

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 4, 2022
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**

Special Presentations

- B. 1. SPECIAL PRESENTATION**
Recognition of City of Sherman Award: "2021 Texas Achievement in Library Excellence Award"

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.

Consent Agenda

- D. 1. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

- E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6470**
Repealing 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
- E. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6471**
Amending Chapter 4 of the Code of Ordinances (Business Regulations), Article 4.13 (Towing Regulations), Section 4.13.002 (Definitions) to Modify the Definition of "Wrecker Operator or Tow Truck Operator" to Expand the Pool of Eligible Wrecker Operators or Tow Truck Operators

Close Public Hearing and Consider Adoption of Ordinances

E. 3. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6470 & 6471.

Resolutions

F. 1. RESOLUTION NO. 6868

Authorizing Execution of a Professional Services Agreement with Freese and Nichols, Inc. for design of the Northwest and Southwest Transmission Pipeline

F. 2. RESOLUTION NO. 6869

Authorizing the Removal and Replacement of an Air-Cooled Chiller in Kidd Key Auditorium from Siemens Industry, Inc. through the U.S. General Services Administration (GSA) Multiple Award Schedule Cooperative Purchasing Program

F. 3. RESOLUTION NO. 6870

Abandoning The City's Interest in an Access Easement Located in the Marcus L. Bone Survey, Abstract No. 112, and being Filed of Record Under Instrument No. 2020-31894, Official Public Records, Grayson County, Texas

F. 4. * RESOLUTION NO. 6871

Authorizing Execution of an Encroachment Agreement with Dhesi Investments, LLC for the Installation of a Ten Foot Wide Paved Access Drive within the Platted Public Alley Running East and West between Pecan Street and Mulberry Street, in Chaffin's 1st Addition and Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition, Volume 26, Page 49 and Instrument No. 2021-201, PRGCT, for Rear Entry Purposes for Lot 6R of said Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition in the City of Sherman, Grayson County, Texas

Requests to Advertise

G. 1. * REQUEST TO ADVERTISE

Texoma Parkway Water Main Replacement From FM691 To Fallon Drive Project

Other Business

H. 1. OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for the Proposed Annexation of Approximately 113.414 acres of land located South of the Intersection of FM 1417 Ext and E. Lamar St., adjacent to the Sherman City Limits and in the City of Sherman's Extra-territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

H. 2. * OTHER BUSINESS

Consider Request of Downtown Sherman NOW to Temporarily Close Certain Streets for "Craft the Night Away" on Saturday, June 11, 2022

H. 3. * OTHER BUSINESS

Consider Request of the 2022 Earth Day Planning Committee to Temporarily Close Certain Streets for the "13th Annual Earth Day Festival" on Saturday, April 23, 2022

Consider Board/Commission Appointments

I. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Keep Sherman Beautiful Commission (4)

J. COUNCIL COMMENTS

Executive Session

K. 1. 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.
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. (a) Project Boston (b) Shepherd's Place (c) Sherman Hospital Project

The Council reconvenes into General Session

L. 1. OPEN MEETING

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

M. 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 Friday, April 1, 2022 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 1st day of April, 2022.
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

David Plyler

Deputy Mayor

Pamela L. Howeth

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
Daron Holland, Council – District #4



City Council Regular Meeting

B. 1.

Meeting Date: 04/04/2022

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION

Recognition of City of Sherman Award: "2021 Texas Achievement in Library Excellence Award"

Issue:

The Sherman Public Library has received the *2021 Texas Achievement in Library Excellence Award* from the Texas Municipal Library Directors Association.

Background:

In a letter dated February 10, 2022, the Texas Municipal Library Directors Association provided the following notification to Mayor David Plyler:

"Congratulations go to the City of Sherman. The Sherman Public Library has been awarded the *2021 Texas Achievement in Library Excellence Award*. Libraries awarded this honor were required to meet a high level of excellence in their programming and services. To be considered, recipients were required to demonstrate quality services across ten criteria. This year, only 59 Libraries out of 565 Texas public library systems were awarded this honor. This means your Library is in the top 10% of public libraries in the entire State of Texas. Please accept our sincere congratulations to a city which values and provides quality Library services and programs for the continued education and personal enrichment of its residents."

A similar letter was mailed on the same date to Library Services Administrator Melissa Eason.

Origination:

Libby Hotmann, Plano Public Library
Chair, Achievement of Library Excellence Award
Texas Municipal Library Directors Association
An Affiliate Organization of the Texas Municipal League

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the Mayor present the award to the City of Sherman's Library Services Administrator, Melissa Eason.

Alternatives:

None

Attachments

Notification of Award



February 10, 2022

David Plyler
Mayor
PO Box 1106
Sherman, TX 75091

Dear Mayor David Plyler,

Congratulations to the City of Sherman. The Sherman Public Library has been awarded the 2021 Texas Achievement in Library Excellence Award.

Libraries awarded this honor met a high level of excellence in their programming and services. To be considered, recipients were required to demonstrate quality services across ten criteria.

This year, only 59 Libraries out of 565 Texas public library systems were awarded this honor. This means your library is in the top 10% of public libraries in the entire State of Texas.

Please accept our sincere congratulations to a city which values and provides quality library services and programs for the continued education and personal enrichment of its residents.

Sincerely,

A handwritten signature in cursive script that reads "Libby Holtmann".

Libby Holtmann, Plano Public Library
Chair, Achievement of Library Excellence Award
Texas Municipal Library Directors Association





City Council Regular Meeting

D. 1.

Meeting Date: 04/04/2022

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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Issue:

F. 4 * RESOLUTION NO. 6871

Authorizing Execution of an Encroachment Agreement with Dhesi Investments, LLC for the Installation of a Ten Foot Wide Paved Access Drive within the Platted Public Alley Running East and West between Pecan Street and Mulberry Street, in Chaffin's 1st Addition and Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition, Volume 26, Page 49 and Instrument No. 2021-201, PRGCT, for Rear Entry Purposes for Lot 6R of said Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition in the City of Sherman, Grayson County, Texas

G. 1. * REQUEST TO ADVERTISE

Texoma Parkway Water Main Replacement From FM691 To Fallon Drive Project

H. 2. * OTHER BUSINESS

Consider Request of Downtown Sherman NOW to Temporarily Close Certain Streets for "Craft the Night Away" on Saturday, June 11, 2022

H. 3. * OTHER BUSINESS

Consider Request of the 2022 Earth Day Planning Committee to Temporarily Close Certain Streets for the "13th Annual Earth Day Festival" on Saturday, April 23, 2022



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 04/04/2022

Prepared By: Robby Hefton, City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6470

Repealing 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). 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. On May 3, 2021, the City Council approved an Assessment Levy Ordinance for Phase 1. This Ordinance provided financing for \$7.2 million of the total \$9.1 million of public infrastructure.

Over this past year market conditions have increased the projected home values and the developer has requested to amend the Assessment Levy Ordinance to capture all the public infrastructure cost via the PID assessment. Upon amendment of the Service and Assessment Plan (SAP), the PID assessments associated with Phase 1 improvements will now provide financing for the entire \$9.1 million estimated costs. These development costs relate to roads, water and sewer utilities, drainage, sidewalks, landscaping, etc. The PID assessments will be applied to future property owners within the district.

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. All of these costs are to be paid through property assessments. Apart from these PID assessments, the City's portion of infrastructure costs to be paid according to the Master Development Agreement approved by Council in April, 2021 remains unchanged by this proposed PID amendment, and totals an estimated \$2.0M to \$2.3M.

Staff Recommendation:

Staff recommends approval of this Ordinance.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6470

Service and Assessment Plan

Legal Notice

Ordinance No. 6377

ORDINANCE NO. 6470

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING 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.

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 Section 372.009 of the PID Act and made the findings required by Section 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 March 21, 2022, 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 March 21, 2022, 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 March 22, 2022 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 April, 4, 2022, 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 April 4, 2022 (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 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. That Ordinance No. 6377, adopted by the City Council of the City of Sherman, Texas, on May 3, 2021, which accepted and approved a Service and Assessment Plan and a Phase #1 Assessment Roll for the Bel Air Village Public Improvement 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, be and is hereby repealed in its entirety so as to be no further force and effect.

SECTION 2. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 3. 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 4. 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 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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.

INTRODUCED on this the 4th day of April, 2022.

ADOPTED on this the 4th day of April, 2022.

EFFECTIVE DATE on this the 4th day of April, 2022.

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: _____
**RYAN D. PITTMAN
CITY ATTORNEY**

Exhibit A

Service and Assessment Plan

(See attached.)



GateHouse Media®

Ad Order Number

0001448650

Sales Rep.

jsewell

Order Taker

ISC.j.johnston

Order Source

Phone

Customer

CITY OF SHERMAN

Customer Account

57879

Customer Address

P.O. BOX 1106

SHERMAN TX 75091 USA

Customer Phone

(903) 892-7217

Order Confirmation

Payor Customer

CITY OF SHERMAN

Payor Account

57879

Payor Address

P.O. BOX 1106

SHERMAN TX 75091 USA

Payor Phone

(903) 892-7217

PO Number

1448650

Ordered By

Tasheena Taylor

Customer Fax

Customer EMail

ap@cityofsherman.com

Special Pricing

Tear Sheets

1

Proofs

0

Affidavits

1

Blind Box

Promo Type

Materials

Invoice Text

PID Public Hearing

First / Last runDates

03 / 22 / 22

03 / 22 / 22

Net Amount

182.25

Tax Amount

.00

Total Amount

182.25

Payment Method

Credit Card

Payment Amount

.00

Amount Due

182.25

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0001448650-01	S-Legal Liner Brd 6C	AdBooker	
<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	
<u>Ad Size</u>	<u>Color</u>		
1 X 430 w			
<u>Ad Content</u>			

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 April 4, 2022 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 April 4, 2022, 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 Improvements.

The total cost of the Authorized Improvements that benefits 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 is 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 Secretary, 220 W. Mulberry, Sherman, Texas 75090.

<u>Product</u>	<u>Placement</u>	<u>Position</u>
HD-Herald Democrat	Legal Ads	Liner - Can Wrap
HD-Herald Democrat Online	Legal Ads	Liner - Can Wrap

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.

Exhibit A

Service and Assessment Plan

(See attached.)

**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

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

TABLE OF CONTENTS

I. PLAN DESCRIPTION AND DEFINED TERMS	4
A. INTRODUCTION	4
II. PROPERTY INCLUDED IN THE PID	10
A. PROPERTY INCLUDED IN THE PID	10
B. PROPERTY INCLUDED IN PHASE #1	10
C. PROPERTY INCLUDED IN FUTURE PHASES	10
III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS.....	11
A. AUTHORIZED IMPROVEMENT OVERVIEW	11
B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS	12
C. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS	13
D. FUTURE PHASES	15
IV. SERVICE PLAN	16
A. SOURCES AND USES OF FUNDS	16
V. ASSESSMENT PLAN	18
A. INTRODUCTION	18
B. SPECIAL BENEFIT	19
C. ALLOCATION OF COSTS TO ASSESSED PROPERTY	20
D. ASSESSMENT METHODOLOGY	21
E. ASSESSMENTS	22
F. ADMINISTRATIVE EXPENSES.....	22
VI. TERMS OF THE ASSESSMENTS	23
A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1	23
B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES	23
C. REALLOCATION OF ASSESSMENTS	23
D. MANDATORY PREPAYMENT OF ASSESSMENTS.....	24
E. REDUCTION OF ASSESSMENTS	24
F. PAYMENT OF ASSESSMENTS	25
G. COLLECTION OF ANNUAL INSTALLMENTS.....	26
VII. THE ASSESSMENT ROLL.....	27
A. PHASE #1 ASSESSMENT ROLL	27
B. FUTURE PHASE ASSESSMENT ROLL	27
C. ANNUAL ASSESSMENT ROLL UPDATES	27
VIII. MISCELLANEOUS PROVISIONS	29
A. ADMINISTRATIVE REVIEW.....	29
B. TERMINATION OF ASSESSMENTS	29

C. AMENDMENTS	29
D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS	30
E. SEVERABILITY	30

APPENDIX A - PID MAP

APPENDIX B-1 - ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX B-2 - ALLOCATION OF THE AUTHORIZED IMPROVEMENTS

APPENDIX C - DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

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 Phases¹	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

¹Proposed 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 Amount¹	Future Phases Allocated Amount¹
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
<u>Uses of Funds</u>	
<i>Major Improvements:</i>	
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
<i>Subtotal</i>	<i>\$9,060,054</i>
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	
<i>Total Authorized Improvements (a)</i>	\$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



BENCH MARK LIST

TOTAL #10 ACUT IN CONCRETE CURB 70'±.
 SOUTHEAST OF THE CENTERLINE OF E. 14. HIGHWAY
 1617 AND 120'± NORTH-EAST OF NORTH DAKOTA
 DRIVE
 ELEV. 719.34'.

S-CRYAN, TEXAS

NHA PROJECT 064452003	
DATE APRIL 2021	
SCALE AS SHOWN	
DESIGNED BY	M/C
DRAWN BY	CAT
CHECKED BY	M/C



© 2011 KATLEY MORRIS AND ASSOCIATES, INC.
250 EAST CAVE STREET, SUITE 120 MONROE, LA 70602
PHONE: 504-321-2583 FAX: 504-223-3325
WWW.KATLEYMORRIS.COM TXF-628

NO	REVISIONS	DATE	BY

APPENDIX B-1
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

BEL AIR VILLAGE - SHERMAN, TX
BUDGET SUMMARY
4/16/2021

NUMBER OF ACRES NUMBER OF LOTS	PHASE 1				FUTURE PHASES				OVERALL PROJECT TOTALS				BELAIR BLVD	
	58.5				153.5				212.0				CITY	
	327				618				945				PHASE 1	FUTURE PHASES
	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	223,408	301,519
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	28,766	53,836
WATER SYSTEMS	729,393	713,377	16,016	0	1,632,732	1,311,238	321,485	0	2,362,115	2,024,614	337,501	0	144,768	144,794
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	0	0
STORM SEWER	1,682,616	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	74,521	143,255
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	814,923	1,310,592
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	182,840	219,850
DRY UTILITIES	89,400	0	0	89,400	27,060	0	0	27,060	116,460	0	0	116,460	7,200	27,060
SUB-TOTAL CONSTRUCTION COST	18,858,789	6,886,313	1,351,320	1,799,286	29,361,265	13,926,956	2,168,535	4,265,774	30,420,054	20,813,268	3,519,955	6,965,061	1,476,486	2,199,648
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	3,676,335	
10% CONTINGENCY	1,885,879	688,631	135,132	179,929	2,836,127	1,392,696	216,854	426,577	3,042,005	2,081,327	351,985	606,506	\$3,890	
SUB-TOTAL WITH CONTINGENCY	11,604,668	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	11,352,463	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	23,163	4,546	6,321	36,614	24,789	3,860	7,965	35,746	24,227	4,097	7,396		

NOTES

- ROLLBACK TAXES ESTIMATED AT \$1,500 PER ACRE
- NO PARK DEDICATION FEES ARE REQUIRED
- WATER METER IMPACT FEE TO THE BUILDER FOR A 3/4" METER IS \$1,000.00 PER BUILDING PERMIT.
- SEWER IMPACT FEE TO THE BUILDER AT \$500.00 PER BUILDING PERMIT
- ROADWAY IMPACT FEES AT \$1,000.00 PER SINGLE FAMILY BUILDING PERMIT
- BUILDING PERMIT / INSPECTION FEES - \$0.30 PER SQUARE FOOT PLUS \$25.00
- CITY CONTRACTS AND PAYS FOR ALL PUBLIC INFRASTRUCTURE CMT
- MOISTURE CONDITIONING (PADS) & CMT ASSUMED, NO GEOTECH AVAILABLE (PHASE 1 = \$1,084,546)
- UNCLASSIFIED EXCAVATION (FILL) TAKEN FROM FUTURE PHASES
- CLEARING OF OFFSITE SANITARY MAIN 100% PID ELIGIBLE, VERIFY ACREAGE FOR BUDGET
- SANITARY MANHOLES DO NOT REQUIRE REQUIRE COATING
- DEVELOPER PAYS CITY FOR STREET SIGNS, CITY INSTALLS
- STREETLIGHTS SHALL BE INSTALLED BY FRANCHISE PROVIDER AND APPROVED BY CITY (WILL REQUIRE PHOTOMETRIC PLAN)
- VERIFY DETENTION POND BUILT IN PHASE 1, KEEP DRY IF POSSIBLE (2 BUBBLERS INCLUDED IN BUDGET)
- INTERNAL PARK BUDGET NOT FINALIZED UNTIL EXTENT OF IMPROVEMENTS ARE KNOWN
- WATER METERS ENGINEERED TOWARDS VALUE (300% INCREASE IN CITY WATER IMPACT FEES 2" VS. 1")
- GRAND AVENUE - LANDSCAPE/IRRIGATION BUDGETED, NO OTHER COSTS INCLUDED [CITY PAYING FOR STREET VIA TIRZ2]
- GRAND AVENUE - 8" PAVEMENT UNIT PRICE TO INCLUDE 17" MEDIAN, NO MEDIAN NOSES BUDGETED (4 MAX)
- 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.	DESCRIPTION	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	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	276	\$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.	DESCRIPTION	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
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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	\$500.00	\$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 SAFETY	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:	\$7,231	\$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'Ø 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	\$33,300.00	\$24,800.00	\$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'Ø DIAMETER MANHOLE (TRUNK SEWER A)	EA	7	\$4,600.00	\$32,200.00	\$12,880.00	\$19,320.00	\$0.00
8	5'Ø 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 ENCASMENT	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 SAFETY	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 SAFETY (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%	\$82,563.50	\$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	\$50.00	\$35,000.00	\$35,000.00	\$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	\$3,500.00	\$14,000.00	\$14,000.00	\$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

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	\$6,099.78	\$2,470.22	\$1,485.70
7	4' x 4' JUNCTION BOX	EA	2	\$3,500.00	\$7,000.00	\$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	\$55.00	\$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	\$113,861.99	\$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 PVM.T.)	SY	36,875	\$35.00	\$1,290,625.00	\$1,290,625.00	\$0.00	\$0.00
2	ALLEY (6" REINFORCED CONCRETE PVM.T.)	SY	4,273	\$41.00	\$175,193.00	\$175,193.00	\$0.00	\$0.00
3	SLIP ROAD (6" REINFORCED CONCRETE PVM.T.)	SY	936	\$41.00	\$38,376.00	\$38,376.00	\$0.00	\$0.00
4	GRAND AVE (8" REINFORCED CONCRETE PVM.T.)	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	\$83,391.49	\$19,430.00	\$0.00

TOTAL PAVING:

\$2,168,178.69	\$2,126,608.69	\$41,370.00	\$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	7,050	\$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	2,350	\$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	\$28,000.00	\$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	500	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
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**BEL AIR VILLAGE - SHERMAN, TX
FUTURE PHASES - BUDGET**

4/16/2021

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	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.	DESCRIPTION	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
1	8" AWWA C900 PVC WATERLINE & FITTINGS	LF	19,083	\$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 SAFETY	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	393	\$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	\$38,332.00	\$0.00	\$38,332.00	\$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	319	\$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 ENCASMENT	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 SAFETY	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 SAFETY (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 SAFETY (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:

PER LOT: **\$2,052,577** \$1,427,124 \$484,095 \$141,358.40
\$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:

PER LOT: **\$1,863,327** \$1,863,327 \$0 \$0
\$3,015 \$3,015 \$0 \$0

UTILITIES - STORM SEWER - IMPROVEMENTS 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:

PER LOT: **\$10,422** \$2,640 \$7,782 \$0
\$17 \$2,640 \$7,782 \$0

UTILITIES - STORM SEWER - IMPROVEMENTS 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:

PER LOT: **\$125,623** \$91,869 \$33,754 \$0
\$203 \$149 \$55 \$0

UTILITIES - STORM SEWER - IMPROVEMENTS 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	\$33.00	\$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:

PER LOT: \$168,650 \$106,768 \$61,882 \$0
\$273 \$173 \$100 \$0

UTILITIES - STORM SEWER - IMPROVEMENTS 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:

PER LOT: \$236,851 \$27,875 \$208,976 \$0
\$383 \$45 \$338 \$0

UTILITIES - STORM SEWER - IMPROVEMENTS 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:

PER LOT: \$207,769 \$135,050 \$0 \$72,719
\$336 \$219 \$0 \$118

UTILITIES - STORM SEWER - MASTER IMPROVEMENTS 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:

PER LOT: \$46,478 \$0 \$46,478 \$0
\$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	\$36,935.80	\$36,935.80	\$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	\$314,897.80	\$9,733.76	\$0.00

TOTAL PAVING:

\$5,840,421	\$5,587,343	\$233,078	\$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 RELOCATION	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

\$10,591,485.17	\$13,926,955.60	\$2,168,535.22	\$1,495,994.34
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**BEL AIR VILLAGE - SHERMAN, TX
BEL AIR BOULEVARD - PHASE 1 BUDGET**

4/16/2021

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	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.	DESCRIPTION	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
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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 SAFETY	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
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UTILITIES - STORM SEWER - MASTER IMPROVEMENT - LINE B

								Total Inf
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
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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
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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
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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
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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
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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.	DESCRIPTION	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.	DESCRIPTION	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
<i>UTILITIES - WATER SYSTEMS</i>								
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 SAFETY	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

Sanitary Sewer Improvements

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 sewerage 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

LEGEND

	PROPOSED WATER LINE
	PROPOSED SSWR LINE
	PROPOSED WATER LINE (PID MI)
	PROPOSED SSWR LINE (PID MI)

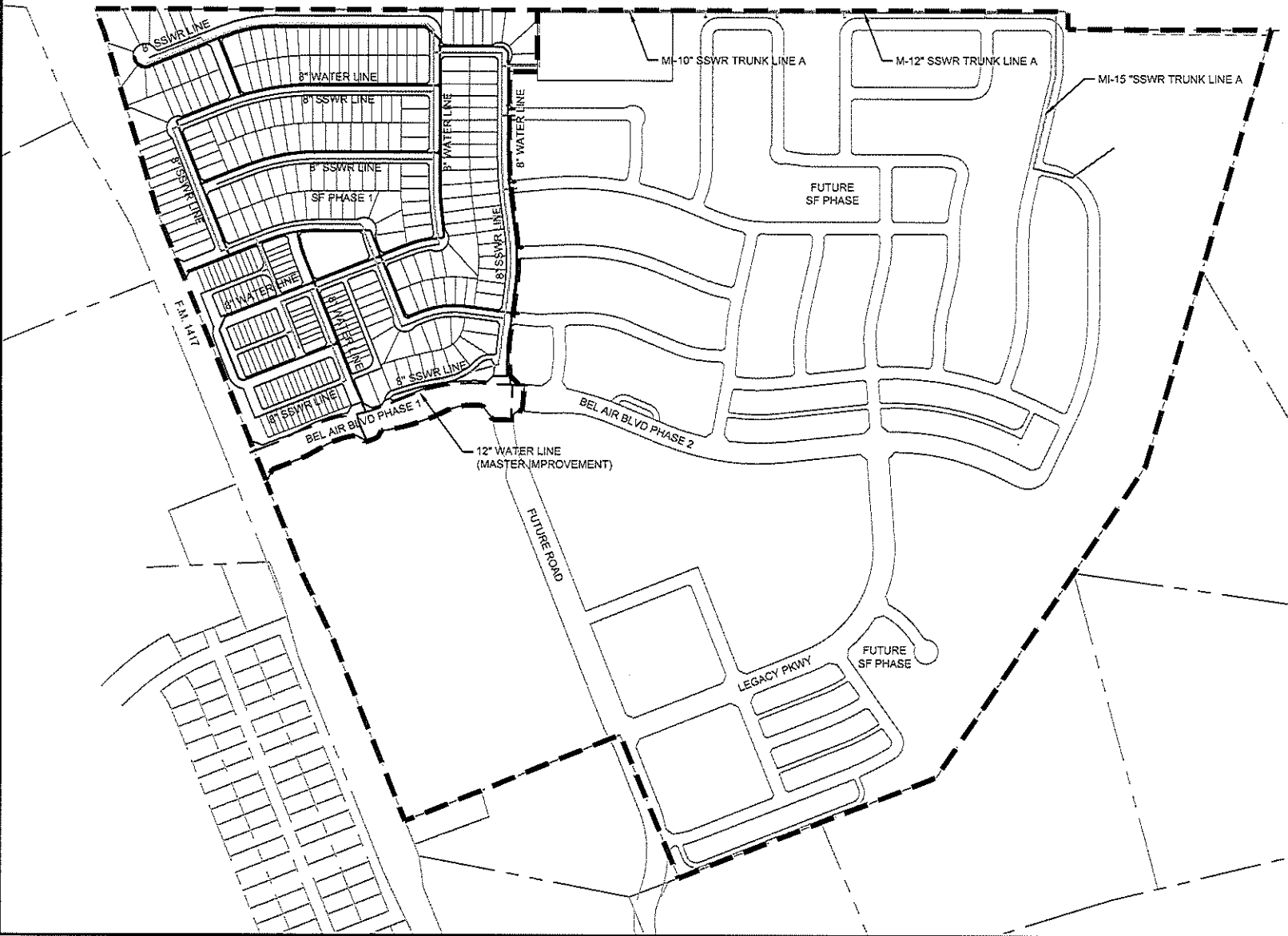
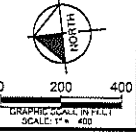


EXHIBIT-02:
SF PHASE 1
UTILITY IMPROVEMENTS

BEL-AIR VILLAGE
PID EXHIBITS
Sherman, Texas
April 2021

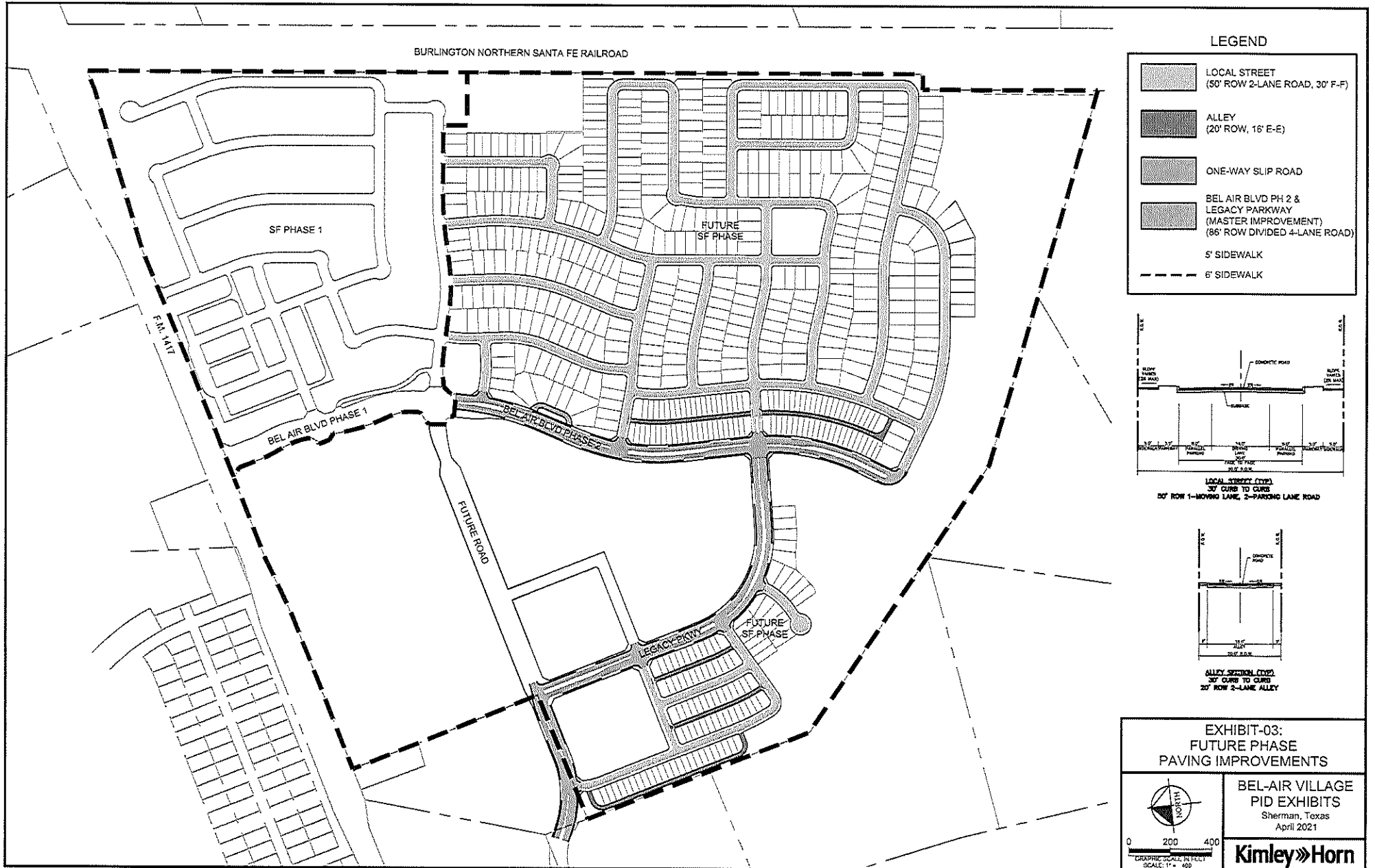
Kimley»Horn



NOTE: THIS EXHIBIT IS CONCEPTUAL IN NATURE AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES.

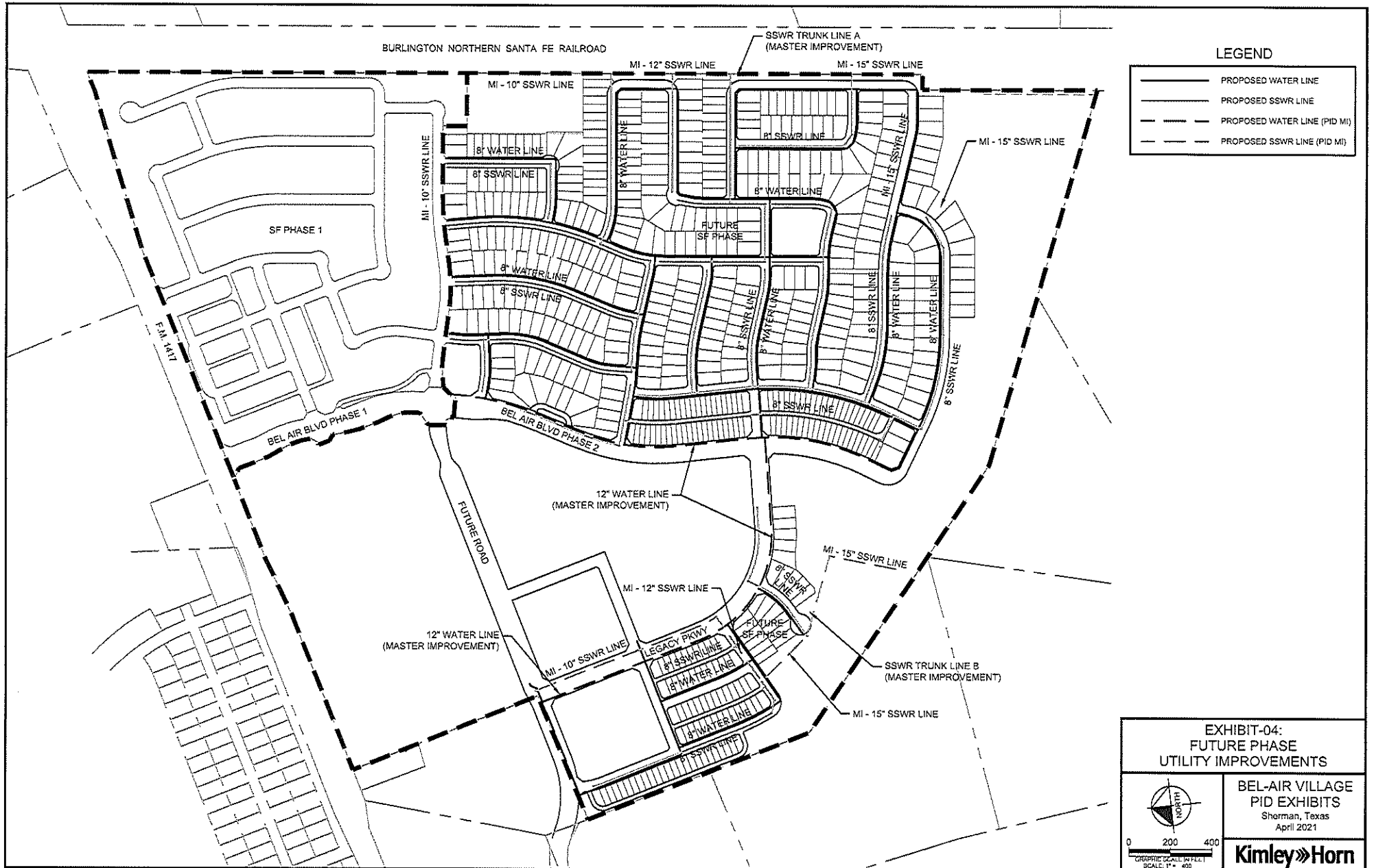
PROJECT: BEL-AIR VILLAGE PHASE 1 UTILITY IMPROVEMENTS
DATE: 4/1/2021
DRAWN BY: J. H. HORN
CHECKED BY: J. H. HORN
APPROVED BY: J. H. HORN

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NOTE: THIS EXHIBIT IS CONCEPTUAL IN NATURE AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES.

Kimley»Horn
10000 West Loop South, Suite 100
Houston, TX 77055-4400-2000
State of Texas Registration No. 7-001



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
Equivalent Units
Assessment**

**All Parcels
\$7,168,000
268.77**

Year ¹	Principal	Interest	Administrative Expenses²	Total Annual Installment³
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
Assessment
Equivalent Unit

Lot Type 1 (50 Ft)
\$26,670
1.00

Year	Principal¹	Interest²	Administrative Expenses²	Annual Installment³
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
Assessment
Equivalent Unit

Lot Type 3 (25 Ft)
\$16,446
0.62

Year	Principal¹	Interest²	Administrative Expenses²	Annual Installment³
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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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. The purpose of the hearing is to consider the proposed amendments to 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 amendments 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

Legal Notices

Improvements") include, but are not limited to, landscaping, entryway features, water, wastewater, 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 of administration, and operation of the District. The proposed Authorized Improvements to be undertaken at this time include road improvements, water distribution system, sanitary sewer collection system, storm sewer collection system, and costs related to the administration of the District, and financing the 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

Legal Notices

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 ZONING COMPREHENSIVE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN 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 REPEALING, SEVERABILITY, AND SAVINGS CLAUSES, PROVIDING

Legal Notices

FOR PUBLICATION AND AN EFFECTIVE DATE.

SECTION 2. 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 3. Publication and 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 captioned Ordinance Number 5128, which was passed by the Denison City Council at its Regular Meeting held on April 19, 2021, and which has been

Advertising MARKETPLACE

under Notice: This newspaper will never knowingly accept any advertisement that is illegal or considered fraudulent. If you have questions or doubts about any ads on these pages, we advise that before responding or sending money ahead of time, you check with the local Attorney General's Consumer Fraud Line and/or the Better Business Bureau. Also be advised that we phone numbers published in these ads may require an extra charge. In all cases of questionable value, such as promises or guaranteed income from work-at-home programs, money loans, etc., if it sounds too good to be true -- it may in fact be exactly that. This newspaper cannot be held responsible for any negative consequences that occur as a result of you doing



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 04/04/2022

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6471

Amending Chapter 4 of the Code of Ordinances (Business Regulations), Article 4.13 (Towing Regulations), Section 4.13.002 (Definitions) to Modify the Definition of "Wrecker Operator or Tow Truck Operator" to Expand the Pool of Eligible Wrecker Operators or Tow Truck Operators

Issue:

Amending Chapter 4 of the Code of Ordinances (Business Regulations), Article 4.13 (Towing Regulations), Section 4.13.002 (Definitions) to Modify the Definition of "Wrecker Operator or Tow Truck Operator"

Background:

The current ordinance requires wrecker operators or tow truck operators to have a storage lot within the city limits of Sherman. The number of wrecker operators or tow truck operators with a storage lot within the city limits has decreased over the last two years, causing significant response delays. This amendment would allow the Police Department to increase the pool of wrecker companies from three to ten, should each eligible company choose to participate.

Amending the Wrecker Operator or Tow Truck Operator definition to expand operation area:

Wrecker operator or tow truck operator. Any person who owns or operates a wrecker within *five miles of* the corporate limits of the city, who is regularly engaged in the business of repairing, rebuilding, storing, wrecking, selling or trading wrecked and disabled motor vehicles, vehicles, trailers or semitrailers, or both and has a license issued by the state department of licensing and regulation.

Origination:

Sherman Police Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends amending this Ordinance

Alternatives:

Council could deny this request.

Attachments

Ordinance No. 6471

ORDINANCE NO. 6471

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES (BUSINESS REGULATIONS), ARTICLE 4.13 (TOWING REGULATIONS), SECTION 4.13.002 (DEFINITIONS) TO MODIFY THE DEFINITION OF “WRECKER OPERATOR OR TOW TRUCK OPERATOR” TO EXPAND THE POOL OF ELIGIBLE WRECKER OPERATORS OR TOW TRUCK OPERATORS; 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

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

SECTION 1: That Section 4.13.002 of Chapter 4 of the Code of Ordinances of the City of Sherman, Texas, is hereby amended so that such section shall read as follows¹:

“Sec. 4.13.002 Definitions

For purposes of this article, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. Words not defined in this article shall be given their common and ordinary meaning.

...

Wrecker operator or tow truck operator. Any person who owns or operates a wrecker within *five miles of* the corporate limits of the city *and* who is regularly engaged in the business of repairing, rebuilding, storing, wrecking, selling or trading wrecked and disabled motor vehicles, vehicles, trailers or semitrailers, or both and has a license issued by the state department of licensing and regulation.

...”

SECTION 2. That the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

¹ Additions are shown in *italics*.

SECTION 3. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 4. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

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

INTRODUCED on this the 4th day of April, 2022.

ADOPTED on this the 4th day of April, 2022.

EFFECTIVE DATE on this the 4th day of April, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
ABERNATHY, ROEDER, BOYD
& HULLETT, P.C.

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY



City Council Regular Meeting

E. 3.

Meeting Date: 04/04/2022

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6470 & 6471.

Issue:

E.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6470

Repealing 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

E. 2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6471

Amending Chapter 4 of the Code of Ordinances (Business Regulations), Article 4.13 (Towing Regulations), Section 4.13.002 (Definitions) to Modify the Definition of "Wrecker Operator or Tow Truck Operator" to Expand the Pool of Eligible Wrecker Operators or Tow Truck Operators



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 04/04/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6868

Authorizing Execution of a Professional Services Agreement with Freese and Nichols, Inc. for design of the Northwest and Southwest Transmission Pipeline

Issue:

To consider a contract for professional services with Freese and Nichols, Inc. for the design of the Northwest and Southwest Transmission Pipeline project.

Background:

As a result of major industrial development and planned developments in the southern portion of the City, a 36-inch water main is needed from the water treatment plant to Shepherd Drive to properly serve these developments. This professional services contract will provide construction drawings for approximately 73,000 feet of 36-inch water main from the water treatment plant to Shepherd Drive. The alignment will be mostly along the western portion of the City west of FM 1417. This water main will also be able to supply water for future developments in this part of the City. This contract will also provide easement acquisition services and construction inspection services.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is \$6,073,550.00. This will be funded by 2022 GTUA Bond Funds.

Staff Recommendation:

Freese and Nichols, Inc. was one of seven engineering firms interviewed for this work and was determined to be the most qualified to perform these services. Staff has negotiated a reasonable fee for these services. It is recommended that the contract for professional services with Freese and Nichols, Inc. for the design of the Northwest and Southwest Transmission Pipeline project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6868

PSA Contract

Location Map

RESOLUTION NO. 6868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE NORTHWEST AND SOUTHWEST TRANSMISSION PIPELINE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 a Professional Services Agreement with Freese and Nichols, Inc. for design of the Northwest and Southwest Transmission, 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 on this the 4th day of April, 2022.

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: _____
RYAN D. PITTMAN, CITY CLERK

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
FREESE AND NICHOLS, INC
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 2022:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **Freese and Nichols, Inc.**
5805 Main Street, Suite B
City, Texas 75034
Telephone: (972) 624-9201

for the following Project: **Northwest and Southwest Transmission Pipeline**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Freese and Nichols, Inc, a Texas corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional civil engineering services for the Northwest and Southwest Transmission Pipeline Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written amendment to this Agreement, may be authorized from time to time by City ("**Amendment(s)**").
- 121 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of \$50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 122 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump sum basis in an amount not to exceed **Three Million Two Hundred Seventeen Thousand Three Hundred Fifty Dollars (\$3,217,350)**; and (b) for Special Services, on cost-plus basis in an amount not to exceed **Two Million Eight Hundred Fifty-Six Thousand Two Hundred Dollars (\$2,856,200)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Design Budget Summary as set forth in Exhibit B.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to

declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.
- 3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly

basis in accordance with this paragraph (“Additional Services”) and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

- 3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Range of Hourly Rates	
Professional 1	85	159
Professional 2	107	168
Professional 3	131	244
Professional 4	163	262
Professional 5	199	375
Professional 6	211	427
Construction Manager 1	95	189
Construction Manager 2	116	204
Construction Manager 3	179	240
Construction Manager 4	219	310
CAD Technician/Designer 1	77	158
CAD Technician/Designer 2	112	169
CAD Technician/Designer 3	143	223
Corporate Project Support 1	56	135

Corporate Project Support 2	78	188
Corporate Project Support 3	112	285
Intern/Coop	45	115

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of **Article 3.5** of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of **Article 3.6** of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend

performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

- 3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.
- 3.10 **Fixed Budget Limit for Construction Cost** - If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this paragraph. All adjustments in the scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of \$(58,771,000) due to the negligence of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project. Absent negligence on the part

of the Consultant in making its estimates of probable Construction Cost, providing services as defined in Exhibit A shall be the limit of the Consultant's Services related to the establishment of such fixed limitation of Construction Costs. The Consultant shall be entitled to compensation for all other services performed in accordance with this Agreement.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit A. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit A to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of Exhibit E, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and

maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability

coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7 AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV’T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of hiring a replacement Consultant exceeds Consultant’s Fee at the time of termination, Consultant waives its right to any portion of

Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance

of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S

EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF

CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:
Clayton C. Barnard, P.E.
Principal/ Vice President
Freese and Nichols, Inc.
5805 Main Street, Suite B
City, TX 75034
Telephone: (972) 624-9207
Email: ccb@freese.com

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against

the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship

between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.

12.23 **Duty to Facilitate Compliance with Public Information Act** –

- (a) The obligations in this provision apply if this Agreement (1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by City; or (2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by City in a fiscal year of the City Council.
- (b) If this Agreement is described in subsection (a) above, Consultant shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:
 - (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to City for the duration of this Agreement;
 - (2) promptly provide to City any contracting information related to this

Agreement that is in the custody or possession of Consultant on request of City; and

- (3) on completion of this Agreement, either: (1) provide at no cost to City all contracting information related to the contract that is in the custody or possession of Consultant; or (2) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to City.
- (c) As used in this provision, the term “contracting information” shall have the same meaning as that term is defined in Section 552.003, Texas Government Code.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Consultant agrees that this Agreement can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

12.24 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

12.25 **Reference to Consultant** – When referring to “Consultant,” this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.26 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:
City of Sherman, Texas,
a Texas home-rule municipality

CONSULTANT:
Freese and Nichols, Inc.
a Texas corporation

By: _____
Robby Hefton, City Manager

By: _____
Clayton C. Barnard, PE,
Principal/ Vice President

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **ROBBY HEFTON**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE CITY MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR THE **CITY OF SHERMAN, TEXAS**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY
OF _____ 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **CLAYTON C. BARNARD**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **FREESE AND NICHOLS, INC**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY
OF _____ 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The expansion of Texas Instruments production facilities within the Southwest section of the City is requiring several improvements to the water transmission system. This project will include the design of a 36" water transmission line from the Water Treatment Plant, located south of State Highway 691 along La Cima Road, to the proposed intersection of Shepherd Drive and Flanary Road, approximately 73,000-LF. The pipeline is anticipated to travel along Friendship Road, FM 1417 and Flanary Road. The final alignment will be established within the Conceptual Study. This project includes a transfer valve near the intersection of FM 1417 and Flanary Road that will lower the pressure from the Northwest Pressure Zone into the Southwest Pressure Zone. The transfer valve will be located within an underground precast vault with SCADA controls to allow for operation of the proposed Southwest Elevated Storage Tank.

This scope includes the conceptual alignment study, preliminary alignment design, intermediate design, final design, bid and construction phase services. The detailed pipeline designs will be based on the alignment selected during the alignment study phase. Topographic survey, easement documents and sub-surface utility engineering services will be based on the approved alignments and will be provided as Special Services.

The project will use the Construction Manager at Risk (CMAR) delivery method.

The City will procure a Program Manager that will act as the City's representative for the design of the project.

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B.** Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
- C.** Each time the Consultant submits plans and/or specifications to City, two (2) half-sized (11"x17") copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

EXHIBIT A SCOPE OF SERVICES

- D.** The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.
- E.** Communications and Reporting:
 - a. Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
 - b. Attend review meeting with the City at the end of each design phase.
 - c. Prepare and submit monthly invoices in the format acceptable to the City.
 - d. Prepare and submit monthly progress reports.
 - e. Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
 - f. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - g. With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs and make changes necessary to meet their requirements.
 - h. Attend additional project coordination meetings up to twelve (12) meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Task 1 – Conceptual Study Phase

- a. Advise City as to the necessity of City's providing or obtaining data or services from others and assist City in connection with any such services. Collect and review existing data, reports, mapping, and records from City. Review documents associated with the Project. Provide analyses of City's requirements for the Project, including planning, survey, site evaluations and comparative studies of prospective alternatives.
- b. Prepare a desktop route study for the pipelines. Obtain GIS mapping of the route corridors, where available. Up to three routes will be evaluated. Study shall include analysis of hydraulics, pump station and delivery point locations, construction costs, conflicts with existing infrastructure, land costs (to be coordinated between Consultant and City), environmental considerations, accessibility, proximity to power sources for transfer valve and permitting requirements. Study will include site visits to points of public access and area where potential environmental constraints are identified in the desktop route study. Furnish 11" x 17" map books at 1" = 400 feet scale

EXHIBIT A SCOPE OF SERVICES

- c. Prepare a Report containing recommended pipeline route, facility locations, and conceptual design criteria with appropriate exhibits to indicate the considerations involved and alternative solutions (where indicated) and setting forth Consultant's findings and recommendations with opinions of probable construction costs for the Project, which includes estimates of contingencies and allowances for charges of professionals and consultants. Environmental and archeological considerations will be outlined in the report for each route alternative. Estimates of the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges will be provided by Easement Acquisition Sub-Consultant, Consultant and City.
- d. Furnish one (1) electronic copy of the memorandum and present and review it in person with the City and CMAR. Receive and address City's comments and issue the final memorandum.

B. Task 2 – Preliminary Design Phase: Based upon the desktop pipeline route study from the Study Phase, proceed with final pipeline alignment selection.

- a. Provide GIS alignment to surveyor to prepare property boundary information in GIS format.
- b. Obtain Right-of-Entry for field walk and special services access.
- c. Consultant will review alignment in the field and make modifications to avoid conflicts and determine the final pipeline alignment. Final alignment will be based upon property considerations, constructability, hydraulics, pump station and delivery point locations, construction costs, conflicts with existing infrastructure, land costs, environmental considerations, accessibility, proximity to power sources for transfer valve and permitting requirements.
- d. Consultant will meet with third party road and railroad authorities, utility owners, development review and approval departments, and other agencies having jurisdiction over alignment approval. Meetings will be to coordinate the third-party requirements and seek approval of the final alignment.
- e. Consultant will gather mapping of existing utilities based on field information and surveys collected by the Consultant and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown on the plans based on field information and surveys collected by the Consultant, utility locates requested by the Consultant, and any available "Record Drawings" that the Consultant can obtain from other utilities to assist in route selection and pipeline design.
- f. Consultant will update GIS mapping based upon the field alignment selection and provide two (2) half-sized (11"x17") copies to City.
- g. Consultant will have one review meeting to receive comments from City and finalize the pipeline alignment,

EXHIBIT A
SCOPE OF SERVICES

- h. Consultant will update GIS Mapping and issue two (2) half-sized (11"x17") copies of final alignment map books to City and Surveyor.

C. Task 3 – Intermediate Design Plans (60%)

- a. Coordinate with CMAR as required.
- b. Prepare front end documents (using City's available standard documents), including bid documents, general conditions, special conditions for the construction and equipment packages. Meet with City to resolve review comments and revise documents accordingly.
- c. Prepare applications for routine permits such as road and railroad crossing permits, and TCEQ Approval. Environmental and United States Army Corp of Engineers (USACE) permitting are included as Special Services. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service. City will pay all permit application fees.
- d. Furnish such information and applications necessary to utility companies whose facilities may be affected, or services may be required for the Project. Provide site civil design of the transfer valve to support the electric utilities site requirements, including site grading, roads, underground duct banks, and equipment pads if necessary. Easements for utilities companies will be provided as a Special Service.
- e. Prepare revised opinion of probable construction cost at the 60% submittal.
- f. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes. A general notes sheet(s), coordinate control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s) will be required for all projects.
- g. Utilize hydraulic model to evaluate Southwest Pressure Zone operations with the proposed EST and determine the instrumentation settings for the proposed transfer valve.
- h. Provide engineering layouts, instrumentation, electrical, cross-sections, details and specifications associated with the transfer valve.
- i. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, or as appropriate), and applicable City standard details.
- j. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.
- k. Furnish City and CMAR two (2) half-sized (11"x17") and one (1) electronic copy of the Intermediate submittal for review and comment.

EXHIBIT A
SCOPE OF SERVICES

D. Task 4 – Final Design/Construction Plans (90%, 100%)

- a. Coordinate with CMAR as required.
- b. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, or as appropriate), and applicable City standard details.
- c. 60% Documents: Prepare drawings, specification table of contents, construction contract documents, designs, and layouts of improvements to be constructed. Furnish City two (2) half-sized (11"x17") sets and one (1) electronic copy of drawings and specification table of contents marked "Preliminary" for approval by City. Consultant will meet with the City/CMAR to present the plans and specifications and receive comments. Review documents will include plan and profile sheets, pipeline appurtenances, and typical details. Consultant will receive comments from City and CMAR and address comments in the 90% Review.
- d. 90% Documents: Furnish one (1) electronic copy of drawings, specifications, and bid forms marked "Preliminary" for approval by City. Consultant will meet with the City/CMAR to present the plans and specifications and receive comments. Review documents will include all plans and specifications with minor corrections and notes remaining. Consultant will receive comments from Owner and CMAR and address comments in the 100% documents. Upon final approval by City, Consultant will provide two (2) half-sized (11"x17") and one (1) electronic copy of "Final" plans and specifications.
- e. 100% Documents: Furnish one (1) electronic copy of drawings, specifications, and bid forms marked "Final" for approval by City. Consultant will meet with the City and CMAR to present the plans and specifications and receive comments. Review documents will include all final plans and specifications. Consultant will receive comments from City and CMAR and address comments in the Issued for Bid documents. Upon final approval by City, Consultant will provide City one (1) electronic copy of "Final" plans and specifications.
- f. Prepare detailed opinion of probable construction cost based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
- g. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the City, up to (2) meetings.
- h. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional half-sized (11"x17") copies and a pdf of the construction drawings to be forwarded to the utility companies.
- i. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering

EXHIBIT A SCOPE OF SERVICES

data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

E. Task 5 – Bid Phase Services

The CMAR will develop several work and material procurement packages to execute the project. It is anticipated there will be six (6) packages although the actual number may be different. The Consultant will be required to provide plans and specifications as well as general input into the development of these packages. These packages may be combined with other packages. Below is a list of anticipated packages:

- Pipe and Fitting Material Procurement Package
- Bedding Material Procurement Package
- Air Valve Procurement Package
- Main Line Valve Procurement Package
- Pipe Tunnel Construction Package
- Pipe Installation Construction Package

The services below apply to all bid packages.

- a. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) half-sized (11"x17") copies are to be paid for separately as provided hereinafter
- b. Assist City/CMAR in securing bids. Provide a copy of the notice to bidders for City/CMAR to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by City.
- c. Assist Owner/CMAR by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents if necessary.
- d. Assist the City/CMAR in conducting pre-bid conferences for the construction projects and coordinate responses with Owner/CMAR. Response to the pre-bid conference will be in the form of addenda issued after the conference.
- e. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- f. Assist the City in the opening and tabulation of bids for construction of the Project.
- g. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.
- h. Assist in the preparation of formal Construction Contract Documents, provide

EXHIBIT A SCOPE OF SERVICES

four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

- i. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

F. Task 6 – Construction Administration Services

Upon completion of the bid or negotiation phase services, Consultant will proceed with the performance of construction phase services. Detailed daily construction inspection will be performed by as described within Special Services. Construction Administration services provided by Consultant will include the following:

- a. Conformed Document submittal:
 - i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
 - ii. Print up to ten (10) sets 11"x17" plans and Project Manuals for issuance at the Pre-Construction Conference.
 - iii. Package and submit CAD base files upon request.
- b. Make monthly visits to the construction site over the construction period to observe progress of the work and consult with the City and the CMAR concerning problems and progress of the work. Twelve (12) site visits are planned for construction.
- c. *Pre-Construction Meeting.* Assist the City in conducting the pre-construction conference. City shall prepare an agenda for the conference and prepare and distribute minutes. The pre-construction conference shall include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.
- d. *Franchise Utility Coordination.* Assist the City with franchise utility coordination efforts and conflict resolution during construction.
- e. *Requests for information.* Coordinate with Contractor and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- f. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
- g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other

EXHIBIT A SCOPE OF SERVICES

appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

G. Task 7 – Record Documents

- a. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.
- b. Provide GIS shape files of the record drawing alignment to the City.

IV. TASK SUMMARY. SPECIAL SERVICES

A. Task 8 – Topographical Survey

Consultant will subcontract with a surveying firm to provide surveying services for the project. The services listed below are based upon survey of up to 73,000 linear feet of pipeline from the Water Treatment Plant to the proposed intersection of Shepherd Drive and Flanary Road. A detailed scope of work is described below:

- a. Ownership Data – Research property ownership of the affected parcels and obtain copies of deeds, subdivision plats, right-of-way maps and ownership

EXHIBIT A SCOPE OF SERVICES

addresses along the route. Prepare a landowners Excel spreadsheet to include parcel number and landowner's name and address. Prepare a deed plot of all ownerships, subdivisions, and rights-of-way within one hundred feet either side of the proposed alignment. All properties shall be numbered to match the corresponding list of landowners in the Excel spreadsheet.

- b. Ownership Map – Locate property corners of parcels that are affected by the proposed improvements. Calculate property lines, easement lines, and right-of-way lines of existing streets and utilities. A digital property map will be prepared showing lot numbers, property lines, right-of-way lines, existing easements, and ownership with recording information.
 - c. Existing Underground Utilities – Locate underground utilities horizontally with existing visible features and those marked by Texas811. Additional SUE services will be provided under Task 10.
 - d. Topographical/Design Survey – Gather design survey within along the final alignment as selected within Basic Services. The typical width of survey will be 100-ft along the proposed alignment. Survey will gather the locations of pavement edges, curb and gutter, driveways, culverts, fences and gates, walls, signs, mailboxes, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline of elevations of sanitary and storm sewer manholes where accessible, and other surface features as encountered. The digital survey drawing will be delivered in AutoCAD format showing visible surface features located, an ASCII point file, and a copy of field notes and field sketches.
 - e. Control Points – Establish project control at 1,000-ft intervals throughout the project area using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983 utilizing control monuments established withing the City of Sherman. This also includes refreshing and re-establishing benchmarks and reference points on NAD 93 CORDS Grid coordinate system for construction of the project, one time only.
 - f. Construction Staking – Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.
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EXHIBIT A

SCOPE OF SERVICES

B. Task 9 – Easement Documents

- a. Prepare up to eighty-five (85) parcel maps and descriptions for permanent easements, signed and sealed by a Registered Professional Land Surveyor.
- b. Prepare up to eighty-five (85) parcel maps and descriptions for temporary construction easement, signed and sealed by a Registered Professional Land Surveyor.

C. Task 10 – Subsurface Utility Engineering (SUE)

Consultant will subcontract with a SUE firm to provide the following SUE services:

- a. SUE Quality Level B (QLB) – Designate horizontal location information along the final pipeline alignment within the right-of-way of major and minor road crossings. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. A variety of electromagnetic equipment will be used to complete the process. Residential services and irrigation systems will not be mapped, commercial services will be mapped should they cross or parallel the alignment. Un-locatable lines will be depicted as per records from the utility if available.
- b. SUE Quality Level A (QLA) – Provide QLA information for a total of thirty (30) test hole locations along various points throughout the pipeline alignment. QLA services will be in accordance with ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Subconsultant will excavate test holes by means of non-destructive vacuum excavation methods. Subconsultant will produce a summary sheet containing the coordinates and elevation to the top of the utility at each test hole location with test holes incorporated in the surveyor's topographic survey file.

D. Task 11 – Geotechnical Engineering

- a. A geotechnical investigation will be performed to complete a Geotechnical Data Report (GDR) for the Project.
- b. Geotechnical Investigation. The geotechnical investigation will include soil and rock exploration, laboratory testing, and related engineering analysis and reporting. The purpose of the geotechnical investigation will be to provide general understanding of the subsurface conditions along the proposed alignment and recommendations for pipe embedment and backfill, trenchless crossing construction methods, and recommendations for subgrade preparation and backfill associated with any required structures, such as the valve vault.
 - i. A site visit will be performed to select and stake locations for the borings to be performed as a part of the geotechnical investigation after performing a desktop review of available geotechnical information, existing underground utilities, and accessibility to the boring locations. A geotechnical investigation plan will be prepared to finalize the scope and summarize the objectives of the geotechnical investigation to be performed under a subcontract. The

EXHIBIT A SCOPE OF SERVICES

- geotechnical investigation plan will include a boring location map that shows the borings to be performed along the proposed alignment.
- ii. Right-of-way or other permits will be obtained from the City of Sherman, Grayson County and TxDOT prior to commencement of the field exploration activities. Traffic control devices will be provided if required. Clearing may be required for access to some of the boring locations that are away from paved areas.
 - iii. Up to sixty (60) borings will be performed, with depths ranging from 20-feet to 50-feet except for three borings that will have depths ranging from 70- to 80-feet should the pipeline be adjacent to bodies of water. The borings will be advanced using standard rotary drilling equipment with continuous flight augers or rotary wash methods. Subsurface samples will be collected using two (2) inch diameter split spoon sampling devices in conjunction with the standard penetration test (SPT) for non-cohesive soils and with three (3) inch diameter Shelby tube samples for cohesive soils. Where rock is encountered, the rock core will be collected using an NX or similar sized core barrel. Groundwater observations within the borings will be performed during drilling and after completion of drilling and sampling.
 - iv. Each boring will be logged by geotechnical engineers or geologists experienced with logging borings, directing field geotechnical investigations, and handling and transporting samples. Visual classification of the material will be performed during logging in general accordance with ASTM D2488.
 - v. Piezometers will be constructed in up to eight (8) of the borings to evaluate groundwater conditions for some of the trenchless crossings. Piezometers will be constructed and developed in accordance with the requirements of the Texas Department of Licensing and Regulation and reported to the State of Texas. Piezometers will remain in place through construction for use and monitoring by the contractor and ultimately will be removed and abandoned by the contractor. Four periodic site visits will be made after piezometer installation to record water level readings.
 - vi. Upon completion of the drilling and sampling the borings will be backfilled in accordance with requirements of the Texas Department of Licensing and Regulation. Any borings performed in paved areas will be patched with like material in accordance with applicable roadway standards after backfilling is performed. For borings performed in unpaved areas, the ground surface will be restored to the existing conditions.
 - vii. Laboratory testing will be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of such materials. Laboratory tests will be appropriately assigned for specific materials encountered during the geotechnical investigation are expected to include:
 - 1. Atterberg Limits
 - 2. Percent Passing No. 200 Sieve
 - 3. Sieve Analysis (Gradation) with Hydrometer

EXHIBIT A SCOPE OF SERVICES

4. Moisture Content
 5. Dry Unit Weight
 6. Unconfined Compressive Strength
 7. Corrosivity Testing (electrical resistivity/conductivity, pH, and sulfate/chloride content)
 8. Tensile Strength (Rock Only)
 9. Slake Durability (Rock Only)
 10. Cherchar Testing (Rock Only)
 11. Miller Number Testing (Rock Only)
- viii. A summary of the findings of the geotechnical investigation and recommendations will be provided in a Geotechnical Design Memorandum Report (GDM), which will include the elements listed below. The GDM will not be considered a contract document.
1. As-drilled boring location map, boring logs, laboratory test results, and a key to the symbols used.
 2. Discussion of the surface and subsurface conditions and soil and rock properties indicated by the field observations and laboratory testing and implications for the design.
 3. Groundwater level measurements from piezometers.
 4. Pipeline backfill and embedment and other earthwork related recommendations for use during the design development.
 5. Foundation design recommendations and considerations for structures associated with the pipeline.
 6. General discussion of expected construction issues.
- c. Geotechnical Data Report. A Geotechnical Data Report (GDR) will be prepared to summarize the findings and results of the geotechnical investigation and associated laboratory testing and provide only factual, objective information. The GDR will include a description of the geologic setting, description and discussion of the geotechnical investigation program, boring logs, test pits, and other related site investigations, a description and discussion of all field and laboratory testing, and results of such testing. The GDR is not to contain any conclusions or recommendations based on the data collected. The GDR will be considered a contract document.

E. Task 12 – Environmental Services

Data Compilation and Pedestrian Survey

- a. Consultant's environmental scientists will compile existing study information and review pertinent data to the project area, such as soils maps, topographic maps, floodplain maps, National Wetland Inventory and National Hydrography Dataset information, to guide the pedestrian survey described below.
- b. Consultant's environmental scientists will conduct a pedestrian survey along the chosen route alternative to document existing conditions of the alignment and

EXHIBIT A SCOPE OF SERVICES

identify environmental constraints. This investigation will include the following:

- i. Identification of “waters of the U.S.” as defined by U.S. Army Corps Engineers (USACE) regulations. Waters of the U.S. are regulated by the USACE, and activities conducted within the jurisdictional boundaries of waters of the U.S require a permit under Section 404 of the Clean Water Act. FNI environmental scientists will document the presence of jurisdictional waters such as streams, wetlands, or open water bodies, and will GPS map the boundaries of these features. Wetlands will be delineated per the Corps of Engineers 1987 Wetlands Delineation Manual.
- ii. Identification of potential habitat for any federally listed threatened or endangered species.

Environmental Permitting Memorandum

- a. Consultant’s environmental scientists will prepare a technical memorandum documenting the findings of the pedestrian survey, an estimate of potential impact to waters of the U.S., and a discussion of potential Section 404 permitting options.
- b. This scope assumes that the proposed pipeline can be designed to meet the terms and conditions of Nationwide Permit (NWP) 58, Utility Line Activities for Water and Other Substances, without requiring the submittal of a pre-construction notification (PCN) to the USACE. In the event a PCN is required, consultant can prepare PCN as an additional service.
- c. This scope assumes that mitigation services will not be required by the project since a PCN would be avoided. If mitigation services are required, they will be considered additional service.
- d. All permit conditions and requirements will be included in the construction contract documents, and the construction contractor will be required to abide by these during construction.
- e. Consultant will coordinate with the Project Team (City and Design Team) to discuss the findings of the site visit, potential ways to avoid PCN triggers, and comments to the draft technical memorandum.

F. Task 13 – Archeological Investigation Services

- a. Archeology Field Survey and Reporting
 - i. Once a final alignment is chosen, subcontractor to the Consultant will prepare an Antiquities Permit application per the requirements of the Antiquities Code of Texas (ACT). This permit application package will include a summary of the known resources in the vicinity, the proposed field methods, and an application form. The application will be submitted to the City for their review, approval, and signature on the permit application form as a sponsor of the project prior to submittal. The fully signed permit application package will then be submitted to the THC for their review and

EXHIBIT A SCOPE OF SERVICES

eventual permit issuance. Simultaneously with permit application preparation, make final arrangements for on-site survey.

- b. Archeological Field Survey
 - i. Once a permit has been issued and schedule allows, subconsultant's staff archeologists will travel to the survey area to conduct an archeological survey in accordance with the THC's minimum standards, including shovel testing and potentially required backhoe trenching. Observations will be recorded through notes, photographs, field forms, and with hand-held GPS. Any archeological sites observed within the survey tract will be documented in accordance with THC standards.
- c. Draft Reporting
 - i. After field investigations, subconsultant to prepare standard documentation for any archeological site(s) recorded. Prepare a comprehensive report that details project components, field methods and observations, recorded sites (if any), and regulatory recommendations for the proposed project. A draft will be electronically submitted to FNI and the City for review and comment, then (upon revision/approval) sent to the THC for their review under the ACT.
- d. Curation and Final Report Preparation
 - i. Upon THC approval (typically 30 days after receipt), subconsultant to prepare final reports in accordance with the Antiquities Permit requirements and the scope provided and submit all photographs, notes, and forms to a state approved curation facility for permanent curation.

G. Task 14 – Corrosion Engineering Services

- a. Review site plans, proposed pipeline alignment and materials, foreign pipeline crossing, parallel piping systems and existing cathodic protection systems, electrical High Voltage (EHV) transmission lines, sources of stray DC current, topography and soil types and conditions.
- b. Mobilization
 - i. Conduct in-situ soil resistivity (75 locations) at depths of 20, 10, 5 and 2.5 feet via the Wenner 4-pin Method
 - ii. Conduct stray current (DC) investigation in proposed alignment. The purpose of performing this investigation is to identify potential sources of stray current and nearby metallic pipelines that may be affected by the proposed cathodic protection system.
- c. Review geotechnical report. Geotechnical group will be requested to test a minimum of 10 samples collected from the proposed pipeline depth for:
 - i. As-received and saturated electrical resistivity per ASTM G-187 and pH as per ASTM G-51
 - ii. Chemical analysis for major anions and cations as per ASTM 4327, ASTM 6919, and AWWA 41108

EXHIBIT A SCOPE OF SERVICES

- d. Analyze collected data and prepare a technical memorandum. The memorandum will include the collected field data and provide conclusions and recommendations for cathodic protection based on the soil conditions with respect to the proposed pipeline materials.
- e. Provide Protection Design and Specifications at the 90 and 100% design submittals. All design work will apply to new construction only.
- f. Participate in up to four (4) design review meetings.
- g. Provide a cathodic protection opinion of probable construction cost.

H. Task 15 – Surge Protection Engineering Services

Consultant will prepare a hydraulic surge analysis of the proposed 36-inch pipeline.

- a. Collect Data: Engineer will review proposed pipeline alignment sheets prepared for the 36-inch pipeline from the Water Treatment Plant High Service Pump Station. Such data will be reviewed, evaluated, and formatted, as needed, for input to simulation model building. Engineer will review and verify completeness and consistency of pipeline alignment sheet data and record data to ensure that it represents the current design, including pipeline elevation profile, pipeline materials, design pressure, and locations and size of combination air and vacuum valves.
- b. Building of Synergi Pipeline Simulator (SPS) model for the system: Consultant will build the surge analysis computer model using Synergi Pipeline Simulator (SPS) Version 10.4. Model will include the proposed 36-inch pipeline elevation profile, High Service Pump Station pumps, valves, and piping, and locations and sizes of combination air and vacuum valves. The SPS computer model will be calibrated to meet the steady state flow operating conditions established for the system, with target pressures and flowrates based on design parameters. The surge model will include appropriate boundary conditions for characterizing the upstream supply and the downstream delivery.
- c. Transient Case Simulations based on 60 Design Drawings: Consultant will model up to two (2) hydraulic transient scenarios including:
 - i. Power failure at the High Service Pump Station to the 36-inch pipeline in service. All pumps trip simultaneously.
 - ii. Transfer valve closure.
- d. Base Case Simulations for 60% design plans – The above transient cases shall be simulated for base case conditions as determined for the designed rate of flow. All surge protection devices shall be included in analysis.
- e. Surge Resolution Simulations for 60% design plans – If either the maximum allowable surge pressures or the worst-case allowable vacuum conditions are violated under the above simulated transient scenarios, then additional surge protection devices will be size and added to the model, and the simulations will be re-run to meet the desired conditions.

EXHIBIT A SCOPE OF SERVICES

- f. Technical Memorandum Preparation: Review and interpret results of computer simulations and provide a technical memorandum with graphs and plots of simulation results. The draft technical memorandum will be submitted for review and comments. A meeting or phone conference will be scheduled to review and discuss comments. A final technical memorandum will be issued that includes the resolution of comments. The final approved recommendations for the transient study will be incorporated into the final design of the Secondary Raw Water Line by the design engineers.

I. Task 16 – Easement Acquisition Services

- a. Right-of-Entry and Easement Acquisition Services will be performed for a maximum of 85 easements.
- b. Pre-Acquisition Services
 - i. Confirm ownership and easement information.
 - ii. Attendance of public information meetings, project design meetings, route development field visits by land manager.
- c. Title/Curative Services
 - i. Review preliminary title commitment for properties where permanent easements are to be obtained or preliminary title search information for properties where temporary easements are to be obtained.
 - ii. Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for permanent easements.
 - iii. Secure title insurance for all permanent easements. Cure all exceptions on Schedule C, when applicable. Written approval by the City will be required for any exceptions to coverage.
- d. Right-of-Entry
 - i. Prepare Right-of-Entry packets to include Landowner Bill of Rights, maps and paperwork to be executed.
 - ii. The agent will initiate and participate in landowner meetings for ROE documents.
 - iii. Upload Right-of-Entry executed documents to central location for access by City, its agents and employees.
- e. Negotiation Services
 - i. Determine values for TCE's based on the Tax Appraisal Value x 10% with negotiations up to Tax Appraisal Value x 1.5 x 10%. In this scenario, a floor for a minimum amount to be offered of \$500.00 will be used. If TCE's cannot be acquired using this method within 30 days of the initial offer letter, an appraisal will be ordered by the City.
 - ii. Request Appraisals to be ordered for all permanent offers.
 - iii. Prepare the initial offer letter and any other documents required or requested by the City in an acceptable form.

EXHIBIT A
SCOPE OF SERVICES

- iv. Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - v. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer for permanent easements.
 - vi. Provide a compensation summary to the property owner or authorized representative at the time of the offer for temporary easements.
 - vii. Respond to property owner inquiries verbally and/or in writing within two business days.
 - viii. Prepare a separate negotiator contact report for each parcel file for each contact.
 - ix. Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement.
 - x. Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
 - xi. Prepare Final Offer letter, as necessary. Appraisals will be done by the City's chosen appraiser for Temporary Construction Easements prior to Final Offer letters.
- f. Acquisition/Closing Services
- i. Prepare check request, review closing documents facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all permanent easements.
 - ii. Transport any documents to City and landowner for signatures for all temporary easements.
 - iii. Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
 - iv. Review Title Policy and give to City for permanent storage.
- g. Project/Document Administration
- i. Maintain current status reports of all parcel and project activities and provide monthly or as requested to the City.
 - ii. Participate in project review meetings as requested.
 - iii. Provide copies of all incoming and outgoing correspondence as generated if requested.
 - iv. Maintain copies of all correspondence and contacts with property owners.
 - v. Update database with current status information and documentation.
- h. Initiate and coordinate appraisal with City approved appraisers
- i. Secure written permission from owner to enter the property from which land is to be acquired. Maintain permission letters with appraisal reports.

EXHIBIT A SCOPE OF SERVICES

- ii. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel wherein an appraisal is needed.
- iii. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- iv. All completed appraisals will be administratively reviewed and approved by the City.
- i. Condemnation Support
 - i. Condemnation support by the land acquisition agent (sub-consultant) will be limited to 25% of the total easements on the project.
 - ii. Upon receipt of a copy of the final offer, research and produce an updated "Condemnation Limited Title Report" (search parameters set by City and/or outside legal counsel).
 - iii. Prepare a condemnation package as directed by the City and deliver the package to the City's designee or legal counsel.
 - iv. Upon notification from the City request the update of appraisal.
 - v. Appear as Expert Witness as requested.
- j. Expert testimony is limited to Sub-consultant. Expert Testimony by Consultant will be an additional service.

J. Task 17 – Construction Management Services

The duties, responsibilities and limitations of the authority of the on-site Construction Manager (CM) is as follows:

- a. CM will be City's agent at the site and will act as directed by and under the supervision of City and Consultant. The CM will confer with City regarding CM's actions. CM's dealings in matters pertaining to the on-site work will in general be with City, Consultant, and Contractor. CM's dealings with Subcontractors will only be through, or with full knowledge and approval of, Contractor. CM will generally communicate with City and Consultant on any project issues as needed.
- b. Duties and Responsibilities of the CM:
 - i. Conferences and Meetings: Facilitate meetings with Contractor, Consultant, and City, such as monthly progress meetings and other project related meetings, as requested.
 - ii. Serve as City's and Consultant's liaison with Contractor, working principally through Contractor's project manager and superintendent. Assist in understanding the intent of contract documents and serve as Consultant's and City's representative with Contractor when Contractor's operations affect facility operations.
 - iii. Shop Drawings and Samples:
 - 1. Using the FNIManager System, use and reference a digital copy of shop drawings and other submittals for use in the field to verify materials and

EXHIBIT A SCOPE OF SERVICES

- equipment conforms to approved submittals.
- 2. Advise City, Consultant, and Contractor of the commencement of any work requiring a shop drawing or submittal if the shop drawing or submittal has not yet been approved by City.
- iv. Review of Work, Rejection of Defective Work, Inspections, and Tests:
 - 1. Conduct on-site observations of the work in progress to determine if the work is in general conformance with the contract documents.
 - 2. Report to City and Consultant whenever it appears observed work will not produce a completed Project which conforms generally to the contract documents or will jeopardize the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise City and Consultant of work which should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - 3. Provide visual and magnetic particle inspections on pipe welds. Inspection services will be provided by a Certified Welding Inspector (CWI). CWI will be on-site more often at the first of the project to verify and inspect contractor prove-out and beginning of pipe welding operations and will reduce the trips per week, as directed by CM or the City, after prove-out is completed. 1,900 joints are anticipated for inspection.
 - 4. Verify tests, equipment, system start-ups, and operating and maintenance training are conducted in the presence of appropriate City and Consultant personnel; verify the Contractor maintains adequate records thereof; and observe record and report to City and Consultant appropriate details relative to the test procedures and start-ups. Use the FNiManager System for reporting.
 - 5. Consult with City and Consultant in advance of scheduled major tests, inspections, and start of important phases of the work.
 - 6. Review concrete and soil test reports and upload reports to FNiManager. Notify Consultant and City for results not in compliance with the contract documents.
 - 7. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to City and Consultant.
 - 8. Observe whether Contractor has performed inspections required by laws, regulations, ordinances, codes, and orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- v. Reports:
 - 1. Using the FniManager System, furnish Daily Construction Reports documenting progress of the work and of Contractor's compliance with

EXHIBIT A SCOPE OF SERVICES

- the progress schedule.
- 2. Report immediately to City and Consultant the occurrence of any accident.
- 3. CM will provide a monthly summary report to accompany the pay request submittal to the City and Consultant detailing the project budget status including change orders along with schedule updates.
- vi. Payment Requests: Review Contractor prepared applications for payment. Verify quantities and stored materials with Contractor and report agreed upon quantities to City and Consultant.
- vii. Completion:
 - 1. Attend a preliminary inspection, in the company of City, Consultant, and Contractor and assist in preparation of a list of items to be completed or corrected.
 - 2. Attend a final inspection, in the company of City, Consultant, and Contractor and assist in preparation of a final list of items to be completed or corrected.
 - 3. Observe whether all items on the final punch list have been completed or corrected and make recommendations to City concerning acceptance and Final Completion/Payment.
- viii. Limitations of Authority of CM:
 - 1. CM will note time on each project to ensure proper tracking of effort.
 - 2. Will not authorize any deviation from the contract documents or substitution of materials or equipment (including “or-equal” items), unless authorized by City and Consultant via change order, field order, or other written authorization for or-equal items.
 - 3. Will not exceed limitations of Consultant’s authority as set forth in Agreement or the contract documents.
 - 4. Will not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Superintendent. Contractor will retain responsibility for construction quality.
 - 5. During construction, the CM will work with the Contractor on field issues and discuss potential resolutions. However, the CM will not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
 - 6. The Contractor is responsible for the safety plan on-site. CM will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work or any activities or operations of City or Contractor.
 - 7. Will not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by City.

Consultant will provide CM services during the construction phase as indicated. The

EXHIBIT A SCOPE OF SERVICES

level of effort for on-site CM coverage to fulfill the scope detailed above is estimated as:

- Full-time CM Services at 50 hours per week for 12 months – not to exceed 2,600 hours
- Part-time CM Services at 24 hours per week for construction start up and completion, assumed for 2 months – not to exceed 208 hours
- Senior CM Services at an average of 16 hours per month – not to exceed 340 hours

V. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

- A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:
1. Scope of Services for the Project in Relation to Article 3, Section 3.1.4 of the Standard Form Agreement – Relating to the Project, the parties agree that at the time of the execution of the Agreement, the requirements of the Barriers Act are not applicable to the Scope of Services to be performed by Consultant under this Agreement.
 2. Detailed construction staking.
 3. Trench excavation safety plan.
 4. Public Meetings, unless noted in the scope of services.
 5. Tree Survey, unless noted in the scope of services.
 6. Storm Water Pollution Prevention Plans.
 7. Section 10 Permitting with the USACE.
 8. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
 9. Preparation of a standard individual Section 404 permit application.
 10. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
 11. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
 12. Additional field investigations or analysis required to respond to public or regulatory agency comments.
 13. Expert representation at legal proceedings or at contested hearings.
 14. Mitigation monitoring if required by permit conditions.

EXHIBIT B
PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

A. Conceptual Study (Expected Completion: May 2022)	\$344,600
B. Preliminary Design (30%) (Expected Completion: June 2022)	\$387,150
C. Intermediate Design (60%) (Expected Completion: August 2022)	\$747,950
D. Final Design (90%, 100%) (Expected Completion: December 2022)	\$1,181,600
E. Bid Phase Services (Expected Completion: March 2023)	\$108,600
F. Construction Administration (Expected Completion: April 2024)	\$401,200
G. Record Drawings (Expected Completion: May 2024)	\$46,250
<u>Total Basic Services (Lump Sum)</u>	<u>\$3,217,350</u>

II. Special Services

A. Topographic Surveying (Expected Completion: June 2022)	\$355,650
B. Easement Documents (Expected Completion: July 2022)	\$199,625
C. Subsurface Utility Engineering (Expected Completion: October 2022)	\$107,225
D. Geotechnical Engineering (Expected Completion: September 2022)	\$361,700
E. Environmental Services (Expected Completion: June 2022)	\$41,400
F. Archeological Investigation Services (Expected Completion: June 2022)	\$52,100
G. Corrosion Engineering Services (Expected Completion: October 2022)	\$86,650
H. Surge Protection Engineering Services (Expected Completion: November 2022)	\$103,700
I. Easement Acquisition Services (Expected Completion: February 2023)	\$887,150
J. Construction Management Services (Expected Completion: April 2024)	\$661,000

<i><u>Total Authorized Special Services</u></i>	<i><u>\$2,856,200</u></i>
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<i>Project Budget, Grand Total (Not-To-Exceed)</i>	<i>\$6,073,550</i>
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EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.
9. Text should not be smaller than 0.08" on a full size sheet, and should be a font such as Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

- I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies. Material. Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

EXHIBIT D
**CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

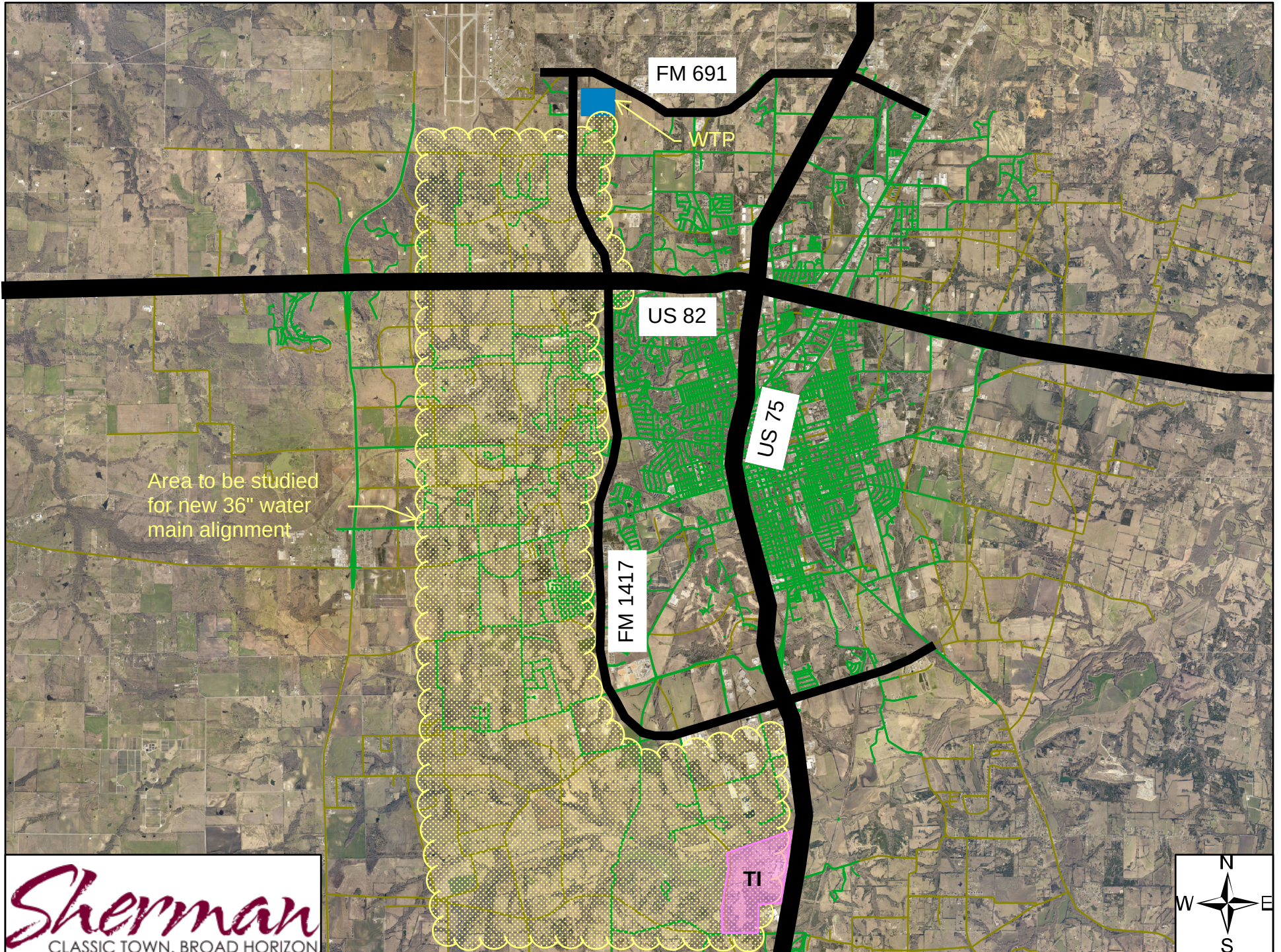
Coverage Required		Limits
<u> X </u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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- | | | | |
|---------------|-----|---|--|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 6. | City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity _____ Date		



FM 691

WTP

US 82

US 75

FM 1417

Area to be studied
for new 36" water
main alignment

TI





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 2.

Meeting Date: 04/04/2022

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6869

Authorizing the Removal and Replacement of an Air-Cooled Chiller in Kidd Key Auditorium from Siemens Industry, Inc. through the U.S. General Services Administration (GSA) Multiple Award Schedule Cooperative Purchasing Program

Issue:

To consider approval of a resolution for the removal and replacement of an air-cooled chiller in Kidd Key Auditorium from Siemens Industry, Inc. through the U.S. General Services Administration (GSA) Multiple Award Schedule Purchasing Cooperative.

Background:

The air-cooled chiller is responsible for the air conditioning of Kidd Key Auditorium, located at the Sherman Municipal Building. The existing chiller has been in operation for approximately 22 years and has reached the end of its useful life. The estimated cost for the chiller removal and replacement is \$187,661.74 through the GSA purchasing cooperative.

In addition to the chiller, the Municipal Building's automation system is no longer functioning and must be replaced. Due to the current lead time, City staff is bringing the chiller forward for approval and will address the automation system in the coming weeks.

Origination:

Building Maintenance Department

Financial Consideration:

Funding for this project is available in the FY 2021-2022 Capital Improvement Program.

Staff Recommendation:

It is recommended that staff be authorized to procure the removal and replacement of the air-cooled chiller in Kidd-Key Auditorium from Siemens Industry, Inc. through the GSA.

Alternatives:

As may be recommended by the City Council.

Attachments

Resolution No. 6869

Quote

RESOLUTION NO. 6869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE REMOVAL AND REPLACEMENT OF AN AIR-COOLED CHILLER IN KIDD KEY AUDITORIUM FROM SIEMENS INDUSTRY, INC. THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION (GSA) MULTIPLE AWARD SCHEDULE PURCHASING PROGRAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 to purchase from Siemens Industry, INC through the U.S. General Services Administration (GSA) Multiple Award Schedule Purchasing Cooperative Program for removal and replacement of an air-cooled chiller in Kidd Key Auditorium at an estimated cost of One Hundred Eighty Seven Thousand Six Hundred Sixty One Dollars and Seventy Four Cents(\$187,661.74). Any agreements related to the purchase must be approved by the City Attorney.

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 on this the 4th day of April, 2022.

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: _____
RYAN D. PITTMAN, CITY ATTORNEY



Siemens Industry, Inc.
1000 Deerfield Parkway
Buffalo Grove, IL 60089

Quotation: GSA2200635

Sold To: City of Sherman
Municipal Building Chiller Changeout

Sales Rep: Jimmy Jones
Phone: 214-507-8368
Email Address: jimmy.jones@siemens.com

Quote Date: 03/30/22
Payment Terms: NET 30

Line	GSA Contract Number	SIN	Part #	Sales Order Item Description	Notes	Quantity	U/M	GSA Unit Price	Extended Price
1	GS-07F-217CA	334290	BAU SER PROJECT MANAGER 1	BAU Service Project Manager 1		24	HR	221.66	5,319.84
2	GS-07F-217CA	334290	BAU SER SPECIALIST 1	BAU Service Specialist 1		61	HR	186.40	11,370.40
3	GS-07F-217CA	334512	MECHANIC 4	Mechanic 4		56	HR	136.02	7,617.12
4	GS-07F-217CA	334290	ELECTRICAL SPECIALIST 4	Electrical Specialist 4		8	HR	170.57	1,364.56
5	OPEN MARKET	OM	B204FM	B204FM 4 BFV 2W FC MNL OPTR HANDLE		2	EA	139.22	278.44
6	OPEN MARKET	OM	MISC-MAT	Miscellaneous Material	Notes: Daikin Trailblazer Air Cooled Chiller	1	EA	133,632.35	133,632.35
7	OPEN MARKET	OM	MISC-MAT	Miscellaneous Material	Notes: Pipe and flanges	1	EA	2,941.18	2,941.18
8	OPEN MARKET	OM	MISC-MAT	Miscellaneous Material	Notes: Heat Trace 36'	2	EA	361.38	722.76
9	OPEN MARKET	OM	FREIGHT	Freight for Open Market items		1	EA	2,759.04	2,759.04
10	OPEN MARKET	OM	WARRANTY	Warranty for Open Market Items Only		1	EA	3,448.80	3,448.80
11	OPEN MARKET	OM	SUB-LABOR	Subcontractor Labor and materials	Notes: Crane w/Operator	1	EA	5,013.74	5,013.74
12	OPEN MARKET	OM	SUB-LABOR	Subcontractor Labor and materials	Notes: Mechanical Insulation	1	EA	6,262.75	6,262.75
13	OPEN MARKET	OM	SUB-LABOR	Subcontractor Labor and materials	Notes: Electrical Wiring	1	EA	5,161.20	5,161.20

Siemens Industry, Inc. DUNS
Sam.gov UEI
Federal Tax ID #
Cage Code #

01-094-4650
JZXZSN3BBL98
13-2762488
1HLQ3

GSA Contract Expiration Date:
Warranty:

31-Aug-25
standard commercial

Prime Contract: GS-07F-217CA
Firm Fixed Price



Siemens Industry, Inc.
1000 Deerfield Parkway
Buffalo Grove, IL 60089

Quotation: GSA2200635

Sold To: City of Sherman
Municipal Building Chiller Changeout

Sales Rep: Jimmy Jones
Phone: 214-507-8368
Email Address: jimmy.jones@siemens.com

Quote Date: 03/30/22
Payment Terms: NET 30

Line	GSA Contract Number	SIN	Part #	Sales Order Item Description	Notes	Quantity	U/M	GSA Unit Price	Extended Price
14	OPEN MARKET	OM	SUB-LABOR	Subcontractor Labor and materials	Notes: Test and Balancing Services	1	EA	1,769.56	1,769.56

This offer is valid for 60 days from the quote date or the stated validity period in the solicitation.

Total Quotation 187,661.74

Based on its reasonable inquiry, Siemens represents that it does not provide or use (or use any equipment, system, or service that uses) covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument. In doing so, Siemens relies on the representations of its subcontractors receiving FAR 52.204-25 (Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment) as a flow-down in Siemens' subcontracts in accordance with section (e) of the clause. In doing so, Siemens also assumes that there are no prohibited subsidiaries or affiliates in the FAR 52.204-25 definition of "Covered telecommunications equipment or services" that are not already listed as excluded parties in the System for Award Management (SAM)

Siemens Industry, Inc. DUNS
Sam.gov UEI
Federal Tax ID #
Cage Code #

01-094-4650
JZXZSN3BBL98
13-2762488
1HLQ3

GSA Contract Expiration Date: 31-Aug-25
Warranty: standard commercial

Prime Contract: GS-07F-217CA
Firm Fixed Price



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 3.

Meeting Date: 04/04/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6870

Abandoning The City's Interest in an Access Easement Located in the Marcus L. Bone Survey, Abstract No. 112, and being Filed of Record Under Instrument No. 2020-31894, Official Public Records, Grayson County, Texas

Issue:

To consider the abandonment of an access easement located in the Marcus L. Bone Survey, Abstract No. 112, filed of record under Instrument No. 2020-31894, OPRGCT

Background:

The access easement is not being used and is no longer necessary.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the access easement abandonment.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6870

Filed Access Easement 2020-31894

Location Map

RESOLUTION NO. 6870

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING THE CITY'S INTEREST IN AN ACCESS EASEMENT LOCATED IN THE MARCUS L. BONE SURVEY, ABSTRACT NO. 112, AND BEING FILED OF RECORD UNDER INSTRUMENT NO. 2020-31894, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas ("Sherman") received a request to abandon Sherman's interest in an Access Easement located in the Marcus L. Bone Survey, Abstract No. 112, filed of record under Instrument No. 2020-31894, Official Public Records, Grayson County, Texas (the "Easement"); and

WHEREAS, the City Council of the City of Sherman, Texas, ("City Council") has held a public hearing on the proposed abandonment and the abutting property owners of the Easement have been notified; and

WHEREAS, the City Council finds that all persons who own property adjacent to the Easement and all utilities which have access to the Easement, if any, concur and agree with the proposed abandonment; and

WHEREAS, the City Council has investigated and determined that the Easement is not essential to the safe and efficient flow of traffic in the area in which the Easement is located; and

WHEREAS, the City Council finds that it is in the best interest of Sherman and its citizens to abandon Sherman's interest in the Easement and that such abandonment will benefit the public generally.

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

SECTION 1. That Sherman hereby abandons its interest in the Easement.

SECTION 2. That all presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communications lines and facilities and any other utility lines and facilities, if any, that are located in the Easement may remain in place despite this Resolution and may continue to be used, repaired, enlarged and maintained in the ordinary course of business. Any person wanting removal of any existing utility line or facility must negotiate separately with the pertinent utility. Any person building in the Easement without first reaching an agreement with a utility having lines or facilities in the Easement does so at his own risk. After the

date of this Resolution, no utility may add new lines or facilities in the Easement based on a claim that the Easement is a public easement. The abandonment approved by this Resolution does not relinquish any right arising other than from the plat or other instrument creating the public Easement, nor does this Resolution create new rights.

SECTION 3. 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.

SECTION 4. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 4th day of April, 2022.

CITY OF SHERMAN, TEXAS

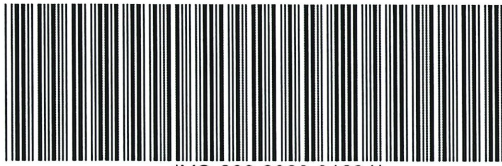
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
ABERNATHY, ROEDER,
BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



VG-286-2020-31894

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2020 - 31894

Real Property Recordings

Recorded On: November 16, 2020 03:23 PM

Number of Pages: 10

Parties: WITHROW SHARON M

" Examined and Charged as Follows: "

Total Recording: \$48.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described Document
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 31894
Receipt Number: 20201116000171
Recorded Date/Time: November 16, 2020 03:23 PM
User: Rachelle C
Station: CLERK06

Record and Return To:

CITY OF SHERMAN
220 W MULBERRY

SHERMAN TX 75090



STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT SHARON M. WHITHROW AND K.R. WITHROW (hereinafter called "Grantors" whether one or more), in consideration of ONE Dollar and No Cents (\$1.00), and the further consideration of the benefit to be derived on account of the construction, reconstruction and maintenance by the City of Sherman of a lift station, and other good and valuable consideration paid by the City of Sherman, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, do hereby give, grant and convey to said Grantee, 220 W. Mulberry Street, Sherman, Texas, its successors, and assigns, a perpetual easement with the right of ingress and egress in, over, and through Grantor's land, such land more particularly described in an instrument recorded in **Volume 2192, Page 10, Deed Records, Grayson County, Texas**. Such easement shall be for the limited purpose of constructing a private road allowing Grantee access to property located adjacent to and west of Grantor's property for the purposes of (1) the inspection, operation, patrol, removal, repair, replacement, construction, reconstruction, installation, improvement, enlargement and/or maintenance of a lift station to be located west of Grantor's real property and (2) extending electricity and water utilities to the subject lift station. The permanent right of way easement hereby granted shall be twenty-five feet (25') in width as described in Exhibit "A" and used exclusively for a private roadway by Grantee to access and to provide electricity and water to the subject lift station. A thirty feet (30') in width temporary right of way easement as described in Exhibit "B" is hereby granted to facilitate the construction of the subject roadway and electricity and water utilities such to expire on the completion of the roadway, electricity and water utilities and/or twenty-four months from the date of this Access Easement, whichever is earlier.

The private roadway shall be for the sole use of Grantor and Grantee and shall not become a public roadway without the prior written consent of Grantor. Grantee shall provide a means of restricting use of the private roadway such as a locked gate, but shall provide Grantor with all necessary keys, codes and passwords to access the roadway. Other than locked gates at the beginning and end of the easement, the roadway shall not be fenced without Grantors' prior written consent.

In the event Grantor, or Grantor's successors and/or assigns, decide in their sole discretion to develop some or all of the real property described in Volume 2192, Page 10, Deed Records, Grayson County, Texas, and further conclude in their sole discretion that relocating the roadway and easement granted hereby would facilitate such development, then Grantors shall have the right to relocate the roadway, electrical and water utilities and easement described in Exhibit "A" to any other location so long as the new location of the roadway and easement provides access to the subject lift station. The cost of such relocation shall be paid by Grantor and Grantee with Grantor paying the cost of relocating the roadway and Grantee paying the cost to relocate any utilities located in the easement.

This agreement, together with the other provisions of this grant, shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns. GRANTORS reserve, retain, and shall continue to enjoy the use of the surface of the herein

granted easement for any and all purposes which do not interfere with and prevent the use by GRANTEE. No structures or improvements, other than the roadway, and electrical and water utilities, may be placed or constructed within the limits of the easement. In the event the Lift Station contemplated hereby is not completed within thirty-six (36) months of the date of this Access Easement, this easement shall expire and terminate by its own terms. In such event Grantee shall sign a release of easement and file the same in the Deed Records of Grayson County, Texas within ten (10) days of receiving a request from Grantor.

Upon the completion of construction of the roadway, GRANTEE shall replace and restore all existing fences, walls, streets, roads, driveways, parking areas, walks, or any other improvements which may have been relocated or removed by GRANTEE, unless such replacement and restoration would interfere with GRANTEE'S use and enjoyment of the roadway. Grantee shall have the sole duty and responsibility to maintain the roadway at Grantee's sole expense and keep the same in good repair free of potholes, erosion, washes and grass incursion. At a minimum this will include regular grading, re-graveling and ditch repair to ensure that the roadway remains in good repair and that water is properly drained from the roadway and easement without negatively impacting the adjacent real property including but not limited to creating erosion problems and/or diverting the natural flow of water. Reasonable measures will be taken to prevent dust from the roadway from blowing onto adjacent real property such measures to include the use of rock and other road building materials that have a low propensity for blowing with the wind and/or in connection with traffic on the roadway.

TO HAVE AND TO HOLD THE SAME, together with, all and singular, the rights and appurtenances thereto in anywise belonging to the said GRANTEE, its successors and assigns forever, and GRANTORS do hereby bind themselves, their heirs, successors and assigns, to Warrant and Forever Defend, all and singular, the said easement unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

This instrument shall be constructed as conveying an access easement to the GRANTEE, and fee title is reserved by GRANTOR, their heirs, successors and assigns, subject to such easement.

IN WITNESS WHEREOF the said Grantors has executed this instrument this

13 day of Nov, 2020.

GRANTORS:

SHARON M. WITHROW

K. R. WITHROW

BY: Sharon M. Withrow

BY: K.R. Withrow

PRINT: Sharon M. Withrow

PRINT: K.R. Withrow

TITLE: Owner

TITLE: Owner

ADDRESS: 7708 La Bolsa Dr
Dallas, Tx 75248

ADDRESS: 7708 La Bolsa Dr
Dallas, Tx 75248

ACKNOWLEDGEMENT

STATE OF TEXAS

*

*

COUNTY OF ~~GRAYSON~~

* Dallas

BEFORE ME, the undersigned authority, on this day personally appeared **SHARON M. WITHROW**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 13th

day of November, A.D., 2020.

NOTARY SIGNATURE: Jeanine Rene Nunez-Rodriguez

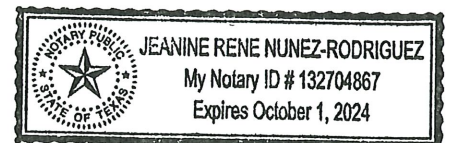
COMMISSION EXPIRES: 10-01-2024

ACKNOWLEDGEMENT

STATE OF TEXAS

*

*



COUNTY OF GRAYSON

*

BEFORE ME, the undersigned authority, on this day personally appeared **K. R. WITHROW**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 13th

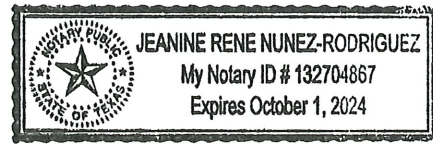
day of November, A.D., 2020.

NOTARY SIGNATURE:

Jeanine R Nunez Rodriguez

COMMISSION EXPIRES:

10-01-2024



CITY OF SHERMAN, TEXAS

BY

Robby Hefton

IT'S CITY MANAGER

ACKNOWLEDGEMENT

STATE OF TEXAS

*

*

COUNTY OF GRAYSON

*

BEFORE ME, the undersigned authority, on this day personally appeared Robby Hefton, **THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed with full authority to act on behalf of the CITY OF SHERMAN, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 16th

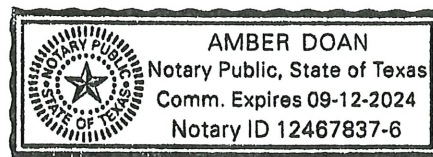
day of November, A.D., 2020.

NOTARY SIGNATURE:

Amber Doan

COMMISSION EXPIRES:

09/12/2024



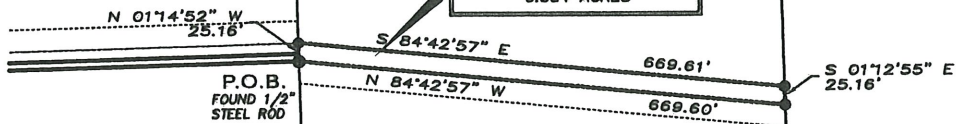
MARCUS L. BONE SURVEY
ABSTRACT NO. 112

42.331 AC
RONNY L. HALIBURTON
VOL. 3041, PG. 317
O.P.R.G.C.T.

30.376 AC
K.R. WITHROW
SHARON M. WITHROW
VOL. 2192, PG. 10
O.P.R.G.C.T.

LIFT STATION
25' WIDE PERMANENT
ACCESS & UTILITY EASEMENT

K.R. WITHROW, et ux
0.384 ACRES



REM 90 AC
WALTER L. WRIGHT
VOL. 1109, PG. 433
O.P.R.G.C.T.

30.376 AC
K.R. WITHROW
SHARON M. WITHROW
VOL. 2192, PG. 10
O.P.R.G.C.T.

NAYLOR LANE

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE



LIFT STATION
EXHIBIT "A"
TOTAL PERMANENT
EASEMENT
(0.384 ACRES)



DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
SURVEYED ON THE GROUND
JANUARY 2018
FIRM NO. 10006300

CITY OF SHERMAN
TEXAS



DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75021
(903) 465-2151 FAX: (903) 465-2152

DATE: 3/1/18
DRAWN BY: JCC
APPROVED BY: DWJ
SCALE: 1" = 200'

25' ACCESS EASEMENT
MARCUS L. BONE SURVEY, ABST. NO. 112
GRAYSON COUNTY, TEXAS
GRANTOR: K.R. WITHROW, et ux



Access & Utility Easement
Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Marcus L. Bone Survey, Abstract No. 112, and being a part of the 30.376 acre tract of land conveyed to K.R. Withrow and Sharon M. Withrow by deed of record in Volume 2192, Page 10, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at a 1/2" steel rod found in the west line of said 30.376 acre tract said rod maintaining the southeast corner of a 42.331 acre tract of land conveyed to Ronny L. Haliburton by deed of record in Volume 3041, Page 317, Official Public Records, Grayson County, Texas;

Thence North $01^{\circ}14'52''$ West, along the west line of said 30.376 acre tract also being the east line of said 42.331 acre tract, a distance of 25.16 feet to a point;

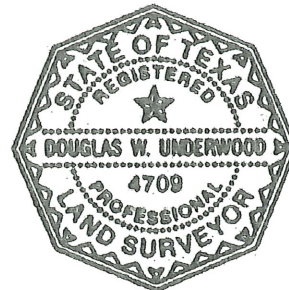
Thence South $84^{\circ}42'57''$ East, over and across said 30.376 acre tract, a distance of 669.61 feet to a point in the center of Naylor Lane;

Thence South $01^{\circ}12'55''$ East, along the center of said Naylor Lane, a distance of 25.16 feet to a point;

Thence North $84^{\circ}42'57''$ West, over and across said 30.376 acre tract, a distance of 669.60 feet to the Point-of-Beginning and containing 0.384 acres (16,740 square feet) of land.

A handwritten signature in dark ink, appearing to read "D. Underwood", is written over a light gray grid background.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709
Firm No. 10006300



MARCUS L. BONE SURVEY
ABSTRACT NO. 112

42.331 AC
RONNY L. HALIBURTON
VOL. 3041, PG. 317
O.P.R.G.C.T.

30.376 AC
K.R. WITHROW
SHARON M. WITHROW
VOL. 2192, PG. 10
O.P.R.G.C.T.

30' WIDE
TEMPORARY EASEMENT

K.R. WITHROW, et ux
0.461 ACRES



REM 90 AC
WALTER L. WRIGHT
VOL. 1109, PG. 433
O.P.R.G.C.T.

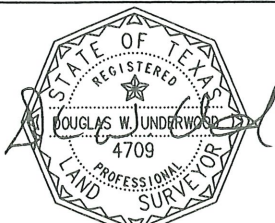
30.376 AC
K.R. WITHROW
SHARON M. WITHROW
VOL. 2192, PG. 10
O.P.R.G.C.T.

NAYLOR LANE

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE



EXHIBIT "B"
TOTAL TEMPORARY
EASEMENT
(0.461 ACRES)



DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
SURVEYED ON THE GROUND
JANUARY 2018
FIRM NO. 10006300

CITY OF SHERMAN
TEXAS

DATE: 3/1/18
DRAWN BY: JCC
APPROVED BY: DWU
SCALE: 1" = 200'



DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75021
(903) 465-2151 FAX: (903) 465-2152

30' TEMPORARY EASEMENT
MARCUS L. BONE SURVEY, ABST. NO. 112
GRAYSON COUNTY, TEXAS
GRANTOR: K.R. WITHROW, et ux

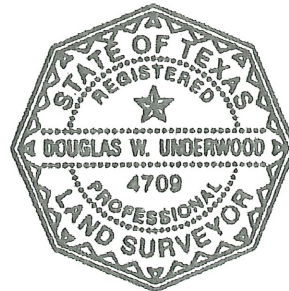


Temporary Easement Legal Description

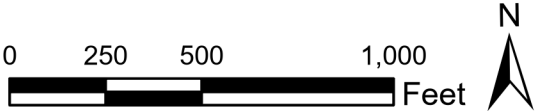
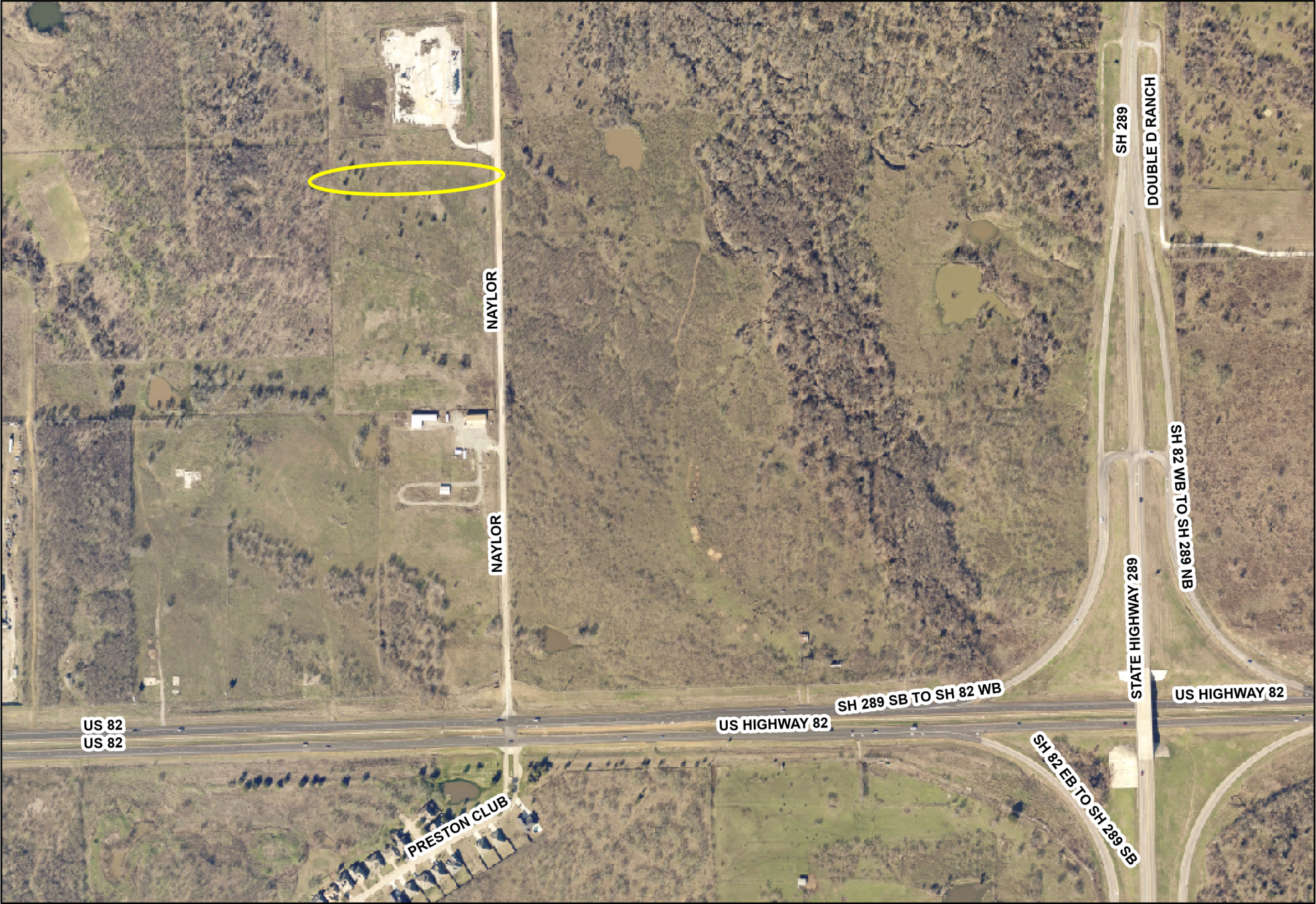
Situated in the County of Grayson, State of Texas, being a part of the Marcus L. Bone Survey, Abstract No. 112, and being a part of the 30.376 acre tract of land conveyed to K.R. Withrow and Sharon M. Withrow by deed of record in Volume 2192, Page 10, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at a 1/2" steel rod found in the west line of said 30.376 acre tract said rod maintaining the southeast corner of a 42.331 acre tract of land conveyed to Ronny L. Haliburton by deed of record in Volume 3041, Page 317, Official Public Records, Grayson County, Texas;
Thence South 84°42'57" East, a distance of 669.60 feet ;
Thence South 01°12'55" East, a distance of 30.19 feet ;
Thence North 84°42'57" West, a distance of 669.58 feet a point
Thence North 01°14'52" West, a distance of 30.20 feet to the Point of Beginning and containing 0.461 acres or 20088 square feet of land.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709
Firm No. 10006300



Easement Abandonment





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 4.

Meeting Date: 04/04/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6871**

Authorizing Execution of an Encroachment Agreement with Dhesi Investments, LLC for the Installation of a Ten Foot Wide Paved Access Drive within the Platted Public Alley Running East and West between Pecan Street and Mulberry Street, in Chaffin's 1st Addition and Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition, Volume 26, Page 49 and Instrument No. 2021-201, PRGCT, for Rear Entry Purposes for Lot 6R of said Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition in the City of Sherman, Grayson County, Texas

Issue:

To consider entering into an encroachment agreement with respect to the platted public alley running east and west between Pecan Street and Mulberry Street in Chaffin's First Addition and Replat in Sherman, Grayson County, Texas

Background:

On July 20, 2021, the Planning & Zoning Commission approved the Replat of a part of Lots 6 and 7, Block 14 of the Chaffins First Addition for 813 E. Pecan Street. The Staff Review Letter recommended rear entry for safety purposes and improvement of alley if rear entry parking were to be used for the property. The Developer has agreed to create a ten foot (10') wide paved access drive within the platted public alley and maintain as needed in order to provide rear entry to said lot. As the ten foot (10') wide paved access drive lies within the platted public alley, an Encroachment Agreement is required.

Origination:

Developer and Engineering Department

Financial Consideration:

Installation and maintenance of the ten foot (10') wide paved access drive will be the financial responsibility of the Developer and any successors and/or assigns.

Staff Recommendation:

City staff and franchise utilities have no objections to the proposed encroachment; and it is recommended that the encroachment be granted.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6871

Encroachment Agreement 813 E. Pecan

Exhibit B as noted in both documents

Location Map

RESOLUTION NO. 6871

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO DHESI INVESTMENTS, LLC FOR THE INSTALLATION OF A TEN FOOT WIDE PAVED ACCESS DRIVE WITHIN THE PLATTED PUBLIC ALLEY RUNNING EAST AND WEST BETWEEN PECAN STREET AND MULBERRY STREET, IN CHAFFIN'S 1ST ADDITION AND REPLAT OF A PART OF LOTS 6 AND 7, BLOCK 14 OF CHAFFINS FIRST ADDITION, VOLUME 26, PAGE 49 AND INSTRUMENT NO. 2021-201, PRGCT, FOR REAR ENTRY PURPOSES FOR LOT 6R OF CHAFFINS FIRST ADDITION REPLAT, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 an encroachment agreement to Dhesi Investments, LLC for the installation of a ten foot wide paved access drive within the platted public alley running East and West between Pecan Street and Mulberry Street in Chaffins 1st Addition and Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition, Volume 26, Page 49 and Instrument No. 2021-201, PRGCT, for rear entry purposes for Lot 6R of said Chaffins First Addition Replat, in the City of Sherman, as described and depicted on Exhibits "A" and "B" attached hereto and incorporated herein 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 on this the 4th day of April, 2022.

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

EXHIBIT “A”

Lot 6R of Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition, as filed of record in Instrument No. 2021-201, Plat Records, Grayson County, Texas

ENCROACHMENT AGREEMENT

The **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "CITY," and **DHESI INVESTMENTS, LLC** of Sherman, Texas, hereinafter called "DEVELOPER," enter into this encroachment agreement to allow Developer to install a ten foot wide paved access drive within the platted public alley running East and West between Pecan Street and Mulberry Street, in Chaffins 1st Addition and Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition, Volume 26, Page 49 and Instrument No. 2021-201, PRCGT (the "City Alley"), for rear entry purposes for Lot 6R of said Chaffins First Addition Replat, Sherman, Texas, as described and depicted on Exhibits "A" and "B," attached hereto and incorporated herein for all purposes.

This instrument shall allow DEVELOPER, its heirs, successors and assigns, to encroach onto the City Alley for the limited purpose of installing a ten foot wide paved access drive within the herein described encroachment area, as shown on the attached exhibit. DEVELOPER, its heirs, successors and assigns, agree that all construction, replacement and maintenance of the access drive shall be the sole responsibility of the DEVELOPER, its heirs, successors and assigns, without cost, fees or expense to CITY.

That DEVELOPER, its heirs, successors and assigns, shall fully and completely defend, indemnify and hold harmless the CITY from any and all damages, actions, suits, claims, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorney fees which may occur in any manner by reason of any manner, fact, or thing arising from this agreement and use of the area described herein.

The DEVELOPER, its heirs, successors and assigns, agree to and shall allow any and all franchised utilities to continue uninterrupted use of the encroachment area described herein for their operations without cost, fees, or expense.

The maintenance of said improvement is the sole responsibility of the current property of Lot 6R of Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition, as filed of record in Instrument No. 2021-201, Plat Records, Grayson County, Texas. DEVELOPER'S obligation under this agreement constitutes a covenant running with the land and burden said property, being Lot 6R of Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition, as filed of record in Instrument No. 2021-201, Plat Records, Grayson County, Texas.

In the event it becomes necessary for the CITY or any public utility or franchisee to utilize the encroachment area for the purpose of installing new utilities, removing or repairing any public utilities or other public infrastructure or facilities located therein, DEVELOPER, its heirs, successors and assigns, hereby release CITY and any public utility and franchisee from any and all claims for damages, costs or expenses, and shall include, but specifically not be limited to, the cost of repair, relocation, or removal of ten foot wide paved access drive and loss of use of such area.

In the event the CITY determines, in its sole discretion, to terminate this encroachment agreement, which it has the right to do for any reason or no reason and at any time, DEVELOPER, its heirs, successors and assigns, agree and consent to such termination, which is effective upon CITY unilaterally passing a resolution to that effect and filing the same in the Deed Records of Grayson County, Texas, all without the joinder or consent of DEVELOPER, its heirs, successors and assigns.

[Signature page follows.]

AGREED AND EXECUTED this the _____ day of _____, 2022.

CITY:

CITY OF SHERMAN, a Texas home-rule
municipal corporation

Approved as to Form:

Abernathy, Roeder, Boyd & Hullett,
P.C.

BY: _____

Robby Hefton,
City Manager

By: _____

Ryan D. Pittman
City Attorney

Attest: _____

Linda Ashby,
City Clerk

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on _____, 2022, by Robby Hefton, City Manager of the **CITY OF SHERMAN**, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Printed Name of Notary: _____

My Commissions Expires: _____

DEVELOPER:

DHESI INVESTMENTS, LLC,
a Texas limited liability company

BY: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on _____, 2022, by _____, _____ of the **DHESI INVESTMENTS, LLC**, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

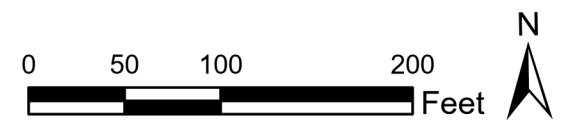
Printed Name of Notary: _____

My Commissions Expires: _____

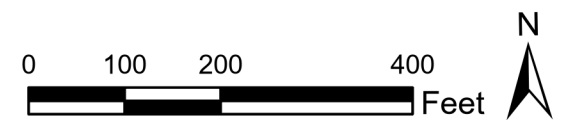
EXHIBIT "A"

Lot 6R of Replat of a part of Lots 6 and 7, Block 14 of Chaffins First Addition, as filed of record in Instrument No. 2021-201, Plat Records, Grayson County, Texas

813 E. Pecan



813 E. Pecan





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 1.

Meeting Date: 04/04/2022

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Texoma Parkway Water Main Replacement From FM691 To Fallon Drive Project

Issue:

Requesting permission to advertise for bids the construction of the Texoma Parkway Water Main Replacement From FM691 To Fallon Drive Project

Background:

The project includes the replacement of the existing water line on Texoma Parkway from FM691 to Fallon Drive. This existing waterline is a 12-inch cast iron water line that was installed in 1964 and has deteriorated and reached the end of its service life. Construction of this project was programmed in the FY21-22 CIP budget.

Origination:

Engineering Department

Financial Consideration:

The project estimate of probable cost is approximately \$1,500,000.00. Funding will be through the Coronavirus State and Local Fund, a part of the American Rescue Plan Act (ARPA); also known as Covid-19 Stimulus Package. The cost of advertising is expected to be less than \$500.00.

Staff Recommendation:

It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Location Map



Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 1.

Meeting Date: 04/04/2022

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for the Proposed Annexation of Approximately 113.414 acres of land located South of the Intersection of FM 1417 Ext and E. Lamar St., adjacent to the Sherman City Limits and in the City of Sherman's Extra-territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of approximately 113.414 acres of land located South of the intersection of North of FM 1417 Ext and E. Lamar St., adjacent to the Sherman City Limits, and in the City's extra-territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

The property owner, First Step Homes, has requested annexation into the city limits of approximately 113.414 acres of land located south of the intersection of North of FM 1417 Ext and E. Lamar St., adjacent to the Sherman City Limits and in the City's ETJ. City staff recommends the public hearing on the request to annex be held at the April 18th meeting and that action on the Annexation Ordinance be taken at the same meeting.

Origination:

Letter requesting annexation by First Step Homes

Financial Consideration:

A cost benefit analysis will be prepared prior to final action on this item.

Staff Recommendation:

City Staff recommends that the public hearing on the intent to annex be held at the April 18th called meeting and that action on the Annexation Ordinance be taken at the same meeting.

Alternatives:

None proposed

Attachments

Annexation Scheduling Plan - Frontera

Request for Annexation

Annexation Service Plan Agreement

Exhibit A - Legal Description and Drawing

Aerial Location Map

ANNEXATION SCHEDULING PLAN

**Annexation of approximately 113.414 acres of land adjacent to the city limits,
located South of the intersection of FM 1417 Ext and E. Lamar St.
being more specifically described as:
Frontera Manufactured Home Community**

- Monday, April 4, 2022.....City Council sets public hearing date and accepts annexation application.
- Wednesday, April 6, 2022Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code.
- Friday, April 8, 2022.....Publish notice of public hearing in the City’s official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City’s website and keep posting up until the date of the hearing.
- Thursday, April 4, 2022.....Post notice of public hearing as required by Open Meetings Act.
- Monday, April 18, 2022.....Hold public hearing. (Regular Council Meeting)
- Monday, April 18, 2022.....Adopt ordinance. (Regular Council Meeting)



March 3, 2022

Rob Rae, AICP
Planning and Zoning
City of Sherman
220 W. Mulberry
Sherman, TX 75090

Re: **Frontera Manufactured Home Community**
2708 East Lamar Street
Sherman, TX 75090

Dear Mr. Rae:

The Frontera Manufactured Home Community is a 113.414-acre, 407-Unit, Manufactured Home Community proposed for the property located at 2708 East Lamar Street in Sherman, TX 75090. Owned by Frontera MHC, LLC, and identified by Grayson County CAD as properties #228163 #228167, and a portion of land in #122228 located near the intersection of FM 1417 and E Lamar St in the City of Sherman ETJ. Currently, we are requesting annexation of this property into the City of Sherman, TX. We are requesting annexation to be within the City of Sherman water and wastewater districts and use their services.

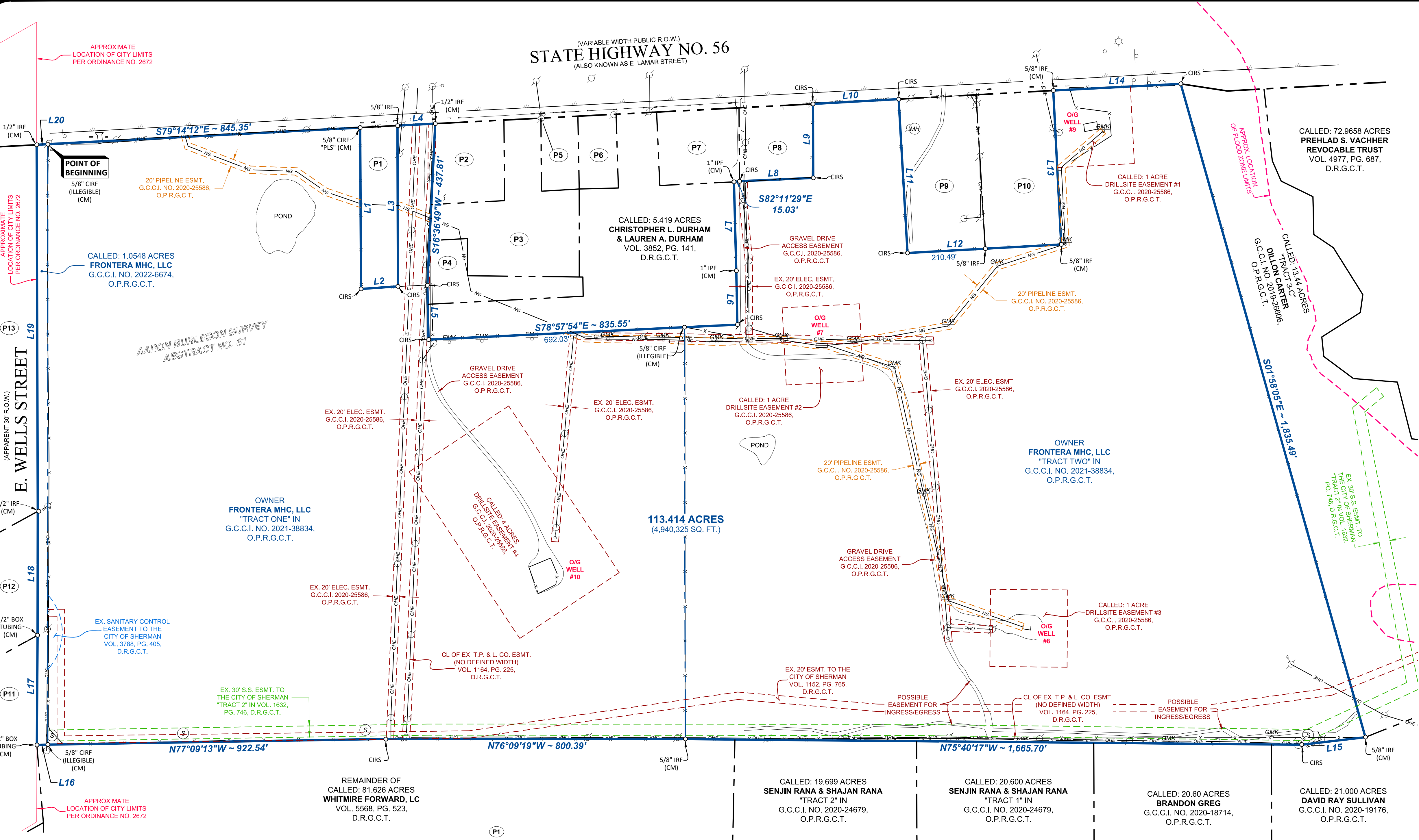
If you have any questions or require additional information, please call me at (469) 442-7553, or send an email to marley@firststep.homes.

Best Regards,

Marley T Phillips

Marley Phillips
Land Development Manager
First Step Homes

STATE HIGHWAY NO. 56
(ALSO KNOWN AS E. LAMAR STREET)



* LEGEND *

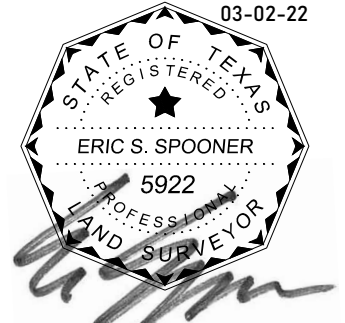
CIRS 5/8" IRON ROD WITH CAP SET
CIRF IRON ROD WITH CAP FOUND
IRF IRON ROD FOUND
IPF IRON PIPE FOUND
(CM) CONTROLLING MONUMENT
VOL. VOLUME
PG. PAGE
G.C.C.I. NO. GRAYSON COUNTY CLERK'S INSTRUMENT NUMBER
D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
CL CENTERLINE
EMK ELECTRIC LINE MARKER
GAS MARKER
GUY WIRE
LIGHT POLE
O/G/GAS
POWER POLE
(S) SAN. SEWER MANHOLE
(W) UNKNOWN UTILITY MANHOLE
(W) WATER MANHOLE
— EDGE OF ASPHALT
— CHAIN LINK FENCE
— WIRE FENCE
— NG— U.G. GAS
— OHE— OVERHEAD ELECTRIC
— FLOOD ZONE LIMITS
— EXISTING EASEMENT LINE
— SUBJECT PROPERTY LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S13°30'57"W	436.20'
L2	S80°10'45"E	100.00'
L3	N13°39'51"E	434.58'
L4	S79°10'19"E	102.19'
L5	S12°29'09"W	146.68'
L6	N12°30'08"E	145.74'
L7	N12°17'15"E	240.51'
L8	S78°49'02"E	199.56'
L9	N13°34'43"E	199.98'
L10	S79°24'26"E	232.08'
L11	S10°31'38"W	416.61'
L12	S79°22'54"E	416.02'
L13	N10°50'33"E	416.68'
L14	S79°10'34"E	345.08'
L15	N82°52'10"W	173.42'
L16	N78°20'17"W	29.57'
L17	N14°10'56"E	296.65'
L18	N13°53'41"E	335.22'
L19	N13°38'23"E	990.91'
L20	S79°14'12"E	30.04'

* GENERAL NOTES *

- The bearings, distances and coordinates shown hereon are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, and are based on the North American Datum of 1983, 2011 Adjustment. Coordinates shown are scaled to surface distances at 0.0 using a combined scale factor of 1.000105801. All areas shown hereon are calculated based on surface measurements.
- According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency, Department of Homeland Security and by graphic plotting only, the subject property appears to be located in Zone "X" (areas determined to be outside the 0.2 % annual chance floodplain) as shown on Map No. 48181CD090F; map revised September 29, 2010, for Grayson County and incorporated areas. This flood statement does not imply that the property and/or structures located in Zone "X" will be free from flooding or flood damage. This flood statement shall not create liability on the part of the Surveyor.
- This Survey was prepared with the benefit of a copy of a Commitment for Title Insurance prepared by Chicago Title Insurance Company, G.F. No. 20014787, having an effective date of January 30, 2022 and issued February 9, 2022; and only reflects those easements, covenants, restrictions, and other matters of record listed in Schedule B of said commitment. No other research for matters of record, not listed in said Commitment, was performed by Spooner & Associates.
- Underground utilities shown hereon were taken from plans and/or reports provided to the Surveyor by others and from markings set by Texas811. Provided information combined with Texas811 markings and observed evidence of utilities was used to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. No attempt has been made as a part of this Survey to confirm, obtain or show data concerning the depth or condition of any utility or municipal/public service facility. Subsurface and environmental conditions were not examined or considered as a part of this Survey. No statement is made concerning the existence of underground or overhead containers or facilities, which may affect the use or development of the subject tract of land. Where additional or more detailed underground utility information is required, the client is hereby advised that excavation may be necessary.
- The term "Certify" or "Certificate" as shown and used hereon indicates an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied; and is addressed exclusively to the parties named hereon.

Surveyed on the ground during the month of
October, 2021 and January, 2022.



Eric S. Spooner, R.P.L.S.
Texas Registration No. 5922
TBPLS Firm No. 10054900

* METES AND BOUNDS DESCRIPTION *

BEING a 113.414 acre tract of land located in the Aaron Burleson Survey, Abstract No. 61, Grayson County, Texas, said 113.414 acre tract of land being all of a called 55.272 acre tract of land described as "Tract One", and all of a called 57.070 acre tract of land described as "Tract Two", conveyed to **FRONTERA MHC, LLC**, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2021-38834, Official Public Records, Grayson County, Texas (O.P.R.G.C.T.), said 113.414 acre tract of land also being all of a called 1.0548 acre tract of land conveyed to **FRONTERA MHC, LLC**, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2022-18714, O.P.R.G.C.T., said 113.414 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the northwest property corner of said Tract One, same being at the northeast property corner of the said 1.0548 acre tract, and being on the south right-of-way line of State Highway No. 56 (being a variable width public right-of-way also known as East Lamar Street;

THENCE South 79°14'12" East, along a north property line of said Tract One and along the said south right-of-way line, a distance of 845.35 feet to a 5/8 inch iron rod with a cap stamped "PLS" found (Controlling Monument) at a northeast property corner of said Tract One, same being the northwest property corner of that certain tract of land conveyed to Tammie Sue Donahue, by deed thereof filed for record in Volume 4597, Page 393, D.R.G.C.T.;

THENCE departing the said right-of-way line, and along the common property line of said Tract One and the said Donahue tract the following courses and distances:

South 13°30'57" West, a distance of 436.20 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set);

South 80°10'45" East, a distance of 100.00 feet to an iron rod set;

North 13°39'51" East, a distance of 434.58 feet to a 5/8 inch iron rod found at a northwest property corner of said Tract One, same being the northeast property corner of the said Donahue tract, and being on the said south right-of-way line);

THENCE South 79°10'19" East, along a north property line of said Tract One and along the said south right-of-way line, a distance of 102.19 feet to a 1/2 inch iron rod found (Controlling Monument) at the northeast property corner of said Tract One, same being the northwest property corner of a called 0.9611 acre tract of land conveyed to Steven R. Mullins, by deed thereof filed for record in Volume 5719, Page 303, D.R.G.C.T.;

THENCE South 16°36'49" West, departing the said right-of-way line, along a northeast property line of said Tract One, in part along the said west property line of the said 0.9611 acre tract, in part along the most westerly property line of a called 2.221 acre tract of land conveyed to Eduardo Lievano & Rosa Portillo Lievano, by deed thereof filed for record in Volume 5988, Page 538, D.R.G.C.T., and in part along the most westerly property line of a called 0.792 acre tract of land conveyed to Donald L. Berry, by deed thereof filed for record in Volume 4755, Page 549, D.R.G.C.T., a distance of 437.81 feet to an iron rod set;

THENCE South 12°29'09" West, continuing along the said northeast property line of Tract One, in part along the said west property line of the 0.792 acre tract, and in part along the most westerly southwest property line of a called 5.419 acre tract of land conveyed to Christopher L. Durham and Lauren A. Durham, by deed thereof filed for record in Volume 3852, Page 141, D.R.G.C.T., a distance of 146.66 feet to an iron rod set at an interior ell property corner of said Tract One, same being the most southerly southwest property corner of the said 5.419 acre tract;

THENCE South 78°17'54" East, along a northeast property line of said Tract One and along the south property line of the said 5.419 acre tract, a distance of 692.03 feet passing a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the most easterly northeast property corner of said Tract One, same being the most westerly northeast property corner of the aforementioned Tract Two, and continuing along a northwest property line of said Tract Two and along the said south property line of the 5.419 acre tract, in all a total distance of 835.55 feet to an iron rod set at an interior ell property corner of said Tract Two, same being the southeast property corner of the said 5.419 acre tract;

THENCE North 12°36'08" East, along a northwest property line of said Tract Two and along an east property line of the said 5.419 acre tract, a distance of 145.74 feet to a 1 inch iron pipe found (Controlling Monument) at a west property corner of said Tract Two, same being the east property corner of the said 5.419 acre tract;

THENCE North 12°17'15" East, continuing along the said northwest property line of Tract Two and along the said east property line of the said 5.419 acre tract, a distance of 240.51 feet to a 1 inch iron pipe found (Controlling Monument) at a northwest property corner of said Tract Two, same being the most easterly northeast property corner of the said 5.419 acre tract, same being on a south property line of a called 1.01 acre tract of land conveyed to Dennis M. Scriven and Diana Scriven, by deed thereof filed for record in Volume 2436, Page 126, D.R.G.C.T.;

THENCE South 78°49'02" East, along a north property line of said Tract Two and along the south property line of the said Llanas and Yates tract, a distance of 199.56 feet to an iron rod set at an interior ell property corner of said Tract 2, same being the southeast property corner of the said Llanas and Yates tract;

THENCE North 13°34'43" East, along a northwest property line of said Tract Two, same being the east property line of the said Llanas and Yates tract, a distance of 199.86 feet to an iron rod set at a northwest property corner of said Tract Two, same being the northeast property corner of the said Llanas and Yates tract, said iron rod set also being on the aforementioned south right-of-way line of State Highway No. 56;

THENCE South 79°24'26" East, along a northerly property line of said Tract Two and along the said south right-of-way line, a distance of 232.08 feet to an iron rod set at a northeast property corner of said Tract Two, same being the northwest property corner of a called 2.00 acre tract of land conveyed to Christopher A. Grip, by deed thereof filed for record in Volume 4307, Page 348, D.R.G.C.T.;

THENCE South 10°31'38" West, departing the said right-of-way line, along a northeast property line of said Tract Two, same being the west property line of the said 2.00 acre tract, a distance of 416.61 feet to an iron rod set at an interior ell property corner of said Tract 2, same being the southwest property corner of the said 2.00 acre tract;

THENCE South 79°22'54" East, along a northeast property line of said Tract Two and along the south property line of the said 2.00 acre tract, a distance of 210.49 feet passing a 5/8 inch iron rod found at the southeast property corner of the said 2.00 acre tract, same being the southwest property corner of a called 2.00 acre tract of land conveyed to the Sherman Congregation of Jehovah's Witness, by deed thereof filed for record in Volume 1351, Page 442, D.R.G.C.T., and continuing along the said northeast property line and along the south property line of the said 2.00 acre tract (Sherman Congregation of Jehovah's Witness), in all a total distance of 416.02 feet to a 5/8 inch iron rod found (Controlling Monument) at an interior ell property corner of said Tract Two, same being the southeast property corner of the said 2.00 acre tract (Sherman Congregation of Jehovah's Witness - hereinafter referred to as the "2.00 acre tract");

THENCE North 10°50'33" East, along a northwest property line of said Tract Two and along the east property line of the said 2.00 acre tract, a distance of 416.68 feet to a 5/8 inch iron rod found (Controlling Monument) at a northwest property corner of said Tract Two, same being the northeast property corner of the said 2.00 acre tract, and being on the aforesaid south right-of-way line of State Highway No. 56;

THENCE South 79°10'34" East, along the north property line of said Tract Two and along the said south right-of-way line, a distance of 345.08 feet to an iron rod set at the most easterly northeast property corner of said Tract Two, same being the northwest property corner of a called 13.44 acre tract of land described as "Tract 3-C", conveyed to Dillon Carter, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2019-26606, O.P.R.G.C.T.;

THENCE South 01°58'05" East, departing the said right-of-way line, along the east property line of said Tract Two and along the west property line of the said 13.44 acre tract, a distance of 1,835.49 feet to a 5/8 inch iron rod found (Controlling Monument) at the most easterly southeast property corner of said Tract Two, same being the southwest property corner of the said 13.44 acre tract, and being a north property corner of a called 21.000 acre tract of land conveyed to David Ray Sullivan, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-19176, O.P.R.G.C.T.;

THENCE North 82°52'10" West, along a southeast property line of said Tract Two and along a north property line of the said 21.000 acre tract, a distance of 173.42 feet to an iron rod set at a south property corner of said Tract Two, same being a north property corner of the said 21.000 acre tract;

THENCE North 75°40'17" West, along the south property line of said Tract Two, in part along the said north property line of the 21.000 acre tract, in part along the north property line of a called 20.600 acre tract of land conveyed to Brandon Greg, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-18714, O.P.R.G.C.T., in part along the north property lines of a called 20.600 acre tract of land described as "Tract 1", and a called 19.699 acre tract of land described as "Tract 2", conveyed to Senjin Rana and Shajan Rana, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-24679, O.P.R.G.C.T., and in part along a northeast property line of the remainder of a called 81.626 acre tract of land conveyed to Whitmire Forward, LC, by deed thereof filed for record in Volume 5568, Page 523, D.R.G.C.T., a distance of 1,665.70 feet to a 5/8 inch iron rod found (Controlling Monument) at the southwest property corner of said Tract Two, same being the southeast property corner of the aforesaid Tract One;

THENCE North 76°09'19" West, along the south property line of said Tract One and continuing along the said northeast property line of the 81.626 acre tract, a distance of 800.39 feet to an iron rod set;

THENCE North 77°09'13" West, continuing along the said property lines, a distance of 922.54 feet to a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the southwest property corner of said Tract One, same being the southeast property corner of the aforementioned 1.0548 acre tract;

THENCE North 78°20'17" West, along the south property line of the said 1.0548 acre tract, a distance of 29.57 feet to a 1/2 inch metal box tubing found (Controlling Monument) at the southwest property corner of the said 1.0548 acre tract, same being the east property line of a called 23.839 acre tract of land conveyed to MD Shahidul Rana, Senjin I. Rana & Shajan I. Rana, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-27764, O.P.R.G.C.T.;

THENCE North 14°10'56" East, along a west property line of the said 1.0548 acre tract and along the said east property line of the 23.839 acre tract, a distance of 296.65 feet to a 1/2 inch metal box tubing found (Controlling Monument) at the most easterly northeast property corner of the said 23.839 acre tract, same being the southeast property corner of a called 2.00 acre tract of land conveyed to the City of Sherman, by deed thereof filed for record in Volume 1038, Page 124, D.R.G.C.T.;

THENCE North 13°53'41" East, continuing along the said west property line of the 1.0548 acre tract and along the east property line of the said 2.00 acre tract, a distance of 335.22 feet to a 1/2 inch iron rod found (Controlling Monument) at the northeast property corner of the said 2.00 acre tract, same being the most southerly southeast property corner of a called 13.936 acre tract of land conveyed to Oscar Martinez, by deed thereof filed for record in Volume 5418, Page 169, D.R.G.C.T.;

THENCE North 13°38'23" East, continuing along the said west property line and along the east property line of the said 13.936 acre tract, a distance of 990.91 feet to a 1/2 inch iron rod found (Controlling Monument) at the northwest property corner of the said 1.0548 acre tract, same being the northeast property corner of the said 13.936 acre tract, and being on the aforementioned south right-of-way line of State Highway No. 56;

THENCE South 79°14'12" East, along the north property line of the said 1.0548 acre tract and along the said south right-of-way line, a distance of 30.04 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **113.414 acres (4,940,325 square feet)** of land, more or less.



BOUNDARY EXHIBIT OF
A 113.414 ACRE TRACT OF LAND LOCATED IN THE AARON BURLESON SURVEY, ABSTRACT NO. 61, GRAYSON COUNTY, TEXAS, AND BEING ALL OF THOSE CERTAIN TRACTS OF TEXAS, BY THE DEEDS THEREOF FILED FOR RECORD IN GRAYSON COUNTY CLERK'S INSTRUMENT NO. 2021-38834, AND 2022-6674, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS.



PREPARED FOR

DATE: 2/11/2022

S&A JOB NO. 21132

SCALE: 1" = 150'

DRAWN BY: C. REEDER

CHECKED BY: E. SPOONER

REVISIONS:

- 02/10/22 updated to reflect new Title Commitment & Surveyor's Cert.
- 03/02/2022 updated to reflect new deed & combine all tracts



DAVID ZULEJKIC



WYLIE, TX 75098
(972) 412-0167

November 9, 2021

To Whom It May Concern;

Marley Phillips has the authority to sign with the City of Sherman in regards to the Frontera annexation application.

Sincerely,

David Zulejkic
Managing Partner

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and FRONTERA MHC, LLC ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 113.414± acres, situated in the Aaron Burleson Survey, Abstract No. 61, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner's request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into

the body of this Agreement and are adopted as findings of Sherman and Landowner.

2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.
3. **Agreement Conditioned on Annexation.** This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.
4. **Agreed Service Plan.** Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:
 - (a) Police Services.
 - (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.
 - (b) Fire Services.
 - (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.
 - (c) Environmental Health and Code Enforcement Services.
 - (i) Enforcement of Sherman's environmental health ordinances and

regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

- (ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

- (i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.
- (ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

- (i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.
- (ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

- (i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.
- (ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will

be included in all future plans for providing parks and recreation services to Sherman.

- (iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

- (i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.
- (ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.

(h) Streets.

- (i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.
- (ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.
- (iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.
- (iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

- (i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.
 - (ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.
 - (iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.
 - (iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.
- (j) Sanitary Sewer Services.
 - (i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.
 - (ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.
 - (iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.
- (k) Miscellaneous.

- (i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.
- 5. **Default.** If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.
- 6. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.
- 7. **Limitations of Agreement.** Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.
- 8. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

FRONTERA MHC, LLC
Attn: Marley T. Phillips
P.O. Box 2590
Wylie, TX 75098
Telephone: (469) 442-7553
Email: marley.phillips.1026@gmail.com

10. **Release.** LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
11. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
12. **Warranties/Representations.** All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
13. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
14. **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law

principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

15. **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
16. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
17. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement.**
18. **Savings; Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
19. **Representations.** Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
20. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
21. **Immunity.** It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

22. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

Attested to by:

Linda Ashby, City Clerk

Approved as to Form and Content:
The Law Firm of Abernathy,
Roeder, Boyd & Hullett, P.C.

By: _____
Name: Ryan D. Pittman
Title: City Attorney

FRONTERA MHC, LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2022.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2022.

Notary Public, State of Texas
My Commission Expires: _____

Exhibit A

BEING a 113.414 acre tract of land located in the Aaron Burleson Survey, Abstract No. 61, Grayson County, Texas, said 113.414 acre tract of land being all of a called 55.272 acre tract of land described as "Tract One", and all of a called 57.070 acre tract of land described as "Tract Two", conveyed to **FRONTERA MHC, LLC**, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2021-38834, Official Public Records, Grayson County, Texas (O.P.R.G.C.T.), said 113.414 acre tract of land also being all of a called 1.0548 acre tract of land conveyed to **FRONTERA MHC, LLC**, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2022-6674, O.P.R.G.C.T., said 113.414 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the northwest property corner of said Tract One, same being at the northeast property corner of the said 1.0548 acre tract, and being on the south right-of-way line of State Highway No. 56 (being a variable width public right-of-way also known as East Lamar Street;

THENCE South 79°14'12" East, along a north property line of said Tract One and along the said south right-of-way line, a distance of 845.35 feet to a 5/8 inch iron rod with a cap stamped "PLS" found (Controlling Monument) at a northeast property corner of said Tract One, same being the northwest property corner of that certain tract of land conveyed to Tammie Sue Donahue, by deed thereof filed for record in Volume 4597, Page 393, O.P.R.G.C.T.;

THENCE departing the said right-of-way line, and along the common property line of said Tract One and the said Donahue tract the following courses and distances:

South 13°30'57" West, a distance of 436.20 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set);

South 80°10'45" East, a distance of 100.00 feet to an iron rod set;

North 13°39'51" East, a distance of 434.58 feet to a 5/8 inch iron rod found at a northwest property corner of said Tract One, same being the northeast property corner of the said Donahue tract, and being on the said south right-of-way line);

THENCE South 79°10'19" East, along a north property line of said Tract One and along the said south right-of-way line, a distance of 102.19 feet to a 1/2 inch iron rod found (Controlling Monument) at the most northerly northeast property corner of said Tract One, same being the northwest property corner of a called 0.9611 acre tract of land conveyed to Steven R. Mullins, by deed thereof filed for record in Volume 5719, Page 303, O.P.R.G.C.T.;

THENCE South 16°36'49" West, departing the said right-of-way line, along a northeast property line of said Tract One, in part along the west property line of the said 0.9611 acre tract, in part along the most westerly property line of a called 2.221 acre tract of land conveyed to Eduardo Lievano & Rosa Portillo Lievano, by deed thereof filed for record in Volume 5988, Page 538, O.P.R.G.C.T., and in part along the west property line of a called 0.792 acre tract of land conveyed to Donald L. Berry, by deed thereof filed for record in Volume 4755, Page 549, O.P.R.G.C.T., a distance of 437.81 feet to an iron rod set;

THENCE South 12°29'09" West, continuing along the said northeast property line of Tract One, in part along the said west property line of the 0.792 acre tract, and in part along the most westerly southwest property line of a called 5.419 acre tract of land conveyed to Christopher L. Durham and Lauren A. Durham, by deed thereof filed for record in Volume 3852, Page 141, O.P.R.G.C.T., a distance of 146.66 feet to an iron rod set at an interior ell property corner of said Tract One, same being the most southerly southwest property corner of the said 5.419 acre tract;

THENCE South 78°57'54" East, along a northeast property line of said Tract One and along the south property line of the said 5.419 acre tract, at a distance of 692.03 feet passing a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the most easterly northeast property corner of said Tract One, same being the most westerly northwest property corner of the aforementioned Tract Two, and continuing along a northwest property line of said Tract Two and along the said south property line of the 5.419 acre tract, in all a total distance of 835.55 feet to an iron rod set at an interior ell property corner of said Tract Two, same being the southeast property corner of the said 5.419 acre tract;

THENCE North 12°36'08" East, along a northwest property line of said Tract Two and along an east property line of the said 5.419 acre tract, a distance of 145.74 feet to a 1 inch iron pipe found (Controlling Monument) at a west property corner of said Tract Two, same being the east property corner of the said 5.419 acre tract;

THENCE North 12°17'15" East, continuing along the said northwest property line of Tract Two and along the said east property line of the 5.419 acre tract, a distance of 240.51 feet to a 1 inch iron pipe found (Controlling Monument) at a northwest property corner of said Tract Two, same being the most easterly northeast property corner of the said 5.419 acre tract, same being on a south property line of a called 1.01 acre tract of land conveyed to Dennis M. Scriven and Diana Scriven, by deed thereof filed for record in Volume 2436, Page 126, O.P.R.G.C.T.;

THENCE South 82°11'29" East, along a north property line of said Tract Two and along the southeast property line of the said 1.01 acre tract, a distance of 15.03 feet to an iron rod set at the southeast property corner of the said 1.01 acre tract, same being the southwest property corner of that certain tract of land conveyed to Carlos Llana and Maria Yates, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2018-12782, O.P.R.G.C.T.;

THENCE South 78°49'02" East, along a north property line of said Tract Two and along the south property line of the said Llanas and Yates tract, a distance of 199.56 feet to an iron rod set at an interior ell property corner of said Tract 2, same being the southeast property corner of the said Llanas and Yates tract;

THENCE North 13°34'43" East, along a northwest property line of said Tract Two, same being the east property line of the said Llanas and Yates tract, a distance of 199.86 feet to an iron rod set at a northwest property corner of said Tract Two, same being the northeast property corner of the said Llanas and Yates tract, said iron rod set also being on the aforementioned south right-of-way line of State Highway No. 56;

THENCE South 79°24'26" East, along a northerly property line of said Tract Two and along the said south right-of-way line, a distance of 232.08 feet to an iron rod set at a northeast property corner of said Tract Two, same being the northwest property corner of a called 2.00 acre tract of land conveyed to Christopher A. Grip, by deed thereof filed for record in Volume 4307, Page 348, O.P.R.G.C.T.;

THENCE South 10°31'38" West, departing the said right-of-way line, along a northeast property line of said Tract Two, same being the west property line of the said 2.00 acre tract, a distance of 416.61 feet to

an iron rod set at an interior ell property corner of said Tract 2, same being the southwest property corner of the said 2.00 acre tract;

THENCE South 79°22'54" East, along a northeast property line of said Tract Two and along the south property line of the said 2.00 acre tract, at a distance of 210.49 feet passing a 5/8 inch iron rod found at the southeast property corner of the said 2.0 acre tract, same being the southwest property corner of a called 2.00 acre tract of land conveyed to the Sherman Congregation of Jehovah's Witness, by deed thereof filed for record in Volume 1351, Page 442, O.P.R.G.C.T., and continuing along the said northeast property line and along the south property line of the said 2.00 acre tract (Sherman Congregation of Jehovah's Witness), in all a total distance of 416.02 feet to a 5/8 inch iron rod found (Controlling Monument) at an interior ell property corner of said Tract Two, same being the southeast property corner of the said 2.00 acre tract (Sherman Congregation of Jehovah's Witness - hereinafter referred to as the "2.00 acre tract");

THENCE North 10°50'33" East, along a northwest property line of said Tract Two and along the east property line of the said 2.00 acre tract, a distance of 416.68 feet to a 5/8 inch iron rod found (Controlling Monument) at a northwest property corner of said Tract Two, same being the northeast property corner of the said 2.00 acre tract, and being on the aforesaid south right-of-way line of State Highway No. 56;

THENCE South 79°10'34" East, along a north property line of said Tract Two and along the said south right-of-way line, a distance of 345.08 feet to an iron rod set at the most easterly northeast property corner of said Tract Two, same being the northwest property corner of a called 13.44 acre tract of land described as "Tract 3-C", conveyed to Dillon Carter, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2019-26606, O.P.R.G.C.T.;

THENCE South 01°58'05" East, departing the said right-of-way line, along the east property line of said Tract Two and along the west property line of the said 13.44 acre tract, a distance of 1,835.49 feet to a 5/8 inch iron rod found (Controlling Monument) at the most easterly southeast property corner of said Tract Two, same being the southwest property corner of the said 13.44 acre tract, and being a north property corner of a called 21.000 acre tract of land conveyed to David Ray Sullivan, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-19176, O.P.R.G.C.T.;

THENCE North 82°52'10" West, along a southeast property line of said Tract Two and along a north property line of the said 21.000 acre tract, a distance of 173.42 feet to an iron rod set at a south property corner of said Tract Two, same being a north property corner of the said 21.000 acre tract;

THENCE North 75°40'17" West, along the south property line of said Tract Two, in part along the said north property line of the 21.000 acre tract, in part along the north property line of a called 20.60 acre tract of land conveyed to Brandon Greg, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-18714, O.P.R.G.C.T., in part along the north property lines of a called 20.600 acre tract of land described as "Tract 1", and a called 19.699 acre tract of land described as "Tract 2", conveyed to Senjin Rana and Shajan Rana, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-24679, O.P.R.G.C.T., and in part along a northeast property line of the remainder of a called 81.626 acre tract of land conveyed to Whitmire Forward, LC, by deed thereof filed for record in Volume 5568, Page 523, O.P.R.G.C.T., a distance of 1,665.70 feet to a 5/8 inch iron rod found (Controlling Monument) at the southwest property corner of said Tract Two, same being the southeast property corner of the aforesaid Tract One;

THENCE North 76°09'19" West, along the south property line of said Tract One and continuing along the said northeast property line of the 81.626 acre tract, a distance of 800.39 feet to an iron rod set;

THENCE North 77°09'13" West, continuing along the said property lines, a distance of 922.54 feet to a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the southwest property corner of said Tract One, same being the southeast property corner of the aforementioned 1.0548 acre tract;

THENCE North 78°20'17" West, along the south property line of the said 1.0548 acre tract, a distance of 29.57 feet to a 1/2 inch metal box tubing found (Controlling Monument) at the southwest property corner of the said 1.0548 acre tract, same being the east property line of a called 23.839 acre tract of land conveyed to MD Shahidul Rana, Senjin I. Rana & Shajan I. Rana, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-27764, O.P.R.G.C.T.;

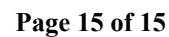
THENCE North 14°10'56" East, along a west property line of the said 1.0548 acre tract and along the said east property line of the 23.89 acre tract, a distance of 296.65 feet to a 1/2 inch metal box tubing found (Controlling Monument) at the most easterly northeast property corner of the said 23.839 acre tract, same being the southeast property corner of a called 2.00 acre tract of land conveyed to the City of Sherman, by deed thereof filed for record in Volume 1038, Page 124, D.R.G.C.T.;

THENCE North 13°53'41" East, continuing along the said west property line of the 1.0548 acre tract and along the east property line of the said 2.00 acre tract, a distance of 335.22 feet to a 1/2 inch iron rod found (Controlling Monument) at the northeast property corner of the said 2.00 acre tract, same being the most southerly southeast property corner of a called 13.936 acre tract of land conveyed to Oscar Martinez, by deed thereof filed for record in Volume 5418, Page 169, O.P.R.G.C.T.;

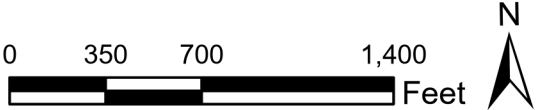
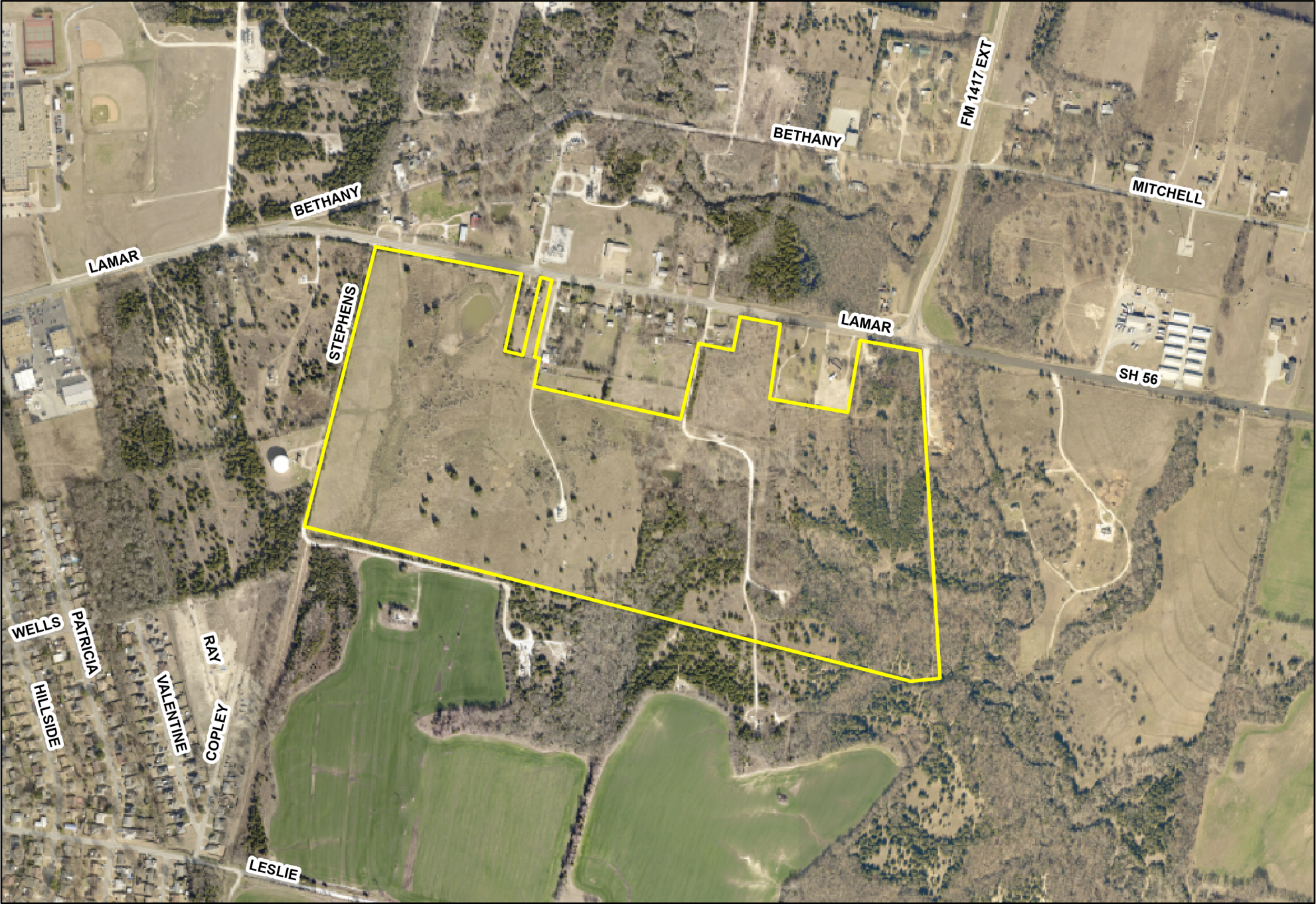
THENCE North 13°38'23" East, continuing along the said west property line and along the east property line of the said 13.936 acre tract, a distance of 990.91 feet to a 1/2 inch iron rod found (Controlling Monument) at the northwest property corner of the said 1.0548 acre tract, same being the northeast property corner of the said 13.936 acre tract, and being on the aforementioned south right-of-way line of State Highway No. 56;

THENCE South 79°14'12" East, along the north property line of the said 1.0548 acre tract and along the said south right-of-way line, a distance of 30.04 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **113.414 acres (4,940,325 square feet)** of land, more or less.



Annexation Location





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 2.

Meeting Date: 04/04/2022

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of Downtown Sherman NOW to Temporarily Close Certain Streets for "Craft the Night Away" on Saturday, June 11, 2022

Issue:

Assistance for Downtown Sherman NOW's "Craft the Night Away" event on Saturday, June 11, 2022

Background:

Downtown Sherman NOW is requesting to temporarily close Crockett Street (between Lamar Street and Houston Street) and Travis Street (between Lamar Street and Houston Street) on Saturday, June 11, 2022 from 1:30 p.m. to 11:00 p.m. for "Craft the Night Away". The event will feature craft beer from 30 Texas breweries for sampling, food trucks, artisan crafters will display and sell their art, musicians will perform and Texas Old Time Fiddlers Association will host a sanctioned competition. Downtown Sherman NOW will obtain necessary permits from the Texas Tobacco and Alcohol Commission for the sale of craft beer to the patrons of this event.

Origination:

Mrs. Karen Tooley, Executive Director of Downtown Sherman NOW

Financial Consideration:

Barricades and cones would be provided by the City of Sherman Street Department. Solid waste receptacles would be provided by the City's Solid Waste Department. Downtown Sherman NOW would work with the Sherman Police Department to arrange for security officers necessary for the event. Downtown Sherman NOW has been instructed that emergency vehicle accessibility must be maintained throughout the closed streets at all times.

Staff Recommendation:

It is recommended that the Council authorize the use of City resources to provide barricades, cones, solid waste receptacles, and security support as requested.

Alternatives:

As directed by the Council

Attachments

Craft the Night Away 2022 Request Letter

Craft the Night Away 2022 Map

Craft the Night Away 2022 Special Event Packet

11 March 2022

Ms. Sarah McRae
Sherman Tourism Director/Main Street Manager
PO Box 1106
Sherman, TX 75091



Dear Sarah,

Downtown Sherman NOW would like city approval to hold an event, *Craft the Night Away*. The details are below. If I can answer questions or help clarify this request, please do not hesitate to contact me by email (kctooley@msn.com) or phone (903-816-2811).

Sincerely,

Karen Tooley

Executive Director, Downtown Sherman NOW

Name of Event: Craft the Night Away

Date/Time of Event: Saturday, June 11, 2022, 6:00-10:00 PM

Description of Event:

Craft beer from 30 Texas breweries will be available for tasting. Food trucks will provide food for sale, artisan crafters will display and sell their art, and musicians will perform. Texas Old Time Fiddlers Association will host a sanctioned competition.

Street Closure Request:

From 2:00 PM-11:00 PM: 100 blocks of S Travis and S Crockett

Supplies Requested: 32 rolling trash cans & 50 orange traffic cones (delivered to the east side of the courthouse near the trash dumpsters)

xxx - barricades

T - toilets

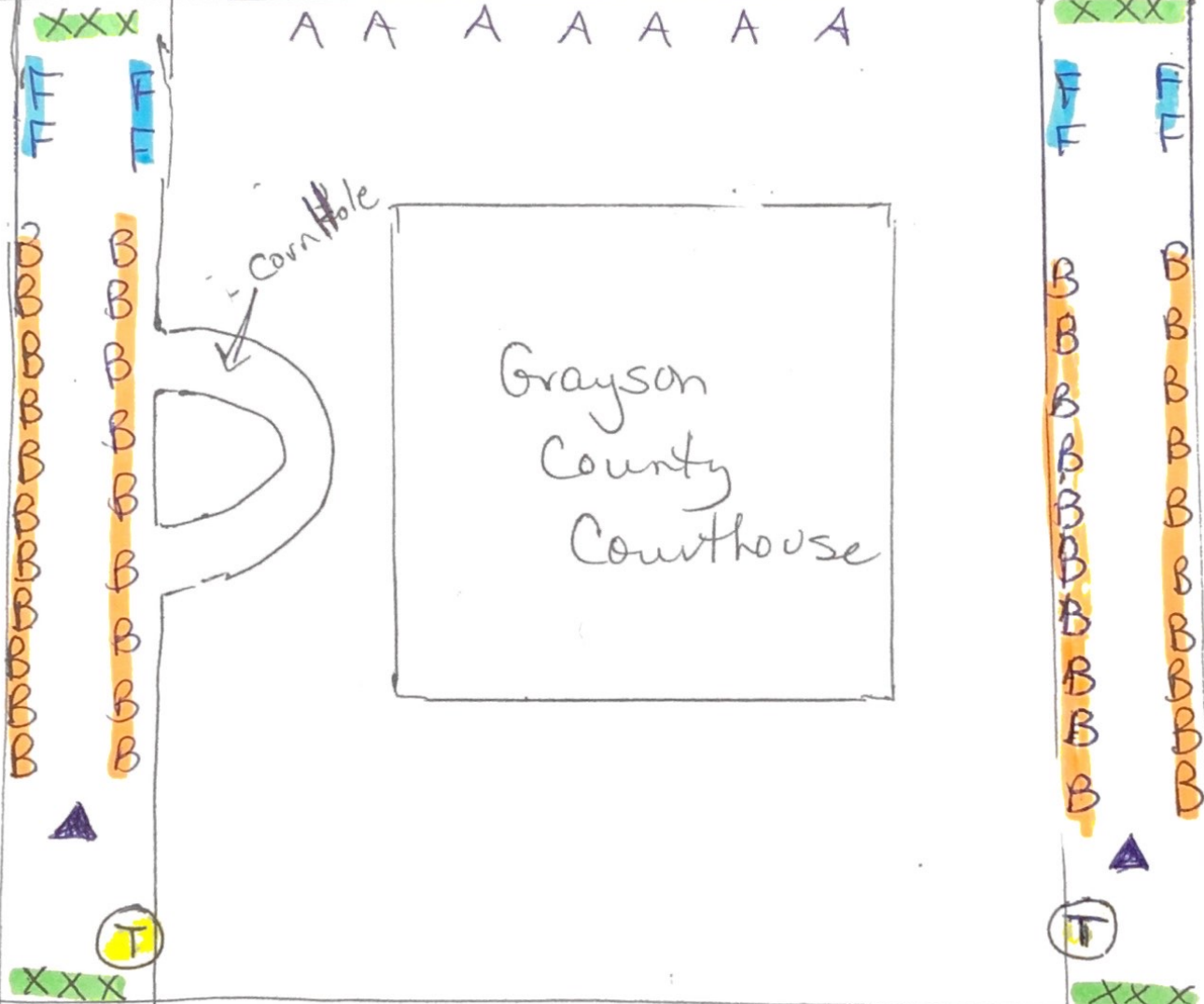
B - beer tents

A - artist booths

F - food trucks

▲ Stages

↑ N



X Check-In at
Grayson Hall
115 S. Travis

Lamar St.

Crockett
St.

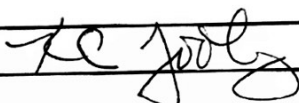
Travis
St.



Special Event Date Request Form

Name of Event:	Craft the Night Away
Type of Event (i.e. Carnival, Circus, Festival, 1 Mile/5 K Run, etc.):	craft beer festival
Location of Event:	Courthouse Lawn, 100 blocks of S. Crockett
Date of Event:	June 11, 2022 + S. Travis
Event Contact Name:	Karen Tooley
Event Contact Address:	PO Box 2054, Sherman 75091
Event Contact Phone:	903 816 2811
Event Contact Email:	Kctooley @ msn.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:		Date:	3-11-22
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*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:	



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: Craft the Night Away

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

Craft beer festival

Event Date: 6-11-22 Event Times: 6-10 pm

Alternate Date: — Event Times: _____

*Alternate date required in case of weather delays

Location of Event: Courthouse Lawn + 100 blocks of S. Crockett + S. Travis

Event Contact Name: Karen Tooley

Event Contact Address: PO. Box 2054 Sherman 75091

Event Contact Phone: 903 816 2811

Event Contact Email: Kc tooley @ msn. com

Alternate Event Contact Name: Sherry Little

Alternate Event Contact Address: 101 N. Travis Sherman 75090

Alternate Event Contact Phone: 903 436 8374

Alternate Event Contact Email: sherry little 74 @ gmail. com

Event Day Emergency Contact: Karen Tooley Phone: 903 816 2811

Event Day Emergency Contact: Sherry Little Phone: 903 436 8374

Estimated # of Participants: 1200 Spectators: _____

Is Event Private or Open to the Public? ☐ Private Event ☒ Public Event

Description of Event

Include background/history of this event or type of event and a timeline of event. Maps and site plans are required; site plans should include location of concessions, port-a-lets and dumpsters; description of routes to be used, severe weather emergency plan, etc. Clean-up deposit may be required.

This is the 6th annual craft beer festival featuring craft beer, food trucks, musicians, artists. This will be the 2nd year for a sanctioned fiddling contest.

Public Services

Will event take place at a public park/facility? ☐ Yes ☒ No

If yes, which park/facility? _____

*Park and/or facility reservation(s) required prior to completing this application.

Will you need any public street closures? ☒ Yes ☐ No

If Yes, which streets? 100 blocks of S. Crockett
and S. Travis

*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: 2:00 pm Time closure removed: 11:00 pm

*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) lots at Wall/Walnut
Lamar/Houston, Jones/Crockett plus street parking

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: _____

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

50 orange traffic cones

Concessions

Will food concessions be present at the event? ☒ Yes ☐ No

Name, Address & Phone Number for Food Vendors: _____

Unknown at this time. We will
require a copy of their festival
food handlers permit

*All food vendors are required to have the appropriate permits required by the city or the county.

Fire Prevention

Will you have any tents at the event? ☒ Yes ☐ No

Will any tents be over 200sq. ft.? ☐ Yes ☒ No

*No smoking signs and 5lb. ABC extinguishers are required in all tents over 200sq. ft.

Will any tents be enclosed? ☐ Yes ☒ No

*A permit (\$50.00 fee) must be obtained from the Developmental Services Department for enclosed tents.

*A flame certificate for the tent and a site plan showing the setback from the property lines will be required to obtain this permit.

Will you have bounce houses? ☐ Yes ☒ No Number: _____

Will you have other air supported structures? ☐ Yes ☒ No

Will there be fireworks? ☐ Yes ☒ No

Will there be any temporary structures built or placed on site? ☐ Yes ☒ No

If Yes, describe: _____

Miscellaneous

Will you need the use of city water and/or electricity? ☐ Yes ☒ No

*Additional fees will apply to the usage of city utilities

Where will restroom facilities be located? Corners of Crockett/Lamar
and Travis/Lamar

*Depending on accessibility of restroom facilities, city may require portable toilets to be used

Will there be music or any other use of a loudspeaker? ☒ Yes ☐ No

If Yes, please fill out the following:

Type of loudspeakers: Unknown at this time How many: _____

Type of Amplifiers: _____ How many: _____

Type of electrical devices: _____ How many: _____

Date and time loudspeakers/amplifiers/electrical devices will be in use: _____

*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? _____

*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: _____

Along the event perimeter we will have
signage that says "No alcohol beyond this
point."

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

*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? Estimated: 30 rooms

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

Agreement:

Initial XCJ I hereby attest that the information contained in this application is true and correct. I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in this application is found to be false: or (2) should my conduct, or the conduct of any participants or guests, not adhere to the Special Event Policies and Procedures: or (3) should any applicable city, county, state or federal rules, regulations, codes or laws be violated, any permit issued shall automatically become null and void and any activity associated with this permit will immediately cease.

Initial XCJ Applicant agrees to assume the defense of and indemnify and save harmless the City, its council members, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such temporary street closure and the activities permitted in connection therewith. The city may require, as a condition of issuance of a permit, that the applicant obtain insurance to serve this end, in such an amount and with such terms as the City determines to be appropriate under the circumstances. This shall be a continuing release and shall remain in effect until revoked in writing.

Initial XCJ In case of emergency or for reasons beyond the City's control, the City reserves the right to cancel the permit prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary.

Initial XCJ Alcohol must be confined to private property. Alcohol consumed on Public property is a violation of city Ordinance and is prohibited.

Signature:

I the undersigned representative have read the policies and procedures with reference to this application. The information contained herein is complete and accurate.

Signature

XCJ Jolly

Date

3-11-22

For Office Use Only

DEPARTMENT APPROVALS

DEPARTMENT	DATE	SIGNATURE
City Council Approval		
Fire Department		
Police Department		
Public Works Department		
Solid Waste & Recycling Department		
Parks & Recreation Department		



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 3.

Meeting Date: 04/04/2022

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the 2022 Earth Day Planning Committee to Temporarily Close Certain Streets for the "13th Annual Earth Day Festival" on Saturday, April 23, 2022

Issue:

The 2020 Earth Day Planning Committee proposes to hold the "13th Annual Earth Day Festival" on Saturday, April 23rd. They request barricades for 2 street closures and City Hall parking lot closure.

Background:

Ms. Amy Hoffman-Shehan, representing the 2022 Earth Day Planning Committee, proposes to hold the "13th Annual Earth Day Festival" on the Sherman Municipal Grounds from 9:00 a.m. to 4:00 p.m. on Saturday, April 23rd. In order to accommodate the festival, the Committee requests delivery and pick up of barricades for street closures around the Municipal Building and City Hall parking lot closure. The street and parking lot closure times are from 6:00 a.m. - 5:00 p.m.

Origination:

Ms. Amy Hoffman-Shehan, Event Organizer, 2022 Earth Day Planning Committee

Financial Consideration:

Barricade placement and removal will be provided by the City of Sherman Street Department.

Staff Recommendation:

It is recommended that the City Council authorize the street closures, City Hall parking lot closure, the utilization of the Municipal Grounds and City resources to accommodate this event.

Alternatives:

As directed by the Council

Attachments

Request Letter
Street Closure Map

Earth Day Festival
Amy Hoffman-Shehan
1503 S Travis St
Sherman TX 75090
www.earthdaytexoma.org

City of Sherman
Robby Hefton, City Manager
Terrence Steele, Assistant City Manager
Clint Philpott, Assistant City Manager
Sarah McRae, Tourism/Main Street Manager
Members of the Sherman City Council

March 29, 2022

After a two-year hiatus of offering only Recycling Events, the Texoma Earth Day Planning Committee is gearing up for a full festival on April 23, 2022.

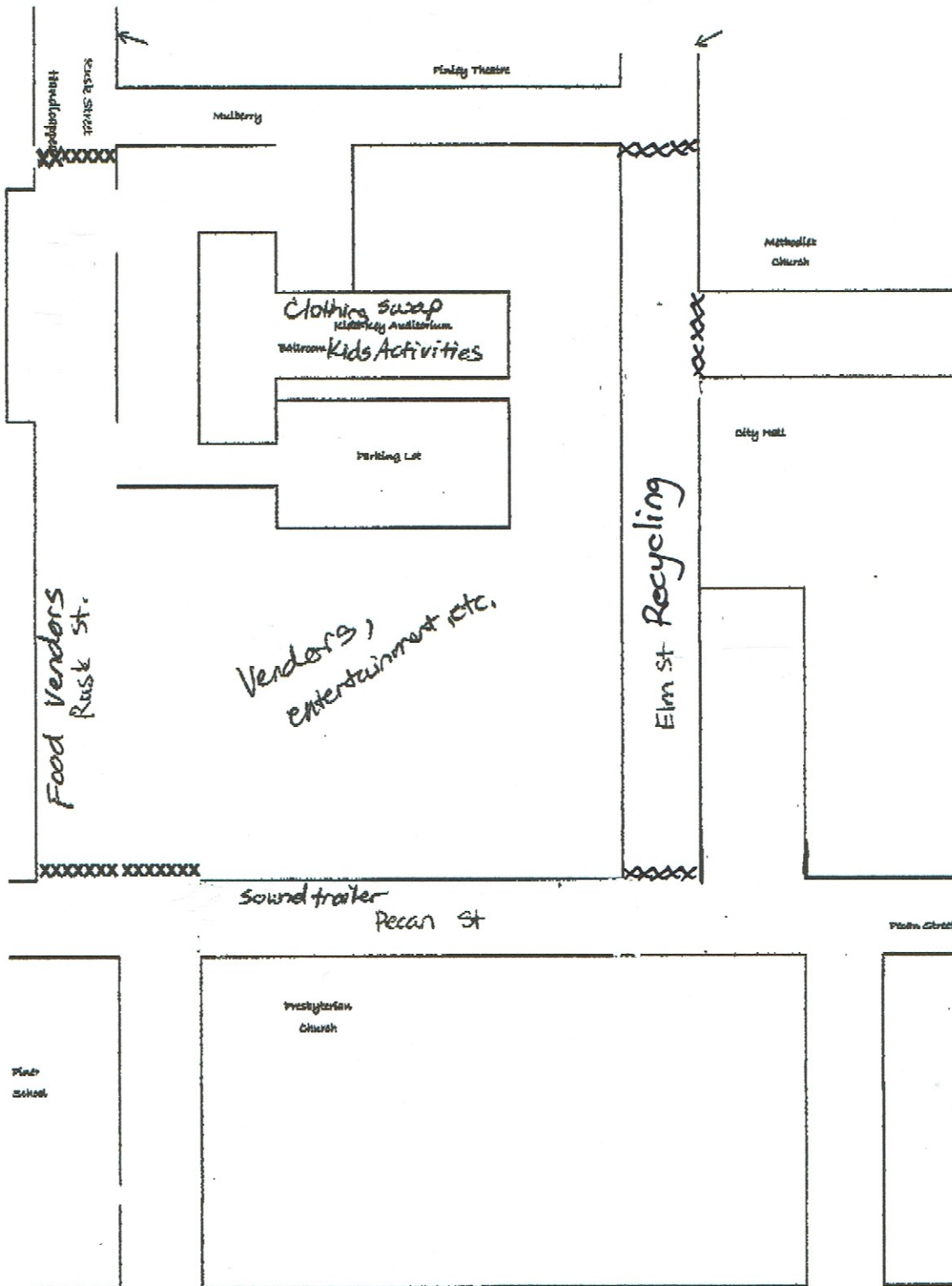
The festival will offer workshops on solar energy, monarch way stations, selecting the best electric energy provider for your needs and worm composting. We will have vendors, music, demonstrations, displays, and children's activities. New to the festival are a free children's clothing swap and a free plant swap.

The Texoma Earth Day Recycling Event will offer a wide variety of recycling options. In the past two years, we have collected far more materials than we estimated. We are working with the Solid Waste and Recycling department to increase the number of containers on site, so we are less likely to run out of space. First United Bank will sponsor a community-wide paper shredding event. We plan to have separate containers for cardboard, Styrofoam with ink & toner cartridges, plastics 1, 2 and 5 with aluminum and tin beverage cans, and plastic bags with shrink film, grocery bags, dry cleaner bags, and bubble wrap. We are continuing to work with the Choctaw Nation Going Green program, who will receive all the recyclables through the City of Sherman. Keystone Enterprises, our electronic-waste vendor will accept anything that had a current run through it, whether wired, plugged or battery operated. We will accept televisions, monitors, car batteries, marine batteries and more. In addition, the e-waste event is open to businesses and individuals, and no limits will be imposed. The Sherman Police will be on hand to collect unused and expired medications from 9:00 am to 1:00 pm. TCOG will host a latex paint collection during the event, and attendees can also visit their booth to register for the next Household Hazardous Waste event in May.

Unconfirmed at this time is glass recycling. We hope that we will be successful in adding this valuable resource to the festival and Sherman's drop off recycling center once all of the issues with transportation of the container are addressed.

We request closure of North Rusk Street between Mulberry and Pecan Streets and North Elm Street between Mulberry and Pecan Streets from 6:00 am until 5:00 pm.

Sincerely,
Amy Hoffman-Shehan
Event Organizer





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 1.

Meeting Date: 04/04/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Keep Sherman Beautiful Commission (4)

Issue:

Jessica Peters' term on the Keep Sherman Beautiful Commission expired on January 1, 2022. She has served three terms and is not eligible for reappointment. Sarah Richardson and Nathaniel Lightfoot's terms expired on March 17, 2022. Both are eligible and do wish to be reappointed. There is also one vacancy on this board. We currently have one application from Ashley Ann Edwards for service on the board.

Background:

The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City, and initiates, plans, directs, and coordinates programs in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Origination:

This appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to reappoint Ms. Richardson and Mr. Lightfoot and to appoint Ms. Edwards to the Keep Sherman Beautiful Commission. Even with these appointments, there is still one vacancy on the board.

Alternatives:

The Council could choose not to make appointments to the Keep Sherman Beautiful Commission.

Attachments

Roster

Fact Sheet

Applicant List

Nathaniel Lightfoot Reappointment Letter

Sarah Richardson Reappointment Letter

Ashley Ann Edwards Application

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Vacant					2 Year Term
Sarah Richardson	4	A 3/17/2020	3/17/2022	1	2 Year Term
Jessica Peters	4	A 1/5/2016 R 1/1/2018 R 1/1/2020	1/1/2018 1/1/2020 1/1/2022	1 2 3	2 Year Term
Renea Valita Fornof-Dennington	4	A 9/8/2021	9/8/2023	1	2 Year Term
Ronald Engelke	3	A 5/7/2019 R 1/1/2021	1/1/2021 1/1/2023	1 2	2 Year Term
Nathaniel Lightfoot	3	A 3/17/2020	3/17/2022	1	2 Year Term
Rajendra Wagle	4	A 5/7/2019 R 1/1/201	1/1/2021 1/1/2023	1 2	2 Year Term
Cynthia Moore	3	A 9/8/2021	9/8/2023	1	2 Year Term

NOTE: All members shall be appointed for terms of two (2) years, and shall not serve for more than three (3) consecutive terms.

* Initially the terms will be for more than two years, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year.

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1
Zac Grantham	1/1/2016	1/1/2017	1
Zac Grantham	1/1/2017	1/1/2018	2
Zac Grantham	1/1/2018	1/1/2019	3
Amanda Smith	1/1/2019	1/1/2020	1

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION

Established by RESOLUTION 2805 – MARCH 2, 1992 – RE-ESTABLISHED BY RESOLUTION 3807 – APRIL 19, 1999; RE-ESTABLISHED BY RESOLUTION 5041 – JULY 16, 2007; BY-LAWS UPDATED BY RESOLUTION 5977 – JUNE 15, 2015

1. Number of Members: NINE (9)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE YEARS
4. Qualifications for Membership: INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON A VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED

7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: BI-MONTHLY AT 5:30 P.M. OR WHEN CALLED
9. Attendance Requirements: IF A COMMISSION MISSES TWO MEETINGS WITHOUT NOTICE AND/OR WITHOUT GOOD CAUSE WITHIN A CALENDAR YEAR, AFTER WRITTEN NOTIFICATION BY THE CHAIRMAN, HE/SHE SHALL AUTOMATICALLY RELINQUISH HIS/HER PLACE ON THE COMMISSION

=====

PURPOSE:

Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities and encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

RESPONSIBILITIES:

- (1) To plan, initiate, direct, and coordinate community-wide efforts to achieve its goals
- (2) To solicit and accept donations and appropriations for money, service, products, property, and/or facilities expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council
- (3) To make recommendations to the City Council, as well as to the private sector, regarding measures which it deems necessary to accomplish the objectives of both the City and the Commission.

APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 4

Applicant	Address	District	Qualifications
Sarah Richardson	3620 Brookstone	4	Current Member; Wishes to be Reappointed
Nathaniel Lightfoot	1042 S. Idlewild	3	Current Member; Wishes to be Reappointed
Ashley Ann Edwards	126 N. Burdette	3	Wilson N. Jones Hospital

COMMENTS:

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

February 10, 2022

Nathaniel Lightfoot
1042 S. Idlewild Dr.
Sherman, Texas 75090



RE: Keep Sherman Beautiful Commission

Dear Mr. Lightfoot:

Your term on the Keep Sherman Beautiful Commission expires on March 17, 2022. 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: Sarah McRae, Tourism/Main Street Manager

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

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

Signature

Date

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

Sherman, Texas 75091-1106
PO Box 1106 Sherman, TX 75091 903-892-7206

| www.ci.sherman.tx.us



City Clerk's Office

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

February 10, 2022

RECEIVED

MAR 17 2022

City Clerk's Office

Sarah Richardson
3620 Brookstone Dr.
Sherman, Texas 75092

RE: Keep Sherman Beautiful Commission

Dear Ms. Richardson:

Your term on the Keep Sherman Beautiful Commission expires on March 17, 2022. 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: Sarah McRae, Tourism/Main Street Manager

☒

I do wish to be considered for reappointment to this board

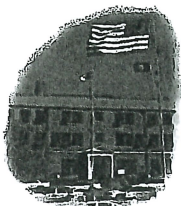
☐

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

Signature

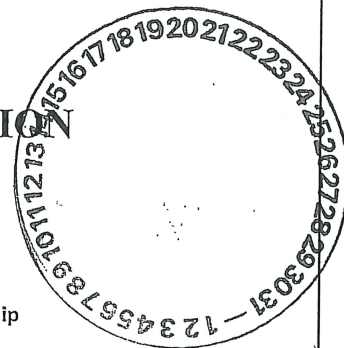
February 23, 2022
Date

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



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:

Ashley Ann Edwards

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

Name of Board
or Commission:

KEEP SHERMAN BEAUTIFUL

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

Personal Information

Home Address: 126 N Burdette Ave, Sherman TX 75090
Mailing Address: Same
Telephone: 903-486-8083 Fax: N/A
E-Mail: Ashley.edwards@gmail.com
Sherman Resident for 2 years County: Grayson
Drivers License No.: 35746051
Voter Registration No.: N/A

Occupational Information

Business Name: Wilson and Jones
Occupation: phlebotomist
Address: 500 N highland Ave, Sherman TX 75092
Telephone: 903-870-4611 Fax: N/A
E-Mail: N/A

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

Sherman Dist 3 Grayson County

Prior work experience: (please include dates)

Callie Clinic 11/2019 - 03/2021
Arthritis Clinic 5/2019 - 11/2019
School at Grayson College 2017 - 05/2019

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2010

Business College, Correspondence School, Adult Education, Other? Ass. degree

Name of College/University: Grayson College ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

N/A

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.

N/A

Taxes - None

Application held for 12 months from date received

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 want to help make Sherman a beautiful place to live in and so my children can see how we can improve the community.

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) Keeping the road free and clean from litter.

2) To clean up around down town to help bring more residents into our community.

3) To help clean up the park so the children will be safe from trash and parents will take them back to play.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

N/A

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: RON ENGELKE, PRESIDENT KEEP SHERMAN BEAUTIFUL

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: _____

Ay Elm

Date: _____

12/12/2021

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: 04/04/2022

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2022 Council Calendar

2022 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	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
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

May						
Su	Mo	Tu	We	Th	Fr	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
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		

July						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
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			

September						
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	

October						
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					

November						
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			

December						
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						

	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	
1/18/2022	Rescheduled - Martin Luther King, Jr. Day
2/9/2022	CIP-Public Works Planning Session
2/23/2022	Joint Meeting - Legal Training (Canceled-Bad Weather)
3/23/2022	Joint Meeting - Legal Training
4/19/2022	Budget Planning Meeting
5/26/2022	Capital Improvement Program Work Session
6/16/2022	Budget Workshop - Day 1
6/17/2022	Budget Workshop - Day 2
7/5/2022	Rescheduled - Independence Day
9/6/2022	Rescheduled - Labor Day