

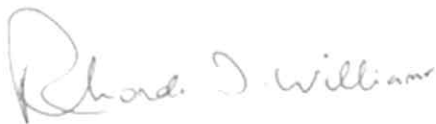
**CITY OF BLUE RIDGE
REGULAR SESSION AGENDA
JULY 5, 2022, 7:00 P.M.
Blue Ridge Community Center
200 W. Tilton Street**

THE BLUE RIDGE CITY COUNCIL WILL MEET IN REGULAR SESSION AT 7:00 P.M. ON TUESDAY,
JULY 5, 2022, AT THE BLUE RIDGE COMMUNITY CENTER, LOCATED AT
200 W. TILTON, BLUE RIDGE, TEXAS WITH THE FOLLOWING ITEMS ON THE AGENDA FOR
CONSIDERATION AND/OR ACTION.

1. Call to order, Roll Call
2. Prayer and Pledges of Allegiance
3. Announcements relating to items of public interest
4. Public Comment: This is an opportunity for the public to address the Council on any matter not included on the agenda, except public hearings. Comments related to public hearings will be heard when the specific hearing begins. Public comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. To address the Council, speakers MUST complete a Speaker Form and provide it to the City Secretary PRIOR to the start of the meeting. Each speaker shall approach the front of the Council and state his/her name and street address before speaking. Speakers shall address the Council with civility that is conducive to appropriate public discussion. The public cannot speak from the gallery but only from the front of the Council. Per the Texas Open Meetings Act, the Council is not permitted to take action on or discuss any item not listed on the agenda. The Council may: (1) make a statement of fact regarding the item; (2) make a recitation of existing policy; or (3) propose the item be placed on a future agenda, in accordance with Council procedures.
5. Consent Agenda (All matters listed under the Consent Agenda for discussion and possible actions are considered to be routine by the City Council and require little or no deliberation. There will not be a separate discussion of these items and the Consent Agenda items will be enacted by one vote. If a Council Member expresses a desire to discuss a matter listed on the Consent Agenda, the item will be considered separately).
 - a. Discuss, approve or disapprove the minutes from Special Session held June 7, 2022; and Regular Session held June 7, 2022
 - b. Public Works Update;
 - c. City Financial Report;
 - d. Fire Department Report;
 - e. Animal Control Report
6. Consider, discuss and act upon the replat of Morris Addition, a parcel of land being part of the M. Mowery Survey, Abstract 557, and replatting the same land to reflect Lot 1 as 0.311 acres; Lot 2 as 0.414 acres and Lot 3 as 0.197 acres from the original plat approved by City Council on August 28, 2018, and is also located on the adjacent lot north of 320 S Main Street, and also located within the incorporated limits of the City of Blue Ridge
7. Consider, discuss and act upon a Professional Services Agreement between LandVest Development and the City of Blue Ridge for the proposed development currently known as The Prairie at Blue Ridge which is located along FM 1377 approximately $\frac{3}{4}$ mile south of FM 545 and is currently located in the Extra Territorial Jurisdiction of the City of Blue Ridge

8. Presentation regarding Development Agreement for Blue Ridge North, an addition situated as being part of the Matthias Mowry Survey, Abstract No. 557 and the Greer Johnson Survey, Abstract No. 478, being all of Lots 1 and 2, Block A of the Broken Steps Addition, an addition to the City of Blue Ridge, according to the plat thereof recorded in Document No. 2018-691, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), being part of a called 87.983 acre tract of land described in a Warranty Deed to Blue Ridge Independent School District, as recorded in Volume 4683, Page 1033, O.P.R.C.C.T.
9. EXECUTIVE SESSION – In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess into Executive Session (closed meeting) to discuss the following:
 - a) Section 551.071: Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: development agreements, zoning regulations, annexation and land use for proposed Blue Ridge North development
10. RECONVENE INTO OPEN SESSION – In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Open Session to consider action, if any, on matters discussed in Executive Session
11. Public Hearing to consider testimony regarding the creation of the Blue Ridge North Public Improvement District and act upon Resolution 2022-0705-001 creating the Blue Ridge North Public Improvement District
12. Consider and act upon Resolution 2022-0705-002 approving and authorizing the Mayor to execute a Development Agreement relating to the Blue Ridge North Public Improvement District and resolving other matters related thereto
13. Consider, discuss and act upon Resolution 2022-0322-003 approving and authorizing the Mayor to execute an Escrow Agreement relating to the Blue Ridge North Public Improvement District and resolving other matters related thereto
14. Consider, discuss and act upon an Agreement for Public Improvement District Administration Services with P3Works, LLC
15. Consider, discuss and act upon approving the Collin County Hazard Mitigation Plan in it's entirety as it pertains and relates to the City of Blue Ridge in accordance with FEMA regulations
16. Set Budget Workshop meeting in July in accordance with the Budget Planning Calendar for Fiscal Year 2022-2023
17. Discussion of placing items on future agendas
18. Adjournment.

Certified this the 1st day of July, 2022.



Rhonda Williams
Mayor, City of Blue Ridge

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code including, Sections: 551.071 (Consultation

with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information)

This facility is wheelchair accessible. Request for accommodations or sign interpretative services must be made 48 hours prior to this meeting. Please contact the city secretary's office at 972-752-5791 for further information.

I, the undersigned authority, do hereby certify that this notice was posted in the regular posting place of the City Hall building for Blue Ridge, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted July 1, 2022, by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary

CITY OF BLUE RIDGE
CITY COUNCIL MINUTES
JUNE 7, 2022

THE BLUE RIDGE CITY COUNCIL MET IN SPECIAL SESSION AT 7:00 P.M. ON TUESDAY, JUNE 7, 2022, AT THE BLUE RIDGE COMMUNITY CENTER, LOCATED AT 200 W. TILTON, BLUE RIDGE, TEXAS 75424 AT 7:00 P.M. WITH THE FOLLOWING ITEMS ON THE AGENDA FOR CONSIDERATION AND/OR ACTION.

1. Mayor Williams called the meeting to order at 7:00pm and called roll with the following members present: Mayor Rhonda Williams, Christina Porath, Keith Chitwood and Tammy Crosswhite. Mayela Perales and Colby Collinsworth were absent.
2. First Public Hearing to receive public comments, and discuss a request for a Final Plat known as Stone Estates, an addition located on County Road 499 and FM 1377, and also known as Abstract A0658 J C Neill Survey, Sheet 3, Tract 130, containing 18.060 acres to be replatted into 3 lots; and also which is located within the City of Blue Ridge's Extra Territorial Jurisdiction
Mayor Rhonda Williams opened the Public Hearing at 7:01pm and asked those FOR the plat to come forward. Taylor Stone came forward stating he is FOR the plat. Mayor Williams then asked those OPPOSING the plat to come forward. With no one coming forward, Mayor Williams closed the Public Hearing at 7:02pm.
3. First Public Hearing to receive public comments, and discuss a request for a Preliminary Plat known as Blue Ridge Crossing, an addition located adjoining to the south of the Blue Ridge Area Sports Association property and adjoining the south east end of Pruett Street, also known as Abstract A0557 M Mowery Survey, containing 42.539 acres; replatting into 214 lots; and also partially located within the incorporated limits of the City of Blue Ridge and the remainder of the property is located within the City of Blue Ridge's Extra Territorial Jurisdiction
Mayor Rhonda Williams opened the Public Hearing at 7:02pm and asked those FOR the plat to come forward. Mitchell Fielding, GLA Ventures, is FOR the plat. Mr. Fielding gave a reiteration of the project for the visiting audience. Mayor Williams asked those OPPOSING the plat to come forward. With no one coming forward, Mayor Williams closed the Public Hearing at 7:09pm.
4. Adjournment
Christina Porath motioned to adjourn with Keith Chitwood seconding the motion. Council adjourned at 7:09pm.

APPROVED:

ATTEST:

Rhonda Williams, Mayor

Edie Sims, City Secretary

CITY OF BLUE RIDGE
CITY COUNCIL MINUTES
JUNE 7, 2022

THE BLUE RIDGE CITY COUNCIL MET IN REGULAR SESSION AT 7:00 P.M. ON TUESDAY, JUNE 7, 2022, AT THE BLUE RIDGE COMMUNITY CENTER, LOCATED AT 200 W. TILTON, BLUE RIDGE, TEXAS 75424 AT 7:00 P.M. WITH THE FOLLOWING ITEMS ON THE AGENDA FOR CONSIDERATION AND/OR ACTION.

1. Mayor Williams called the meeting to order at 7:10pm and called roll with the following members present: Mayor Rhonda Williams, Christina Porath, Keith Chitwood and Tammy Crosswhite. Mayela Perales and Colby Collinsworth were absent.
2. Prayer and Pledges of Allegiance
Edie Sims offered the prayer and lead the Pledge of Allegiance to the American and Texas Flags.
3. Announcements relating to items of public interest: City Secretary Edie Sims proudly announced the reduction of water loss from 50% to 6% due to the automated meter reading system, Public Works employees for repairing leaks promptly and the efforts of our Utility Billing Clerk Crystal Childers. Job well done!
4. Public Comment
No one signed up or spoke at this time.
5. Consent Agenda: a) Discuss, approve or disapprove the minutes from Special Session held April 26, 2022, and two Special Sessions held May 10, 2022; b) Public Works Update; c) City Financial Report; d) Fire Department Report; and e) Animal Control Report
Utility Billing Clerk Crystal Childers informed Council of changes to the Work Order reports. A report from Zenner (automated meter reading system) will provide information regarding water meter work orders. A second report will come from Asyst (billing program) which provides work order information for all other work orders completed. Hand created reports will no longer be submitted to Council.
Christina Porath motioned to approve the Consent Agenda as presented with Tammy Crosswhite seconding the motion. Motion carried unanimously.
6. Second Public Hearing to consider, discuss and act upon a request for a Final Plat known as Stone Estates, an addition located on County Road 499 and FM 1377, and also known as Abstract A0658 J C Neill Survey, Sheet 3, Tract 130, containing 18.060 acres to be replatted into 3 lots; and also which is located within the City of Blue Ridge's Extra Territorial Jurisdiction
Mayor Williams opened the Public Hearing at 7:16pm and asked those FOR the plat to come forward. Taylor Stone stepped up and stated he if FOR the plat. Mayor Williams then asked those OPPOSING the plat to come forward. With no one coming forward, Mayor Williams closed the Public Hearing at 7:16pm.
Christina Porath asked if the plat meets the City's requirements, with City Secretary Edie Sims answering yes. Christina Porath motioned to approve the plat as presented with Keith Chitwood seconded the motion. Motion carried unanimously.
7. Second Public Hearing to consider, discuss and act upon a request for a Preliminary Plat known as Blue Ridge Crossing, an addition located adjoining to the south of the Blue Ridge Area Sports Association property and adjoining the south east end of Pruett Street, also known as Abstract A0557 M Mowery Survey, containing 42.539 acres; replatting into 214 lots;

and also partially located within the incorporated limits of the City of Blue Ridge and the remainder of the property is located within the City of Blue Ridge's Extra Territorial Jurisdiction

Mayor Williams opened the Public Hearing at 7:18pm and asked those FOR the plat to come forward. Kyle Flaming, engineer for the project, stepped up and stated he is FOR the plat. Jorge Jimenez, residing at 300 Scott Road, stated he had questions regarding drainage and how the drainage from the development will affect his property. Mitchell Fielding, developer, stated the flood study is 90% complete and understands the concerns. Mr. Fielding stated he will work with Mr. Jimenez. Mayor Williams then asked those OPPOSING the plat to come forward. With no one coming forward, Mayor Williams closed the Public Hearing at 7:21pm.

Christina Porath asked if the plat meets the City's requirements, with City Secretary Edie Sims answering yes. Christina Porath motioned to approve the plat as presented with Tammy Crosswhite seconded the motion. Motion carried unanimously.

8. Consider discuss and act upon changes to the Downtown Revitalization Project with presentation by Carla Easton, engineer for the project

Carla Easton, engineer with EST, Inc and lead engineer for the Downtown Revitalization project, came before Council with information regarding the bids and changes to the project. Due to the higher cost of products, Texas Department of Agriculture will not fund any offset costs from the grant. Therefore, the project had add-ons in the bid that could be used selectively. The best option to complete the project as originally planned would take out the water line in the middle of the square and allow City crews to install this water line. This would leave additional funds from the City to total \$24,095. Two bids were received, one from Infra Construction, LLC (which was the lowest bidder) and Tegrity Contractors.

By making the changes and removing the water line portion of the project, the lighting and all other portions of the project will remain in tact. The only portion the grant will not cover will be the landscaping. Grant funds equal \$450,000 plus the additional \$24,095 from the City plus the agreed \$75,000 for engineering from the 4B Community Development Corporation Board for a total project amount of \$549,095.

No action was taken by Council.

9. Consider, discuss and act upon recommendation of award on the construction contract for the City of Blue Ridge's Downtown Revitalization Project, TxCDBG No. 7220122

Christina Porath motioned to award a contract for the City of Blue Ridge's TxCDBG Downtown Revitalization Contract # 7220122 to Infra Construction, LLC in the amount of \$474,095 with the Base Bid with Deductive Alternate 21. Keith Chitwood seconded the motion. Motion carried unanimously.

10. Consider, discuss and act upon an Interlocal Cooperation Agreement with Collin County for road improvements in accordance with Court Order 2021-109-02-01

Christina Porath motioned to approve the Agreement as presented with Tammy Crosswhite seconding the motion. Motion carried unanimously.

11. Consider, discuss and act upon selling a Square brand terminal and paper City Hall has used for a year. The terminal is no longer needed to process credit card payments and the Blue Ridge Band Boosters has offered to purchase

The Square terminal is no longer needed to process credit card payments. The Blue Ridge Band Boosters has offered to purchase this piece of equipment. Staff recommends selling for \$200 since the unit is used. Keith Chitwood offered to donate this equipment as it will serve a public purpose. With no further discussion, Christina Porath motioned to donate the Square terminal and paper for said terminal to the Blue Ridge Band Boosters. Keith Chitwood seconded the motion. Motion carried unanimously.

12. Consider, discuss and act upon a Resolution of the City of Blue Ridge, Texas, accepting a petition seeking the creation of the Blue Ridge North Public Improvement District within the corporate limits and extraterritorial jurisdiction of the City and calling for a public hearing for the City Council's July 5, 2022 Regular Meeting

This item was moved after the Executive Session. Christina Porath motioned to approve the Resolution as presented with Tammy Crosswhite seconding the motion. Motion carried unanimously.

13. EXECUTIVE SESSION – In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess into Executive Session (closed meeting) to discuss the following: a) Section 551.072: Deliberate the purchase, exchange, lease or value of real property re: right-of-way acquisition of Pruett Street; and b) Section 551.071: Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: development agreements, zoning regulations, annexation and land use. Re: Blue Ridge North Development

Council convened into Executive Session at 7:35pm

14. RECONVENE INTO OPEN SESSION – In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Open Session to consider action, if any, on matters discussed in Executive Session

Council reconvened into Open Session at 8:16pm with no action from the Executive Session.

15. Discussion of placing items on future agendas

Council did not request any items to be placed on future agendas.

16. Adjournment

Christina Porath motioned to adjourn with Keith Chitwood seconding the motion. Council adjourned at 8:18pm.

APPROVED:

ATTEST:

Rhonda Williams, Mayor

Edie Sims, City Secretary

JUNE 2022 Public Works Report

- New Stop Signs – Oak/Pecan, Oak/Willow
- Speed Limit Signs – Oak/Pecan (due to deterioration)
- Tree Trimming – E Lamm, E Heap, Benjamin, S Morrow, W Lamm
- Well 4 repaired (insurance claim due to tornado)
- Water Leak – Davis Street, 311 S Bus 78
- Raised Manhole – S Church
- Repaired Cleanouts – N Main, FM 545, 315 S Bus 78
- Roadwork on Benjamin, S Church
- New employee starts 06/21/2022
- Maintenance at City Hall
- Cleaned Lift Station
- Potholes – School, N Church
- Removed old irrigation box from Bratcher Park
- Cleared sewer easement going into Wastewater Treatment Plant

ZENNER WORK ORDERS

WORK ORDER NUMBER	TASK TYPE	ADDRESS	TASK NOTES	LAST UPDATED	TASK STATUS	DATE COMPLETED
38	Install	105 GUAVIN LN	NEW METER ACTIVATION	6/3/2022 11:02	Complete	6/3/2022 0:00
39	Install	400 S MAIN	NEW METER ACTIVATION	6/8/2022 10:32	Complete	6/8/2022 0:00
40	Install	103 GUAVIN LN	NEW METER ACTIVATION	6/15/2022 12:30	Complete	6/15/2022 0:00

City of Blue Ridge Service Order List

Service Orders with Request Date 6/1/2022 to 6/30/2022, Include Completed, Include Cancelled












Order ID	Date	Request Type	Assigned To	Date	Status	Comp. Date	Account Number	Customer Name	Service Address	Reading
26	6/30/22	MISCELLANEOUS	Unassigned	6/30/22	COMPLETE	6/30/22	10613	BLUE RIDGE RIDING CLUB,	10895 CR 504	
25	6/29/22	TURN ON SERVICE	Unassigned	6/29/22	COMPLETE	6/29/22	10697	GALVAN, NICOLE	204 BRATCHER	
24	6/28/22	TURN ON SERVICE	Unassigned	6/28/22	COMPLETE	6/28/22	10696	BOWLING, JIM	12 BOWLING LN	
23	6/23/22	MISCELLANEOUS	Unassigned	6/23/22	COMPLETE	6/24/22		ORDERS, WORK	MISC ADDRESSES	
22	6/23/22	TURN ON SERVICE	Unassigned	6/23/22	COMPLETE	6/23/22	10692	GARCIA, ROSALIO	204 OAK	
21	6/16/22	TURN OFF SERVICE	Unassigned	6/16/22	COMPLETE	6/16/22	10685	MARK BUSKUHL, NINEBIRD PROPERTIES	204 OAK	
20	6/14/22	MISCELLANEOUS	Unassigned	6/14/22	COMPLETE	6/14/22	10325	Rapp, Paul	215 N Morrow	
19	6/14/22	MISCELLANEOUS	Unassigned	6/14/22	COMPLETE	6/27/22	10194	JENKINS, JIMMEY	103 E LAMM	
16	6/9/22	MISCELLANEOUS	Unassigned	6/9/22	COMPLETE	1		ORDERS, WORK	MISC ADDRESSES	
15	6/9/22	TURN OFF SERVICE	Unassigned	6/9/22	COMPLETE	6/9/22	10226	LITTLEJOHN, MARK	612 S BUS 78	
13	6/7/22	MISCELLANEOUS	Unassigned	6/7/22	COMPLETE	6/7/22	10370	SIMS, RICKY & EDIE	115 HARMON CIR # A	
11	6/6/22	TURN ON SERVICE	Unassigned	6/6/22	COMPLETE	6/6/22	10687	LEAH SLAUGHTER, OMNIKEY REALTY	308 W LAMM	
10	6/3/22	TRASH TOTE	Unassigned	6/3/22	COMPLETE	6/3/22	10686	RODRIGUEZ HERNANDEZ, SAUL	107 GUAVIN LN	
14	6/9/22	MISCELLANEOUS	Unassigned	6/9/22	PENDING	1		ORDERS, WORK	HILLTOP CIR	
12	6/6/22	MISCELLANEOUS	Unassigned	6/6/22	PENDING	1		ORDERS, WORK	107 PRUETT	

Alerts

Stay Alert

Know about changes to your finances and online security. Choose when and what alerts you get by email or text message.

Accounts

<u>4A INDUSTRIAL DEVELOPMENT</u>	Available Balance \$282,453.32	Recent 
<u>4B COMMUNITY DEVELOPMENT</u>	Available Balance \$163,685.01	Recent 
<u>RESERVE REVENUE ACCOUNT</u>	Available Balance \$10,535.21	Recent 
<u>LIBRARY & LEARNING CENTER FUND</u>	Available Balance \$5,956.45	Recent 
<u>GENERAL TAX</u>	Available Balance \$115,313.54	Recent 
<u>REVENUE</u>	Available Balance \$46,450.43	Recent 
<u>DEPOSIT</u>	Available Balance \$68,323.96	Recent 
<u>USDA</u>	Available Balance \$6,151.00	Recent 
<u>2019 2020 CDBG Sewer Grant</u>	Available Balance \$791.22	Recent 
<u>Downtown Revitalization</u>	Available Balance \$100.17	Recent 
<u>PID #1 Account</u>	Available Balance \$19,861.27	Recent 
<u>ENCUMBERED REV</u>	Current Balance \$24,270.16	Recent 

City of Blue Ridge Revenue Profit & Loss Budget vs. Actual October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4600 · Grant Income	183,608.30	354,359.50	-94,915.69	73.2%
4700 · Water Bill Income	259,443.81	0.00	30.50	100.0%
4701 · Transfer Fee	30.50	0.00	30.50	100.0%
4702 · Sewer Charges	98,017.42	165,692.00	-67,674.58	59.2%
4703 · Late Charges	15,257.10	20,000.00	-4,742.90	76.3%
4704 · Trash Charges	81,411.86	115,547.00	-34,135.14	70.5%
4705 · Water Surcharge	2,970.00	4,350.00	-1,380.00	68.3%
4706 · NSF Fee	46.00	92.00	-46.00	50.0%
4707 · Conservation Fee Income	3,723.03	6,540.00	-2,816.97	56.9%
4708 · Reconnect Fees	5,659.50	3,600.00	2,059.50	157.2%
4709 · Credit Card Fees	3,440.08	0.00	3,440.08	100.0%
4710 · Water Tap Fee	0.00	4,650.00	-4,650.00	0.0%
4711 · Sewer Tap Fee	0.00	4,650.00	-4,650.00	0.0%
4750 · Water Deposit	4,765.00	11,000.00	-6,235.00	43.3%
4751 · Sales Tax - Trash	6,120.83	9,600.00	-3,479.17	63.8%
4752 · Water	1,066.77	0.00	1,066.77	100.0%
4753 · Non Refund. Deposit Fee	2,127.00	1,000.00	1,127.00	212.7%
4799 · Miscellaneous Revenue	21,365.77	10,000.00	11,365.77	213.7%
4899 · Misc Income	169,704.04	0.00	169,704.04	100.0%
Total Income	858,757.01	711,080.50	147,676.51	120.8%
Expense				
5140 · Bank Fees	286.97	65,982.50	-65,982.50	0.0%
5150 · Bond Payment	0.00	99,999.96	35,801.79	135.8%
5160 · Contract Labor	135,801.75	1,200.00	-1,116.80	6.9%
5229 · Finance Fee	83.20	5,800.00	-1,833.23	68.4%
5230 · Fuel Expense	3,966.77	0.00	3,966.77	100.0%
5240 · Grants	0.00	234,278.50	-234,278.50	0.0%
5241 · Automated Meter Reading System	234,278.50	0.00	234,278.50	100.0%
5242 · Sewer Grant Match	6,000.00	12,500.00	-6,500.00	48.0%
5240 · Grants - Other	10,000.00	0.00	10,000.00	100.0%
Total 5240 · Grants	250,278.50	12,500.00	237,778.50	2,002.2%
5270 · Janitorial	419.56	550.00	-130.44	76.3%
5300 · Legal & Professional Fees	15.00	19,000.00	-18,985.00	0.1%
5301 · Engineering Fees	14,224.21	26,000.00	-11,775.79	54.7%
5310 · Maint. & Repair Equipment	32,682.17	15,000.00	17,682.17	217.9%
5320 · Maint. & Repair Office Equ	124.43	0.00	124.43	100.0%
5325 · Miscellaneous Expense	20,062.19	5,000.00	15,062.19	401.2%
5340 · Office Supplies	2,233.48	2,000.00	233.48	111.7%
5370 · Payroll Expenses	0.96	0.00	0.96	100.0%
5370.1 · Emp Life	0.96	0.00	0.96	100.0%

City of Blue Ridge Revenue Profit & Loss Budget vs. Actual October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
5372 · Health Insurance - TML				
5372.0 · Health Insurance - Company	2,792.17			
5372.3 · Dep Dental	8.28			
5372 · Health Insurance - TML - Other	321.48			
Total 5372 · Health Insurance - TML	3,121.93			
5374 · Medicare Expenses	68.32			
5375 · TMRS	114.14			
5376 · SS Expenses	292.17			
5377 · TWC Expenses	31.40			
5379 · Wages	4,815.46			
5370 · Payroll Expenses - Other	9,158.76	10,200.00	-1,041.24	89.8%
Total 5370 · Payroll Expenses	17,603.14	10,200.00	7,403.14	172.6%
5378 · Uniforms	0.00	200.00	-200.00	0.0%
5380 · Postage, Freight & Shipping	1,124.47	500.00	624.47	224.9%
5399 · Petty Cash	0.00	0.00	0.00	0.0%
5400 · Refund - Water Deposits	1,858.86	2,000.00	-141.14	92.9%
5450 · Returned Checks	0.00	200.00	-200.00	0.0%
5510 · Sales Tax Expense (Trash)	4,048.02	5,000.00	-951.98	81.0%
5530 · Seminars - Training Courses	1,585.27	1,500.00	85.27	105.7%
5540 · Subscriptions, Dues & Permits	6,228.75	5,200.00	1,028.75	119.8%
5700 · Trash Pickup	84,687.27	115,547.00	-30,859.73	73.3%
5710 · Travel/Mileage	0.00	500.00	-500.00	0.0%
5715 · Computer				
5716 · Consulting Fees	12,596.37	9,900.00	2,696.37	127.2%
5715 · Computer - Other	842.80	3,420.00	-2,577.20	24.6%
Total 5715 · Computer	13,439.17	13,320.00	119.17	100.9%
5720 · Utilities				
5721 · Electric Services	23,725.89	27,100.00	-3,374.11	87.5%
5725 · Pagers/2-Way Radios	0.00	260.00	-260.00	0.0%
5726 · Telephone Services	2,406.27	2,709.00	-302.73	88.8%
Total 5720 · Utilities	26,132.16	30,069.00	-3,936.84	86.9%
5800 · Water & Sewer				
5801 · W&S Maint & Repair	4,378.08	144,000.00	-139,621.92	3.0%
5802 · W&S Parts & Equipment	214,973.62	10,000.00	204,973.62	2,149.7%
5803 · W&S Testing/Samples	1,711.30	1,200.00	511.30	142.6%
5804 · Vehicle Maint/Repairs	1,285.17	500.00	785.17	257.0%
5805 · Water & Sewer - Chemicals	8,020.56	6,000.00	2,020.56	133.7%
5809.1 · Sewer Contract Labor	8,131.25			
5811 · Water - Conservation	1,071.93	10,000.00	-9,664.00	3.4%
5812 · Water & Sewer Testing & Samples	336.00			

**City of Blue Ridge Revenue
Profit & Loss Budget vs. Actual
October 2021 through September 2022**

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
5813 · Water - Other	1,273.73			
5800 · Water & Sewer - Other	3,365.40			
Total 5800 · Water & Sewer	244,547.04	171,700.00	72,847.04	142.4%
5810 · Water Bill Expense	36.45	0.00	36.45	100.0%
5901 · Equipment Loan	14,144.99	14,865.00	-720.01	95.2%
5902 · Loan	102,830.33			
5999 · Bad Debt Expense	0.00	0.00	0.00	0.0%
6700 · Capital Outlay	45,645.47	15,047.00	30,598.47	303.4%
Total Expense	1,024,089.62	638,880.46	385,209.16	160.3%
Net Ordinary Income	-165,332.61	72,200.04	-237,532.65	-229.0%
Other Income/Expense				
Other Income				
4210 · Earned Interest	133.33	0.00	133.33	100.0%
Total Other Income	133.33	0.00	133.33	100.0%
Other Expense				
6999 · Transfer to Other Funds	-250.00			
Total Other Expense	-250.00			
Net Other Income	383.33	0.00	383.33	100.0%
Net Income	-164,949.28	72,200.04	-237,149.32	-228.5%

**City of Blue Ridge General Fund
Profit & Loss Budget vs. Actual
October 2021 through September 2022**

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4510 · Court Income	0.00	1,500.00	-1,500.00	0.0%
4515 · Copies & Faxes	0.00	20.00	-20.00	0.0%
4520 · Donation	7,000.00			
4525 · Franchise Tax Income	32,907.21	46,000.00	-13,092.79	71.5%
4570 · Permit & Inspection Fees	4,081.77	28,000.00	-23,918.23	14.6%
4571 · Replat/Rezzone Fees	360.00	2,500.00	-2,140.00	14.4%
4572 · Retainer Fee for Plats	2,790.00	5,000.00	-2,210.00	55.8%
4580 · Sales Tax Income	178,226.01	300,000.00	-121,773.99	59.4%
4600 · Property Tax Income	324,159.39	324,693.71	-534.32	99.8%
4899 · Misc Income	120,393.67			
4900 · Payroll from Revenue Account	-6,614.66	72,000.00	-78,614.66	-9.2%
Total Income	663,303.39	779,713.71	-116,410.32	85.1%
Gross Profit	663,303.39	779,713.71	-116,410.32	85.1%
Expense				
5100 · Advertising	90.00			
5110 · Ambulance Service	2,160.27	9,645.00	-7,484.73	22.4%
5130 · Animal Control Services	8,896.29	8,910.00	-13.71	99.8%
5140 · Bank Fees	0.00	150.00	-150.00	0.0%
5150 · Codification	1,350.00	1,200.00	150.00	112.5%
5160 · Contract Labor				
5161 · Code Enforcement	5,600.00	8,400.00	-2,800.00	66.7%
5160 · Contract Labor - Other	22,696.25	65,000.00	-42,303.75	34.9%
Total 5160 · Contract Labor	28,296.25	73,400.00	-45,103.75	38.6%
5170 · Copies	-18.50	25.00	-43.50	-74.0%
5180 · Council & Mayor Expense	278.57	500.00	-221.43	55.7%
5210 · Election Expense	0.00	5,000.00	-5,000.00	0.0%
5230 · Fuel Expense - General	4,318.05	2,200.00	2,118.05	196.3%
5231 · Fuel Expense - Fire Dept	3,811.74	4,100.00	-288.26	93.0%
5237 · Court - Petty Cash	0.00	0.00	0.00	0.0%
5238 · Court Payroll	1,800.00	7,200.00	-5,400.00	25.0%
5240 · Grants				
5241 · Parks Grant	0.00	0.00	0.00	0.0%
5242 · Planning & Capacity	0.00	0.00	0.00	0.0%
5240 · Grants - Other	-7,763.63			
Total 5240 · Grants	-7,763.63	0.00	-7,763.63	100.0%
5250 · Inspection Expense	0.00	7,500.00	-7,500.00	0.0%
5260 · Insurance - Liab/Comp/Prop	15,718.16	27,000.00	-11,281.84	58.2%
5261 · Insurance - Fire Dept	0.00	10,000.00	-10,000.00	0.0%
5270 · Janitorial General	255.62	550.00	-294.38	46.5%

**City of Blue Ridge General Fund
Profit & Loss Budget vs. Actual
October 2021 through September 2022**

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
5300 - Legal & Professional Fees				
5301 - Legal Notices/Publications	1,827.00	2,000.00	-173.00	91.4%
5300 - Legal & Professional Fees - Other	71,664.50	15,000.00	56,664.50	477.8%
Total 5300 - Legal & Professional Fees	73,491.50	17,000.00	56,491.50	432.3%
5302 - Parks & Recreation	200.00	1,500.00	-1,300.00	13.3%
5305 - Storage Unit Rent	0.00	0.00	0.00	0.0%
5310 - Maint. & Repair Equipment	981.05	1,000.00	-18.95	98.1%
5315 - Bldg Maintenance & Repair	0.00	1,200.00	-1,200.00	0.0%
5320 - Maint. & Repair Office Equ	0.00	500.00	-500.00	0.0%
5321 - Vehicle Maintenance & Repair	2,001.43	2,000.00	1.43	100.1%
5325 - Miscellaneous Expense	65,925.27	5,000.00	60,925.27	1,318.5%
5330 - Mowing Expense	0.00	1,000.00	-1,000.00	0.0%
5340 - Office Supplies	2,931.53	3,000.00	-68.47	97.7%
5341 - Office Equipment	1,633.86	2,000.00	-366.14	81.7%
Total 5340 - Office Supplies	4,565.39	5,000.00	-434.61	91.3%
5350 - Parts & Equipment Expense	9,974.66	2,500.00	7,474.66	399.0%
5361 - Property Tax Expense	2,224.50	2,154.00	70.50	103.3%
5370 - Payroll Expenses	-1.44			
5370.2 - EMP AD&D				
5372 - Health Insurance - TML	11,714.50			
5372.0 - Health Insurance - Company	31,633.11			
5372 - Health Insurance - TML - Other				
Total 5372 - Health Insurance - TML	43,347.61	190,000.00	-94,814.77	50.1%
5374 - Medicare Expenses	2,542.09			
5375 - TMRS	18,524.35			
5376 - SS Expenses	10,829.95			
5377 - TWC Expenses	270.10			
5379 - Wages	89,840.20			
5370 - Payroll Expenses - Other	95,185.23			
Total 5370 - Payroll Expenses	260,538.09	190,000.00	70,538.09	137.1%
5380 - Postage, Freight & Shipping	593.32	325.00	268.32	182.6%
5390 - Filing Fees	2,492.55	1,800.00	692.55	138.5%
5399 - Petty Cash	52.10	0.00	52.10	100.0%
5500 - Road Construction	2,740.00	100,000.00	-97,260.00	2.7%
5502 - Street Projects	7,638.00	20,000.00	-12,362.00	38.2%
5500 - Road Construction - Other				
Total 5500 - Road Construction	10,378.00	120,000.00	-109,622.00	8.6%

**City of Blue Ridge General Fund
Profit & Loss Budget vs. Actual
October 2021 through September 2022**

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
5510 · Sales Tax Expense (Trash)	2,004.09			
5512 · Vehicle Purchase	0.00	59,000.00	-59,000.00	0.0%
5530 · Seminars - Training Courses	0.00	3,400.00	-3,400.00	0.0%
5535 · Special Project	485.25	0.00	485.25	100.0%
5540 · Subscriptions, Dues & Permits	4,211.76	5,500.00	-1,288.24	76.6%
5700 · Trash	2,872.67	2,500.00	372.67	114.9%
5710 · Travel/Mileage	0.00	300.00	-300.00	0.0%
5715 · Computer				
5716 · Consulting Fees	8,524.08	9,883.00	-1,358.92	86.2%
5715 · Computer - Other	30,450.00			
Total 5715 · Computer	38,974.08	9,883.00	29,091.08	394.4%
5720 · Utilities				
5721 · Electric Services	28,055.21	32,995.00	-4,939.79	85.0%
5724 · Natural Gas Services	-4,864.16	750.00	-5,614.16	-648.6%
5726 · Telephone Services General	2,999.34	4,553.66	-1,553.66	65.9%
Total 5720 · Utilities	26,190.39	38,298.00	-12,107.61	68.4%
5750 · Uniforms	875.98	500.00	375.98	175.2%
5900 · Debt Service-Principal				
5901 · Loan - Equipment	3,953.28	5,517.00	-1,563.72	71.7%
5903 · Certificate of Obligation	44,014.75	44,015.00	-0.25	100.0%
5900 · Debt Service-Principal - Other	0.00	0.00	0.00	0.0%
Total 5900 · Debt Service-Principal	47,968.03	49,532.00	-1,563.97	96.8%
5930 · Debt Service-Interest	0.00	8,838.00	-8,838.00	0.0%
5950 · Capital Outlay	0.00	93,603.71	-93,603.71	0.0%
Total Expense	616,192.93	779,713.71	-163,520.78	79.0%
Net Ordinary Income	47,110.46	0.00	47,110.46	100.0%
Other Income/Expense				
Other Income				
4210 · Earned Interest	42.78	0.00	42.78	100.0%
Total Other Income	42.78	0.00	42.78	100.0%
Net Other Income	42.78	0.00	42.78	100.0%
Net Income	47,153.24	0.00	47,153.24	100.0%

**Kenneth L. Maun
Tax Assessor Collector
Collin County
2300 Bloomdale Rd
P.O. Box 8046
McKinney, Texas 75070
972- 547-5020
Metro 424-1460 Ext.5020
Fax 972-547-5040**

June 10, 2022

**Mayor Rhonda Williams
City of Blue Ridge
200 S. Main
Blue Ridge, Texas 75424**

Dear Mayor Williams,

**Enclosed is the Monthly Collection Report for:
The City of Blue Ridge tax collections for the month were:**

**May 2022
782.72**

Sincerely,



**Kenneth L. Maun
Tax Assessor Collector**

Attachment

cc: Edie Sims, City Secretary

KM:jd

Kenneth L Maun
 Tax Assessor/Collector
 Collin County
 P O Box 8046
 McKinney Tx 75070

Monthly Collection Status Report
 May 2022

City of Blue Ridge #08

	Collections Month of May	Cumulative Total 10/1/21 thru 5/31/22	% of Collections
Current Tax Year Collections			
Base M&O	523.85	260,873.08	98.45%
Base I&S ^p	114.31	56,924.47	
Late Rendition Penalty	0.00	105.43	
P&I M&O	34.00	905.24	
P&I I&S	7.42	197.25	
P&I I&S Bond		0.00	
Attorney Fee	0.00	0.00	
Subtotal	679.58	319,005.47	98.82%
Delinquent TaxYears Collections			
Base M&O	65.68	3,097.72	
Base I&S	14.90	700.62	
Late Rendition Penalty	0.00	28.11	
P&I M&O	18.39	776.48	
P&I I&S	4.17	173.50	
P&I I&S Bond		0.00	
Attorney Fee	15.47	737.07	
Subtotal	118.61	5,513.50	1.71%
Combined Current & Delinquent:			
Base M&O	589.53	263,970.80	
Base I&S	129.21	57,625.09	
Late Rendition Penalty	0.00	133.54	
P&I M&O	52.39	1,681.72	
P&I I&S	11.59	370.75	
P&I I&S Bond			
Attorney Fee	15.47	737.07	
Total Collections	798.19	324,618.97	100.53%
Original 2021 Tax Levy		322,807.68	100.00%

Kenneth L Maun
 Tax Assessor/Collector
 Collin County
 P O Box 8046
 McKinney Tx 75070

Cumulative Comparative Collection Status Report
 May 2022

City of Blue Ridge #08

	Collections thru May 2022		Collections thru May 2021	
		% Collections		% Collections
Current Tax Year Collections				
Base M&O	317,797.55	98.45%	315,111.25	97.70%
Late Renditon Penalty	105.43		327.75	
P&I M&O	1,102.49		1,304.12	
Attorney Fee	0.00		4.15	
Subtotal	<u>319,005.47</u>	98.82%	<u>316,747.27</u>	98.21%
Delinquent Tax Years Collections				
Base M&O	3,798.34		2,786.53	
Late Renditon Penalty	28.11		0.00	
P&I M&O	949.98		751.85	
Attorney Fee	737.07		478.48	
	0.00		0.00	
Subtotal	<u>5,513.50</u>	1.71%	<u>4,016.86</u>	1.25%
Combined Current & Delinquent:				
Base M&O	321,595.89		317,897.78	
P&I M&O	2,052.47		2,055.97	
Late Renditon Penalty	133.54		327.75	
Attorney Fee	737.07		482.63	
	0.00			
Total Collections	<u>324,518.97</u>	100.53%	<u>320,764.13</u>	99.45%
Adjusted 2020 Tax Levy			<u>322,535.20</u>	100.00%
Original 2021 Tax Levy	<u>322,807.68</u>	100.00%		

Kenneth L. Maun
 Tax Assessor/Collector
 Collin County
 P O Box 8046
 McKinney Tx 75070

Levy Outstanding Status Report
 May 2022

City of Blue Ridge #08

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 4/30/22	6,049.81	6,126.20
Base M&O and I&S Collections	638.16	80.58
Supplement/Adjustments	0.00	(3.66)
Write-off	0.00	0.00
Remaining Levy as of 5/31/22	<u>5,411.65</u>	<u>6,041.96</u>
Cumulative (From 10/01/21 thru 5/31/22)		
Original 2021 Tax Levy (as of 10/01/21)	322,807.68	9,969.58
Base M&O Collections	317,797.55	3,798.34
Supplement/Adjustments	401.52	(129.28)
Write-off	0.00	0.00
Remaining Levy as of 5/31/22	<u>5,411.65</u>	<u>6,041.96</u>

Kenneth L. Maun
 Tax Assessor/Collector
 Collin County
 P O Box 8046
 McKinney Tx 75070.

Monthly Distribution Report
 May 2022

City of Blue Ridge #08

	Distribution Month of May	Distribution 10/1/21 thru 5/31/22
Weekly Remittances:		
Week Ending 5/6/22	306.11	30,078.54
Week Ending 5/13/22	240.41	55,403.50
Week Ending 5/20/22	0.00	136,616.64
Week Ending 5/27/22	236.20	53,549.33
Week Ending 5/31/22	0.00	48,127.20
Total Weekly Remittances	<u>782.72</u>	<u>323,775.21</u>
Overpayment from Prior Month	0.00	0.00
Excess Refund Remittance Repaid to Entity	0.00	0.00
Commission Paid Delinquent Attorney	15.47	737.07
Entity Collection Fee	0.00	0.00
Judgement Interest	0.00	0.00
5% CAD Rendition Penalty	0.00	6.69
Total Disbursements	<u><u>798.19</u></u>	<u><u>324,518.97</u></u>
Carryover to Next Month	0.00	0.00

Blue Ridge Fire Department
June 2022 Run Report

Total Runs	33	
Total City Runs	12	(36%)
Total County Runs	21	(64%)
Total Mutual Aid Given	0	(0%)
Total county/Mutual aid	21	(64%)

Calls by Response

Inside City limits

EMS**	7
Brush Fire	1
Gas Leak	2
Fire Alarm	2

County (outside city limits)

EMS**	13
Brush Fire	1
Grass Fire	1
Vehicle Fire	2
Fire Alarm	2
Gas Leak	1
Smoke Investigation	1

**EMS calls accounted for 61% in June 2022.

Mutual Aid Calls

Mutual Aid Given: 0

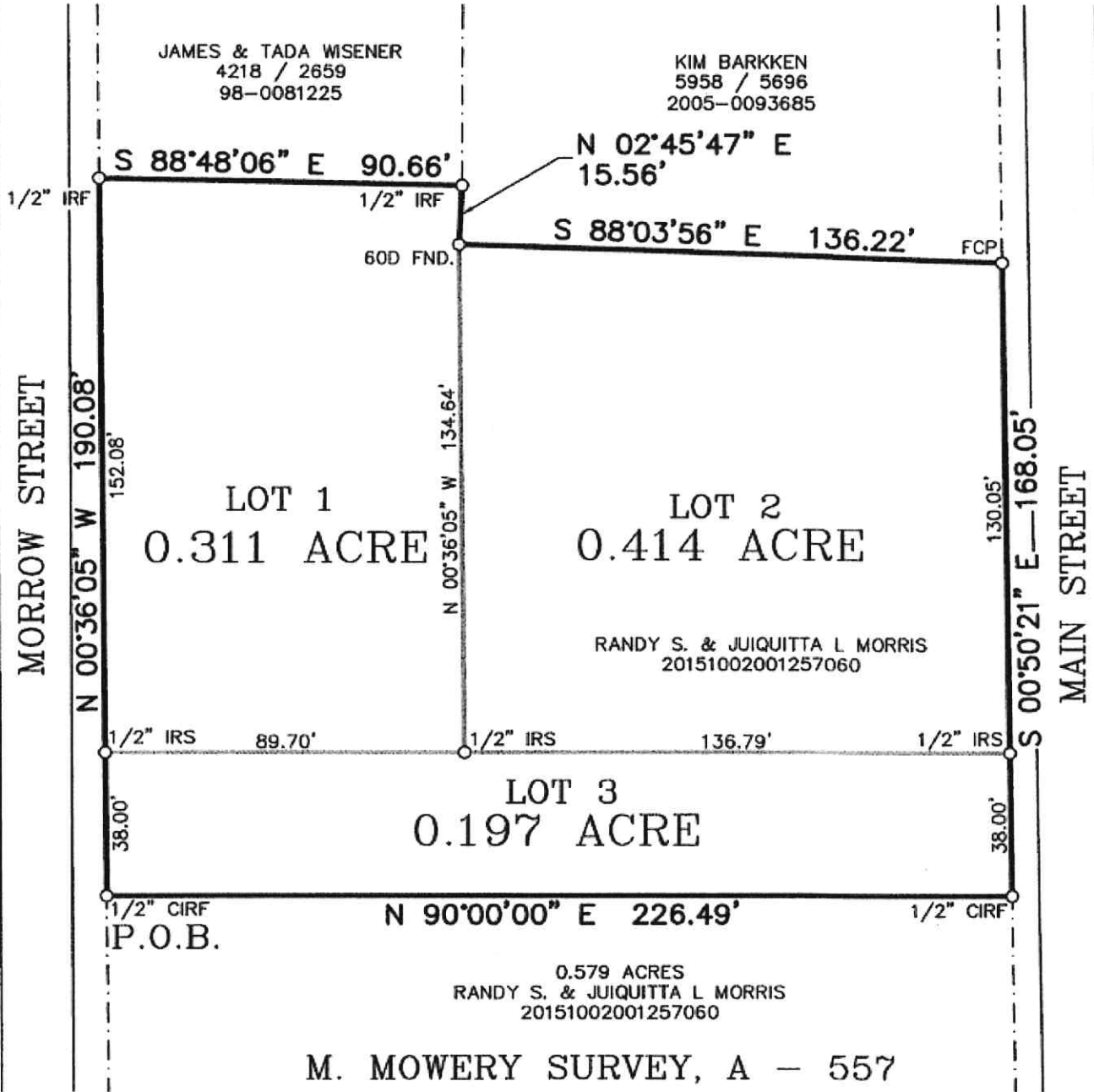
Mutual Aid Received from: 0

Response Times

Average Response Time in City (From Dispatch to arrival)	10.25 Min. (Includes Hwy 121/160 and staging)
Average Response Time in County (From Dispatch to arrival)	14.52 Min. (Includes mutual aid and staging)
Average Chute Time All Calls (From Dispatch to Enroute)	7.81 Min
Average Call Lasting (From Dispatch to Clear)	34 Min.
Average Number of Firefighters on scene all calls	4

JAMES & TADA WSENER
4218 / 2659
98-0081225

KIM BARKKEN
5958 / 5696
2005-0093685



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement"), effective as of the 5th day of July, 2022, (the "Effective Date"), is made and entered into by and between the **City of Blue Ridge, Texas**, a Texas general law municipality organized and operating pursuant to its ordinances and the laws of the State of Texas (the "City"), and **LandVest Development**, a Texas limited liability company (the "Company" or "Developer"), the developer of certain Property described below and located in the City limits and/or the extra territorial jurisdiction ("ETJ") of the City.

WHEREAS, the Developer seeks to develop, and obtain development rights with respect to, a planned development, referred to as The Prairie at Blue Ridge, to be developed on approximately 263 acres of land which is located in the ETJ of the City of Blue Ridge, (the "Project"), which land is described on **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, the City and the Developer acknowledge that the development will require the City to retain independent, third-party consultants to provide professional services relating to the Project including, but not limited to, public improvement district ("PID") services, engineering services, and legal services determined by the City in its sole judgment (collectively, the "Professional Services"), which will be needed to (i) assess the City's current ordinances, and potentially draft new ordinances related to the Project, (ii) assess Project infrastructure needs and demands, including traffic needs and demands, City services needs and demands, and water and wastewater infrastructure needs and demands, and (iii) assess PID and legal issues that will be associated with or necessitated by the possible development of the Property, including, but not limited to, the negotiation of a development agreement for the Project, the creation of a PID encompassing the Property and the associated issuance of revenue bonds ("PID Bonds") secured by assessments levied against specially-benefitted property within the PID; and

WHEREAS, the Developer hereby agrees to pay for Professional Services provided by the consultants listed on **Exhibit "B"** and by additional consultants approved in writing by the Developer (collectively, the "Consultants") subject to the terms of this Agreement; and

WHEREAS, the Parties acknowledge that all of the costs paid by the Developer pursuant to the terms of this Agreement shall be considered reimbursable PID costs to the extent such costs are eligible PID costs under the applicable statutes; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the City are carried out.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration (including the payment of the Developer to the City of \$100.00 cash), the receipt and sufficiency of which are hereby acknowledged, the City and the Developer (collectively "Parties" and each individually a "Party") agree as follows:

1. **Recitals.** That the representations, covenants, and recitations set forth in the foregoing are material to this Agreement and are incorporated into and made a part of this Agreement.
2. **Exhibits.** All Exhibits referenced in this Agreement, and listed below, are incorporated

herein for all purposes; specifically

Exhibit "A" – Property Description and Depiction

Exhibit "B" – Approved Consultants

3. Payment for Professional Services. Subject to the terms and provisions of this Agreement, the Developer shall be responsible for payment of all invoices of Consultants for Professional Services relating to the City's review of the Project's impact on the City's subdivision and zoning plans, infrastructure needs and demands, ordinance creation and revisions, and other on-site and off-site matters necessitated by the proposed development of the Property, the creation of the PID and the levy of assessments against property within the PID in accordance with a service and assessment plan, and the financing of certain infrastructure for the development of the Property, including through the issuance and sale of PID Bonds, as follows:

- (a) The Consultants will invoice the City approximately every thirty (30) days with a detailed billing statement of all Professional Services rendered in accordance with this Agreement, excluding invoices for Professional Services rendered prior to the Effective Date.
- (b) **Deposits – Initial Payment and Replenishment.** Within thirty (30) days after the execution of this Agreement, the Developer shall deliver to the City funds in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) ("**Initial Payment**") to be used as a deposit towards the payment of total costs incurred for Professional Services for City Consultants. The City agrees to hold the Initial Payment in a separate, interest-bearing fund (the "**Escrow Fund**") maintained by the City which may only be used by the City for payment of the Professional Services related to the Project. Developer shall pay and subsequently replenish amounts on deposit in the Escrow Fund by delivering additional funds in \$10,000 increments to City within ten (10) business days of written notice from City that the balance in the Escrow Fund has decreased to less than \$2,000. The parties understand and agree that if the Developer fails to pay and/or make replenishment payment(s) in accordance with the requirements of this **Section 3**, all work by City Consultants shall cease until such time as Developer deposits funds sufficient to comply with its obligations under this Section. The Initial Payment and all other funds delivered to the City by the Developer pursuant to this **Section 3(b)** shall be used by the City solely to pay for Professional Services as described in this Agreement.
- (c) Within five (5) business days after receipt of a request from Developer for copies of invoices received from a Consultant, the City shall forward such invoice to the Developer. The Developer shall have ten (10) days from receipt during which to review each invoice and to make objections. Attorney-client privileged information may be redacted from invoice by the City or the City Attorney. If the Developer objects to any portion of an invoice, the City, the Developer and the Consultant shall attempt to resolve the dispute within a reasonable period of time.

4. **Effect of Agreement.** This Agreement shall not: (a) bind or obligate the City to approve any documents or agreements related to the development of the Property; or (b) be considered an impact fee.

5. **Vested Rights/Chapter 245 Waiver.** This agreement shall confer no vested rights on the property, or any portion thereof. Nothing in this Agreement shall be implied to vest any rights in the parties. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code and nothing in this Agreement shall be considered to provide the City with fair notice of Owner's Project. **OWNER/DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE BASED UPON THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

6. **Impact Fees.** Nothing in this Agreement, the Agreement itself, and the dealing between the Parties shall be considered an impact fee.

7. **Termination.** Either Party may terminate this Agreement for any reason or for no reason by providing at least five (5) days written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City or the Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay Consultants for all Professional Services incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly (and in no case more than forty-five (45) days following the date of termination) refunded to the Developer. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Developer in the event of a termination shall survive any termination of this Agreement, and the Developer does not release or discharge its right to such excess funds. Section 5 of this Agreement shall survive termination for thirty years. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the collection of the first annual installment of PID assessments associated with the Property if this Agreement is still in effect at such time.

8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the provision of Professional Services in connection with the development of the Property.

9. **Amendment.** This Agreement may only be amended by written instrument signed by the Developer and the City.

10. **Successors and Assigns.** Neither the City nor the Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

11. **Notice.** All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") must be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c)

otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). Notices given pursuant to this section shall be addressed as follows:

DEVELOPER:

LandVest Development
Attn: Charles Covey
704 E Central Pkwy, STE 1220
Plano, TX 75074
Charles@landvestdev.com & catcc@landvestdev.com

with copies to:

Coats Rose
Attn: Mindy Koehne
14755 Preston Rd, STE 600
Dallas, TX 75254
mkoehne@coatsrose.com

CITY:

City of Blue Ridge, Texas
200 S. Main St.
Blue Ridge, Texas 75424

With a copy to:

Messer, Fort & McDonald, PLLC
Attn: Wm. Andrew Messer
6371 Preston Road, Suite 200
Frisco, Texas 75034
Email: andy@txmunicipallaw.com

12. Non-Recordation. This Agreement shall not be recorded. If the City or its Consultants files this Agreement of record, this Agreement shall automatically terminate as of the date of recordation, and no notice of termination shall be required by the Developer. If the Developer files this Agreement of record, the Agreement shall automatically terminate five (5) days following receipt by the City of a filed-stamped copy of the recorded Agreement. Each Party shall deliver a file-stamped copy of the recorded Agreement within one (1) business day of recordation.

13. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party

14. Applicable Law. This Agreement is made in, and shall be construed in accordance with, the

laws of the State of Texas and venue shall lie only in Collin County, Texas.

15. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

17. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and the Mayor has full authority to execute this Agreement and bind the City to the same. The Developer hereby certifies, represents, and warrants that the individual executing this Agreement on behalf of the Developer is duly authorized and has full authority to execute this Agreement and bind the Developer to the same.

18. Governmental Immunity. The parties agree that City has not waived its governmental immunity by entering into and performing its respective obligations under this Agreement.

19. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein

[THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Professional Services Agreement has the Effective Date as of the day and year first written above.

CITY:

CITY OF BLUE RIDGE, TEXAS

By: _____
Rhonda Williams, Mayor

ATTEST:

Eddie Sims, City Secretary

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §

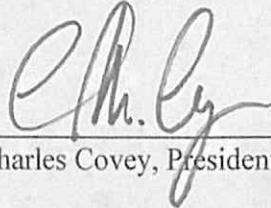
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Rhonda Williams, Mayor of the City of Blue Ridge, on behalf of the City.

Notary Public, State of Texas
(Seal)

DEVELOPER:

LandVest Development
a Texas limited liability corporation

By: 
Charles Covey, President

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 20th day of June, 2022, by Charles Covey, _____ (President) of (LandVest Development), a Texas limited liability corporation, on behalf of said corporation.


Notary Public, State of Texas
(Seal)

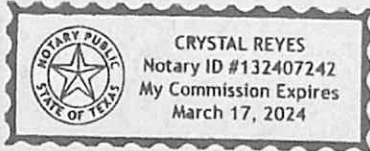
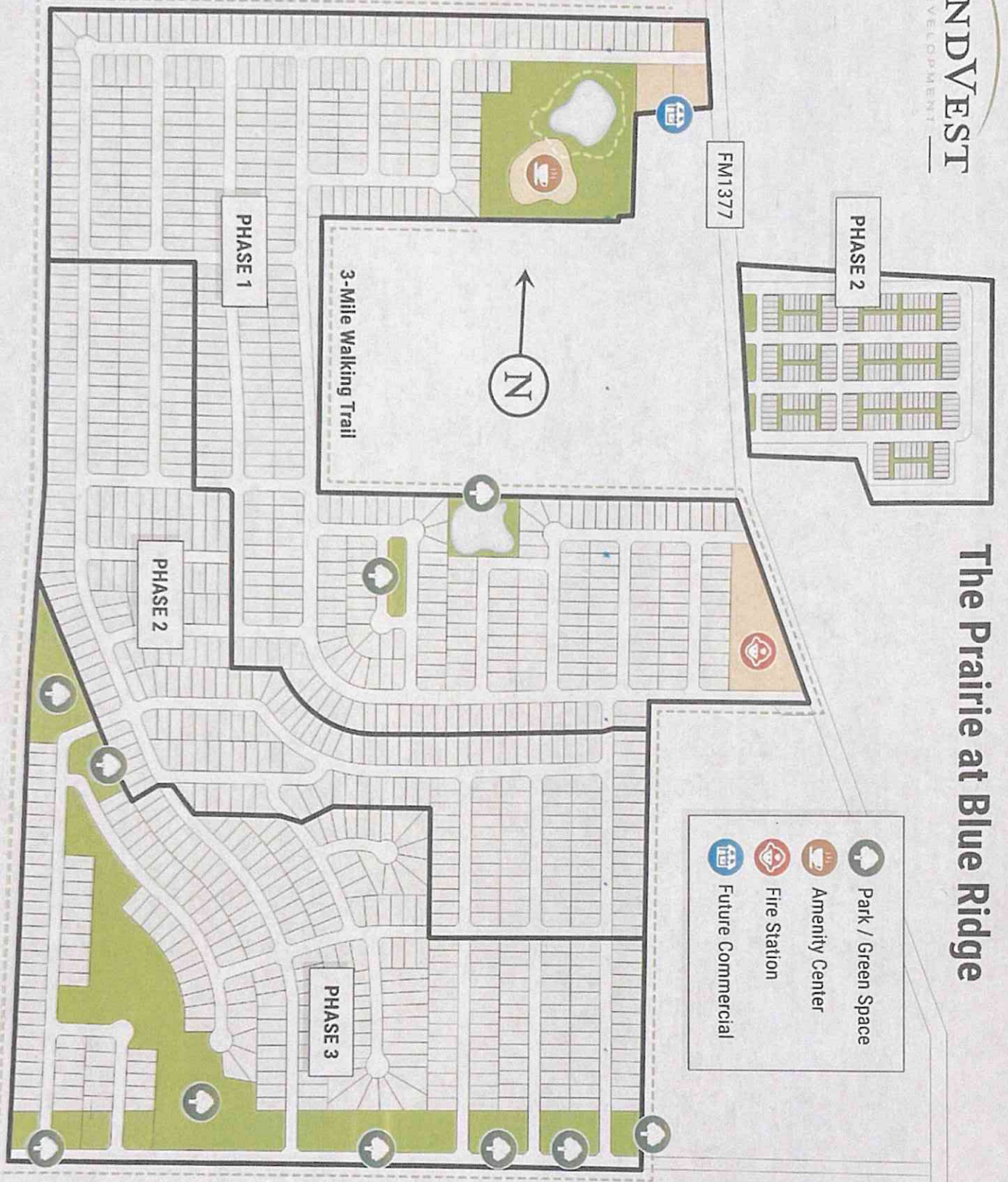


EXHIBIT "A"
PROPERTY DESCRIPTION AND DEPICTION

LEGAL DESCRIPTION (approx. 263 acres)

The Prairie at Blue Ridge



	Park / Green Space
	Amenity Center
	Fire Station
	Future Commercial

PROPERTY DEPICTION

EXHIBIT "B"
APPROVED CONSULTANTS AND RATES

City's Attorney	Billing Rate \$350 per hour for principal or senior associate; \$275 per hour for associates; \$85 per hour for paralegals. Opinion letters for bonds will be separate.
City's Engineer	As reasonably determined by City to include engineering and planning.
City's Bond Counsel	As reasonably determined by City.
Financial Advisor	As reasonably determined by City.
PID Administrator	As set forth in an executed contract for PID administration services approved by the City.

IN WITNESS WHEREOF, this Professional Services Agreement has the Effective Date as of the day and year first written above.

CITY:

CITY OF BLUE RIDGE, TEXAS

By: _____
Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

APPROVED AS TO FORM:



City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Rhonda Williams, Mayor of the City of Blue Ridge, on behalf of the City.

Notary Public, State of Texas
(Seal)

**CITY OF BLUE RIDGE, TEXAS
RESOLUTION NO. 2022-0705-001**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS AUTHORIZING AND CREATING THE BLUE RIDGE NORTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Blue Ridge, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), to create a public improvement district within its City limits or its extraterritorial jurisdiction (“ETJ”); and

WHEREAS, on June 7, 2022, the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (collectively, the “Petitioners”), submitted and filed with the City Secretary of the City (the “City Secretary”) a petition (“Petition”) requesting the establishment of a public improvement district for property located partially within the corporate limits and partially within the ETJ of the City; and

WHEREAS, the Petition requested the creation of the Blue Ridge North Public Improvement District (the “District”), which District is located partially within the corporate limits and partially within the ETJ of the City and is more particularly described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the “Property”), each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the “City Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in *The Leonard Graphic*, an official newspaper of general circulation in the City and in the part of the ETJ in which the District is located and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the improvements and services on July 5, 2022; and

WHEREAS, the City Council closed the public hearing on the advisability of the improvements and services on July 5, 2022.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS AS FOLLOWS:

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. The Petition submitted to the City by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on July 5, 2022, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as defined and described below).
- (b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act, that are necessary for the development of the property within the District, which public improvements may include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related earthwork, sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (8) payment of expenses incurred in the establishment, administration and operation of the District; and (9) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.
- (c) **Estimated Costs of the Authorized Improvements.** The estimated total costs of the Authorized Improvements is \$11,000,000, which costs shall be paid by assessment of the property owners within the proposed District.

- (d) **Boundaries of the District.** The District is proposed to include approximately 59.015 acres of land generally located north of FM 545, south of Blue Ridge school district facilities, and west of Baker Street and Tiger Lane; and, as more particularly described in the metes and bounds described in **Exhibit A** and as more particularly depicted in **Exhibit B** attached hereto.
- (e) **Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District that is specially benefitted by the Authorized Improvements in a manner that results in imposing equal shares of the costs on property similarly benefitted. Each assessment may be paid in full or in part at any time (including accrued and unpaid interest), and certain assessments may be paid in annual installments (including principal and interest) If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).
- (f) **Apportionment of Costs.** The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District property. No municipal property in the District shall be assessed. The developer of the Property may also pay certain costs of the Authorized Improvements from other funds available to such developer.
- (g) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) **Advisory Board.** The District shall be managed without the creation of an advisory body.

SECTION 4. The Blue Ridge North Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. The City Council hereby authorizes and directs the City Secretary, on or before [July 12], 2022, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the public improvement district is located.

SECTION 6. Effective upon the date of the passage of this Resolution, the District shall be established.

SECTION 7. This Resolution is effectively immediately from and after the date of its passage in accordance with law.

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY
(59.015 ACRES)

BEING a tract of land situated in Collin County and City of Blue Ridge, Collin County, Texas, being a part of the Matthias Mowry Survey, Abstract No. 557 and the Greer Johnson survey, Abstract No. 478, being all of Lots 1 and 2, Block A of the Broken Steps Addition, an addition to the City of Blue Ridge, according to the plat thereof recorded in Document No. 2018-691, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), being part of a called 87.983 acre tract of land described in a Warranty Deed to Blue Ridge Independent School District, as recorded in Volume 4683, Page 1033, O.P.R.C.C.T. and being more particularly described as follows:

COMMENCING at a one-half inch iron rod with cap stamped "GEER 4117" found at the southeast corner of Lot 3, Block A of said Broken Steps Addition, said iron rod being at the intersection of the north line of Farm To Market Road 545(a variable width right-of-way) and the west line of Baker Road(a variable width right-of-way);

THENCE South 89 degrees 53 minutes 12 seconds West, a distance of 165.13 feet along the south line of said Lot 3 and the north line of Farm To Market Road 545 to one-half inch iron rod with cap stamped "BOHLERENG" (hereinafter called "iron rod set") set at the southwest corner of said Lot 3, said iron rod being the most southerly southeast corner of said Lot 1 and said iron rod being the **POINT OF BEGINNING** of the hereinafter described tract of land;

THENCE South 89 degrees 53 minutes 12 seconds West, a distance of 413.16 feet along the south line of said Lot 1 and the north line of Farm To Market Road 545 to one-half inch iron rod found at the most southerly southwest corner of said Lot 1 and the southeast corner of a called 2.239 acre tract of land described in a Special Warranty Deed to Ashlie Jo Welch Owens, as described in Document No. 20160323000342180, O.P.R.C.C.T., from which a one-half inch iron rod found bears South 89 degrees 42 minutes 26 seconds West, a distance of 99.38 feet;

THENCE North 00 degrees 12 minutes 36 seconds East, a distance of 289.03 feet along a west line of said Lot 1 and the east line of said 2.239 acre tract of land to a two (2) inch iron pipe found at the northeast corner of said 2.239 acre tract of land;

THENCE North 89 degrees 49 minutes 55 seconds West, along a south line of said Lot 1 and the north line of said 2.239 acre tract of land, passing a two (2) inch iron pipe found at a distance 299.31 feet, continuing in all a distance of 437.47 feet to a three (3) inch wood fence corner post found at the most westerly southwest corner of said Lot 1 and the northwest corner of said 2.239 acre tract of land, said fence corner post being in the east line of a called 18.37 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Padmaja Kollipara and wife, Ramakrishna Kollipara, as described in Document No. 20170601000706210, O.P.R.C.C.T.;

THENCE North 01 degrees 00 minutes 40 seconds West, passing a one-half inch iron rod with cap stamped "GEER 4117" found at the northwest corner of said Lot 1 at a distance of 2,118.92, continuing in all a distance of 2,127.78 feet to an iron rod set in a south line of said 87.983 acre tract of land;

THENCE North 89 degrees 33 minutes 47 seconds West, a distance of 252.23 feet along the most westerly south line of said 87.983 acre tract of land to a one-half inch iron rod with cap stamped "OWENS RPLS 5387" found at the most westerly southwest corner of said 87.983 acre tract of land;

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY
(59.015 ACRES)

THENCE North 06 degrees 30 minutes 40 seconds West, a distance of 115.75 feet along the west line of said 87.983 acre tract of land to a one-half inch iron rod with cap stamped "OWENS RPLS 5387" found for corner;

THENCE North 03 degrees 49 minutes 41 seconds West, a distance of 63.44 feet to a point in or near the centerline of a creek;

THENCE North 89 degrees 24 minutes 13 seconds East, along the east line of said Broken Steps Addition, a distance of 1,311.96 feet to an iron rod set in a east line of said 87.983 acre tract of land;

THENCE South 00 degrees 13 minutes 06 seconds East, along the east line of said Broken Steps Addition, passing the northwest corner of a tract of land described in Deed to Grace Trevino, recorded in Instrument No. 20120831001093380, O.P.R.C.C.T., at a distance of 1,277.14 feet to an iron rod set, passing the northeast corner of said Lot 2 and an ell corner of said Lot 1 at a distance of 1,746.78 feet, passing the southeast corner of said Lot 2 and an ell corner of said Lot 1 at a distance of 1,894.36 feet, continuing, in all a distance of 2,437.67 feet to an iron rod set at the most easterly southeast corner of said lot 1 and the northeast corner of said Lot 3;

THENCE North 87 degrees 16 minutes 18 seconds West, a distance of 155.41 feet along the north line of said Lot 3 and the south line of said Lot 1 to a one-half inch iron rod with cap stamped "GEER 4117" found at the northwest corner of Lot 3 and an angle point of said Lot 1;

THENCE South 02 degrees 55 minutes 38 seconds West, a distance of 180.79 feet along the west line of said Lot 3 and the southeast line of said Lot 1 to the **POINT OF BEGINNING** containing 2,570,695 square feet, or 59.015 acres of land.

[Remainder of page left blank intentionally.]

EXHIBIT B
DEPICTION OF THE PROPERTY

