

# **AGENDA**

## **Regular City Council Meeting**

**7:00 PM - Tuesday, January 5, 2021**

City Council Chambers, 201 E. Nash Street, Terrell, TX



**Mayor Rick Carmona**

### **Council Members**

**District 2 - Grady Simpson**

**District 3 - Mayrani Velazquez**

**District 4 - Charles Whitaker**

**District 5 - Tim Royse**

**City Manager Mike Sims**

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NOTICE IS HEREBY GIVEN that the Terrell City Council will conduct a Regular City Council Meeting at 7:00 p.m. on Tuesday, January 5, 2021, at Terrell City Hall located at 201 East Nash Street. The meeting is open to the public with limited seating in the Council Chambers. Recommendations of the CDC regarding social distancing will be practiced during the course of the public meeting to slow the spread of the Coronavirus (COVID-19).

If you choose not to attend in person and you wish to submit public comments, email [support@cityofterrell.org](mailto:support@cityofterrell.org) and title the email "Public Comment". All public comments submitted by 4:00 pm on Tuesday, January 5, 2021 will be provided to the City Council members and read into the record for the Tuesday, January 5, 2021 City Council Meeting.

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### **1. CALL TO ORDER**

### **2. INVOCATION**

### **3. PLEDGE TO AMERICAN FLAG AND TEXAS FLAG.**

### **4. MAYOR AND COUNCIL COMMUNITY RECOGNITION AND EVENTS**

### **5. ADOPTION OF MINUTES**

5.1. Discuss and Consider Minutes from the Special City Council Meeting 5 - 14

and Workshop on December 8, 2020, the Regular City Council Meeting on December 8, 2020, and the Regular City Council Meeting on December 15, 2020.

[Regular City Council - Dec 08 2020 - Minutes - Pdf](#)

[Special City Council Meeting and Workshop - Dec 08 2020 - Minutes - Pdf](#)

[Regular City Council - Dec 15 2020 - Minutes - Pdf](#)

## **6. HEAR REMARKS FROM VISITORS.**

*This time is set aside on the agenda to invite any person to address the Council on issues not subject to a public hearing. Routine administrative matters are best discussed with the appropriate City Staff before bringing them to the Council. Prior to the meeting, please complete a "Citizen Participation Form" and present it to the City Secretary. In accordance with the Texas Open Meetings Act, Section 551.042, the City Council cannot discuss, consider, or take action on matters not listed on the agenda. Speakers should limit their comments to 3 minutes and are asked to speak into the microphone provided, identifying themselves for the record. The total amount of time set aside for this place on the agenda is 15 minutes. Comments of a personal nature directed at the Council or Staff are inappropriate.*

## **7. ELECTION BUSINESS**

- 7.1. Discuss and Consider Resolution No. 1003, A Resolution Accepting The Election Returns As Certified By The Kaufman County Election Official And Declaring The Results Of The Special Election Held On December 15, 2020, In Terrell Texas, For The Purpose Of Electing A Council Member For District 3 Of The City Of Terrell, Texas, To Serve A Three (3) Year Term. 15 - 16

[Resolution No 1003](#)

## **8. BOARDS AND COMMISSIONS**

- 8.1. Discuss Upcoming Board Appointments. 17  
[City of Terrell Boards term expire](#)
- 8.2. Discuss and Consider Park and Downtown Improvement Corporation (PADIC) Reappointments. 18 - 19  
[council board responsibilities](#)  
[PADIC Board](#)
- 8.3. Discuss and Consider Planning and Zoning Commission Appointments. 20 - 27

[council board responsibilities](#)  
[Planning-Zoning Board](#)  
[P-Z Applications](#)

- 8.4. Discuss and Consider Zoning Board of Adjustments Appointments. 28 - 34  
[council board responsibilities](#)  
[ZBA](#)  
[ZBA Applications](#)

## **9. BUSINESS ITEMS**

- 9.1. Discuss and Consider Amendment No. 3 to Professional Services Agreement for Griffith Avenue 35 - 64  
[Agenda Item Report - AIR-20-116 - Pdf](#)
- 9.2. Discuss and Consider Change Order No. 3 for the Griffith Avenue Rehabilitation Project 65 - 103  
[Agenda Item Report - AIR-20-117 - Pdf](#)

## **10. CONSENT AGENDA**

- 10.1. Discuss and Consider Ordinance No. 2856 Annexing Property 2020-3 A on Second Reading, An Ordinance Of The City Of Terrell, Texas, Annexing The Hereinafter Described Property To The City Of Terrell, Texas, And Extending The Boundary Limits Of Said City So As To Include The Hereinafter Described Property Within The Corporate Limits Of The City Of Terrell, Texas; Granting To All The Inhabitants Of Said Property All The Rights And Privileges Of Other Citizens; Binding Said Inhabitants By All Of The Acts, Ordinances, Resolutions And Regulations Of Said City; Adopting The Municipal Services Agreement; Providing For Changes To The Official Map Of The City; Providing A Severability Clause; And Providing An Effective Date. 104 - 113  
[Ordinance No. 2856](#)
- 10.2. Discuss and Consider Ordinance No. 2857 Annexing Property 2020-3 B on Second Reading, An Ordinance Of The City Of Terrell, Texas, Annexing The Hereinafter Described Property To The City Of Terrell, Texas, And Extending The Boundary Limits Of Said City So As To Include The Hereinafter Described Property Within The Corporate Limits Of The City Of Terrell, Texas; Granting To All The Inhabitants Of Said Property All The Rights And Privileges Of Other Citizens; Binding Said Inhabitants By All Of The Acts, Ordinances, Resolutions And Regulations Of Said City; Adopting The Municipal Services Agreement; Providing For Changes To The Official Map Of The City; Providing A Severability Clause; And Providing An Effective Date. 114 - 119

[Ordinance No. 2857](#)

- 10.3. Discuss and Consider Ordinance No. 2858 Annexing Property 2020-3 C 120 - 125  
on Second Reading, An Ordinance Of The City Of Terrell, Texas,  
Annexing The Hereinafter Described Property To The City Of Terrell,  
Texas, And Extending The Boundary Limits Of Said City So As To  
Include The Hereinafter Described Property Within The Corporate Limits  
Of The City Of Terrell, Texas; Granting To All The Inhabitants Of Said  
Property All The Rights And Privileges Of Other Citizens; Binding Said  
Inhabitants By All Of The Acts, Ordinances, Resolutions And  
Regulations Of Said City; Adopting The Municipal Services Agreement;  
Providing For Changes To The Official Map Of The City; Providing A  
Severability Clause; And Providing An Effective Date.

[Ordinance No. 2858](#)

**11. ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH  
SECTION 551 OF THE TEXAS GOVERNMENT CODE TO DISCUSS  
THE FOLLOWING:**

Section 551.072 Deliberations Regarding Real Property.  
Section 551.087 Deliberations Regarding Economic Development  
Negotiations.

**12. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION,  
IF ANY, ITEMS DISCUSSED IN EXECUTIVE SESSION.**

**13. ADJOURN.**

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the  
Governing Body of the City of Terrell is a true and correct copy of said NOTICE, which has  
been posted on the front OUTDOOR BULLETIN BOARD CABINET FOR AGENDAS of the  
Terrell City Hall, Terrell, Texas, a place convenient and readily accessible to the General  
Public and on the website at [cityofterrell.org](http://cityofterrell.org), and which has been continuously posted for a  
period of seventy-two (72) hours prior to the date and time said meeting was convened.  
Posted Wednesday, December 30, 2020 –5:00 p.m.

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Dawn Steil, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations  
or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at  
972-551-6600 for further information. Braille is not available.

Council Reserves the Right to Adjourn into Executive Session to Seek Legal Counsel on a Matter Which the  
Canon of Legal Ethics Demands to Preserve the Attorney-Client Privilege Pursuant to Section 551.071(2) of the  
Texas Government Code.





# MINUTES

## Regular City Council Meeting

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**7:00 PM - Tuesday, December 8, 2020**

City Council Chambers, 201 E. Nash Street, Terrell, TX

The City of Terrell City Council conducted a Regular City Council meeting on Tuesday, December 8, 2020 at 7:00 PM in the City Council Chambers, 201 E. Nash Street, Terrell, TX.

**COUNCIL PRESENT:** Mayor Rick Carmona  
District 2 Grady Simpson  
District 3 Mayrani Velazquez  
District 4 Charles Whitaker  
District 5 Tim Royse

**COUNCIL ABSENT:**

**STAFF PRESENT:** City Manager Mike Sims  
City Secretary Dawn Steil

- 1 CALL TO ORDER**  
Mayor Rick Carmona called the meeting to order.
- 2 INVOCATION**  
Grady Simpson gave the invocation.
- 3 PLEDGE TO AMERICAN FLAG AND TEXAS FLAG.**  
Mayor Rick Carmona led the pledge.
- 4 MAYOR AND COUNCIL COMMUNITY RECOGNITION AND EVENTS**  
Mayor Rick Carmona wished his mother a happy 91st birthday.  
Mayor Rick Carmona recognized Assistant City Attorney's birthday tomorrow, December 9, 2020.  
City Manager Mike Sims recognized Trinity Valley Community College received approval to go through accreditation process to become a 4 year degree granting institution in the nursing program.  
Mayor Rick Carmona recognized City of Terrell Fireman David Kuykendall for his outstanding performance.  
Mayor Rick Carmona recognized Dustin Conner as a full time Emergency Management Coordinator for the City of Terrell.

**5 ADOPTION OF MINUTES**

- a) Discuss and Consider the Minutes of the November 10, 2020 Special City Council Meeting and Workshop, November 10, 2020 City Council Meeting and the November 17, 2020 Special City Council Meeting and Workshop.

**Mayrani Velazquez moved to approve the Minutes of the November 10, 2020 Special City Council Meeting and Workshop, November 10, 2020 City Council Meeting and the November 17, 2020 Special City Council Meeting and Workshop, with Charles Whitaker seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

**6 HEAR REMARKS FROM VISITORS.**

No one came forward to speak.

**7 BOARDS AND COMMISSIONS**

- a) Discuss and Consider Park Board Member Appointment.

**Tim Royse moved to appoint Kaitlyn Craven to the Park Board, with Grady Simpson seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

**8 NEW BUSINESS**

- a) Discuss and Consider Garland Mesquite Radio System Agreement.

**Tim Royse moved made a motion to authorize the City Manager to execute an agreement with Garland Mesquite Radio System, with Mayrani Velazquez seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

- b) Discuss and Consider City Hall Audio Visual Upgrade Purchase.

**Grady Simpson moved to approve Resolution No. 1005 authorizing the City Manager to purchase audio visual equipment for Terrell City Council Chambers from Carousel Industries, with Mayrani Velazquez seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

- c) Discuss and consider a Final Plat of Crossroads at Terrell, Phase 2-B being Lot 3R and Lots 8 - 9, Block 5, and American Way ROW being 9.981 acres, City of Terrell, Kaufman County, Texas. Located at the southwest corner of Spur 557 and FM 148.

**Tim Royse moved to approve a Final Plat of Crossroads at Terrell, Phase 2-B being Lot 3R and Lots 8 - 9, Block 5, and American Way ROW being 9.981 acres, City of Terrell, Kaufman County, Texas. Located at the southwest corner of Spur 557 and FM 148, with Grady Simpson seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

- d) Discuss and Consider Entering Into A Master Lease Agreement With D&M Leasing.

**Tim Royse moved to authorize the City Manager to enter into A Master Lease Agreement With D&M Leasing, with Mayrani Velazquez seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

- e) Discuss and Consider Acquisition of Replacement Wheel Loader.

**Grady Simpson moved to authorize the City Manager to enter into a Municipality Lease Agreement with Associated Supply Company, Inc. in a total amount not to exceed \$213,305.00**

**, with Charles Whitaker seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

- f) Discuss and Consider Resolution No. 1002, A Resolution Of The City Council Of The City Of Terrell, Texas, Authorizing Selection Of A Professional Service Provider For A 2020 Downtown Revitalization Program Grant Through The Texas Department Of Agriculture And Authorizing The City Manager To Negotiate And The Mayor To Execute The Agreement For Engineering And Design Services For The Downtown Revitalization Program Grant

**Grady Simpson moved to approve Resolution No. 1002, A Resolution Of The City Council Of The City Of Terrell, Texas, Authorizing Selection Of A Professional Service Provider For A 2020 Downtown Revitalization Program Grant Through The Texas Department Of Agriculture And Authorizing The City Manager To Negotiate And The Mayor To Execute The Agreement For Engineering And Design Services For The Downtown Revitalization Program Grant not to exceed \$122,500.00, with Tim Royse seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

## **9 CONSENT AGENDA**

Tim Royse made a motion to approve the consent agenda as presented, with Mayrani Velazquez seconding the motion. Carried by the following vote:

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, Tim Royse**  
**Nays:**

- a) Discuss and Consider Ordinance No. 2855 on Second Reading, An Ordinance Of The City Council Of The City Of Terrell, Kaufman County, Texas, Providing For The Creation Of A Planned Development (PD 20-05), By Changing The Zoning On Certain Real Property More Particularly Described As All Of Block 632, Terrell Revised, Containing 8.972 Acres Of Land And Located To The North Of East McCoulskey Street, To The South Of Rose Street, And To The West Of State Highway 34 From Single Family 7.5 (SF-7.5) To Planned Development Single Family 7.5 (PD SF-7.5 With Development Under Single Family 6 (SF-6) Requirements Under The Provisions Of §31a, Appendix 2, Zoning Ordinance Of The City Of Terrell As Shown On The Map Attached Hereto As Exhibit "A" And Made A Part Hereof For

All Purposes, Under The Conditions And Regulations Specified In Exhibit "B" Attached Hereto And Made A Part Hereof For All Purposes, Providing For The Repeal Of Conflicting Ordinances; Providing For Severability And Providing An Effective Date.

**10 ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH SECTION 551 OF THE TEXAS GOVERNMENT CODE TO DISCUSS THE FOLLOWING:**

Passed.

**11 RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ITEMS DISCUSSED IN EXECUTIVE SESSION.**

Passed.

**12 ADJOURN.**

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E. Rick Carmona, Mayor

Attest:

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Dawn Steil, City Secretary



# MINUTES

## Special City Council Meeting and Workshop Meeting

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**4:30 PM - Tuesday, December 8, 2020**

City Council Chambers, 201 E. Nash Street, Terrell, TX

The City of Terrell Council conducted a Special City Council Meeting and Workshop on Tuesday, December 8, 2020 at 4:30 PM in the City Council Chambers, 201 E. Nash Street, Terrell, TX.

**COUNCIL PRESENT:** Mayor Rick Carmona  
District 5 Tim Royse  
District 2 Grady Simpson  
District 3 Mayrani Velazquez  
District 4 Charles Whitaker

**COUNCIL ABSENT:**

**STAFF PRESENT:** City Manager Mike Sims  
City Secretary Dawn Steil  
Assistant City Attorney Greg Shumpert

**1 CALL TO ORDER**

Mayor Rick Carmona called the meeting to order.

**2 INVOCATION**

Grady Simpson gave the invocation.

**3 PLEDGE TO AMERICAN FLAG AND TEXAS FLAG.**

**4 MAYOR AND COUNCIL COMMUNITY RECOGNITION AND EVENTS**

David Kuykendall - Firefighter Paramedic

Dustin Conner - New Full Time Emergency Management Coordinator

**5 HEAR REMARKS FROM VISITORS.**

No one came forward to speak.

**6 COVID-19 BUSINESS**

a) Discuss COVID-19 Update.

**Emergency Management Coordinator Dustin Conner presented this item to Council for discussion.**

**7 NEW BUSINESS**

ITEM 5.1.

**Draft**

- a) Discuss Septic System Regulatory Changes.  
**Assistant City Attorney Greg Shumpert and City Manager Mike Sims presented this item to Council for discussion.**
- b) Discuss IT/Phone System Update.  
**Library/IT Director Rebecca Anderson presented this item to Council for discussion.**
- c) Discuss Fleet Update.  
**Director of Public Services Glenn Caldwell presented this item to Council for discussion.**
- d) Discuss Resolution No. 1002, A Resolution Of The City Council Of The City Of Terrell, Texas, Authorizing Selection Of A Professional Service Provider For A 2020 Downtown Revitalization Program Grant Through The Texas Department Of Agriculture And Authorizing The City Manager To Negotiate And The Mayor To Execute The Agreement For Engineering And Design Services For The Downtown Revitalization Program Grant  
**Assistant City Attorney Greg Shumpert and Director of Public Services Glenn Caldwell presented this item to Council for discussion.**

**8 ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH SECTION 551 OF THE TEXAS GOVERNMENT CODE TO DISCUSS THE FOLLOWING:**

Passed.

**9 RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ITEMS DISCUSSED IN EXECUTIVE SESSION.**

Passed.

**10 ADJOURN.**

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E. Rick Carmona, Mayor

Attest:

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Dawn Steil, City Secretary



# MINUTES

## Regular City Council Meeting

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**7:00 PM - Tuesday, December 15, 2020**

City Council Chambers, 201 E. Nash Street, Terrell, TX

The City of Terrell City Council conducted a Regular City Council meeting on Tuesday, December 15, 2020 at 7:00 PM in the City Council Chambers, 201 E. Nash Street, Terrell, TX.

**COUNCIL PRESENT:** Mayor Rick Carmona  
District 2 Grady Simpson  
District 3 Mayrani Velazquez  
District 4 Charles Whitaker  
District 5 Tim Royse

**COUNCIL ABSENT:**

**STAFF PRESENT:** City Manager Mike Sims  
City Secretary Dawn Steil

**1 CALL TO ORDER**

Mayor Rick Carmona called the meeting to order.

**2 INVOCATION**

Grady Simpson gave the invocation.

**3 PLEDGE TO AMERICAN FLAG AND TEXAS FLAG.**

Mayor Rick Carmona led the pledge.

**4 MAYOR AND COUNCIL COMMUNITY RECOGNITION AND EVENTS**

City Manager Mike Sims presented the 2020 International Economic Development Council Award presented to Terrell Economic Development Corporation for the Trinity Valley Community College Health Science Center to Mayor Rick Carmona, who was the Chairman of TEDC when this project began.

**5 ADOPTION OF MINUTES**

a) Discuss and Consider Minutes of the City Council Meeting on December 1, 2020.

**Tim Royse moved Minutes of the City Council Meeting on December 1, 2020., with Grady Simpson seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**



**6 HEAR REMARKS FROM VISITORS.**

No one came forward to speak.

**7 PUBLIC HEARING**

- a) Conduct a Public Hearing to Receive Comments Regarding Voluntary Annexation of The Hereinafter Described Property To The City Of Terrell, Texas, And Extending The Boundary Limits Of Said City So As To Include The Hereinafter Described Property Within The Corporate Limits Of The City Of Terrell, Texas; Granting To All The Inhabitants Of Said Property All The Rights And Privileges Of Other Citizens; Binding Said Inhabitants By All Of The Acts, Ordinances, Resolutions And Regulations Of Said City; Adopting The Municipal Services Agreement; Providing For Changes To The Official Map Of The City; Providing A Severability Clause; And Providing An Effective Date.

**Assistant City Attorney Greg Shumpert made opening comments.**

**Mayor Rick Carmona opened the Public Hearing.**

**No one came forward to speak.**

**Mayor Rick Carmona closed the Public Hearing.**

- b) Discuss and Consider Ordinance No. 2856 Annexing Property 2020-3 A on First Reading, An Ordinance Of The City Of Terrell, Texas, Annexing The Hereinafter Described Property To The City Of Terrell, Texas, And Extending The Boundary Limits Of Said City So As To Include The Hereinafter Described Property Within The Corporate Limits Of The City Of Terrell, Texas; Granting To All The Inhabitants Of Said Property All The Rights And Privileges Of Other Citizens; Binding Said Inhabitants By All Of The Acts, Ordinances, Resolutions And Regulations Of Said City; Adopting The Municipal Services Agreement; Providing For Changes To The Official Map Of The City; Providing A Severability Clause; And Providing An Effective Date.

**Grady Simpson moved to approve Ordinance No. 2856 Annexing Property 2020-3 A, An Ordinance Of The City Of Terrell, Texas, Annexing The Hereinafter Described Property To The City Of Terrell, Texas, And Extending The Boundary Limits Of Said City So As To Include The Hereinafter Described Property Within The Corporate Limits Of The City Of Terrell, Texas; Granting To All The Inhabitants Of Said Property All The Rights And Privileges Of Other Citizens; Binding Said Inhabitants By All Of The Acts, Ordinances, Resolutions And Regulations Of Said City; Adopting The Municipal Services Agreement; Providing For Changes To The Official Map Of The City; Providing A Severability Clause; And Providing An Effective Date., with Charles Whitaker seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

- c) Discuss and Consider Ordinance No. 2857 Annexing Property 2020-3 B on First Reading, An Ordinance Of The City Of Terrell, Texas, Annexing The Hereinafter Described Property To The City Of Terrell, Texas, And Extending The Boundary Limits Of Said City So As To Include The Hereinafter Described Property Within The Corporate Limits Of The City Of Terrell, Texas; Granting To All The Inhabitants Of Said Property All The Rights And Privileges Of Other Citizens; Binding Said Inhabitants By All Of The Acts, Ordinances, Resolutions And Regulations Of Said City; Adopting The Municipal Services Agreement; Providing For Changes To The Official Map Of The City; Providing A Severability Clause; And Providing An Effective Date.

**Tim Royse moved to approve Ordinance No. 2857 Annexing Property 2020-3 B on First Reading, An Ordinance Of The City Of Terrell, Texas, Annexing The Hereinafter**

**Described Property To The City Of Terrell, Texas, And Extending The Boundary Limits Of Said City So As To Include The Hereinafter Described Property Within The Corporate Limits Of The City Of Terrell, Texas; Granting To All The Inhabitants Of Said Property All The Rights And Privileges Of Other Citizens; Binding Said Inhabitants By All Of The Acts, Ordinances, Resolutions And Regulations Of Said City; Adopting The Municipal Services Agreement; Providing For Changes To The Official Map Of The City; Providing A Severability Clause; And Providing An Effective Date, with Grady Simpson seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

- d) Discuss and Consider Ordinance No. 2858 Annexing Property 2020-3 C on First Reading, An Ordinance Of The City Of Terrell, Texas, Annexing The Hereinafter Described Property To The City Of Terrell, Texas, And Extending The Boundary Limits Of Said City So As To Include The Hereinafter Described Property Within The Corporate Limits Of The City Of Terrell, Texas; Granting To All The Inhabitants Of Said Property All The Rights And Privileges Of Other Citizens; Binding Said Inhabitants By All Of The Acts, Ordinances, Resolutions And Regulations Of Said City; Adopting The Municipal Services Agreement; Providing For Changes To The Official Map Of The City; Providing A Severability Clause; And Providing An Effective Date.

**Tim Royse moved to approve Ordinance No. 2858 Annexing Property 2020-3 C on First Reading, An Ordinance Of The City Of Terrell, Texas, Annexing The Hereinafter Described Property To The City Of Terrell, Texas, And Extending The Boundary Limits Of Said City So As To Include The Hereinafter Described Property Within The Corporate Limits Of The City Of Terrell, Texas; Granting To All The Inhabitants Of Said Property All The Rights And Privileges Of Other Citizens; Binding Said Inhabitants By All Of The Acts, Ordinances, Resolutions And Regulations Of Said City; Adopting The Municipal Services Agreement; Providing For Changes To The Official Map Of The City; Providing A Severability Clause; And Providing An Effective Date, with Grady Simpson seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

## **8 BOARDS AND COMMISSIONS**

- a) Discuss and Consider Planning and Zoning Commission Appointment.

**Mayrani Velazquez moved to table item 8.1 to the January 5, 2021, City Council meeting, with Tim Royse seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

- b) Discuss and Consider Zoning Board of Adjustments Appointment.

**Mayrani Velazquez moved to table item 8.2 to the January 5, 2021, City Council meeting., with Tim Royse seconding the motion. Carried by the following votes:**

**Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse**

- c) Discuss Park and Downtown Improvement Corporation Appointments/Reappointments.  
**City Manager Mike Sims presented this item to Council for discussion.**

**9 DISCUSSION ITEMS**

- a) Discuss Change Order No. 3 for the Griffith Avenue Rehabilitation Project.  
**City Engineer Steve Rogers presented this item to Council for discussion.**
- b) Discuss Amendment No. 3 to Professional Services Agreement for Griffith Avenue.  
**City Engineer Steve Rogers presented this item to Council for discussion.**
- c) Discuss FY20 Year End Financial Report.  
**Housing/Finance Director Jamarcus Ayers presented this item to Council for discussion.**

**10 STAFF REPORTS**

- a) Discuss National Incident Based Reporting System (NIBRS) Report.  
**City Manager Mike Sims informed Council the NIBRS report is in the packet for review.**
- b) Staff Tenure Report.  
**City Manager Mike Sims informed Council the Staff Tenure report is in the packet for review.**

**11 ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH SECTION 551 OF THE TEXAS GOVERNMENT CODE TO DISCUSS THE FOLLOWING:**

Passed.

**12 RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ITEMS DISCUSSED IN EXECUTIVE SESSION.**

Passed.

**13 ADJOURN.**

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E. Rick Carmona, Mayor

Attest:

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Dawn Steil, City Secretary

**RESOLUTION NO. 1003**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TERRELL, TEXAS, ACCEPTING THE ELECTION RETURNS AS CERTIFIED BY THE KAUFMAN COUNTY ELECTION OFFICIAL AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON DECEMBER 15, 2020, IN TERRELL TEXAS, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR DISTRICT NO. 3 OF THE CITY OF TERRELL, TEXAS, TO SERVE A THREE (3) YEAR TERM**

**WHEREAS**, the City Council of the City of Terrell, Texas, adopted a Resolution calling a Special Election to be held in said City on December 15, 2020, for the purpose of electing a member to serve on the City Council of the City of Terrell, Texas, for District No. 3 of the City of Terrell, Texas; and

**WHEREAS**, the Council Member for District No. 3 is to be elected for a term of three (3) years; and

**WHEREAS**, said Special Election was duly held at the time and at the place specified in the Resolution after due notice as required by law had been given; and

**WHEREAS**, there were a total of 386 ballots cast for City Council Member of City Council District No. 3 at said Special Election; and

**WHEREAS**, only the qualified electors of the City of Terrell, Texas, were allowed to vote in said election.

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

The Special Election scheduled for December 15, 2020, was duly called and notice was given in accordance with the law and in accordance with the Resolution calling for said Special Election.

The Special Election was held in accordance with applicable state statutes and ordinances of the City of Terrell, Texas, and the following votes were cast in the respective places designated.

	Early Voting	Election Day	Total Votes Cast
Jonathan Preston	87	18	105
Mayrani Velazquez	244	37	281
	331	55	386

ITEM 7.1.

That under and by virtue of the votes cast as designated above, Mayrani Velazquez is hereby declared to be duly elected to the office of City Council Member of City Council District No. 3, for the City of Terrell, Texas, to serve a term of three (3) years and take the Oath of Office.

The proper officials are hereby authorized to administer the Oath of Office and do all things necessary to install said elective official in her respective office.

**PASSED AND APPROVED** this \_\_\_\_ day of January, 2021.

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E. RICK CARMONA, Mayor

ATTEST:

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DAWN STEIL, City Secretary

APPROVED AS TO FORM:

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MARY GAYLE RAMSEY, City Attorney



## City of Terrell Boards

### Term Expirations and Vacancies

#### PADIC Board

- Matt Oakley	December 20	Eligible for reappointment
- Mayrani Velazquez	December 20	Eligible for reappointment

#### Park Board

- Matthew Malone	March 21	Eligible for reappointment
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#### Planning + Zoning

- Carolyn Wimberly	July 20	Eligible for reappointment
- Jenny Heisel	February 21	Eligible for reappointment
- Trini Jones	February 21	Eligible for reappointment
- Danny Stephens	February 21	Eligible for reappointment
- Joe Hood	May 21	Eligible for reappointment
- Stephanie Thomas	May 21	Eligible for reappointment

#### TIRZ #1/Power Center Board

Don Thurman	March 21	Eligible for reappointment
John Davidson	March 21	Eligible for reappointment
Terry Barber	April 21	Eligible for reappointment
Mike Hunt	April 21	Eligible for reappointment

#### ZBA

- Gene Glaeser	April 20	Termed out
- Jimmy Cooper	February 21	Eligible for reappointment
- Dr. Kameka Miller	February 21	Eligible for reappointment
- Karen Jones	February 21	Eligible for reappointment
- One open seat		

## Council Board Responsibilities

<b>Board</b>	<b>Council Member</b>
Airport	Rick Carmona
Animal Advisory Board	Grady Simpson
Building Standards	Tim Royse
Civil Service	Grady Simpson
Economic Development	Charles Whitaker
Library	Charles Whitaker
Park	Tim Royse
Zoning Board of Adjustments	Mayrani Velazquez
TIF/Power Center	Mayrani Velazquez
Planning and Zoning	Mayrani Velazquez



## ITEM 8.2.

Member	Contact Information	Year Elected	Term Expiration
<b>Park and Downtown Improvement Corporation</b>			
Hillary Heisel Place 1: City Council Liaison Original Appointment: 10-29-19, Voted Secretary 11-5-19	302 Lovers Lane Terrell, TX 75160 M: 214-796-9370 hillary.heisel@gmail.com	Dec-19	Dec-21
JC Jackson Place 7: Financial Specialist Original Appointment: 10-29-19	508 West End Terrell, TX 75160 M: 214-549-7485 jcjackson938@gmail.com	Dec-19	Dec-21
Sarah Kegerreis Place 2: Church or Non-Profit Organization Original Appointment: 10-29-19, Voted Vice President 11-5-19	402 Griffith Ave. Terrell, TX 75160 M: 214-668-4969 keger3@sbcglobal.net	12/31/2019	Dec-21
Tori Lucas Place 5: Downtown Business Community Original Appointment: 10-29-19, Voted President 11-5-19	300 Laurel Trail Drive Terrell, TX 75160 M: 972-310-1418 torilucas@anbtx.com	Dec-19	Dec-22
Mary McCoy Place 3: Parks Volunteer Original Appointment: 11-19-19	1002 Ross Terrell, TX M: 214-801-4717 mmc7788wdw@gmail.com	Dec-19	Dec-22
Matt Oakley Place 6: Downtown Business Community Original Appointment: 10-29-19	608 Griffith Avenue Terrell, TX 75160 M: 972-841-7547 oakleyrealestatelc@gmail.com	Dec-19	Dec-20
Mayrani Velazquez Place 4: Parks Volunteer Original Appointment: 10-29-19	101 Lamar St. Terrell, TX M: 214-364-2713 EM: mayraniv@gmail.com Partial term	Dec-19	Dec-20
<b>(3) Terms: 3 years after initial term</b>			
<b>Quorum: 4 members</b>			
<b>Appointment</b>			
<b>Needs Replacement</b>			

### Council Board Responsibilities

<b>Board</b>	<b>Council Member</b>
Airport	Rick Carmona
Animal Advisory Board	Grady Simpson
Building Standards	Tim Royse
Civil Service	Grady Simpson
Economic Development	Charles Whitaker
Library	Charles Whitaker
Park	Tim Royse
Zoning Board of Adjustments	Mayrani Velazquez
TIF/Power Center	Mayrani Velazquez
Planning and Zoning	Mayrani Velazquez

## ITEM 8.3.

Member	Contact Information	Term Count	Appointed / Re-Appt'd	Term Expiration
Planning & Zoning Commission				
Rosi Jaurez Original Appointment 9/19/2017	204 Heath Terrell, TX 75160 H: M: 713-818-5328 EM: rosi@fun-folks-unlimited.com	2	4/1/2020	Apr-22
Jenny Heisel <b>Vice-Chairman</b> Original Appt. Date - 11/15/2016 Vice- Chairman elect 7/23/2020	302 Lovers Lane Terrell, TX 75160 T: 972-563-6408 M: 214-384-3031 EM: jenny.heisel@suddenlink.net	2	2/14/2019	Feb-21
Jorge Vargas originally appointed 11-17-2020 replaced Vickie Anderson who termed out	810 E. College Street Terrell, Texas 75160 M: 469-474-5245 EM: sgtvargas74@yahoo.com	1	11/17/2020	Nov-22
Carolyn A. Wimberly Replaced Kathy Russell termed out.	1121 S. Frances Terrell, TX 75160 H: 214-733-2237 M: W: EM: carolwimber@aol.com	1	7/24/2018	Jul-20
Trini B. Jones Original appointment date - 10/20/2015	136 E. McCoulskey Terrell, TX 75160 M: 469-343-8245 EM: trinibjones@gmail.com	2	2/14/2019	Feb-21

## ITEM 8.3.

Garrett Carlisle Original Appointment June 30, 2020 to replace Carolyn Fairley who termed out	307 Talty Road Terrell, TX 75160 C: 972-489-6456 EM: garrett@cliffviewassetgroup. com	1	6/30/2020	Jun-22
Stephanie Thomas Original Appointment: April 18, 2017 to replace Bruce Loflin who resigned.	1815 Trailview Terrell, TX 75160 H: 972-551-3466 M: 214-335-3670 EM: stephaniethomasrn@ yahoo.com	2	5/21/2019	May-21
Danny Stephens- <b>CHAIRMAN</b> Orig. Appt. Date - 1/5/17	307 W. Moore Ave Terrell, Texas 75160 T: 972-524-5025 C: 214-926-9204 EM: dannystephens@sbcglobal.net	2	2/14/2019	Feb-21
Joe Hood - Replaced Jerry Yates term out.	506 Fox Terrell, TX 75160 T: 972-977-7507 W: C: 972-977-7505 EM: cmdrjoehood@yahoo. com	2	5/21/2019	May-21
(3) Terms: 2 years 4th Tuesday of each month Quorum: 5 members Ordinance 2350				
Request Reappointment				
Needs a				
Replacement				

Not Eligible	
Appointed to Board	No
First Name	Stacey
Last Name	Browning
Email	<a href="mailto:staceybrowning@ebby.com">staceybrowning@ebby.com</a>
Address	121 Lexington Dr
City	Terrell
State	Texas
Zip Code	75160
Occupation	Realtor
Resident of Terrell?	Yes
If Yes, How Many Years?	8
Airport Board	
Civil Services Board	
Building Standards Board	
Library Board	
Tax Increment Financing Reinvestment Number 1 Board	
Parks Board	
Planning and Zoning Commission	1
Economic Development Corporation	2
Zoning Board of Adjustments	
Kaufman County Appraisals	

Park and Downtown Improvements Corporation	3
Qualifications	Am familiar with the real estate market, founded the community service organization - Daughters of the American Revolution, served one term on ZBA, attended Terrell Citizens University
Special Qualifications	Terrell Citizens University
Notes	
Admin Notes	

First Name	Gabriel
Last Name	Cabrera
Home Phone	323-718-1237
Mobile	214-948-4242
Email	<a href="mailto:gabriel.cabrera@dallascityhall.com">gabriel.cabrera@dallascityhall.com</a>
Address	408 S Frances Street
City	Terrell
State	Texas
Zip Code	75160
Occupation	Fir Protection Engineer
Resident of Terrell?	Yes
If Yes, How Many Years?	5
Qualifications	Building Department employee Building Code Specialist Fire Code Specialist Existing Building Code Specialist
Special Qualifications	Attended None of These
Board Preference Rating	7



First Name	Stephanie
Last Name	Fuller
Home Phone	
Mobile	2143847025
Email	<a href="mailto:storm_trpr27@yahoo.com">storm_trpr27@yahoo.com</a>
Address	305 Runnells
City	Terrell
State	Texas
Zip Code	75160
Occupation	Education
Resident of Terrell?	Yes
If Yes, How Many Years?	5
Qualifications	=>Native Terrell Resident/Homegrown =>20+ years in Education (as a teacher, administrator, and central office) =>Able to problem-solve =>Clear and concise decision-making skills =>Time to devote to the board itself and to the responsibilities that come with the position
Special Qualifications	Terrell Citizens University
Board Preference Rating	1

First Name	Felicia
Last Name	Spencer
Home Phone	9729216425
Mobile	9729216425
Email	<a href="mailto:netxrealtor69@gmail.com">netxrealtor69@gmail.com</a>
Address	404 Main St
City	Terrell
State	Texas
Zip Code	75160
Occupation	Realtor
Resident of Terrell?	Yes
If Yes, How Many Years?	16
Qualifications	I don't know what would qualify me, but I am a Realtor here, I am a certified Historical Home Specialist, and I love my hometown. I know a lot of people, I feel, but also do not know a lot so I'd like to know more people and help make our city's reputation better and better.
Special Qualifications	Attended None of These
Board Preference Rating	3

### Council Board Responsibilities

<b>Board</b>	<b>Council Member</b>
Airport	Rick Carmona
Animal Advisory Board	Grady Simpson
Building Standards	Tim Royse
Civil Service	Grady Simpson
Economic Development	Charles Whitaker
Library	Charles Whitaker
Park	Tim Royse
Zoning Board of Adjustments	Mayrani Velazquez
TIF/Power Center	Mayrani Velazquez
Planning and Zoning	Mayrani Velazquez

## ITEM 8.4.

Member	Contact Information	Term Count	Appointed Re-Appointed	Term Expiration
<b>Zoning Board of Adjustments</b>				
Jimmy Cooper CHAIRMAN (10/26/2020) Original appointment date - Jan. 3, 2017 Replaced Stacey Browning who was not reappointed.	222 Elm Drive Terrell, TX 75160 M: 972-955-8736 EM: jim@jarepllc.com	1	2/5/2019	Feb-21
OPEN	Terrell, TX 75160 T: EM:	0	0	Dec-01
Dr. Kameka Miller Orig. Appt. Date - 2/5/19 to replace Dawn Steil who resigned 11/9/18 due to City of Terrell employment	ADDRESS Terrell, Texas 75160 C: 601-720-2828 W: EM:	1	2/5/2019	Feb-21
Jerry Yates- replaced Valente Briones	109 Brookhollow Terrell, TX 75160 972-669-4654	2	10/20/2020	Oct-22
Gene Glaeser CHAIRMAN Appointed April, 2011	PO Box 1255 Terrell, TX 75160 H: 972-551-1868 C: 214-862-1112 EM: gglaeser@yahoo.com	3	4/23/2018	Apr-20
Carolyn Fairley Appointed 10/20/20, replaced Bill Sweazea who did not seek a 3rd term	1007 N. Frances Terrell, TX 75160 C: 972-322-1990 EM: carolyn@rmlandmark.com	1	10/10/2020	Oct-22

## ITEM 8.4.

Karen Jones VICE-CHAIRMAN (10/26/2020)	150 Redwood Lane Terrell, Texas 75160 C: 469-474-9719 H: 972-524-1499 EM: TISDWife@yahoo.com	1	2/5/2019	Feb-21
(3) Terms: 2 years Quorum: 4 members Ordinance 2357				
Request Reappointment				
Needs Replacement				
2011 Honorees:				
Chris Simpson				
Frank Finan				

First Name	Vickie
Last Name	Anderson
Home Phone	
Mobile	214 646 5933
Email	<a href="mailto:vanderson@dallasisd.org">vanderson@dallasisd.org</a>
Address	1017 S. Medora
City	Terrell
State	Texas
Zip Code	75160
Occupation	Budget Manager
Resident of Terrell?	Yes
If Yes, How Many Years?	21
Qualifications	Airport Board 2 Planning & Zoning 4
Special Qualifications	Terrell Citizens University
Board Preference Rating	1

First Name	Gabriel
Last Name	Cabrera
Home Phone	323-718-1237
Mobile	214-948-4242
Email	<a href="mailto:gabriel.cabrera@dallascityhall.com">gabriel.cabrera@dallascityhall.com</a>
Address	408 S Frances Street
City	Terrell
State	Texas
Zip Code	75160
Occupation	Fir Protection Engineer
Resident of Terrell?	Yes
If Yes, How Many Years?	5
Qualifications	Building Department employee Building Code Specialist Fire Code Specialist Existing Building Code Specialist
Special Qualifications	Attended None of These
Board Preference Rating	7



First Name	Stephanie
Last Name	Fuller
Home Phone	
Mobile	2143847025
Email	<a href="mailto:storm_trpr27@yahoo.com">storm_trpr27@yahoo.com</a>
Address	305 Runnells
City	Terrell
State	Texas
Zip Code	75160
Occupation	Education
Resident of Terrell?	Yes
If Yes, How Many Years?	5
Qualifications	=>Native Terrell Resident/Homegrown =>20+ years in Education (as a teacher, administrator, and central office) =>Able to problem-solve =>Clear and concise decision-making skills =>Time to devote to the board itself and to the responsibilities that come with the position
Special Qualifications	Terrell Citizens University
Board Preference Rating	1

First Name	Felicia
Last Name	Spencer
Home Phone	9729216425
Mobile	9729216425
Email	<a href="mailto:netxrealtor69@gmail.com">netxrealtor69@gmail.com</a>
Address	404 Main St
City	Terrell
State	Texas
Zip Code	75160
Occupation	Realtor
Resident of Terrell?	Yes
If Yes, How Many Years?	16
Qualifications	I don't know what would qualify me, but I am a Realtor here, I am a certified Historical Home Specialist, and I love my hometown. I know a lot of people, I feel, but also do not know a lot so I'd like to know more people and help make our city's reputation better and better.
Special Qualifications	Attended None of These
Board Preference Rating	3

Regular City Council  
**AGENDA ITEM REPORT**



**To:**  
**Subject:** Discuss and Consider Amendment No. 3 to Professional Services Agreement for Griffith Avenue  
**Meeting:** Regular City Council - Jan 05 2021  
**Department:** Engineering  
**Staff Contact:** Steve Rogers, City Engineer

**BACKGROUND INFORMATION:**

Due to the additional work authorized and the extension of time approved for the Griffith Avenue construction project, Freese & Nichols, Inc. incurred additional costs above what was initially anticipated under there scope for General Representation Assistance during construction. They have proposed an increase of \$19,115.00. Staff has reviewed the proposed cost and concurs it is warranted.

This Amendment will result in a final contract total of \$595,206.00. A summary of the contract and amendments is provided.

Initial Contract Amount	\$ 386,000.00	
		<u>Revised Contract Amount</u>
Amendment No. 1	\$169,450.00	\$ 555,450.00
Amendment No. 2	\$ 20,661.00	\$ 576,091.00
Amendment No. 3	\$ 19,115.00	\$ 595,206.00

The proposed Amendment No. 3 along with the original contract and previously approved Amendments No. 1 and 2 are included for review.

Funds will be provided from Certification of Obligation 2018.

**ATTACHMENTS:**

[TER17590 Contract Change Authorization #3](#)



<b>Client:</b> City of Terrell P.O. Box 310 Terrell, Texas 75160 Attn: Steve Rogers, P.E.	<b>FNI Project No.:</b> TER17590
	<b>Client Contract Ref.:</b> 18-04
	<b>Date:</b> November 24, 2020
<b>Project Description:</b> Griffith Avenue Improvements	
<b>Description of Services Added:</b>  Reference Executed Agreement dated 04/18/2019 and included as Attachment "A."  <b>BASIC SERVICES:</b>  <b>ASSUMPTIONS</b> 1. Jackson Construction's substantial completion was agreed upon on October 30, 2020. Final completion and construction closeout is anticipated December 2020. FNI to follow-up with delivering the City record drawings and consultant's closeout procedures already established within the existing contract.  <b>TASK A SERVICES:</b> FNI shall render the following professional services in connection with the development of the Project:  1. <u>Construction Phase Services Extension</u> FNI to extend Construction Phase services set forth in Contract Change Authorization #1, dated June 19, 2018. Contract Change Authorization #1 authorized Construction Phase services for a period of 18 months. This amendment would extend said Construction Phase services an additional 4 months for a total of 22 months.  <b>ADDITIONAL SERVICES: Additional Service to be performed by FNI, if authorized by OWNER, which are not included in the above described basic or special services, are described as follows:</b> 1. Continuance of Construction Phase services beyond limits noted within this amendment.  <b>Deliverables:</b>  1. Continued monthly construction coordination and correlating site/meeting attendance.	

**Compensation shall be adjusted as follows:**

Services	Original Compensation	Amended Compensation	Total Compensation
<u>Basic Services (LS)</u>			
Final Design	\$382,986	\$-	\$382,986
Survey Services	\$47,904	\$-	\$47,904
SUE Services	\$21,245	\$-	\$21,245
Bid Phase Assistance	\$14,280	\$-	\$14,280
General Rep Assistance	\$70,095	\$19,115	\$89,210
<b>Basic Total (LS)</b>	<b>\$536,510</b>	<b>\$19,115</b>	<b>\$555,625</b>
<u>Special Services (CPM)</u>			
Geotechnical (ETTL)	\$10,170	\$-	\$10,170
Construction Special Inspection	\$18,080	\$-	\$18,080
Additional SUE test holes	\$3,401	\$-	\$3,401
Easements (4 Temp. & 4 Permanent)	\$6,720	\$-	\$6,720
THC Services	\$1,210	\$-	\$1,210
<b>Special Total (CPM)</b>	<b>\$39,581</b>	<b>\$-</b>	<b>\$39,581</b>
<b>Total</b>	<b>\$576,091</b>	<b>\$19,115</b>	<b>\$595,206</b>

<b>Original Contract</b>	\$576,091
<b>Amount this Authorization</b>	\$19,115
<b>Revised Total Contract</b>	\$595,206

**Schedule shall be adjusted as follows:**

- Construction Phase: An additional 4 months to construction phase with an anticipated final construction completion of December 2020.
- Record Drawings: 30 days from receipt of drawings from Owner & Contactor

**The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.**

☒ This Contract Change Authorization will serve as contract modification.

**FREESE AND NICHOLS, INC.:**  
(FNI)

BY: A. Scott Maughn

A. Scott Maughn

Print or Type Name

TITLE: Principal/Vice President

DATE: 11/24/2020

**CITY OF TERRELL, TEXAS:**  
(OWNER)

BY: \_\_\_\_\_

Print or Type Name

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTACHMENT A  
EXECUTED AGREEMENTS TO DATE



October 18, 2017

A. Scott Maughn, P.E.  
WWW Transmission and Utilities  
Freese and Nichols, Inc.  
2711 N. Haskell Ave., Suite 3300  
Dallas, TX 75204

D.J. Ory  
Mayor

Sandra Wilson  
Mayor Pro Tem  
District 3

Charles Whitaker  
Deputy Mayor Pro Tem  
District 4

Grady Simpson  
Council Member  
District 2

Tim Royse  
Council Member  
District 5

Torry L. Edwards  
City Manager

Mike Sims  
Asst. City Manager

Reference: Griffith Avenue Rehabilitation Contract

Dear Scott:

Please find attached a signed, executed contract for design services related to paving, stormwater and water/sewer main improvements for the subject project.

We look forward to working with you and other FNI team members on this project.

Mike Mikeska  
Assistant City Engineer

C: Project File

**AGREEMENT FOR PROFESSIONAL SERVICES**

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by the City of Terrell, Texas, hereinafter called "OWNER" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; OWNER agrees to pay to FNI compensation. The Project is described as follows: City of Terrell - Griffith Street Improvements
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of OWNER which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** OWNER agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of **\$386,000**. The fee amount is further subdivided below, and details concerning it are included in Attachment CO.

Basic

Preliminary and Final Design \$334,800

Survey Services \$31,530

SUE Services \$19,670

If FNI's services are delayed or suspended by OWNER, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the OWNER and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and FNI and not for the benefit of any other party.



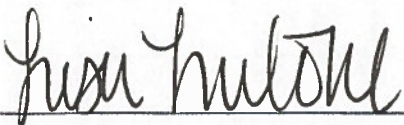
Rev. 06/10

This AGREEMENT constitutes the entire AGREEMENT between OWNER and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the 3 day of OCTOBER, 2017.

ATTEST:

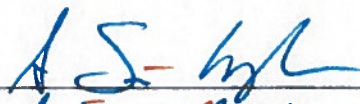


City of Terrell, Texas  
(OWNER)

By: 

Print Name and Title Cory Munzger

ATTEST:

  
A. Scott Munzger  
Associate

Freese and Nichols, Inc.  
(FNI)

By: 

Jeff Payne, Vice President

Print Name and Title

**SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER****ARTICLE I****Introduction**

This scope of services provides preliminary and final design, including survey and SUE services, for Griffith Street improvements, which include approximately 3,900 linear feet of roadway improvements (including sidewalk replacement), 4,100 linear feet of water line improvements, 3,000 linear feet of wastewater improvements (Rockwall to Ninth), and 4,000 linear feet of storm drainage improvements. Griffith Street will be constructed as a 31-foot back-to-back concrete street with monolithic curb and gutter, 5' concrete sidewalks, ADA compliant curb ramps and concrete driveways. The Griffith Street improvements will be from Rockwall Avenue to Walnut Street. The existing roadway section will not be significantly changed from the existing.

**A. BASIC SERVICES** - FNI shall render the following professional services in connection with the development of the Project:

**1. PRELIMINARY DESIGN (10% DESIGN)**

Preliminary design will be conducted for the pavement and sidewalk replacement limits, proposed water line replacement for the existing 6-inch and 12-inch water lines, limits of the replacement of the existing 8-inch wastewater line, and proposed storm drainage improvements needed along and adjacent to Griffith Street. A Preliminary Design Memorandum will be provided to the City with evaluations and recommendations for storm drainage portion of the project. Roadway and utility improvement preliminary design will be presented with plan views and short descriptions as needed. A review meeting will be held for final recommendations and project design direction. FNI will prepare and submit a preliminary level opinion of probable construction cost. Preliminary design services shall include the following:

**A. Drainage Study**

- i.) Review existing plans and studies for project area including State and Walnut Street Drainage study – effort to be conducted as part of Drainage Masterplan and results to be utilized under this contract.
- ii.) Delineate contributing drainage areas and calculate design discharges – effort to be conducted as part of Drainage Masterplan and results to be utilized under this contract.
- iii.) Develop preliminary system layout including storm drain trunk size, inlet spacing, and cross drainage structures
- iv.) Identify outfall locations for proposed drainage systems and any necessary or recommended downstream drainage improvements
- v.) Document drainage study in technical memorandum.

- B. Conduct one (1) site visit and (1) kick off meeting with OWNER.
- C. FNI and this scope of services assumes all work will take place in existing right of way, and no easements will be required. Construction or access easements may be required if driveway reconstruction extends onto private property. If so, FNI will notify OWNER and can include easement document preparation as an Additional Service.
- D. Acquire and review as-built or record plans as well as other pertinent data and information for the project from OWNER.
- E. Review existing paving, utility and drainage plans or studies.
- F. Show major features on preliminary plan. Show nearby adjacent utilities, and other topographic features such as light standards, power poles, air release valves, and manholes as identified from aerial photos and information provided by utility companies and OWNER's record drawings.
- G. Identify utilities that must be protected or relocated.
- H. Provide an exhibit showing the limits of pavement replacement and location of sidewalk improvements along with associated barrier free access ramps meeting all current requirements for accessibility.
- I. Prepare a preliminary opinion of probable construction cost for the preliminary design submittal.
- J. Submit five (5) 11"x17" copies and a PDF digital copy of the preliminary design to OWNER for review and comment.
- K. Submit 11"x17" plan sets as directed by OWNER to franchise utilities to obtain information regarding impacts to franchise facilities.
- L. Meet with OWNER to review and discuss recommendations of the preliminary design.

**2. FINAL DESIGN (50%, 90% AND 100%)**

Preparation and submittal of final construction plans (11"x17" sheet size), specifications and an opinion of probable construction cost. Final design services shall include the following:

- A. Prepare final plan and profile sheets, detail sheets, and project specification book for review and comment by OWNER. Prepare an opinion of probable cost based on each submittal of plans.
- B. Prepare plans for roadway and drainage improvements that include the following elements (each submitted at the appropriate phase):
  - i.) Cover Sheet
  - ii.) Project layout with horizontal control
  - iii.) Typical sections

- iv.) Demolition plans
- v.) Roadway plan/profile sheets
- vi.) Intersection layouts and grading plans
- vii.) Roadway cross sections
- viii.) Sidewalk, retaining wall and driveway layouts
- ix.) Utility plan/profile sheets
- x.) Drainage area maps and hydraulic calculations
- xi.) Drainage plan/profile sheets
- xii.) Signage and pavement marking layouts
- xiii.) Erosion control layouts
- xiv.) Traffic control, detour or construction phasing plans
- xv.) Construction details (standard and project specific)

- C. Submit electronic PDF files and two (2) 11"x17" copies of 50% and 90% plan sets and specifications (90% only), including opinion of probable costs to OWNER for review and comment. Submit one (1) full size set of plans for the 90% and Final submittal for the City.
- D. Meet with OWNER to discuss comments (up to 2 meetings included).
- E. Incorporate 50% and 90% comments from OWNER.
- F. Complete quantity takeoffs and prepare a final opinion of probable construction cost based on final plans.
- G. Prepare final bid documents including bid proposal forms, construction plans, specifications and contract documents.
- H. FNI will register the project with TDLR and submit the project plans for review by a Registered Accessibility Specialist (RAS) licensed with the State. FNI will address comments from the review and revise plans if necessary. FNI/RAS will inspect the project after construction is complete and document deficiencies that require correction by Contractor for OWNER.

**3. BID PHASE – NOT INCLUDED**

**4. CONSTRUCTION PHASE - NOT INCLUDED**

**5. SURVEY SERVICES FOR DESIGN**

Survey and prepare an electronic topographic survey map of approximately 3,900 linear feet of the full right-of-way to right-of-way of Griffith Avenue from N. Rockwall Avenue to Walnut Street, including 50 feet up/down intersecting side streets. Control points for construction staking will also be included in the survey services. The survey will indicate all surface features, spot elevations, one-foot contours, fences, driveways, sidewalks, valves, manholes, inverts, inlets, curbs, gas meters, drainage channel, flow lines, visible and marked utilities, boundary lines, right-of-way lines, and locatable easements along the route. The survey will be prepared in an electronic



(AutoCAD) format, based upon the Texas Coordinate System NAD83 and NAVD88 vertical control.

No easement documents or right-of-way documents are anticipated for this project. Any easement or right-of-way documentation needed for the project will be completed as an Additional Service.

## 6. SUE SERVICES

FNI will contract with Survwest to perform SUE services needed for the design and development of the construction documents associated with this project. Survwest will use Quality Level "A" and Level "B" to located up to twelve (12) test hole locations (4 under pavement and 8 outside of pavement). Test holes will determine vertical and horizontal locations for the designated underground utilities. The locations will be tied into the project survey data utilizing standard SUE line styles and symbolgy. Survwest will utilize non-destructive vacuum excavation equipment to excavate the test holes at the required locations. Survwest will record the type, size, material, depth to top and general running direction of the utility. Test holes will be backfilled with appropriate material and the original surface will be restored. The backfill will be compacted in lifts by mechanical means to minimize settlement.

## ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Bid Phase and Construction Phase services.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. GIS mapping services or assistance with these services.
- D. Irrigation system design.
- E. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- F. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
- G. Providing renderings, model, and mock-ups requested by the OWNER.
- H. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.

- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- K. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- L. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for OWNER against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If OWNER provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this AGREEMENT before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. OWNER agrees that whenever FNI informs him in writing that any such personnel provided by the OWNER are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- M. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- N. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- O. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- P. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- Q. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- R. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

- S. Services required to resolve bid protests or to rebid the projects for any reason.
- T. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- U. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- V. Providing services after the completion of the construction phase not specifically listed in Article I.
- W. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- X. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Y. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Z. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- AA. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- BB. Provide follow-up professional services during Contractor's warranty period.
- CC. Provide Geotechnical investigations, studies and reports.

### ARTICLE III

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

Design Phase	Nine (9) months
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If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

**ARTICLE IV**

**RESPONSIBILITIES OF OWNER:** OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- Any costs Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.



- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. OWNER shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. OWNER shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by OWNER.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. OWNER shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- K. If OWNER designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this AGREEMENT before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.
- L. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- M. Give prompt written notice to FNI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- N. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- O. Bear all costs incident to compliance with the requirements of this Article IV.

**ARTICLE V**

**DESIGNATED REPRESENTATIVES:** FNI and OWNER designate the following representatives:

**Owner's Designated Representative**

Steve Rogers  
P.O. Box 310  
Terrell, Texas 75160  
(972) 551-6607  
(972) 551-6682  
srogers@cityofterrell.org

**FNI's Designated Representative**

Scott Maughn  
2711 N. Haskell Street, Suite 3300  
Dallas, Texas 75204  
214-217-2260 O  
214-537-6274 C  
asm@freese.com

**FNI's Accounting Representative**

Sharon James  
4055 International Plaza, Suite 400  
Fort Worth, Texas 76109  
817-735-7298 O  
sdj@freese.com

**COMPENSATION**

Compensation to FNI shall be the lump sum fee of Three Hundred Eighty-Six Thousand Dollars (\$386,000). If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

**Schedule of Charges:**

<b><u>Position</u></b>	<b><u>Min</u></b>	<b><u>Max</u></b>
Professional - 1	67	111
Professional - 2	95	142
Professional - 3	113	184
Professional - 4	138	201
Professional - 5	168	241
Professional - 6	176	333
Construction Manager - 1	84	108
Construction Manager - 2	98	151
Construction Manager - 3	144	170
Construction Manager - 4	151	222
CAD Technician/Designer - 1	59	104
CAD Technician/Designer - 2	86	130
CAD Technician/Designer - 3	113	167
Corporate Project Support - 1	36	109
Corporate Project Support - 2	66	130
Corporate Project Support - 3	82	264
Intern/ Coop	36	64

**Rates for In-House Services****Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

	<b><u>B&amp;W</u></b>	<b><u>Color</u></b>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February. Last updated February 2017.

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12-01-16

ATTACHMENT TC

**TERMS AND CONDITIONS OF AGREEMENT**

1. **DEFINITIONS:** The term Owner as used herein refers to the City of Terrell, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** Owner, without invalidating the Agreement, may order changes within the general scope of the WORK required by the Agreement by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage:

<b>Commercial General Liability</b> General Aggregate      \$2,000,000	<b>Workers' Compensation</b> Each Accident      \$1,000,000
<b>Automobile Liability (Any Auto)</b> CSL      \$1,000,000	<b>Professional Liability</b> \$3,000,000 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to Owner and in acceptance of the services as satisfactory by the Owner. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.
- If Owner fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** Owner and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- Neither Owner nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.





<b>Client:</b> City of Terrell <b>P.O. Box 310</b> <b>Terrell, Texas 75160</b> <b>Attn: Steve Rogers, P.E.</b>	<b>FNI Project No.:</b> TER17590 <b>Client Contract Ref.:</b> <b>Date:</b> June 19, 2018
<b>Project Description:</b> Griffith Street Improvements	
<b>Description of Services Added:</b>	
Reference Executed Agreement dated October 3, 2017 and included as Attachment "A."	
<b>BASIC SERVICES:</b>	
<b>ASSUMPTIONS</b>	
1. The City will provide traffic control for the drilling subcontractor.	
<b>TASK A SERVICES:</b> FNI shall render the following professional services in connection with the development of the Project:	
1. <u>Preliminary Design (10% Design)</u> No changes to the completed 10% design phase will be made.	
2. <u>Final Design (90% and 100%)</u> No changes to the 50% submittal will be made, changes for the consequent submittal are as follows. FNI shall prepare revised plans, specifications, and contract documents for the elements as described below and in accordance with the original contract documents. It is anticipated that the project will be bid as one (1) construction project.	
The following alternatives will be designed and included in the construction documents:	
a. The base bid will include all improvements from Ninth Street to N Rockwall Ave. Stormwater Improvements will remain in the base bid and will be designed to be patched with asphalt pavement where the concrete pavement stops at Ninth Street in the base bid. The base bid will include downstream Stormwater improvements consisting of 450 linear feet of concrete box section along the existing natural drainage path between houses on Griffith Avenue. The box will outlet within 50 feet of a proposed concrete lined channel to connect to the existing Rockwall Ave Headwall. The connection to the headwall, including erosion control measure shall be designed. It is assumed that no TxDOT coordination will be necessary for the Stormwater improvement work.	
b. Alternative Bid No. 1 (Walnut to Ninth): Improvements from Walnut St to Ninth St broken out from the base bid as an Additive Bid item. The additive bid will include all roadway, sidewalk, and water improvements west of Ninth Street. Stormwater improvements will be restored with the typical concrete paving section (asphalt patching will be removed from the construction scope).	
3. <u>Griffith Downstream Improvements Evaluation</u> FNI will evaluate drainage improvements necessary to convey flows from Griffith Avenue to Rockwall Avenue. FNI will develop up to two (2) conceptual alignments and ballpark costs for discussion with the City. Design of the final alignment (described in item 2 above) is included in this amendment, any other design will require separate authorization.	
4. <u>Additional SUE</u> a. QL 'B' desktop analysis for the downstream Stormwater alignment.	

**5. Additional Survey**

Additional survey shall include all items from the original survey scope of services. Survey and prepare additional areas to be added to the electronic topographic survey map:

- a. Survey of the downstream Stormwater improvements alignment from Griffith to Rockwall at 100-ft width
- b. Survey of the full right-of-way to right-of-way of Griffith Ave to 100' NW of the centerline of Walnut St intersection
- c. Field locating all SUE data points and incorporation of utilities into existing survey (This item was not included in the original agreement and includes the additional SUE in item 4).

**6. BID PHASE**

Upon completion of the design services and approval of "Final" drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

- a. The project will be completed with one (1) construction contract and includes Bid Phase services for the Griffith St Improvements.
- b. Assist OWNER in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
- c. Provide Contract documents to be distributed for bidding purposes using CivCast provided by the OWNER. Contract Documents will be made available for download or viewing free of charge to prospective bidders.
- d. Maintain information on entities that have been issue a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
- e. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
- f. Assist OWNER in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
- g. Assist the OWNER in conducting a pre-bid conference for the construction projects and coordinate responses with OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
- h. Assist OWNER in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the OWNER and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide OWNER with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service. Provide Adobe PDF set of the final plans along with an Adobe PDF set of the final contract documents and specifications.
- i. Furnish contractor five (5) copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

## 7. CONSTRUCTION PHASE

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the OWNER agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

- a. The project will be completed with one (1) construction contract and includes Construction Phase services for the Griffith St Improvements.
- b. Assist OWNER in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
- c. Establish communication procedures with the OWNER and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, construction schedule and pending and approved contract modifications.
- d. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- e. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
- f. Make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Visits to the site in excess of eighteen (18) are an additional service.
- g. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.



- h. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- i. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
- j. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
- k. Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
- l. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to OWNER (full size 22"x34" on bond paper).

#### **SPECIAL SERVICES:**

##### **8. Geotechnical**

The proposed geotechnical scope of work will consist of field exploration, laboratory testing, engineering analysis and reporting as presented below.

##### **a. Field exploration**

Select Appropriate locations for exploratory boring within the vicinity of the project. Provide SUE data to the drilling contractor and notify Texas 811 of the planned borings and coordinate with the City. It is assumed the City will provide traffic control as necessary.

Subcontract with a drilling contractor to drill five borings along Griffith Ave and three borings along the downstream Stormwater improvements alignment.

The existing pavement section will be cored prior to sampling the substrata. Sampling the substrata will be done using either direct push, or mobile auger drill rig. The samples will be taken to the laboratory for testing. Dynamic Penetrometer Readings (DCP) will be taken at each borehole location to determine in-situ CBR values. Groundwater observations will be made for the duration of our field operations.

b. **Laboratory Testing**

Evaluation of the physical properties of the substrata will be conducted by the performance of certain laboratory tests. For this project the following tests are anticipated:

Atterberg liquid and plastic limits

Percentage of fines passing the No. 200 sieve

Natural moisture content

c. **Engineering Evaluation and Report**

The results of field and laboratory tests will be analyzed and used as a basis for formulating recommendations for the new pavement section design and subgrade preparation. Test results, soil parameters, and recommendations will be documented and presented in an engineering report.

9. **Additional Construction Phase Representation**

a. ENGINEER will furnish the services of a field representative to perform specialty observations of the construction at the intervals detailed below. Each site visit will be documented with a site visit report and project photos. ENGINEER will notify the OWNER and Contractor of defective work found. ENGINEER will endeavor to protect OWNER in providing these services however, it is understood that ENGINEER does not guarantee the Contractor's performance, nor is ENGINEER responsible for supervision of the Contractor's operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. Specifically, ENGINEER will provide the following;

b. Quality Control Observations or General Meeting attendance (as requested by Owner):

i. 6 visits consisting of approximately 4 hours on site plus site visit documentation

ii. 9 visits consisting of approximately 8 hours on site plus site visit documentation

c. ENGINEER will not provide a testing laboratory. This scope assumed the OWNER will engage their own construction materials testing laboratory for all materials to be tested.

d. This scope assumes OWNER will provide their own inspection staff for the project.

10. **Additional SUE**

a. Four additional QL 'A' test holes within roadways have been included should additional test holes be required beyond those included in the original agreement.

11. **Easements**

Prepare an exhibit and boundary easement description for each tract that the proposed downstream storm water line will cross. The legal descriptions and plats shall meet the criteria stated below. Easements shall be signed and sealed by a Registered Professional Land Surveyor, currently registered in the State of Texas. Each easement shall have attached to it a copy of the corresponding deed for that property and a closure computation sheet for the easement tract. The exhibit plat will include any temporary construction easement required for the project. This information will be shown on the exhibit only and not included within the legal descriptions. A draft copy of each easement shall be submitted. After review by the City, Consultant shall incorporate comments as appropriate and submit one final copy of the easements and deeds to the City. This proposal is based upon preparation of 4 permanent drainage easements and 4 temporary construction easements. Easements prepared in excess of this number will be an additional service.

a. Exhibit Plats and legal descriptions must meet all the rules of the Texas Board of Professional Land Surveying and the Professional Land Surveying Practices Act. The Manual of Practice for Land Surveying in the State of Texas, as published by the Texas Society of Professional Surveyors, is the standard to which all Consultant's survey work shall be performed. The latest

revision will be used.

- b. Legal descriptions shall include sufficient information to identify the location, boundaries, monumentation, and area of the described tract, as well as its relationship to the parent tract out of which it is surveyed. Each legal description shall be accompanied by an exhibit plat which depicts the worded description. Legal descriptions and Exhibit Plats shall be reproduced on 8 1/2 x 11 size paper. All must be legible. The Exhibit Plat or Legal Description should be able to stand alone.
- c. The Exhibit Plat should contain the following:
  - i. North Arrow
  - ii. Graphic Scale
  - iii. Legend
  - iv. Mathematical Closure
  - v. Abstract name and number
  - vi. Basis of bearing
  - vii. Controlling Monuments
  - viii. Check bearings and distances against legal description (They should be the same)
  - ix. Show adjoiners
  - x. Show existing easements (with instrument recording information)
  - xi. Exhibit plat should acknowledge existence of the Legal description
  - xii. Line and curve tables are discouraged
  - xiii. Curve data must contain the following: delta, radius, length, long chord bearing and long chord distance. State if curve is tangent or non-tangent.
  - xiv. The survey plat shall bear the firm name, surveyors name, address, and phone number of the land surveyor responsible for the land survey, his/her official seal, his/her original signature, and date surveyed (663.19.5)
  - xv. Acreage to the appropriate number of decimal places. (no square feet)
- d. The Legal Description shall contain the following (metes and bounds descriptions only):
  - xvi. General Description
    - 1. Name of current owner of record
    - 2. Type of conveyance record (warranty deed, quit claim deed, etc.)
    - 3. The conveyance instrument recording information (Deed record Volume and Page)
    - 4. Survey Name and Abstract Number
    - 5. County, City, and State
  - xvii. Specific Description
    - 1. POINT OF BEGINNING tied to a monumented corner of the parent tract
    - 2. Check bearings and distances against Exhibit plat (They should be the same)
    - 3. Curve data must contain the following: delta, radius, length, long chord bearing and long chord distance. State if curve is tangent or non-tangent.
    - 4. References to adjoining properties
    - 5. Basis of Bearing
    - 6. Legal description should acknowledge existence of the Exhibit plat
    - 7. Acreage to the appropriate number of decimal places. (no square feet)

## 12. Consult with Texas Historical Commission (THC)

Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC will be required. FNI will prepare a letter to the Texas Historical Commission describing the project and requesting their review. In the event that the THC requires an archeological survey, FNI will retain and coordinate the services of a qualified professional archeologist to obtain the required Texas Antiquities Permit, perform the survey, and prepare a survey report as an additional cost.

**ADDITIONAL SERVICES: Additional Service to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:**

1. Additional site visits and meetings with the City other than described above in the Scope of Services.
2. Provide materials testing laboratory.
3. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work.
4. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.
5. Preparing Operation and Maintenance Manuals or conducting operator training.
6. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
7. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
8. Preparation of a detailed wetland delineation and jurisdictional determination report.
9. Preparation of a pre-construction notification for nationwide or regional general 404 permit coverage.
10. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
11. Preparation of a standard individual Section 404 permit application.
12. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
13. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
14. If required by the USACE, FNI can assist the OWNER with holding a Public Hearing by preparing public notices, submitting notices to local newspaper(s); providing verbatim transcript services, attending the public hearing; and incorporating the hearing record into the EA.
15. Presence/absence surveys for federally listed threatened/endangered species.
16. Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
17. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
18. Application for General Land Office easements.
19. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
20. Additional field investigations or analysis required to respond to public or regulatory agency comments.
21. Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
22. Expert representation at legal proceedings or at contested hearings.
23. Mitigation monitoring if required by permit conditions.
24. Monitoring for compliance with permit conditions.
25. Phase I/II Environmental Site Assessment.

**Deliverables:**

1. No revisions to the existing 10% submittal.
2. Revised Project Schedule
3. Task A 90%, and 100% documents will incorporate the additional services above. It is assumed that the alternate bids will be included in the one and only bid set.
  - a. Bid sheets to be added to these submittals include:
    - i. (1) Griffith Ave Roadway Improvements Alternate 1
    - ii. (1) Griffith Ave Water Line Improvements Alternate 1
    - iii. (4) Downstream Stormwater Improvements
4. Geotechnical Engineering report with new pavement section design and subgrade preparation recommendations.
5. Texas Historical Commission coordination letter.
6. Construction documentation in accordance with the construction phase services above
7. Record Drawings

Compensation shall be adjusted as follows:

Services	Original Compensation	Amended Compensation	Total Compensation
<b>Basic Services (LS)</b>			
Final Design	\$ 334,800	\$ 30,850	\$ 365,650
Survey Services	\$ 31,530	\$ 12,395	\$ 43,925
SUE Services	\$ 19,670	\$ 1,575	\$ 21,245
Bid Phase Assistance	\$ -	\$ 14,280	\$ 14,280
General Rep Assistance	\$ -	\$ 66,790	\$ 66,790
<b>Basic Total (LS)</b>	<b>\$ 386,000</b>	<b>\$ 125,890</b>	<b>\$ 511,890</b>
<b>Special Services (CPM)</b>			
Geotechnical (ETTL)	\$ -	\$ 10,170	\$ 10,170
Construction Special Inspection	\$ -	\$ 18,080	\$ 18,080
Additional SUE test holes	\$ -	\$ 7,380	\$ 7,380
Easements (4 Temp. & 4 Permanent)	\$ -	\$ 6,720	\$ 6,720
THC Services	\$ -	\$ 1,210	\$ 1,210
<b>Special Total (CPM)</b>	<b>\$ -</b>	<b>\$ 43,560</b>	<b>\$ 43,560</b>
<b>Total</b>	<b>\$ 386,000</b>	<b>\$ 169,450</b>	<b>\$ 555,450</b>

	<b>Original Contract</b>	<b>\$386,000</b>
	<b>Amount this Authorization</b>	<b>\$169,450</b>
	<b>Revised Total Contract</b>	<b>\$555,450</b>

Schedule shall be adjusted as follows:

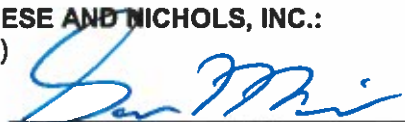
- Design phase: Shall be extended to September 19, 2018
- Bid Phase Documents: 7 days from receipt of Owner's comments on 100% submittal
- Bid Phase & Contract Execution: Approximately 60 days
- Construction Phase: Approximately 540 days
- Record Drawings: 30 days from receipt of drawings from Owner & Contactor

**The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.**

- ☐ A contract modification will be submitted.  
☒ This Contract Change Authorization will serve as contract modification.

**FREESE AND NICHOLS, INC.:**  
(FNI)

BY: \_\_\_\_\_



Sam Meisner

Print or Type Name

TITLE: \_\_\_\_\_

Principal / Vice President

DATE: \_\_\_\_\_

6/18/2018

**City of Terrell, Texas:**  
(OWNER)

BY: \_\_\_\_\_



Tommy L. Edwards

Print or Type Name

TITLE: \_\_\_\_\_

City Manager

DATE: \_\_\_\_\_

6/20/2018



<b>Client:</b> City of Terrell P.O. Box 310 Terrell, Texas 75160 Attn: Steve Rogers, P.E.	<b>FNI Project No.:</b> TER17590 <b>Client Contract Ref.:</b> <b>Date:</b> March 21, 2019
<b>Project Description:</b> Griffith Street Improvements	
<b>Description of Services Added:</b>	
Reference Executed Agreement dated 06/19/2018 and included as Attachment "A."	
<b>BASIC SERVICES:</b>	
<b>ASSUMPTIONS</b>	
1. Design will be based on the conceptual design documented in a memorandum dated 02/28/2019, which will be used in lieu of the standard 50% design for the contract.	
<b>TASK A SERVICES:</b> FNI shall render the following professional services in connection with the development of the Project:	
1. <u>Final Design (90%, and 100%)</u> There will not be a 50% submittal for the design of the Third Street Extension. FNI shall prepare plans, specifications, and contract documents for the elements as described below and in accordance with the original contract documents. It is anticipated that the additional design will be authorized as one (1) change order with the contractor under contract for the Griffith Improvements project.	
The following addition will be designed and included in the construction documents:	
<ol style="list-style-type: none"> <li>a. SD Line C will extend an additional 348 LF on Third Street. Two (2) additional 10' curb inlets will be designed and connected to the previously designed storm drain network.</li> <li>b. The additional design is assumed to require two new plan sheets. Minimal changes will be made to other sheets until record drawings are produced.</li> </ol>	
2. <u>Additional Survey</u>	
Additional survey shall include all items from the original survey scope of services. Survey and prepare additional areas to be added to the electronic topographic survey map:	
<ol style="list-style-type: none"> <li>a. Survey of the full right-of-way to right-of-way of Third Street from the previous extents (50' from Griffith Ave ROW) to 450' SW of the centerline of Griffith Ave intersection.</li> </ol>	
<b>SPECIAL SERVICES:</b>	
1. Remove budget from Additional SUE Test holes and apply to new survey budget.	
<b>ADDITIONAL SERVICES:</b> Additional Service to be performed by FNI, if authorized by OWNER, which are not included in the above described basic or special services, are described as follows:	
1. Survey and design for the ultimate conditions of Storm Drain Line C to Johnson Street.	
<b>Deliverables:</b>	
<ol style="list-style-type: none"> <li>1. Task A 90%, and 100% documents will incorporate the additional services above.</li> <li>2. Construction documentation in accordance with the construction phase services above.</li> <li>3. Record Drawings.</li> </ol>	



**Compensation shall be adjusted as follows:**

Services	Original Compensation	Amended Compensation	Total Compensation
<b>Basic Services (LS)</b>			
Final Design	\$365,650	\$17,336	\$382,986
Survey Services	\$43,925	\$3,979	\$47,904
SUE Services	\$21,245	\$-	\$21,245
Bid Phase Assistance	\$14,280	\$-	\$14,280
General Rep Assistance	\$66,790	\$3,305	\$70,095
<b>Basic Total (LS)</b>	<b>\$511,890</b>	<b>\$24,620</b>	<b>\$536,510</b>
<b>Special Services (CPM)</b>			
Geotechnical (ETTL)	\$10,170	\$-	\$10,170
Construction Special Inspection	\$18,080	\$-	\$18,080
Additional SUE test holes	\$7,380	\$-3,979	\$3,401
Easements (4 Temp. & 4 Permanent)	\$6,720	\$-	\$6,720
THC Services	\$1,210	\$-	\$1,210
<b>Special Total (CPM)</b>	<b>\$43,560</b>	<b>\$-3,979</b>	<b>\$39,581</b>
<b>Total</b>	<b>\$555,450</b>	<b>\$20,661</b>	<b>\$576,091</b>

<b>Original Contract</b>	\$555,450
<b>Amount this Authorization</b>	\$20,661
<b>Revised Total Contract</b>	\$576,091

**Schedule shall be adjusted as follows:**

- 90% Submittal: 14 days from receipt of completed amendment contract.
- 100% Submittal: 14 days from receipt of Owner's comments on 90% submittal
- Construction Phase: An additional 14 days to construction phase
- Record Drawings: 30 days from receipt of drawings from Owner & Contactor

*The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.*

☒ This Contract Change Authorization will serve as contract modification.

**FREESE AND NICHOLS, INC.:**  
(FNI)

BY: SAH

04/18/2019 8:47:28 AM

Scott Hubley

Print or Type Name

TITLE: Principal/Vice-President

DATE: 4/18/19

**CITY OF TERRELL, TEXAS:**  
(OWNER)

BY: Mike Sims

Print or Type Name

TITLE: INTERIM City Manager

DATE: 4-18-19



Regular City Council  
**AGENDA ITEM REPORT**



**To:**  
**Subject:** Discuss and Consider Change Order No. 3 for the Griffith Avenue Rehabilitation Project  
**Meeting:** Regular City Council - Jan 05 2021  
**Department:** Engineering  
**Staff Contact:** Steve Rogers, City Engineer

**BACKGROUND INFORMATION:**

Staff will provide details regarding Change Order No. 3 to Jackson Construction to finalize the Griffith Avenue project. The change order will account for quantities overrun and underrun for specific bid items as well as additional work authorized on the contract, resulting in a net underrun of \$101,600.65 below the total contract amount.

The requested Change Order is attached along with all the supporting documentation.

**ATTACHMENTS:**

[CO-003 Change Order No. 3 FINAL](#)

PROJECT:	Griffith Avenue Improvements		
OWNER:	City of Terrell	OWNER PROJ #	18-04
CONTRACTOR:	Jackson Construction	CONTRACTOR #	3225
ENGINEER:	Freeze and Nichols	ENG. PROJ. #	TER17590

CHANGE ORDER NO.	3	CHANGE ORDER DATE:	12/8/2020
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Make following additions/deletions or modifications to work described in the Contract Documents:

	Description of Change	Cost
1	Additional Scope and Pacific Avenue Effort	\$78,861.49
2	Added Traffic Control and Barricade Costs	\$16,275.00
3	Reconciliation of Quantities - Original Pay Items	-\$192,493.14
4	Reconciliation of Quantities - Previous Change Order Items	-\$4,244.00
5		

<b>TOTAL COST OF THIS CHANGE ORDER:</b>	<b>-\$101,600.65</b>
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*The compensation agreed to upon in this change order is full, complete and final payment for all costs the Contractor may incur as a result of or related to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other affect on changed or unchanged work as a result of this Change Order.*

**Contract Cost and/or Time Impacts:**

Original Contract Amount	\$5,426,010.00
Previously Approved Change Order Amount	\$195,985.33
Adjusted Contract Amount	\$5,621,995.33
Proposed Change Order Amount (this change order)	-\$101,600.65
Revised Contract Amount	\$5,520,394.68
Previous Contract Time	646
Previous Substantial Completion Date	10/11/2020
Previous Final Completion Date	11/25/2020
Net Change in Contract Time	18
Revised Contract Time	664
Revised Substantial Completion Date	10/11/2020
Revised Final Completion Date	12/13/2020

Recommended by:

FREESE AND NICHOLS, INC.

By \_\_\_\_\_  
Date

Approved by:

JACKSON CONSTRUCTION, LTD

By \_\_\_\_\_  
Date

Approved by:

CITY OF TERRELL

By \_\_\_\_\_  
Date

**CHANGE ORDER REQUEST**

**PROJECT:** GRIFFITH AVENUE, TERRELL, TX  
**OWNER:** CITY OF TERRELL  
**BUILDER:** JACKSON CONSTRUCTION, LTD.  
**DESIGNER:** FREESE & NICHOLS

**PROJECT NUMBER:**  
 18-04  
 #3225  
 TER17590

**CHANGE ORDER #3: FINAL QUANTITIES, EXTRA WORK, & PACIFIC AVENUE ADDITIONAL WORK**

ITEM	DESCRIPTION	QUANTITY	UM	BID PRICE	AMOUNT
<b>PACIFIC AVENUE ADDITIONAL WORK</b>					
A4	SODDING	500	SY	\$5.00	\$2,500.00
F1	UNCLASSIFIED EXCAVATION	65	CY	\$27.00	\$1,755.00
F4	REMOVE EXISTING SIDEWALK (4' X 107')	47.5	SY	\$17.00	\$807.50
F5	6" FLEXIBLE BASE	349	SY	\$18.00	\$6,282.00
F6	8" CONC PAVE W/ INTEGRAL CURB	148	SY	\$62.00	\$9,176.00
F9	CONCRETE SIDEWALK (4' X 107')	47.5	SY	\$66.00	\$3,135.00
F17	PERMANENT ASPHALT PAVEMENT REPAIR	201	SY	\$120.00	\$24,120.00
	18" CURB & GUTTER FENCE	82	LF	\$68.64	\$5,628.48
	PLASTIC & TAPE MATERIAL TO PROTECT FENCE ON PACIFIC AVE	1	LS	\$86.00	\$86.00
	ADDITIONAL SILT FENCE FOR PACIFIC AVE--MINIMUM TRIP CHARGE	1	EA	\$630.00	\$630.00
	<b>502 &amp; 504 GRIFFITH AVENUE: REMOVE &amp; REPLACE PARTIAL DVWY</b>	1	LS	\$422.00	\$422.00
	<b>611 GRIFFITH AVENUE: RETAINING WALL @ GRATE INLET</b>				
F11	RETAINING WALL	1	CY	\$930.00	\$930.00
	<b>611 GRIFFITH AVENUE: COLORED CONCRETE DRIVEWAY WITH CURB</b>	1/2	LS	\$5,014.00	\$2,507.00
	<b>507 &amp; 519 GRIFFITH AVENUE: FRENCH DRAINS (3 TOTAL)</b>	3	EA	\$275.90	\$827.70
	<b>605 GRIFFITH AVENUE: SALVAGE CONCRETE STEPS</b>	1	LS	\$1,508.00	\$1,508.00
	<b>ADDITIONAL BARRIER FREE RAMP</b>				
F10	BARRIER FREE RAMPS	1	EA	\$1,500.00	\$1,500.00
	<b>IRRIGATION ALLOWANCE OVERAGE</b>	1	LS	\$20,546.81	\$20,546.81
	<b>CREDIT TO IRRIGATION ALLOWANCE OVERAGE FROM JCL</b>	-1	LS	\$3,500.00	-\$3,500.00
	<b>SUBTOTAL FOR EXTRA WORK &amp; PACIFIC AVENUE ADDITION:</b>				<b>\$78,861.49</b>
	<b>ADDITIONAL BARRICADE COST</b>				
A1.2	ADD PHASE 2	16	MO	\$525.00	\$8,400.00
A1.3	ADD PHASE 3	10	MO	\$525.00	\$5,250.00
A1.3	ADD FOR INTERSECTIONS OF GRIFFITH/WALNUT & GRIFFITH/9TH	5	MO	\$525.00	\$2,625.00
	<b>SUBTOTAL FOR ADDITIONAL BARRICADES:</b>				<b>\$16,275.00</b>
	<b>RECONCILIATION OF QUANTITIES- ORIGINAL PAY ITEMS:</b>				
A6	OWNER'S ALLOWANCE (\$200,000)	-1	LS	\$84,756.64	-\$84,756.64
B12	REMOVE EX 8" SS LINE	-1172	LF	\$1.00	-\$1,172.00

[illegible]

DATE: \_\_\_\_\_

## ITEM 9.2.

NAME	DATE	INVOICE	AMOUNT	BILLING
JESS SPRINKLERS	2/21/2019	02.21.19	\$1,050.00	\$1,155.00
JESS SPRINKLERS	4/12/2019	04.12.19	\$531.23	\$584.35
JESS SPRINKLERS	5/31/2019	05.31.19	\$539.08	\$592.99
JESS SPRINKLERS	6/7/2019	06.07.19	\$660.32	\$726.35
JESS SPRINKLERS	8/9/2019	08.09.19	\$677.69	\$745.46
JESS SPRINKLERS	10/1/2019	10.01.19	\$311.22	\$342.34
JESS SPRINKLERS	12/2/2019	12.02.19	\$464.06	\$510.47
JESS SPRINKLERS	1/28/2020	01.28.20	\$620.27	\$682.30
JESS SPRINKLERS	3/11/2020	03.11.20	\$1,391.53	\$1,530.68
JESS SPRINKLERS	3/24/2020	03.24.20	\$1,444.85	\$1,589.34
JESS SPRINKLERS	4/6/2020	04.06.20	\$2,015.86	\$2,217.45
JESS SPRINKLERS	5/15/2020	05.15.20	\$739.34	\$813.27
JESS SPRINKLERS	6/5/2020	06.05.20	\$1,008.88	\$1,109.77
JESS SPRINKLERS	6/19/2020	06.19.20	\$424.61	\$467.07
JESS SPRINKLERS	7/2/2020	07.02.20	\$1,271.39	\$1,398.53
JESS SPRINKLERS	7/10/2020	07.10.20	\$4,035.94	\$4,439.53
JESS SPRINKLERS	7/17/2020	07.17.20	\$3,052.08	\$3,357.29
JESS SPRINKLERS	7/31/2020	07.31.20	\$1,260.51	\$1,386.56
JESS SPRINKLERS	8/18/2020	08.18.20	\$818.09	\$899.90
JESS SPRINKLERS	9/11/2020	09.11.20	\$7,213.87	\$7,935.26
JESS SPRINKLERS	10/2/2020	10.02.20	\$3,134.95	\$3,448.45
JESS SPRINKLERS	10/8/2020	10.08.20	\$1,134.17	\$1,247.59
JESS SPRINKLERS	10/16/2020	10.16.20	\$5,178.51	\$5,696.36
JESS SPRINKLERS	10/22/2020	10.22.20	\$979.65	\$1,077.62
JESS SPRINKLERS	11/12/2020	11.12.20	\$1,448.09	\$1,592.90
				\$0.00
			\$41,406.19	\$45,546.81

1.8219 Send invoices to Daniel

## ITEM 9.2.

ADDRESS	AMOUNT	STREET SIDE
514	\$265.62	N
507	\$265.62	S
307	\$539.08	S
507	\$330.16	S
514	\$330.16	N
208	\$677.69	N
408	\$311.22	N
307	\$232.03	S
716	\$232.03	N
307	\$310.14	S
402	\$310.14	N
402	\$1,391.53	N
504	\$722.43	N
607	\$722.43	S
607	\$2,015.86	S
208	\$184.84	N
514	\$184.84	N
504	\$184.84	N
604	\$184.84	N
204	\$201.78	N
604	\$201.78	N
612	\$201.78	N
611	\$201.78	S
614	\$201.78	N
504	\$141.54	N
715	\$141.54	S
611	\$141.54	S
716	\$158.92	N
611	\$158.92	S
504	\$158.92	N
722	\$158.92	N
505	\$158.92	S
604	\$158.92	N
606	\$158.92	N
CORNER	\$158.92	
606	\$1,008.99	N
716	\$1,008.99	N
611	\$1,008.99	S
614	\$1,008.99	N
604	\$1,017.36	N
614	\$1,017.36	N
720	\$1,017.36	N
507	\$315.13	S
720	\$315.13	N
605	\$315.13	S
722	\$315.13	N
606	\$102.26	N
504	\$102.26	N
502	\$102.26	N

NORTH: \$23,115.66

SOUTH: \$17,081.60

505 GRIFFITH: \$2,000.66

607 GRIFFITH: \$2,738.29

611 GRIFFITH: \$3,858.02

715 GRIFFITH: \$1,590.98

719 GRIFFITH: \$1,137.96

729 GRIFFITH: \$1,551.70

## ITEM 9.2.

719	\$102.26	S
729	\$102.26	S
720	\$102.26	N
611	\$102.26	S
614	\$102.26	N
417	\$655.81	S
514	\$655.81	N
720	\$655.81	N
614	\$655.81	N
506	\$655.81	N
724	\$655.81	N
502	\$655.81	N
612	\$655.81	N
612	\$655.81	N
606	\$655.81	N
716	\$655.81	N
505	\$522.49	S
612	\$522.49	N
507	\$522.49	S
604	\$522.49	N
405	\$522.49	S
611	\$522.49	S
506	\$283.54	N
505	\$283.54	S
611	\$283.54	S
504	\$283.54	N
719	\$1,035.70	S
715	\$1,035.70	S
505	\$1,035.70	S
611	\$1,035.70	S
729	\$1,035.70	S
514	\$195.93	N
611	\$195.93	S
504	\$195.93	N
606	\$195.93	N
605	\$195.93	S
729	\$206.87	S
715	\$206.87	S
729	\$206.87	S
715	\$206.87	S
611	\$206.87	S
604	\$206.87	N
606	\$206.87	N

TOTAL: \$40,356.19

\$1,050.00 check systems

## ITEM 9.2.

DATE	ADDRESS	AMOUNT	STREET SIDE
4/12/2019	514	\$265.62	N
6/7/2019	514	\$330.16	N
8/9/2019	208	\$677.69	N
10/1/2019	408	\$311.22	N
12/2/2019	716	\$232.03	N
1/20/2020	402	\$310.14	N
3/11/2020	402	\$1,391.53	N
3/24/2020	504	\$722.43	N
5/15/2020	208	\$184.84	N
5/15/2020	514	\$184.84	N
5/15/2020	504	\$184.84	N
5/15/2020	604	\$184.84	N
6/5/2020	204	\$201.78	N
6/5/2020	604	\$201.78	N
6/5/2020	612	\$201.78	N
6/5/2020	614	\$201.78	N
6/19/2020	504	\$141.54	N
7/2/2020	716	\$158.92	N
7/2/2020	504	\$158.92	N
7/2/2020	722	\$158.92	N
7/2/2020	604	\$158.92	N
7/2/2020	606	\$158.92	N
7/2/2020	GRIFF & ROBERTS	\$158.92	N
7/10/2020	606	\$1,008.99	N
7/10/2020	716	\$1,008.99	N
7/10/2020	614	\$1,008.99	N
7/17/2020	604	\$1,017.36	N
7/17/2020	614	\$1,017.36	N
7/17/2020	720	\$1,017.36	N
7/31/2020	720	\$315.13	N
7/31/2020	722	\$315.13	N
8/18/2020	606	\$102.26	N
8/18/2020	504	\$102.26	N
8/18/2020	502	\$102.26	N
8/18/2020	720	\$102.26	N
8/18/2020	614	\$102.26	N
9/11/2020	514	\$655.81	N
9/11/2020	720	\$655.81	N
9/11/2020	614	\$655.81	N
9/11/2020	506	\$655.81	N
9/11/2020	724	\$655.81	N
9/11/2020	502	\$655.81	N
9/11/2020	612	\$655.81	N
9/11/2020	612	\$655.81	N
9/11/2020	606	\$655.81	N
9/11/2020	716	\$655.81	N
10/2/2020	612	\$522.49	N
10/2/2020	604	\$522.49	N
10/8/2020	506	\$283.54	N
10/8/2020	504	\$283.54	N
10/22/2020	514	\$195.93	N
10/22/2020	504	\$195.93	N
10/22/2020	606	\$195.93	N
11/12/2020	604	\$206.87	N
11/12/2020	606	\$206.87	N

NORTH: \$23,274.59

TOTAL: \$23,274.59

\$1,050.00 check systems



## ITEM 9.2.

DATE	ADDRESS	AMOUNT	STREET SIDE
4/12/2019	507	\$265.62	S
5/31/2019	307	\$539.08	S
6/7/2019	507	\$330.16	S
12/2/2019	307	\$232.03	S
1/20/2020	307	\$310.14	S
3/24/2020	607	\$722.43	S
4/6/2020	607	\$2,015.86	S
6/5/2020	611	\$201.78	S
6/19/2020	715	\$141.54	S
6/19/2020	611	\$141.54	S
7/2/2020	611	\$158.92	S
7/2/2020	505	\$158.92	S
7/10/2020	611	\$1,008.99	S
7/31/2020	507	\$315.13	S
7/31/2020	605	\$315.13	S
8/18/2020	719	\$102.26	S
8/18/2020	729	\$102.26	S
8/18/2020	611	\$102.26	S
9/11/2020	417	\$655.81	S
10/2/2020	505	\$522.49	S
10/2/2020	507	\$522.49	S
10/2/2020	405	\$522.49	S
10/2/2020	611	\$522.49	S
10/8/2020	505	\$283.54	S
10/8/2020	611	\$283.54	S
10/16/2020	719	\$1,035.70	S
10/16/2020	715	\$1,035.70	S
10/16/2020	505	\$1,035.70	S
10/16/2020	611	\$1,035.70	S
10/16/2020	729	\$1,035.70	S
10/22/2020	611	\$195.93	S
10/22/2020	605	\$195.93	S
11/12/2020	729	\$206.87	S
11/12/2020	715	\$206.87	S
11/12/2020	729	\$206.87	S
11/12/2020	715	\$206.87	S
11/12/2020	611	\$206.87	S

SOUTH: \$17,081.60

505 GRIFFITH: \$2,000.66

607 GRIFFITH: \$2,738.29

611 GRIFFITH: \$3,858.02

715 GRIFFITH: \$1,590.98

719 GRIFFITH: \$1,137.96

729 GRIFFITH: \$1,551.70

TOTAL: \$17,081.60

\$1,050.00 check systems

JACKSON CONSTRUCTION LTD.  
Force Account Daily Time and Material

County	Ellis	Project	Griffith Avenue	City	Terrell	Highway
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Description of Work:	<i>FORM, POUR, WRECK, &amp; BACKFILL 82 LF OF 6" CURB &amp; 18" GUTTER</i>
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[illegible]

Material					Subcontract				
Description	Quantity	UOM	Rate	Amount		Quantity	UOM	Rate	Amount
Class "C" Concrete	5.00	CY	\$ 112.00	\$ 560.00	Sawcut & Sealing- Minimum Trip Charge	2.00	EA	\$ 250.000	\$ 500.00
Reinforcing Steel	133.60	LB	\$ 0.46	\$ 61.46					\$ -
Form Lumber	1.00	LS	\$ 300.00	\$ 300.00					\$ -
Expansion Board	1.00	LS	\$ 50.00	\$ 50.00					\$ -
Cure Compound	5.00	Gal	\$ 6.00	\$ 30.00					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
Sub-Total				\$ 1,001.46	Sub-Total				\$ 500.00
15%				\$ 150.22	20%				\$ 100.00
Total Material:				\$ 1,151.68	Total Subcontract:				\$ 600.00

Approved: ALI JACKSON	Date	11/25/20
JACKSON CONSTRUCTION LTD.	Date	

Date \_\_\_\_\_

JACKSON CONSTRUCTION JOB # 3225

Summary		
Labor	\$	3,621.00
Equipment	\$	199.81
Material	\$	1,151.68
Subcontract	\$	600.00
Bond 1%	\$	55.72
Total This Sheet	\$	5,628.21
Price Per LF (82 total)	\$	68.64

JACKSON CONSTRUCTION LTD.  
Force Account Daily Time and Material

County	Project	Griffith Avenue	City	Terrell	Highway
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Description of Work:	502 & 504 GRIFFITH AVENUE- REMOVE & REPLACE INSIDE SECTION OF DRIVEWAYS
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[illegible]

Material					Subcontract				
Description	Quantity	UOM	Rate	Amount		Quantity	UOM	Rate	Amount
Class "A" Concrete	1.00	Cy	\$ 103.00	\$ 103.00	Tandem Haul	0.25	Hr	\$ 65.000	\$ 16.25
Minimm Load Fee	1.00	Ea	\$ 75.00	\$ 75.00					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
<b>Sub-Total</b>				\$ 178.00	<b>Sub-Total</b>				\$ 16.25
15%				\$ 26.70	15%				\$ 2.44
<b>Total Material:</b>				<b>\$ 204.70</b>	<b>Total Subcontract:</b>				<b>\$ 18.69</b>

Approved: ALI JACKSON	Date	11/13/20
JACKSON CONSTRUCTION LTD.	Date	

JACKSON CONSTRUCTION JOB # 3225

Summary		
Labor	\$	169.16
Equipment	\$	25.30
Material	\$	204.70
Subcontract	\$	18.69
Bond 1%	\$	4.18
Total This Sheet	\$	422.03

JACKSON CONSTRUCTION LTD.  
Force Account Daily Time and Material

County	Project	Griffith Avenue	City	Terrell	Highway
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Description of Work:	611 GRIFFITH AVENUE- COLOR CONCRETE DRIVEWAY (40 SY) WITH CURB (6" x 12" x 48')
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[illegible]

Material					Subcontract				
Description	Quantity	UOM	Rate	Amount		Quantity	UOM	Rate	Amount
Class "A" Concrete	9.00	CY	\$ 103.00	\$ 927.00	Sawcut & Sealing- Minimum Trip Charge	2.00	EA	\$ 250.000	\$ 500.00
Sample Concrete- Class "A"	2.00	CY	\$ 103.00	\$ 206.00					\$ -
Concrete Washout Charge	2.00	EA	\$ 150.00	\$ 300.00					\$ -
Color Bags for Concrete	10.00	EA	\$ 61.00	\$ 610.00					\$ -
Plastic Rolls	2.00	EA	\$ 27.00	\$ 54.00					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
Sub-Total				\$ 2,097.00	Sub-Total				\$ 500.00
15%				\$ 314.55	20%				\$ 100.00
Total Material:				\$ 2,411.55	Total Subcontract:				\$ 600.00

Approved: ALI JACKSON	Date	11/25/20
JACKSON CONSTRUCTION LTD.	Date	

JACKSON CONSTRUCTION JOB # 3225

Summary		
Labor	\$	1,202.76
Equipment	\$	749.80
Material	\$	2,411.55
Subcontract	\$	600.00
Bond 1%	\$	49.64
Total This Sheet	\$	5,013.75
1/2 JCL PAY, 1/2 TERRELL PAY	\$	2,506.88



JACKSON CONSTRUCTION LTD.  
Force Account Daily Time and Material

County	Project	Griffith Avenue	City	Terrell	Highway
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Description of Work:	605 GRIFFITH AVENUE- SALVAGE CONCRETE STEPS
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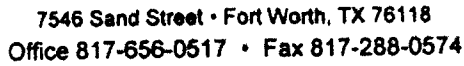
[illegible]

Material					Subcontract				
Description	Quantity	UOM	Rate	Amount		Quantity	UOM	Rate	Amount
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
Sub-Total				\$ -	Sub-Total				\$ -
15%				\$ -	20%				\$ -
Total Material:				\$ -	Total Subcontract:				\$ -

Approved: ALI JACKSON	Date	11/25/20
JACKSON CONSTRUCTION LTD.	Date	

JACKSON CONSTRUCTION JOB # 3225

Summary	
Labor	\$ 1,202.76
Equipment	\$ 290.38
Material	\$ -
Subcontract	\$ -
Bond 1%	\$ 14.93
Total This Sheet	\$ 1,508.07



# INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>2/21/19</i>
JOB NAME / LOCATION <i>Grieth Ave. Terrell, Texas</i>	

TO Jackson Construction

PHONE 817-538-3610  
ORDER TAKEN BY \_\_\_\_\_

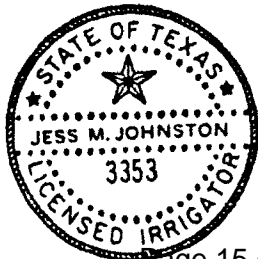
**DUE UPON RECEIPT**

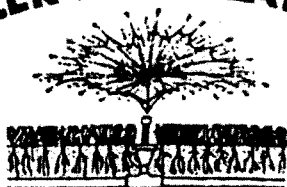
### DESCRIPTION OF WORK

Checked Systems In Work area left cross on all doors as well as disconnected zones in area immediately working in

[illegible]

Minimum Labor Charge - 1 Hour				
LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL
2/20	3	105 <sup>00</sup>	315 <sup>00</sup>	TOTAL LABOR
2/21	7	105 <sup>00</sup>	735 <sup>00</sup>	
				TAX
Thank You!				PLEASE PAY ON RECEIPT





Email: [jess@jesssprinklers.com](mailto:jess@jesssprinklers.com) • Web: [www.jesssprinklers.com](http://www.jesssprinklers.com)

WORK ORDERED BY Phillip	DATE COMPLETED 4/12/19
JOB NAME / LOCATION Terrell	

TO Jackson Construction

ORDER TAKEN BY

DUE UPON RECEIPT

### DESCRIPTION OF WORK

Left Crabs for second time.

514 Griffiths Cuprod system

507 Griffith Home owner - didn't show up for scheduled Appraisal

[illegible]

**Minimum Labor Charge - 1 Hour**

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	575
	5	10500	52500	TOTAL LABOR	52500
				TAX	48
Thank You!				PLEASE PAY ON RECEIPT	53123



TEXAS CERTIFIED  
BACKFLOW TESTER



Email: [jess@jesssprinklers.com](mailto:jess@jesssprinklers.com) • Web: [www.jesssprinklers.com](http://www.jesssprinklers.com)

WORK ORDERED BY Philip	DATE COMPLETED 5/31/99
JOB NAME / LOCATION 307 Griffiths Trussell	

TO Jackson Construction

PHONE

ORDER TAKEN BY

**BY:**

**DUE UPON RECEIPT**

### DESCRIPTION OF WORK

DESCRIPTION OF WORK	QUANTITY	UNIT	AMOUNT
Repaired Leaks & Valve, fire construction			

Replaced values 4, 6, 10

[illegible]

**Minimum Labor Charge - 1 Hour**

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	158	50
	3 1/2	10.50		TOTAL LABOR	367	50
				TAX	13	08
Thank You!				PLEASE PAY ON RECEIPT	539	08



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WORK ORDERED BY Phillip	DATE COMPLETED 6/7/19
JOB NAME / LOCATION 307+5M Guffin Tewell	

TO Jackson Construction

ORDER TAKEN BY

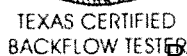
**DUE UPON RECEIPT**

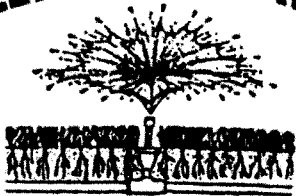
### DESCRIPTION OF WORK

Depend Systems from construction

**Minimum Labor Charge - 1 Hour**

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	76 50
	5 1/2	10 50	57 50	TOTAL LABOR	577 50
				TAX	6 32
Thank You!				PLEASE PAY ON RECEIPT	660 32





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WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>8/9/9</i>
JOB NAME / LOCATION <i>208 Guffith, Tenn</i>	

TO Jackson Construction

ORDER TAKEN BY

**DUE UPON RECEIPT**

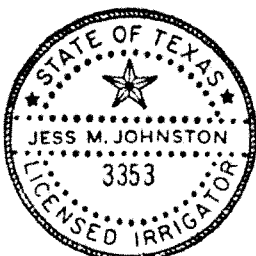
### DESCRIPTION OF WORK

DESCRIPTION	DATE	AMOUNT
Repaired System from Construction		

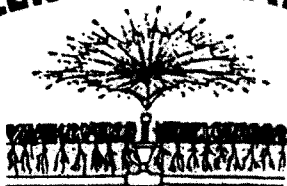
[illegible] $\sqrt{62}$ 

**Minimum Labor Charge - 1 Hour**

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	9255
	5 1/2	105 <sup>00</sup>	57750	TOTAL LABOR	57750
				TAX	764
Thank You!				PLEASE PAY ON RECEIPT	67769



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WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>10/1/19</i>
JOB NAME / LOCATION <i>4086 Griffith Ave, Turrel</i>	

TO Jackson Construction

ORDER TAKEN BY

**DUE UPON RECEIPT**

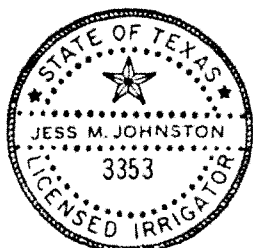
### DESCRIPTION OF WORK

DESCRIPTION	DATE	TIME	REMARKS
Repaired System from Construction			

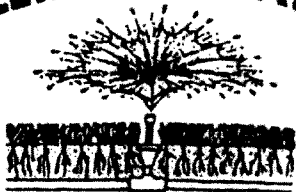
[illegible]

**Minimum Labor Charge - 1 Hour**

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	45 <sup>00</sup>
	2 1/2	10.5 <sup>00</sup>		TOTAL LABOR	262 <sup>50</sup>
				TAX	3 <sup>72</sup>
Thank You!				PLEASE PAY ON RECEIPT	311 <sup>72</sup>



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WORK ORDERED BY Phillip	DATE COMPLETED 12/2/19
JOB NAME / LOCATION Terrell Tx	

TO Jackson Construction

PHONE

ORDER TAKEN BY

**DUE UPON RECEIPT**

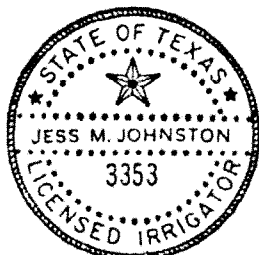
### DESCRIPTION OF WORK

## 307 and 716 Griffith

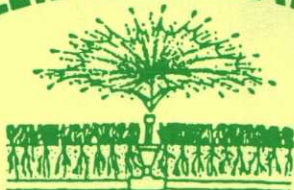
[illegible]

**Minimum Labor Charge - 1 Hour**

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	89	20
	3 1/2	105 <sup>00</sup>		TOTAL LABOR	367	50
				TAX	7	36
Thank You! PLEASE PAY ON RECEIPT					464	06







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mailed  
2-10-2020

# INVOICE

WORK ORDERED BY Phillip	DATE COMPLETED 1/28/20
JOB NAME / LOCATION Griffith Ave Teyall	

TO Jackson Construction

PHONE	817-538-3610
ORDER TAKEN BY	

## DUE UPON RECEIPT

### DESCRIPTION OF WORK

Repaired 402 Griffiths - 307 Griffiths Ave  
402 Griffiths Ave

[illegible]

**Minimum Labor Charge - 1 Hour**

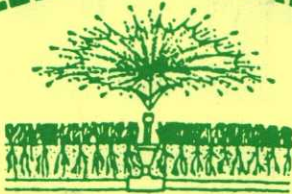
LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	13650
	4 1/2	10500		TOTAL LABOR	47250
				TAX	1127
Thank You! PLEASE PAY ON RECEIPT					62027



TEXAS CERTIFIED  
BACKFLOW TESTER



# JESS SPRINKLER INSTALLATION & REPAIR



7546 Sand Street • Fort Worth, TX 76118  
Office 817-656-0517 • Fax 817-288-0574

Email: jess@jesssprinklers.com • Web: www.jesssprinklers.com

mailed  
3-19-2020

## INVOICE

WORK ORDERED BY	DATE COMPLETED 3/11/20
JOB NAME / LOCATION 402 Griffith + Wall	

TO

Jackson Construction

PHONE

ORDER TAKEN BY

### DUE UPON RECEIPT

#### DESCRIPTION OF WORK

Repaired system from street work.

402 Griffith

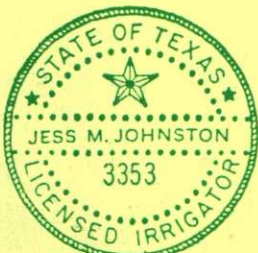
QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
50'	1/2 PVC	100	50 00	2	1" 90SS	250	5 00
70'	3/4 PVC	125	87 50				
2	1x3/4 RB	250	5 00				
16	4" Hoses	425	68 00				
16	Nozzles	250	40 00				
4	1/2 90SS	150	6 00				
2	3/4 Tee SSS	175	3 50				
4	3/4 x 1/2 Tee SST	275	11 00				
3	1/2 Tee SST	200	6 00				
2	1" Slip Fit	10 00	20 00				
3	1" Caping	200	6 00				
10	Fog Pipe 90	150	15 00				
20	Fog Pipe	100	20 00				
12	1/2" Ext	175	21 00				

pd ck # 71764  
4/27/2020

pd 4/20/2020  
ck # 21595 < 1500.007 # 128/2020  
251603 #

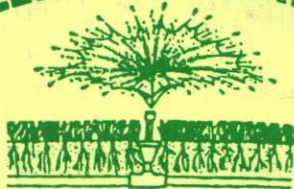
#### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	TOTAL LABOR
2 men	9 1/2	105 00	997 50	364 00	997 50
				TAX	30 03
Thank You!				PLEASE PAY ON RECEIPT	
				1391 53	





# JESS SPRINKLER INSTALLATION & REPAIR



7546 Sand Street • Fort Worth, TX 76118  
Office 817-656-0517 • Fax 817-288-0574

Email: jess@jesssprinklers.com • Web: www.jesssprinklers.com



emailed  
3-31-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>3/24/20</i>
JOB NAME / LOCATION <i>Griffith Ave, Towell</i>	

TO *Jackson Construction*

PHONE

ORDER TAKEN BY

### DUE UPON RECEIPT

#### DESCRIPTION OF WORK

*Repaired System from Road Work  
504 Griffith  
607 N Rockwell*

QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
20	4" Hears	425	85 00				
20	Nozzles	250	50 00				
20	1/2 x 6 Nipple	175	35 00				
6	1/2" GOST	150	9 00				
6	1/2 Tee SST	200	12 00				
8	3/4 x 1/2 Tee SST	275	22 00				
6	3/4 GOST	150	9 00				
4	3/4 Tee SST	175	7 00				
7	3/4 x 1/2 RB	150	10 50				
2	1 x 3/4 RB	250	5 00				
1	1" Tee	325	3 25				
1	1" GOST	250	2 50				
110	1/2" PVC	100	110 00				
80	3/4 PVC	125	100 00				
1	1 PVC	150	1 50				

CK # 71764  
4/27/2020

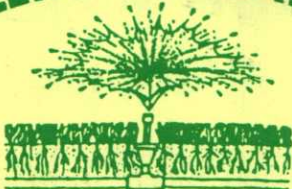
#### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL
	9	10500	94500	461 75
				TOTAL LABOR 945 00
				TAX 38 10
Thank You!				PLEASE PAY ON RECEIPT 1441 85





# JESS SPRINKLER INSTALLATION & REPAIR



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mailed  
4-10-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>4/6/20</i>
JOB NAME / LOCATION <i>607 N Rockwall Terrell</i>	

TO *Jackson Construction*

PHONE

ORDER TAKEN BY

**DUE UPON RECEIPT**

### DESCRIPTION OF WORK

*Repaired System From construction  
Reinstalled 1 Valve  
Installed new Valve  
Repaired System*

QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
17	4" Hangers	4.25	72.25	1	1" 90SS	2.50	2.50
4	Rotary Hangers	22.00	88.00	1	1 1/2" 1/4 RB	2.50	2.50
17	Nozzles	2.50	42.50	5	3/4" 1/2 RB	1.50	7.50
7	1/2 90SS	1.50	10.50	200'	1/2" PVC	1.00	200.00
21	1/2 nipple	1.75	36.75	100'	3/4" PVC	1.25	125.00
8	1/2 Tee SST	2.00	16.00	4	owest ps	1.75	7.00
6	3/4" 1/2 Tee SST	2.75	16.50	3'	1" PVC	1.50	4.50
2	3/4" 1/2 Tee SSS	2.00	4.00	1	3/4" CAP		2.00
2	3/4 Tee SSS	1.75	3.50				
1	1/2 90SS	1.25	1.25				
1	6" Valve Bwp	7.75	7.75				
1	1" Valve	35.00	35.00				
1	1" Tee SSS	3.25	3.25				
1	1" Slip / Tee	10.00	10.00				

PAID 5/21/2020

CHK # 71974

DEPOSITED 5/27/2020

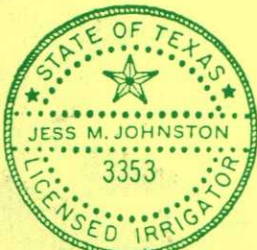
### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL
	12	105.00	1260.00	698.25
				TOTAL LABOR 1260.00
				TAX 57.61

Thank You!

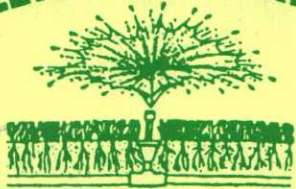
PLEASE PAY ON RECEIPT

2015.86





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Email: jess@jesssprinklers.com • Web: www.jesssprinklers.com

*Emailed 5-26-2020*

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>5/15/20</i>
JOB NAME / LOCATION <i>208, 514, 504, 604 Griffith, Terrell</i>	

## INVOICE

TO *Jackson Construction*

PHONE

ORDER TAKEN BY

### DUE UPON RECEIPT

#### DESCRIPTION OF WORK

*Repaired Systems Run street work 208  
514  
504  
604* } *Griffith Ave*

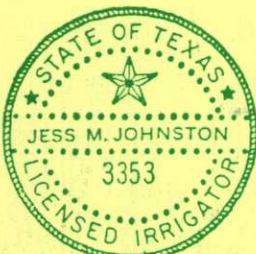
QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
2	1x3/4 MA	325	6 50	1	1" CAP		2 50
2	1" 90	250	5 00	2	1" Tee	325	6 50
2	1" Caply	200	4 00	7	2" PVC	225	15 75
4	1x3/4 R.D.	250	10 00				
11	1" PVC	150	16 50				
6	1 1/4 90	425	25 50				
4	1 1/4 Caply	250	10 00				
1	1 1/4 Tee		4 75				
16	1 1/4 PVC	175	28 00				
2	3/4 Caply	125	2 50				
1	3/4 Slip Fwy		9 00				
2	3/4 90	150	3 00				

PAID CHK#: 72180  
DEPOSITED: 6/26/2020

#### Minimum Labor Charge - 1 Hour

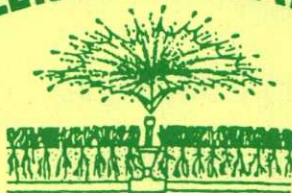
LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL
	<i>5 1/2</i>	<i>105 00</i>		<i>149 50</i>
				TOTAL LABOR <i>577 50</i>
				TAX <i>12 34</i>
<i>Thank You!</i>				<i>739 34</i>

PLEASE PAY ON RECEIPT





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emailed  
6-23-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>6/5/20</i>
JOB NAME / LOCATION <i>Terrell, Tx</i>	

TO *Jackson Construction*

PHONE  
*817 538-3610*

ORDER TAKEN BY

### DUE UPON RECEIPT

#### DESCRIPTION OF WORK

*Repair d systems from Road Work 204*

*604*  
*612*  
*611*  
*614* } *Griffith Ave*

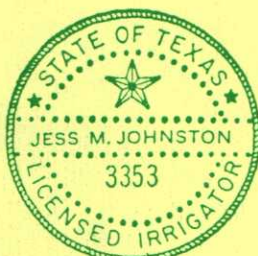
QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
4	Hunter P6P	22.00	88.00	3	3/4 Tee		1.50
16	Funny Pipe 90	1.75	28.00	1	3/4 Tee		1.75
16	Funny Pipe	1.00	16.00	1	3/4 Caply		1.50
4	1" Coupling	2.00	8.00	1	1/2 90ST		1.50
2	1x3/4 RB	2.50	5.00	1	4" Hand		4.25
2	3/4 x 1/2 90ST	2.00	4.00	1	1 Nozzle		2.50
4	1 1/4 90	4.25	17.00	1	1/2 x 6 nipple		1.75
4	1 90	2.50	10.00				
2	3/4 Cap	1.50	3.00				
10	1 1/4 PDL	1.75	17.50				
10	1" PVC	1.50	15.00				
5	1/2 Caply T x T	1.75	8.75				
1	1 1/2 Slip Fw		10.00				
1	3/4 Slip Fw		8.00				

PAID CHK #: 72382

DEPOSITED: 7/27/2020

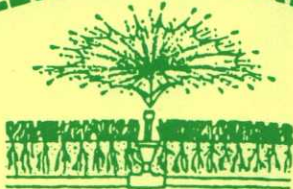
#### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL
	7	105.00		253.00
				TOTAL LABOR 735.00
				TAX 20.88
Thank You!			PLEASE PAY ON RECEIPT 1008.88	





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mailed  
6-23-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>6/19/20</i>
JOB NAME / LOCATION <i>Tevell</i>	

TO

*Jackson Construction*

PHONE

ORDER TAKEN BY

### DUE UPON RECEIPT

#### DESCRIPTION OF WORK

*Repaired by the fire road work*

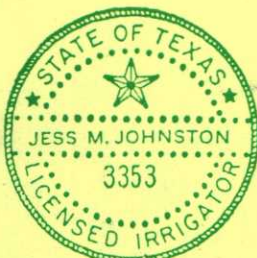
*504 + 715 + 611  
Griffith Ave*

QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
1	1" Cap		2.00				
1	1/2" M.R.B.		2.50				
1	12" Head		19.25				
2	6" Head	13.75	27.50				
3	4" Head	4.25	12.75				
6	Nozzle	2.50	15.00				
1	1/2" Tee SST		2.00				
2	1/2" 90ST	1.50	3.00				
1	1/2" Slip Fwy		8.00				
5	1/2" cutoff	1.75	8.75				

PAID CHK #: 72382  
DEPOSITED: 7/27/2020

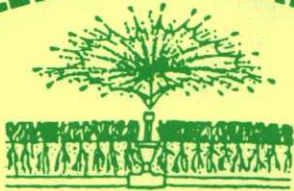
#### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	TOTAL LABOR	TAX
	3	105.00		101.25	315.00	
						8.36
Thank You!				PLEASE PAY ON RECEIPT		424.61





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mailed  
7-8-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>7/2/20</i>
JOB NAME / LOCATION <i>Tewell Tr</i>	

TO *Jackson Construction*

PHONE

ORDER TAKEN BY

### DUE UPON RECEIPT

#### DESCRIPTION OF WORK

*Repair System from Road Work.*

*716, 611, 504, 722  
Griffith Ave 505  
604, 606*

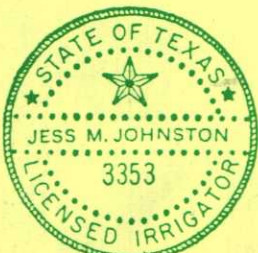
*Corner of Griffith + Roberts*

QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
32	3/4 PVC	100	32.00	5	1" Coupling	200	10.00
15	1/2" PVC	125	18.75	16	1" 90	250	15.00
4	Funny Pipe	100	4.00	1	1" Quick Fitting		16.00
4	3/4 90SS	150	6.00	2	3/4 Coupling	125	2.50
2	1" Tee	325	6.50	1	1" M.A.		2.50
4	1x3/4 RB	250	10.00	1	1" CAP		2.25
1	3/4 Tee		1.75	6	Funny Pipe 90	150	9.00
1	Porting		22.00	1	3/4 Cap		1.50
3	3/4 x 1/2 90SS	200	6.00	1	3/4 Slip Fitting		9.00
3	1/2 x 3 RE	175	5.25				
2	3/4 x 1/2 Nipple	200	4.00				
1	1 1/4 CAP		2.75				
4	4" Heads	425	17.00				
4	Nozzles	250	10.00				

PAID CHK #: 72575  
DEPOSITED: 8/27/2020

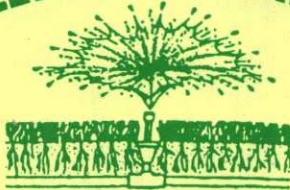
#### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	TOTAL LABOR
	8	130.00		213.75	1040.00
				TAX	17.64
Thank You!				PLEASE PAY ON RECEIPT	1271.39





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emailed  
7-14-2020

INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>7/10/20</i>
JOB NAME / LOCATION <i>Tennell, TX</i>	

TO *Jackson Construction*
 PHONE  
*817-5383610*  
 ORDER TAKEN BY

## DUE UPON RECEIPT

## DESCRIPTION OF WORK

*Repair Systems, Full Row Work 606 Griffith Ave*  
*5716*  
*611*  
*614*

QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
2	Hunter PGP	22 <sup>00</sup>	44 <sup>00</sup>	12	3/4 x 1/2 Tee SST	275	33 <sup>00</sup>
220	3/4 PUC	125	275 <sup>00</sup>	2	Valve	35 <sup>00</sup>	70 <sup>00</sup>
8	3/4 x 1/2 90ST	200	16 <sup>00</sup>	220	1/2" PUC	100	220 <sup>00</sup>
42	4" Headers	425	178 <sup>50</sup>	20	1" PUC	150	30 <sup>00</sup>
42	1/2 x 6 Nipple	175	73 <sup>50</sup>	1	1" Slip Fy	10 <sup>00</sup>	10 <sup>00</sup>
42	Nozzles	250	105 <sup>00</sup>	2	1" Coupling	200	4 <sup>00</sup>
1	3/4 Coupling	150	1 <sup>50</sup>	2	3/4 90SS	150	3 <sup>00</sup>
14	3/4 x 1/2 RB	150	21 <sup>00</sup>	6	1/2 Tee SST	200	12 <sup>00</sup>
10	1" 90	250	25 <sup>00</sup>	5	3/4 Tee	175	8 <sup>75</sup>
7	1" Tee	325	22 <sup>75</sup>	6	1 1/4 PUC	175	10 <sup>50</sup>
15	1 x 3/4 RB	250	37 <sup>50</sup>	1	1 1/4 Slip Fy	175	17 <sup>50</sup>
10	1/2 90SS	150	15 <sup>00</sup>	1	Long Fy	350	35 <sup>00</sup>
20	1/2 90ST	150	30 <sup>00</sup>				
14	1/2 Tee SST	200	28 <sup>00</sup>				

PAID CHK #: 72575

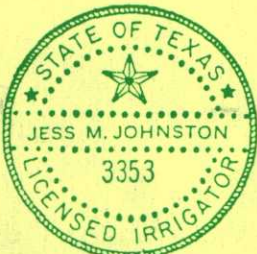
DEPOSITED: 8/27/2020

## Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL
6 men	10	260 <sup>00</sup>	2600 <sup>00</sup>	1326 <sup>50</sup>
				TOTAL LABOR 2600 <sup>00</sup>
				TAX 109 <sup>44</sup>

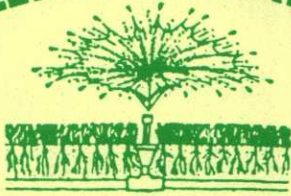
Thank You!

PLEASE PAY ON RECEIPT

4035<sup>94</sup>TEXAS CERTIFIED  
BACKFLOW TESTER



# JESS SPRINKLER INSTALLATION & REPAIR



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Office 817-656-0517 • Fax 817-288-0574

Email: jess@jesssprinklers.com • Web: www.jesssprinklers.com

emailed  
7-27-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>7/17/20</i>
JOB NAME / LOCATION <i>Tewell, TX</i>	

TO

*Jackson Construction*

PHONE

ORDER TAKEN BY

### DUE UPON RECEIPT

#### DESCRIPTION OF WORK

*Repaired Systems Run Street work*  
*604 Griffith Ave.*  
*614 Griffith Ave.*  
*720*

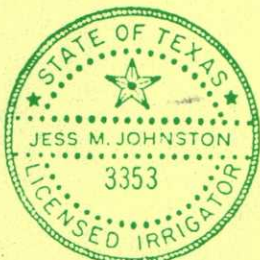
QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
1	Add A Zone		250 00	4	1/2 Tee SSS	150	6 00
6	One step	175	10 50	2	3/4 x 1/2 RB	150	3 00
2	3/4 CAPS	150	3 00	2	3/4 x 1/2 Tee SSS	200	4 00
1	1" CAP S	225	2 25	6	3/4 Tee	175	10 50
1	1/2 CAP S	125	1 25	13	3/4 90 SS	150	19 50
1	1/2 CAP T	250	2 50	10	3/4 x 1/2 Tee SST	275	27 50
70	1/2 PVC	100	70 00	2	3/4 SLIP Fp	900	18 00
230	3/4 PVC	125	28 750	8	1/2 90 ST	150	12 00
29	4" HEADS	425	123 25	8	3/4 x 1/2 90 ST	200	16 00
1	6" HEAD	1375	13 75	29	1/2 x 6 Nipple	175	50 75
1	2 1/2" Sh-b Npter	450	4 50	1	1 1/4 SLIP Fp	1750	17 50
1	Sh-b Npter	250	2 50	1	1 1/4 Cap lug	250	2 50
48	Nozzles	250	120 00				
3	1/2 90 SS	150	4 50				

PAID CHK #: 72576

DEPOSITED: 8/27/2020

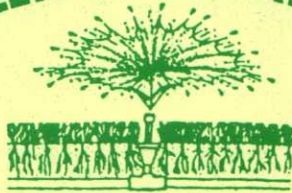
#### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL
5 men	8	23500	188000	1082 75
				TOTAL LABOR 1880 00
				TAX 89 33
Thank You!				PLEASE PAY ON RECEIPT 3052 08

TEXAS CERTIFIED  
BACKFLOW TESTER



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emailed  
8-4-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>7/31/20</i>
JOB NAME / LOCATION <i>Turrel Tp</i>	

TO *Jackson Construction*

PHONE

ORDER TAKEN BY

### DUE UPON RECEIPT

#### DESCRIPTION OF WORK

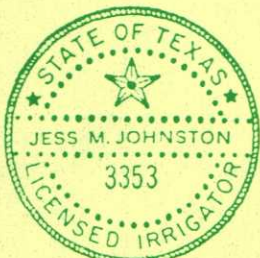
*Repaired Systems Run Street Construction*  
*587, 720*  
*605 Griffith Ave*  
*722*

QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
80'	3/4 PVL	125	100.00				
10	1" PVL	150	15.00				
8	1" 90	250	20.00				
9	3/4 90SS	150	13.50				
3	3/4 x 1/2 90ST	200	6.00				
2	3/4 x 1/2 Tee SST	275	5.50				
2	3/4 Tee	175	3.50				
10	1" Hamps	425	42.50				
10	Nozzles	250	25.00				
10	1/2 x 6 Pipe	175	17.50				
4	3/4 Caps	150	6.00				
3	1" Caps	225	6.75				
2	1/2 Caps	125	2.50				

PAID CHK #: 72575  
DEPOSITED: 8/27/2020

#### Minimum Labor Charge - 1 Hour

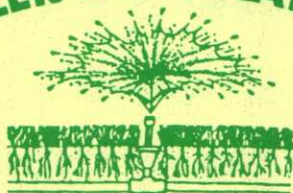
LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	TOTAL LABOR	TAX
	7 1/2	130.00		263.75	975.00	
						21.76
Thank You!				PLEASE PAY ON RECEIPT		1260.51





mailed  
8-26-2020

# INVOICE



Office 817-656-0517 • Fax 817-288-0574

Email: [jess@jesssprinklers.com](mailto:jess@jesssprinklers.com) • Web: [www.jesssprinklers.com](http://www.jesssprinklers.com)

WORK ORDERED BY	DATE COMPLETED
JOB NAME / LOCATION	

Teyrell

TO Jackson Construction

	PHONE
	ORDER TAKEN BY

## DUE UPON RECEIPT

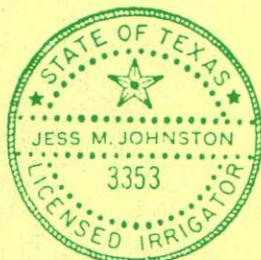
### DESCRIPTION OF WORK

DESCRIPTION OF WORK		
Repaired system from construction	606,504	
	502,719	
Investigated all yards to redo	729,720	Griffith Ave
	611,614	

[illegible]

**Minimum Labor Charge - 1 Hour**

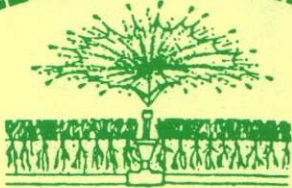
LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	7675
	7	10500		TOTAL LABOR	73500
				TAX	634
Thank You! PLEASE PAY ON RECEIPT					81809



TEXAS CERTIFIED  
BACKFLOW TESTER



# JESS SPRINKLER INSTALLATION & REPAIR



7546 Sand Street • Fort Worth, TX 76118

Office 817-656-0517 • Fax 817-288-0574

Email: jess@jesssprinklers.com • Web: www.jesssprinklers.com

Mailed  
9-17-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>9/11/20</i>
JOB NAME / LOCATION <i>Tevell</i>	

TO *Jackson Construction*

PHONE

ORDER TAKEN BY

### DUE UPON RECEIPT

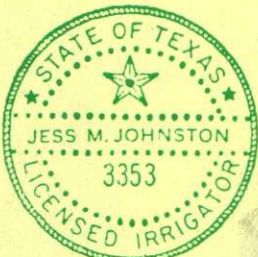
#### DESCRIPTION OF WORK

*Repair Systems Run Road Work 417, 514, 720  
614, 506, 724  
502, 612, 612  
606, 716*

QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
83	4" Heads	425	35275	3	1/2 Tee SSS	150	450
83	Nozzles	250	20750	1	3/4 x 1/2 Tee SSS	200	200
104	Nipple	1.75	18200	16	3/4 90SS	175	2800
240	1" PVC	150	36000	6	1" 90SS	250	1500
420	3/4 PVC	125	52500	1	3/4 Slip Tee	900	900
740	1/2 PVC	100	74000	15	Funny Pipe 90	150	2250
6	1" Tee SSS	325	1950	44	Funny Pipe	100	4400
14	1 x 3/4 RB	250	3500	2	1/2 Coupling	100	200
22	3/4 x 1/2 RB	150	3300	4	1/2 Slip Tee	800	3200
20	1/2 90ST	150	3000	12	Onco Star	175	2100
30	1/2 Tee SST	200	6000	1	1" Slip Tee	1000	1000
19	3/4 x 1/2 Tee SST	275	5225	3	3/4 x 1/2 90ST	200	600
6	3/4 Tee SSS	175	1050	3	P6P	2200	6600
19	1/2 90SS	150	2850	3	3/4 Tee SST	300	900
2	3/4 Tee	325	650				

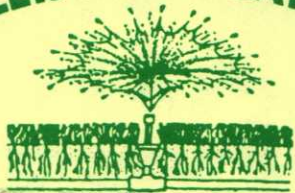
#### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL	291350
8/31 3men	9	13000	117000	TOTAL LABOR	406000
9/1 3men	9	13000	117000		
9/10 3men	10	13000	130000		
9/11 2men	4	10500	42000	TAX	24037
Thank You!				PLEASE PAY ON RECEIPT 721387	





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emailed  
10-8-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>10/2/20</i>
JOB NAME / LOCATION <i>Terrill Tr</i>	

TO *Jackson Construction*

PHONE

ORDER TAKEN BY

**DUE UPON RECEIPT**

### DESCRIPTION OF WORK

*Repair System from Construction 505, 612.*  
*507, 604 Griffith Ave*  
*405, 611*

QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
12	3/4 90SS	150	1800	4	3/4 x 1/2 Nipple	200	800
2	3/4 Slip Fix	900	1800	27	1/2 Nipple	175	4725
5	3/4 x 1/2 Tees SST	275	1375	140	3/4" PVC	125	17500
2	3/4 Tee	175	350	20	1" PVC	150	3000
9	3/4 x 1/2 90ST	200	1800	80	1/2 PVC	100	8000
4	1/2 x 3/4 EL	175	700	4	Drip Emulity	150	600
4	1" Tee	325	1300	2	Drip MA	150	300
4	1" 90	250	1000	5'	Drip Tube	100	500
4	1 x 3/4 RB	250	1000	1	1" Valve		3500
5	1" Slip Fix	1000	5000	6	overstep	175	1050
5	1" Emulity	200	1000	2'	Wire	35	70
4	Hunter PGP	2200	8800	4	1/2 Tees SST	200	800
27	4" Heads	425	11475	3	1/2 90ST	150	450
27	Nozzles	250	6750				

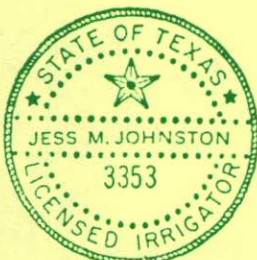
### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL
10/1	8 1/2	130 <sup>00</sup>	1105 <sup>00</sup>	85445
10/2	8 1/2	130 <sup>00</sup>	1105 <sup>00</sup>	TOTAL LABOR 2210 <sup>00</sup>
				TAX 7050

*Thank You!*

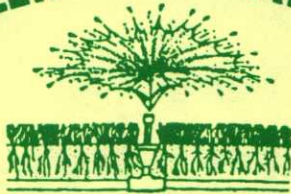
**PLEASE PAY ON RECEIPT**

*313495*





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*emailed  
10-12-2020*

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>10/8/20</i>
JOB NAME / LOCATION <i>Terrill Tr</i>	

TO *Jackson Construction*

PHONE

ORDER TAKEN BY

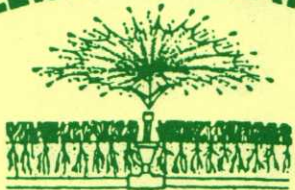
### DUE UPON RECEIPT

#### DESCRIPTION OF WORK

*Repaired Sprinklers for Construction* *506*  
*507* *508* *509* *510* *511* *512* *513* *514* *515* *516* *517* *518* *519* *520* *521* *522* *523* *524* *525* *526* *527* *528* *529* *530* *531* *532* *533* *534* *535* *536* *537* *538* *539* *540* *541* *542* *543* *544* *545* *546* *547* *548* *549* *550* *551* *552* *553* *554* *555* *556* *557* *558* *559* *560* *561* *562* *563* *564* *565* *566* *567* *568* *569* *570* *571* *572* *573* *574* *575* *576* *577* *578* *579* *580* *581* *582* *583* *584* *585* *586* *587* *588* *589* *590* *591* *592* *593* *594* *595* *596* *597* *598* *599* *600* *601* *602* *603* *604* *605* *606* *607* *608* *609* *610* *611* *612* *613* *614* *615* *616* *617* *618* *619* *620* *621* *622* *623* *624* *625* *626* *627* *628* *629* *630* *631* *632* *633* *634* *635* *636* *637* *638* *639* *640* *641* *642* *643* *644* *645* *646* *647* *648* *649* *650* *651* *652* *653* *654* *655* *656* *657* *658* *659* *660* *661* *662* *663* *664* *665* *666* *667* *668* *669* *670* *671* *672* *673* *674* *675* *676* *677* *678* *679* *680* *681* *682* *683* *684* *685* *686* *687* *688* *689* *690* *691* *692* *693* *694* *695* *696* *697* *698* *699* *700* *701* *702* *703* *704* *705* *706* *707* *708* *709* *710* *711* *712* *713* *714* *715* *716* *717* *718* *719* *720* *721* *722* *723* *724* *725* *726* *727* *728* *729* *730* *731* *732* *733* *734* *735* *736* *737* *738* *739* *740* *741* *742* *743* *744* *745* *746* *747* *748* *749* *750* *751* *752* *753* *754* *755* *756* *757* *758* *759* *760* *761* *762* *763* *764* *765* *766* *767* *768* *769* *770* *771* *772* *773* *774* *775* *776* *777* *778* *779* *780* *781* *782* *783* *784* *785* *786* *787* *788* *789* *790* *791* *792* *793* *794* *795* *796* *797* *798* *799* *800* *801* *802* *803* *804* *805* *806* *807* *808* *809* *810* *811* *812* *813* *814* *815* *816* *817* *818* *819* *820* *821* *822* *823* *824* *825* *826* *827* *828* *829* *830* *831* *832* *833* *834* *835* *836* *837* *838* *839* *840* *841* *842* *843* *844* *845* *846* *847* *848* *849* *850* *851* *852* *853* *854* *855* *856* *857* *858* *859* *860* *861* *862* *863* *864* *865* *866* *867* *868* *869* *870* *871* *872* *873* *874* *875* *876* *877* *878* *879* *880* *881* *882* *883* *884* *885* *886* *887* *888* *889* *890* *891* *892* *893* *894* *895* *896* *897* *898* *899* *900* *901* *902* *903* *904* *905* *906* *907* *908* *909* *910* *911* *912* *913* *914* *915* *916* *917* *918* *919* *920* *921* *922* *923* *924* *925* *926* *927* *928* *929* *930* *931* *932* *933* *934* *935* *936* *937* *938* *939* *940* *941* *942* *943* *944* *945* *946* *947* *948* *949* *950* *951* *952* *953* *954* *955* *956* *957* *958* *959* *960* *961* *962* *963* *964* *965* *966* *967* *968* *969* *970* *971* *972* *973* *974* *975* *976* *977* *978* *979* *980* *981* *982* *983* *984* *985* *986* *987* *988* *989* *990* *991* *992* *993* *994* *995* *996* *997* *998* *999* *1000* *1001* *1002* *1003* *1004* *1005* *1006* *1007* *1008* *1009* *1010* *1011* *1012* *1013* *1014* *1015* *1016* *1017* *1018* *1019* *1020* *1021* *1022* *1023* *1024* *1025* *1026* *1027* *1028* *1029* *1030* *1031* *1032* *1033* *1034* *1035* *1036* *1037* *1038* *1039* *1040* *1041* *1042* *1043* *1044* *1045* *1046* *1047* *1048* *1049* *1050* *1051* *1052* *1053* *1054* *1055* *1056* *1057* *1058* *1059* *1060* *1061* *1062* *1063* *1064* *1065* *1066* *1067* *1068* *1069* *1070* *1071* *1072* *1073* *1074* *1075* *1076* *1077* *1078* *1079* *1080* *1081* *1082* *1083* *1084* *1085* *1086* *1087* *1088* *1089* *1090* *1091* *1092* *1093* *1094* *1095* *1096* *1097* *1098* *1099* *1100* *1101* *1102* *1103* *1104* *1105* *1106* *1107* *1108* *1109* *1110* *1111* *1112* *1113* *1114* *1115* *1116* *1117* *1118* *1119* *1120* *1121* *1122* *1123* *1124* *1125* *1126* *1127* *1128* *1129* *1130* *1131* *1132* *1133* *1134* *1135* *1136* *1137* *1138* *1139* *1140* *1141* *1142* *1143* *1144* *1145* *1146* *1147* *1148* *1149* *1150* *1151* *1152* *1153* *1154* *1155* *1156* *1157* *1158* *1159* *1160* *1161* *1162* *1163* *1164* *1165* *1166* *1167* *1168* *1169* *1170* *1171* *1172* *1173* *1174* *1175* *1176* *1177* *1178* *1179* *1180* *1181* *1182* *1183* *1184* *1185* *1186* *1187* *1188* *1189* *1190* *1191* *1192* *1193* *1194* *1195* *1196* *1197* *1198* *1199* *1200* *1201* *1202* *1203* *1204* *1205* *1206* *1207* *1208* *1209* *1210* *1211* *1212* *1213* *1214* *1215* *1216* *1217* *1218* *1219* *1220* *1221* *1222* *1223* *1224* *1225* *1226* *1227* *1228* *1229* *1230* *1231* *1232* *1233* *1234* *1235* *1236* *1237* *1238* *1239* *1240* *1241* *1242* *1243* *1244* *1245* *1246* *1247* *1248* *1249* *1250* *1251* *1252* *1253* *1254* *1255* *1256* *1257* *1258* *1259* *1260* *1261* *1262* *1263* *1264* *1265* *1266* *1267* *1268* *1269* *1270* *1271* *1272* *1273* *1274* *1275* *1276* *1277* *1278* *1279* *1280* *1281* *1282* *1283* *1284* *1285* *1286* *1287* *1288* *1289* *1290* *1291* *1292* *1293* *1294* *1295* *1296* *1297* *1298* *1299* *1300* *1301* *1302* *1303* *1304* *1305* *1306* *1307* *1308* *1309* *1310* *1311* *1312* *1313* *1314* *1315* *1316* *1317* *1318* *1319* *1320* *1321* *1322* *1323* *1324* *1325* *1326* *1327* *1328* *1329* *1330* *1331* *1332* *1333* *1334* *1335* *1336* *1337* *1338* *1339* *1340* *1341* *1342* *1343* *1344* *1345* *1346* *1347* *1348* *1349* *1350* *1351* *1352* *1353* *1354* *1355* *1356* *1357* *1358* *1359* *1360* *1361* *1362* *1363* *1364* *1365* *1366* *1367* *1368* *1369* *1370* *1371* *1372* *1373* *1374* *1375* *1376* *1377* *1378* *1379* *1380* *1381* *1382* *1383* *1384* *1385* *1386* *1387* *1388* *1389* *1390* *1391* *1392* *1393* *1394* *1395* *1396* *1397* *1398* *1399* *1400* *1401* *1402* *1403* *1404* *1405* *1406* *1407* *1408* *1409* *1410* *1411* *1412* *1413* *1414* *1415* *1416* *1417* *1418* *1419* *1420* *1421* *1422* *1423* *1424* *1425* *1426* *1427* *1428* *1429* *1430* *1431* *1432* *1433* *1434* *1435* *1436* *1437* *1438* *1439* *1440* *1441* *1442* *1443* *1444* *1445* *1446* *1447* *1448* *1449* *1450* *1451* *1452* *1453* *1454* *1455* *1456* *1457* *1458* *1459* *1460* *1461* *1462* *1463* *1464* *1465* *1466* *1467* *1468* *1469* *1470* *1471* *1472* *1473* *1474* *1475* *1476* *1477* *1478* *1479* *1480* *1481* *1482* *1483* *1484* *1485* *1486* *1487* *1488* *1489* *1490* *1491* *1492* *1493* *1494* *1495* *1496* *1497* *1498* *1499* *1500* *1501* *1502* *1503* *1504* *1505* *1506* *1507* *1508* *1509* *1510* *1511* *1512* *1513* *1514* *1515* *1516* *1517* *1518* *1519* *1520* *1521* *1522* *1523* *1524* *1525* *1526* *1527* *1528* *1529* *1530* *1531* *1532* *1533* *1534* *1535* *1536* *1537* *1538* *1539* *1540* *1541* *1542* *1543* *1544* *1545* *1546* *1547* *1548* *1549* *1550* *1551* *1552* *1553* *1554* *1555* *1556* *1557* *1558* *1559* *1560* *1561* *1562* *1563* *1564* *1565* *1566* *1567* *1568* *1569* *1570* *1571* *1572* *1573* *1574* *1575* *1576* *1577* *1578* *1579* *1580* *1581* *1582* *1583* *1584* *1585* *1586* *1587* *1588* *1589* *1590* *1591* *1592* *1593* *1594* *1595* *1596* *1597* *1598* *1599* *1600* *1601* *1602* *1603* *1604* *1605* *1606* *1607* *1608* *1609* *1610* *1611* *1612* *1613* *1614* *1615* *1616* *1617* *1618* *1619* *1620* *1621* *1622* *1623* *1624* *1625* *1626* *1627* *1628* *1629* *1630* *1631* *1632* *1633* *1634* *1635* *1636* *1637* *1638* *1639* *1640* *1641* *1642* *1643* *1644* *1645* *1646* *1647* *1648* *1649* *1650* *1651* *1652* *1653* *1654* *1655* *1656* *1657* *1658* *1659* *1660* *1661* *1662* *1663* *1664* *1665* *1666* *1667* *1668* *1669* *1670* *1671* *1672* *1673* *1674* *1675* *1676* *1677* *1678* *1679* *1680* *1681* *1682* *1683* *1684* *1685* *1686* *1687* *1688* *1689* *1690* *1691* *1692* *1693* *1694* *1695* *1696* *1697* *1698* *1699* *1700* *1701* *1702* *1703* *1704* *1705* *1706* *1707* *1708* *1709* *1710* *1711* *1712* *1713* *1714* *1715* *1716* *1717*



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emailed  
10-20-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>10/16/20</i>
JOB NAME / LOCATION <i>Tearell Tr</i>	

TO *Jackson Construction*

PHONE

ORDER TAKEN BY

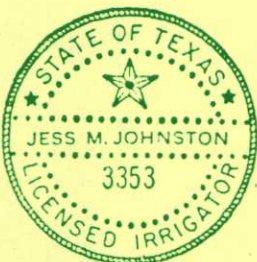
### DUE UPON RECEIPT

#### DESCRIPTION OF WORK

<i>Repair and System, Low Roadwork</i>				<i>2405</i>	<i>1/2" PVC</i>	<i>100</i>	<i>240.00</i>
<i>719, 715</i>				<i>1405</i>	<i>3/4" PVC</i>	<i>125</i>	<i>200.00</i>
<i>505, 611</i>	<i>Griffith Ave</i>			<i>4115</i>	<i>1" PVC</i>	<i>150</i>	<i>60.00</i>
<i>729</i>				<i>6210</i>	<i>1 1/4" PVC</i>	<i>175</i>	<i>35.00</i>
QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
<i>16</i>	<i>1/2" TeesST</i>	<i>200</i>	<i>32.00</i>	<i>2</i>	<i>1" MA</i>	<i>250</i>	<i>5.00</i>
<i>7</i>	<i>1/2" 90ST</i>	<i>150</i>	<i>10.50</i>	<i>1</i>	<i>1 1/4" Coupling</i>		<i>2.50</i>
<i>1</i>	<i>1/2" CAP</i>		<i>1.25</i>	<i>6</i>	<i>1 1/4" 90</i>	<i>425</i>	<i>25.50</i>
<i>1</i>	<i>1/2" 90SS</i>		<i>1.25</i>	<i>3</i>	<i>1 1/4" x 1" RB</i>	<i>325</i>	<i>9.75</i>
<i>1</i>	<i>3/4" CAP</i>		<i>1.50</i>	<i>2</i>	<i>Flange Pipe 90</i>	<i>150</i>	<i>3.00</i>
<i>11</i>	<i>3/4" 90SS</i>	<i>150</i>	<i>16.50</i>	<i>17</i>	<i>1/2" x 3" Run Ext</i>	<i>175</i>	<i>29.75</i>
<i>8</i>	<i>3/4" TeeSSS</i>	<i>175</i>	<i>14.00</i>	<i>46</i>	<i>Nozzles</i>	<i>250</i>	<i>115.00</i>
<i>6</i>	<i>3/4" x 1/2" TeeSSS</i>	<i>275</i>	<i>16.50</i>	<i>38</i>	<i>Hangers</i>	<i>425</i>	<i>161.50</i>
<i>6</i>	<i>3/4" 90ST</i>	<i>175</i>	<i>10.50</i>	<i>38</i>	<i>Nipples</i>	<i>175</i>	<i>66.50</i>
<i>7</i>	<i>3/4" x 1/2" RB</i>	<i>150</i>	<i>10.50</i>	<i>11</i>	<i>3/4" x 1/2" x 6" Nipple</i>	<i>200</i>	<i>22.00</i>
<i>4</i>	<i>3/4" Slip Tee</i>	<i>900</i>	<i>36.00</i>	<i>18</i>	<i>Hunter 6P</i>	<i>22.00</i>	<i>396.00</i>
<i>5</i>	<i>3/4" Coupling</i>	<i>125</i>	<i>6.25</i>	<i>1</i>	<i>510 Boys</i>		<i>42.75</i>
<i>2</i>	<i>1" Tee</i>	<i>325</i>	<i>6.50</i>	<i>1</i>	<i>1" DCVA</i>		<i>236.00</i>
<i>9</i>	<i>1" 90</i>	<i>250</i>	<i>22.50</i>	<i>1</i>	<i>Add A Zone</i>		<i>276.00</i>
<i>4</i>	<i>1/2" x 1/2" RB</i>	<i>250</i>	<i>10.00</i>	<i>10</i>	<i>8wstep</i>	<i>175</i>	<i>17.50</i>

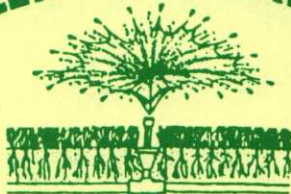
#### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL
<i>2men 10/13</i>	<i>9</i>	<i>105.00</i>	<i>945.00</i>	<i>2139.50</i>
<i>2men 10/15</i>	<i>6 1/2</i>	<i>105.00</i>	<i>682.50</i>	<i>2822.50</i>
<i>3men 10/16</i>	<i>9 1/2</i>	<i>130.00</i>	<i>1235.00</i>	
				TAX <i>176.51</i>
<i>Thank You!</i>				<b>PLEASE PAY ON RECEIPT</b> <i>5178.51</i>





# JESS SPRINKLER INSTALLATION & REPAIR



7546 Sand Street • Fort Worth, TX 76118  
Office 817-656-0517 • Fax 817-288-0574

Email: jess@jesssprinklers.com • Web: www.jesssprinklers.com

emailed  
10-28-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>10/22/20</i>
JOB NAME / LOCATION <i>Terrill, TX</i>	

TO *Jackson Construction*

PHONE

ORDER TAKEN BY

**DUE UPON RECEIPT**

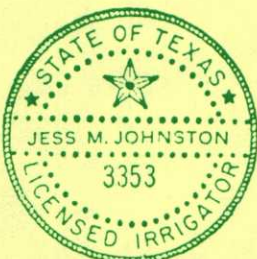
### DESCRIPTION OF WORK

*Repaired system from flood work 505, 514, 611*  
*507 504*  
*425 606 Griffith Ave*  
*611 605*

QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
2	1" Coupling	2.00	4.00				
1	1" Slip Fit		10.00				
2	1/2" 90°	1.50	3.00				
1	3/4" CAP		1.50				
13	4" HENDS	4.25	55.25				
14	Nozzles	2.50	35.00				
13	Nipples	1.75	22.75				
2	HUB PGP	22.00	44.00				
4	Funy Pipe 90	1.50	6.00				
7	Funy Pipe	1.00	7.00				
2	1" PVC	1.50	3.00				
7	1/2" x 3/4" RE	1.75	12.25				
4	3/4" RE	3.25	13.00				
1	6" VBLTD		9.25				

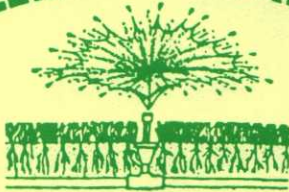
### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL
	7	105.00	735.00	226.00
				TOTAL LABOR 735.00
				TAX 18.65
Thank You!				PLEASE PAY ON RECEIPT 979.65





# JESS SPRINKLER INSTALLATION & REPAIR



7546 Sand Street • Fort Worth, TX 76118

Office 817-656-0517 • Fax 817-288-0574

Email: jess@jesssprinklers.com • Web: www.jesssprinklers.com

emailed  
11-13-2020

## INVOICE

WORK ORDERED BY <i>Phillip</i>	DATE COMPLETED <i>11/12/20</i>
JOB NAME / LOCATION <i>Terrill, TX</i>	

TO *Jackson Construction*

PHONE

ORDER TAKEN BY

### DUE UPON RECEIPT

#### DESCRIPTION OF WORK

*Finished Repair, front Road work* *729, 715*  
*715, 729 Griffith Ave*  
*611, 604*  
*606*

QTY	MATERIAL	PRICE	AMOUNT	QTY	MATERIAL	PRICE	AMOUNT
8	4" Heads	4.25	34.00	1	1" 90		2.50
11	Nozzles	2.50	27.50	1	1x3/4 RB		2.50
6	Nipples 1/2"	1.75	10.50	1	3/4 90s		1.50
4	Flex Pipe 90	1.50	6.00	2	3/4x1/2 Tee SST	2.75	5.50
21	Flex Pipe	1.00	21.00	1	3/4x1/2 RB		1.50
3	1/2x3 RB	1.75	5.25	1	1/2 Tee SST		2.00
1	1/2 TxT Caplay		1.75	1	1/2 90 SST		1.50
1	Hate-PBP		22.00	1	1" Tee		3.25
2	3/4 Nipple	2.00	4.00	1	1" Slip Fit		10.00
1	Flex Pipe Tee		1.50				
1	3/4x1/2 90s		2.00				
1	10" VBLID		15.00				
40	3/4 PVC	1.25	50.00				
40	1/2 PVC	1.00	40.00				

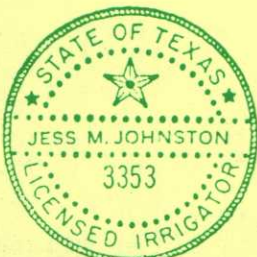
#### Minimum Labor Charge - 1 Hour

LABOR	HRS	RATE	AMOUNT	TOTAL MATERIAL
<i>11/6</i>	<i>6</i>	<i>105.00</i>	<i>630.00</i>	<i>270.75</i>
<i>11/12</i>	<i>5</i>	<i>105.00</i>	<i>525.00</i>	<i>1155.00</i>
				TAX <i>22.34</i>

Thank You!

PLEASE PAY ON RECEIPT

*1448.09*



**ORDINANCE NO. 2856**

**ORDINANCE ANNEXING PROPERTY  
2020-3 A**

**AN ORDINANCE OF THE CITY OF TERRELL, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY TO THE CITY OF TERRELL, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF TERRELL, TEXAS; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS; BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF SAID CITY; ADOPTING THE MUNICIPAL SERVICES AGREEMENT; PROVIDING FOR CHANGES TO THE OFFICIAL MAP OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Terrell, Texas (“City” or “Terrell”), is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, Chapter 43 of the Texas Local Government Code and the Charter of the City of Terrell, Texas, authorizes the annexation of property, subject to the laws of this state; and

**WHEREAS**, the initial area to be annexed consists of tracts of land (“the Property”), consisting of approximately 844.08 acres of land in Kaufman County, Texas, and being more fully described by metes and bounds of the Property attached hereto and incorporated by reference herein as Exhibit “A” and by reference made a part hereof and on the maps thereof attached hereto as Exhibit “B”; and

**WHEREAS**, the Property to be annexed is presently located within the extraterritorial jurisdiction of the City and is contiguous to existing City boundaries; and

**WHEREAS**, pursuant to Texas Local Government Code Section 43.0671, the owners of the Property petitioned the City to annex the Property into the present City limits; and

**WHEREAS**, after proper notice was provided in accordance with the Texas Local Government Code Section 43.0673, a public hearing on the proposed annexation was held before the Terrell City Council on December 15, 2020, at 7:00 p.m.; and

**WHEREAS**, an offer of an Agricultural Development Agreement pursuant to §43.016 of the Texas Local Government Code was made to the owners of the Property; and

**WHEREAS**, the property owners declined to enter into an Agricultural Development Agreement; and



**WHEREAS**, the City Council finds that the Property to be annexed by the City is accurately described in Exhibit “A” and is property owned by the City of Terrell; and

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Terrell, Texas, and the laws of this state have been duly followed with respect to the Property described and depicted in Exhibit “A”.

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

**Section 1.** That the Property described and depicted in Exhibit “A” is hereby annexed to the City of Terrell, Kaufman County, Texas, and that the boundary limits of the City of Terrell be and the same are hereby extended to include the Property described and depicted on Exhibits “A” and “B”, which exhibits are attached and incorporated by reference in this Ordinance, within the City limits of the City of Terrell, Texas, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Terrell and they shall be bound by the acts, ordinances, resolutions and regulations of said City.

**Section 2.** That the City Secretary is hereby directed to file with the County Clerk of Kaufman County, Texas, a certified copy of this Ordinance.

**Section 3.** That the official map and boundaries of the City and its extraterritorial jurisdiction as previously adopted, are amended to include the Property as a part of the City of Terrell, Texas and the extraterritorial jurisdiction is extended in accordance with law, and the City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add such territory as required by law.

**Section 4.** That should this Ordinance for any reason be ineffective as to any part of the Property hereby annexed to the City of Terrell, such ineffectiveness of this Ordinance as to any such part or parts of the Property shall not affect the effectiveness of this Ordinance as to the remainder of the Property. That the City Council hereby declares it to be its purpose to annex to the City of Terrell every part of the Property described in Section 1 of this Ordinance. That provided, further, that if there is included within the description of the Property set out in Exhibit “A” of this Ordinance any lands or area which are presently part of and included within the lawful corporate limits of the City of Terrell, or which are not within the City of Terrell’s jurisdiction to annex, the same is hereby excluded and excepted from the Property to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

**Section 6.** That this Ordinance shall take effect immediately upon its approval on second reading.

ITEM 10.1.

**PASSED** by an affirmative vote of the Terrell City Council this the \_\_\_\_ day of December, 2020, at \_\_\_\_\_ o'clock p.m.

**ADOPTED** by an affirmative vote of the Terrell City Council this the \_\_\_\_ day of January, 2021, at \_\_\_\_\_ o'clock p.m.

\_\_\_\_\_  
E. RICK CARMONA, Mayor

ATTEST:

\_\_\_\_\_  
Dawn Steil, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary Gayle Ramsey, City Attorney

**Ordinance # ?**

**"EXHIBIT A"**

**LEGAL DESCRIPTION**

**STATE OF TEXAS**

**COUNTY OF KAUFMAN**

Being a tract or parcel of land in the R.G. Cartwright Survey, Abstract 76, Kaufman County, Texas, and being more particularly described as follows:

**COMMENCING** at the Southeast corner of tract of land deeded to Margaret S. Moody in Volume 6047, Page 15 of the Deed Records of Kaufman County, said corner also being the Northeast corner of a tract of land deeded to the City of Terrell in Volume 6313, Page 70 of the Deed Records of Kaufman County, said point also being located in the Western line of County Road 390;

THENCE N 67 deg. 24 min. 49 sec. West along the Southern line of said Moody tract a distance of 654.00 feet to the **POINT OF BEGINNING**;

THENCE S 24 deg. 05 min. 50 sec. East a distance of 2,005.37 feet to a point for corner, said point being the Southwest corner of a tract of land deeded to Calvin J. Tipps in Volume 903, Page 225 of the Deed Records of Kaufman County;

THENCE N 83 deg. 11 min. 22 sec. West a distance of 910.00 feet to a point for corner;

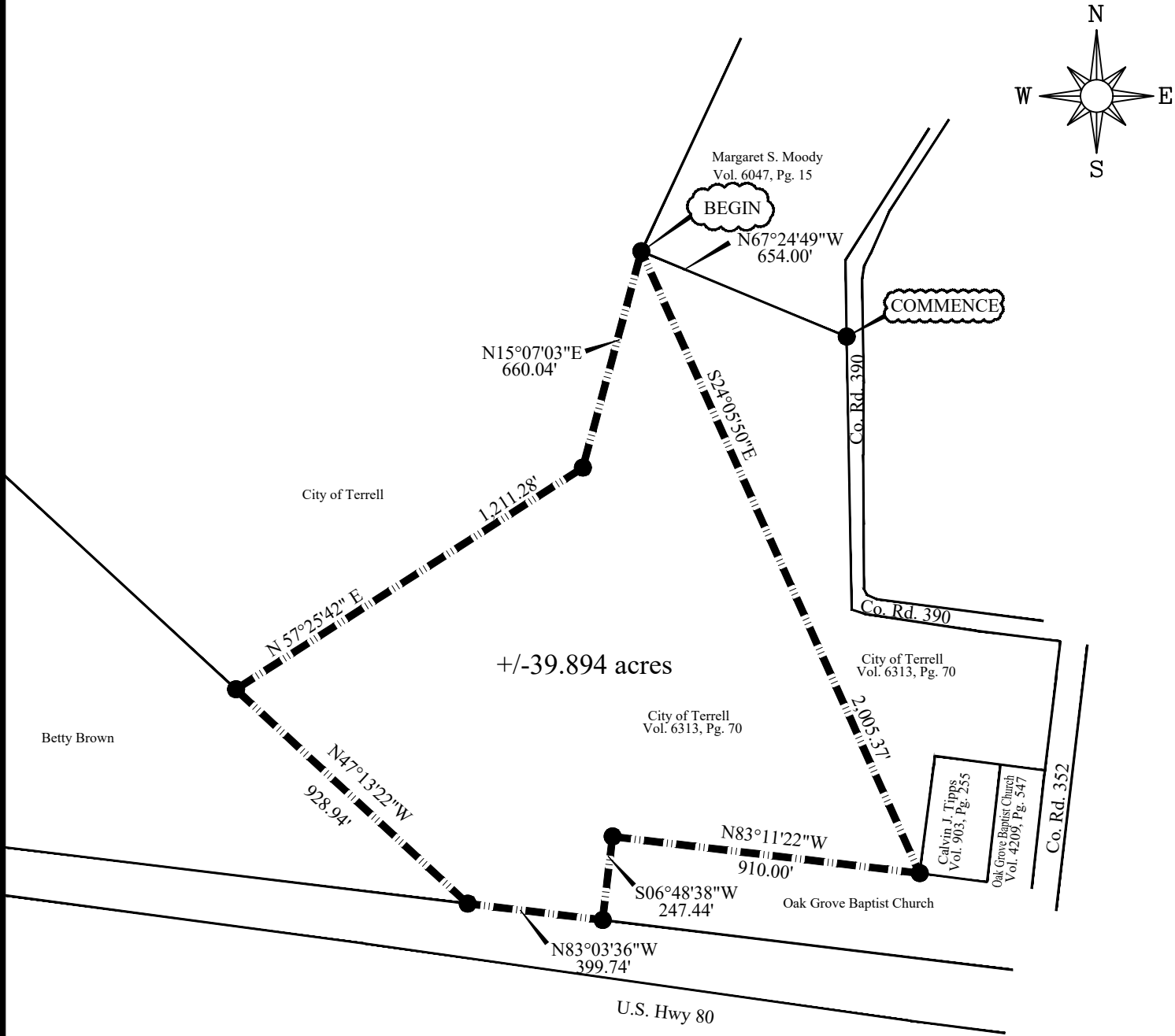
THENCE S 06 deg. 48 min. 38 sec. West a distance of 247.44 feet to a point for corner;

THENCE N 83 deg. 03 min. 36 sec. West a distance of 399.74 feet to a point for corner;

THENCE N 47 deg. 13 min. 22 sec. West a distance of 928.94 feet to a point for corner;

THENCE N 57 deg. 25 min. 42 sec. East a distance of 1,211.28 feet to a point for corner;

THENCE N 15 deg. 07 min. 03 sec. East a distance of 660.04 feet to the **POINT OF BEGINNING** and containing 39.894 acres of land More or Less.



**Ordinance # ?  
"EXHIBIT A"**

**LEGAL DESCRIPTION**

**STATE OF TEXAS**

**COUNTY OF KAUFMAN**

Being a tract or parcel of land in the R.G. Cartwright Survey, Abstract 76, Kaufman County, Texas, and being more particularly described as follows:

**COMMENCING** at the Southeast corner of tract of land deeded to Margaret S. Moody in Volume 6047, Page 15 of the Deed Records of Kaufman County, said corner also being the Northeast corner of a tract of land deeded to the City of Terrell in Volume 6313, Page 70 of the Deed Records of Kaufman County, said point also being located in the Western line of County Road 390;

THENCE N 67 deg. 24 min. 49 sec. West a distance of 654.00 feet to the **POINT OF BEGINNING**, said point being the Southwest corner of the said Margaret S. Moody tract;

THENCE S 15 deg. 07 min. 03 sec. West a distance of 660.04 feet to a point for corner;

THENCE S 57 deg. 25 min. 42 sec. West a distance of 1,211.28 feet to a point for corner;

THENCE N 47 deg. 14 min. 05 sec. West a distance of 1,720.65 feet to a point for corner;

THENCE N 43 deg. 16 min. 05 sec. East a distance of 318.45 feet to a point for corner;

THENCE N 68 deg. 28 min. 28 sec. West a distance of 511.06 feet to a point for corner;

THENCE N 26 deg. 59 min. 43 sec. West a distance of 2,227.20 feet to a point for corner;

THENCE S 63 deg. 03 min. 42 sec. West a distance of 505.18 feet to a point for corner;

THENCE S 43 deg. 29 min. 49 sec. West a distance of 595.33 feet to a point for corner;

THENCE N 45 deg. 49 min. 55 sec. West a distance of 864.70 feet to a point for corner;

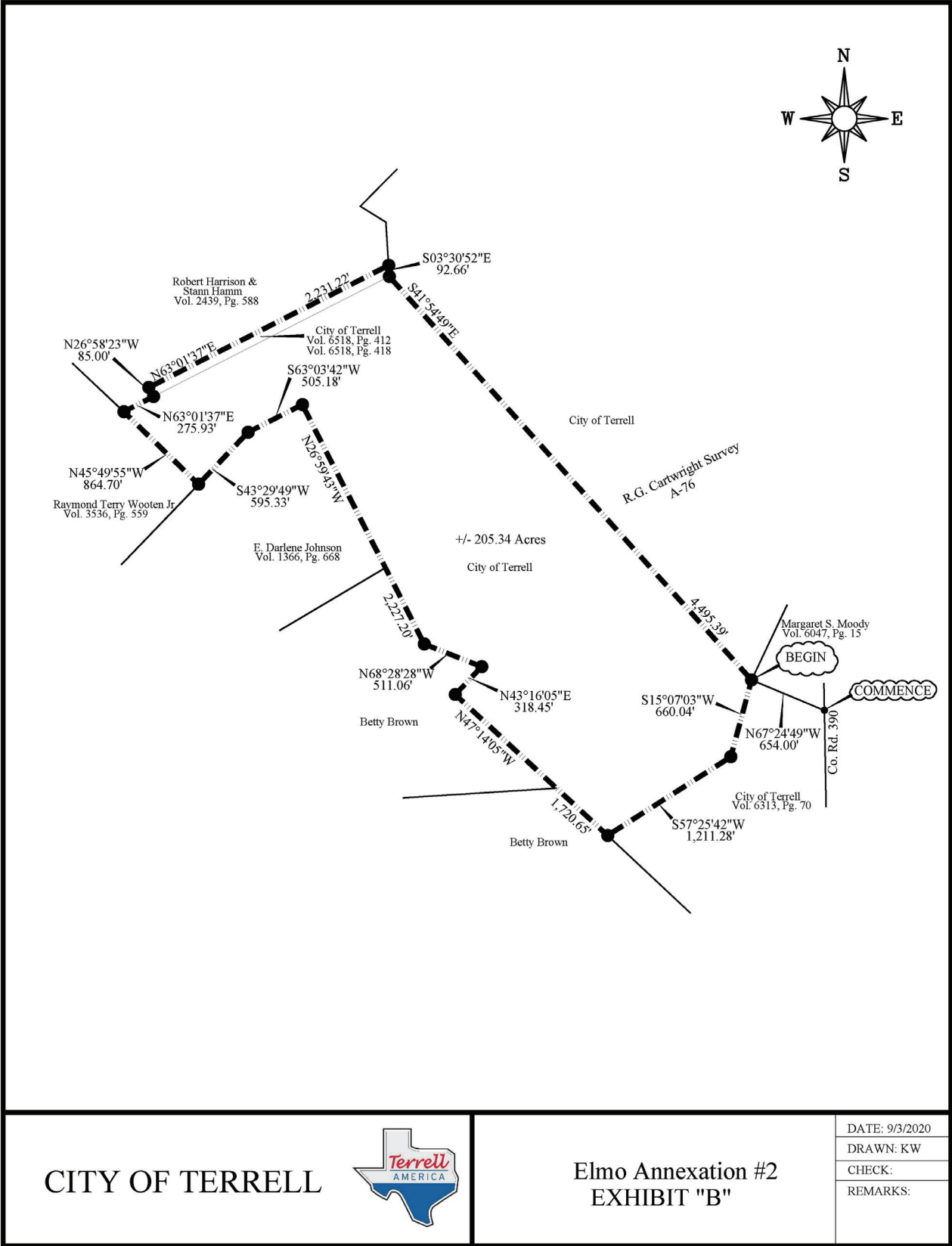
THENCE N 63 deg. 01 min. 37 sec. East a distance of 275.93 feet to a point for corner;

THENCE N 26 deg. 58 min. 23 sec. West a distance of 85.00 feet to a point for corner;

THENCE N 63 deg. 01 min. 37 sec. East a distance of 2,231.22 feet to a point for corner;

THENCE S 03 deg. 30 min. 52 sec. East a distance of 92.66 feet to a point for corner;

THENCE S 41 deg. 54 min. 49 sec. East a distance of 4,495.39 feet to the **POINT OF BEGINNING**, and containing 205.34 acres of land more or less.



\\Gispic\d\Engineering\CITY PARCEL DATA\SHP FILES\Annexation\Elmo Lake Annexation\Elmo Lake Annexation Exhibit.dwg, 1:2.1

**"EXHIBIT A"**  
**LEGAL DESCRIPTION**

**STATE OF TEXAS**

**COUNTY OF KAUFMAN**

Being a tract or parcel of land in the R.G. Cartwright Survey, Abstract 76, the A. Bennet Survey, Abstract 20, the W. Fulcher Survey, Abstract 153, and the J. Walker Survey, A-600, Kaufman County, Texas, and being more particularly described as follows:

**COMMENCING** at the Southeast corner of tract of land deeded to Margaret S. Moody in Volume 6047, Page 15 of the Deed Records of Kaufman County, said corner also being the Northeast corner of a tract of land deeded to the City of Terrell in Volume 6313, Page 70 of the Deed Records of Kaufman County, said point also being located in the Western line of County Road 390;

THENCE N 67 deg. 24 min. 49 sec. West a distance of 654.00 feet to a point for corner, said point being the Southwest corner of said Margaret S. Moody tract;

THENCE N 41 deg. 54 min. 49 sec. West a distance of 1,449.69 feet to the **POINT OF BEGINNING**;

THENCE N 41 deg. 54 min. 49 sec. West a distance of 3,045.70 feet to a point for corner;

THENCE N 03 deg. 30 min. 52 sec. West a distance of 451.61 feet to a point for corner;

THENCE N 58 deg. 10 min. 27 sec. West a distance of 250.00 feet to a point for corner;

THENCE N 44 deg. 45 min. 21 sec. East a distance of 433.74 feet to a point for corner;

THENCE N 01 deg. 10 min. 27 sec. West a distance of 353.00 feet to a point for corner;

THENCE N 46 deg. 08 min. 37 sec. West a distance of 600.14 feet to a point for corner;

THENCE N 43 deg. 31 min. 27 sec. East a distance of 618.96 feet to a point for corner;

THENCE N 43 deg. 31 min. 27 sec. East a distance of 2,932.54 feet to a point for corner;

THENCE N 46 deg. 54 min. 42 sec. West a distance of 2,065.34 feet to a point for corner;

THENCE N 40 deg. 46 min. 11 sec. East a distance of 993.75 feet to a point for corner;

THENCE N 46 deg. 10 min. 27 sec. West a distance of 649.62 feet to a point for corner;

THENCE N 43 deg. 49 min. 33 sec. East a distance of 738.89 feet to a point for corner;

THENCE S 46 deg. 47 min. 14 sec. East a distance of 105.56 feet to a point for corner;

THENCE N 44 deg. 25 min. 40 sec. East a distance of 1,032.53 feet to a point for corner;

THENCE S 46 deg. 59 min. 29 sec. East a distance of 1,311.31 feet to a point for corner;

ITEM 10.1.

THENCE S 47 deg. 09 min. 54 sec. East a distance of 1,325.76 feet to a point for corner;

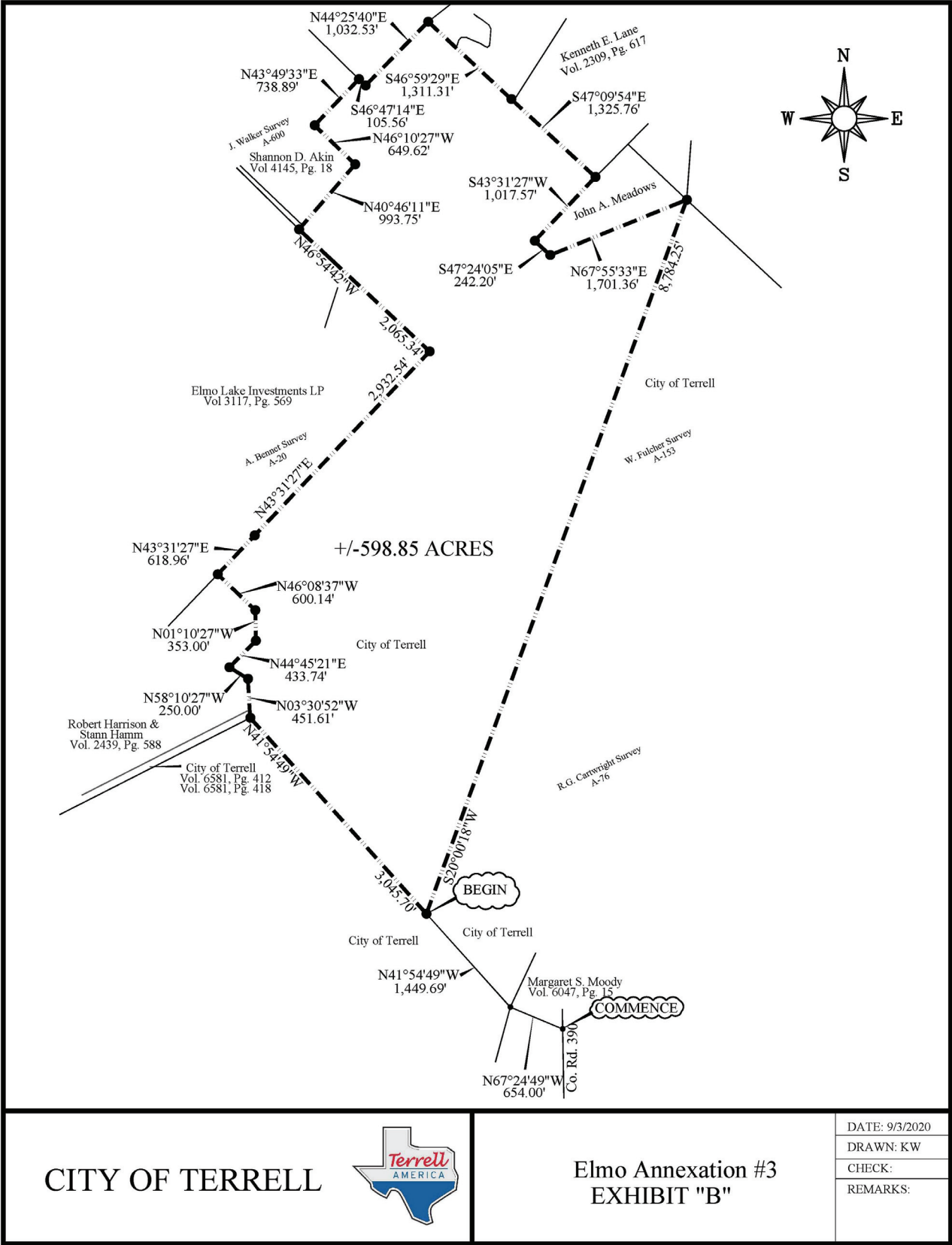
THENCE S 43 deg. 31 min. 27 sec. West a distance of 1,017.57 feet to a point for corner;

THENCE S 47 deg. 24 min. 05 sec. East a distance of 242.20 feet to a point for corner;

THENCE N 67 deg. 55 min. 33 sec. East a distance of 1,701.36 feet to a point for corner;

THENCE S 20 deg. 00 min. 18 sec. West a distance of 8,784.25 feet to the **POINT OF BEGINNING**,  
and containing 598.85 acres of land more or less.





\\Gispic\d\Engineering\CITY PARCEL DATA\SHP FILES\Annexation\Elmo Lake Annexation\Elmo Lake Annexation Exhibit.dwg, 1:2.1

**ORDINANCE NO. 2857**

**ORDINANCE ANNEXING PROPERTY  
2020-3 B**

**AN ORDINANCE OF THE CITY OF TERRELL, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY TO THE CITY OF TERRELL, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF TERRELL, TEXAS; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS; BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF SAID CITY; ADOPTING THE MUNICIPAL SERVICES AGREEMENT; PROVIDING FOR CHANGES TO THE OFFICIAL MAP OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Terrell, Texas (“City” or “Terrell”), is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, Chapter 43 of the Texas Local Government Code and the Charter of the City of Terrell, Texas, authorizes the annexation of property, subject to the laws of this state; and

**WHEREAS**, the initial area to be annexed consists of a tract of land (“the Property”), consisting of certain acreage in Kaufman County, Texas, and being more fully described by metes and bounds of the Property attached hereto and incorporated by reference herein as Exhibit “A” and on the map attached hereto as Exhibit “B” by reference made a part hereof; and

**WHEREAS**, the Property to be annexed is presently located within the extraterritorial jurisdiction of the City and is contiguous to existing City boundaries; and

**WHEREAS**, pursuant to Texas Local Government Code Section 43.0671, the owners of the Property petitioned the City to annex the Property into the present City limits; and

**WHEREAS**, after proper notice was provided in accordance with the Texas Local Government Code Section 43.0673, a public hearing on the proposed annexation was held before the Terrell City Council on December 15, 2020, at 7:00 p.m.; and

**WHEREAS**, an offer of an Agricultural Development Agreement pursuant to §43.016 of the Texas Local Government Code was made to the owners of the Property; and

**WHEREAS**, the property owners declined to enter into an Agricultural Development Agreement; and

**WHEREAS**, the City Council finds that the Property to be annexed by the City is accurately described in Exhibit “A” and is owned by the City of Terrell; and

**WHEREAS**, the City and the property owners did not enter into a Municipal Services Agreement for the Property to be annexed meeting the requirements of Texas Local Government Code Section 43.0672, because the property annexed is owned by the City; and

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Terrell, Texas, and the laws of this state have been duly followed with respect to the Property described and depicted in Exhibit “A”.

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

**Section 1.** That the Property described and depicted in Exhibit “A” is hereby annexed to the City of Terrell, Kaufman County, Texas, and that the boundary limits of the City of Terrell be and the same are hereby extended to include the Property described and depicted on Exhibit “A”, which exhibits are attached and incorporated by reference in this Ordinance, within the City limits of the City of Terrell, Texas, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Terrell and they shall be bound by the acts, ordinances, resolutions and regulations of said City.

**Section 2.** That the City Secretary is hereby directed to file with the County Clerk of Kaufman County, Texas, a certified copy of this Ordinance.

**Section 3.** That the official map and boundaries of the City and its extraterritorial jurisdiction as previously adopted, are amended to include the Property as a part of the City of Terrell, Texas and the extraterritorial jurisdiction is extended in accordance with law, and the City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add such territory as required by law.

**Section 4.** That should this Ordinance for any reason be ineffective as to any part of the Property hereby annexed to the City of Terrell, such ineffectiveness of this Ordinance as to any such part or parts of the Property shall not affect the effectiveness of this Ordinance as to the remainder of the Property. That the City Council hereby declares it to be its purpose to annex to the City of Terrell every part of the Property described in Section 1 of this Ordinance. That provided, further, that if there is included within the description of the Property set out in Exhibit “A” of this Ordinance any lands or area which are presently part of and included within the lawful corporate limits of the City of Terrell, or which are not within the City of Terrell’s jurisdiction to annex, the same is hereby excluded and excepted from the Property to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

ITEM 10.2.

**Section 5.** That this Ordinance shall take effect immediately upon its approval on second reading.

**PASSED** by an affirmative vote of the Terrell City Council this the \_\_\_\_ day of December, 2020, at \_\_\_\_\_ o'clock p.m.

**ADOPTED** by an affirmative vote of the Terrell City Council this the \_\_\_\_ day of January, 2021, at \_\_\_\_\_ o'clock p.m.

\_\_\_\_\_  
E. RICK CARMONA, Mayor

ATTEST:

\_\_\_\_\_  
Dawn Steil, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary Gayle Ramsey, City Attorney

36.473 acres

All that certain tract or parcel of land situated in the John C. Hale Survey Abstract No. 202, Kaufman County, Texas, and being a part of a called 39 acre tract as described in a Deed from Mrs. Sam LaRoe, etal to City of Terrell, dated March 30, 1963 and recorded in Volume 459 Page 52 in the Deed Records of Kaufman County, Texas, and depicted on an unrecorded City of Terrell map, dated December, 1966 and being more particularly described as follows:

**BEGINNING** at a 2 inch galvanized iron pipe (found) the intersection of the southwest line of said 39 acre tract with the northwest right of way line of F. M. 2578 (Rose-Hill Road) same being the east corner of a called 38.494 acre tract as described by deed to Climmie J. Riggs and Jama Riggs, dated January 20, 1997 and recorded in Volume 1242 Page 162 in said Deed Records;

**THENCE** North 45 deg. 41 min. 11 sec. West with the southwest line of said 39 acre tract and the northeast line of said 38.494 acre tract, a distance of 1,185.68 feet to a 5/8" inch iron rod (found) for the west corner of said 39 acre tract and the north corner of said 38.494 acre tract, same being in the southeast line of a called 23.542 acre tract as described by deed to Ronald Robinson, dated August 10, 2011 and recorded in Volume 3990, Page 140 in said Deed Records;

**THENCE** North 44 deg. 33 min. 20 sec. East with the northwest line of said 39 acre tract and the southeast line of said 23.542 acre tract, a distance of 771.68 feet to a 1/2" inch iron rod (found) for the east corner of said 23.542 acre tract, same being the south corner of a called 15.049 acre tract as described in a Release of Lien, to Dorsey E. & Kristi M. Self, dated September 14, 2009 and recorded in Volume 3656, Page 267 in said Deed Records;

**THENCE** North 45 deg. 35 min. 53 sec. East continuing with the northwest line of said 39 acre tract and with the southeast line of said 15.049 acre tract, a distance of 118.42 feet to a fence corner post (found) in same;

**THENCE** North 54 deg. 30 min. 56 sec. East continuing with said common line, a distance of 475.22 feet to point for corner in the centerline of Bachelor Creek, from which a 5/8 inch iron rod (found) for reference bears South 54 deg. 30 min. 56 sec. West a distance of 89.83 feet;

**THENCE** in a southeasterly direction with the centerline of said Bachelor Creek as follows:

- South 05 deg. 27 min. 58 sec. East a distance of 50.45 feet to a point for corner,
- South 43 deg. 44 min. 00 sec. West a distance of 55.18 feet to a point for corner,
- South 31 deg. 02 min. 43 sec. West a distance of 100.79 feet to a point for corner,
- South 61 deg. 53 min. 48 sec. East a distance of 112.18 feet to a point for corner,
- South 43 deg. 03 min. 22 sec. East a distance of 302.38 feet to a point for corner,

ITEM 10.2.

- North 79 deg. 42 min. 13 sec. East a distance of 75.45 feet to a point for corner,
- North 20 deg. 30 min. 44 sec. East a distance of 30.99 feet to a point for corner,
- North 48 deg. 39 min. 38 sec. East a distance of 62.14 feet to a point for corner,
- North 12 deg. 41 min. 25 sec. West a distance of 34.71 feet to a point for corner,
- North 09 deg. 38 min. 47 sec. East a distance of 94.57 feet to a point for corner,
- North 65 deg. 08 min. 52 sec. West a distance of 30.46 feet to a point for corner,
- North 61 deg. 59 min. 22 sec. West a distance of 71.15 feet to a point for corner,
- North 14 deg. 14 min. 19 sec. West a distance of 114.49 feet to a point for corner,
- North 74 deg. 18 min. 34 sec. East a distance of 103.59 feet to a point for corner,
- South 62 deg. 26 min. 06 sec. East a distance of 58.04 feet to a point for corner,
- South 85 deg. 32 min. 15 sec. East a distance of 71.39 feet to a point for corner,
- South 13 deg. 15 min. 50 sec. East a distance of 182.94 feet to a point for corner and,
- South 28 deg. 26 min. 55 sec. East a distance of 91.30 feet to a point for corner at the intersection with the centerline of a dry creek bed (old creek prior to re-route),

**THENCE** in a southeasterly direction with the centerline of said dry creek bed as follows:

- North 76 deg. 02 min. 13 sec. East a distance of 90.88 feet to a point for corner,
- South 47 deg. 45 min. 50 sec. East a distance of 87.14 feet to a point for corner,
- South 09 deg. 29 min. 36 sec. West a distance of 126.18 feet to a point for corner and,
- South 23 deg. 39 min. 34 sec. East a distance of 214.21 feet to a 1/2 inch iron rod with Summit cap (set) for corner at the intersection with the northwest right of way line of the aforementioned F. M. 2578 (Rose-Hill Road), from which a 2 inch galvanized iron pipe (found) for reference bears North 43 deg. 54 min. 59 sec. East a distance of 97.00 feet and a concrete right of way monument (found) bears North 43 deg. 54 min. 59 sec. East a distance of 178.59 feet;

**THENCE** South 43 deg. 54 min. 59 sec. sec. West with the northwest right of way line of said F. M. 2578 (Rose-Hill Road), at a distance of 115.32 feet pass the centerline of existing Bachelor Creek and continuing with said right of way for a total distance of 1,343.27 feet to the **PLACE OF BEGINNING** and containing 36.473 acres of land.

Bearing basis: Grid, NAD 83 State Plane Coordinate System Texas North Central Zone



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**ORDINANCE NO. 2858**

**ORDINANCE ANNEXING PROPERTY  
2020-3 C**

**AN ORDINANCE OF THE CITY OF TERRELL, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY TO THE CITY OF TERRELL, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF TERRELL, TEXAS; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS; BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF SAID CITY; ADOPTING THE MUNICIPAL SERVICES AGREEMENT; PROVIDING FOR CHANGES TO THE OFFICIAL MAP OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Terrell, Texas (“City” or “Terrell”), is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, Chapter 43 of the Texas Local Government Code and the Charter of the City of Terrell, Texas, authorizes the annexation of property, subject to the laws of this state; and

**WHEREAS**, the initial area to be annexed consists of a tract of land (“the Property”), consisting of approximately 1.041 acres of land in Kaufman County, Texas, and being more fully described by metes and bounds and a map of the Property attached hereto and incorporated by reference herein as Exhibit “A” and by reference made a part hereof and map thereof attached as Exhibit “B”; and

**WHEREAS**, the Property to be annexed is presently located within the extraterritorial jurisdiction of the City and is contiguous to existing City boundaries; and

**WHEREAS**, pursuant to Texas Local Government Code Section 43.0671, the owners of the Property petitioned the City to annex the Property into the present City limits; and

**WHEREAS**, after proper notice was provided in accordance with the Texas Local Government Code Section 43.0673, a public hearing on the proposed annexation was held before the Terrell City Council on December 15, 2020, at 7:00 p.m.; and

**WHEREAS**, an offer of an Agricultural Development Agreement pursuant to §43.016 of the Texas Local Government Code was made to the owners of the Property; and

**WHEREAS**, the property owners declined to enter into an Agricultural Development Agreement; and



**WHEREAS**, the City Council finds that the Property to be annexed by the City is accurately described in Exhibit “A”; and

**WHEREAS**, the City and the property owners entered into a Municipal Services Agreement for the Property to be annexed that meets the requirements of Texas Local Government Code Section 43.0672, which was presented at the public hearing; and

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Terrell, Texas, and the laws of this state have been duly followed with respect to the Property described and depicted in Exhibit “A”.

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

**Section 1.** That the Property described and depicted in Exhibit “A” is hereby annexed to the City of Terrell, Kaufman County, Texas, and that the boundary limits of the City of Terrell be and the same are hereby extended to include the Property described and depicted on Exhibits “A” and “B”, which exhibits are attached and incorporated by reference in this Ordinance, within the City limits of the City of Terrell, Texas, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Terrell and they shall be bound by the acts, ordinances, resolutions and regulations of said City.

**Section 2.** That the Municipal Services Agreement for the Property is hereby adopted and attached as Exhibit “C”.

**Section 3.** That the City Secretary is hereby directed to file with the County Clerk of Kaufman County, Texas, a certified copy of this Ordinance.

**Section 4.** That the official map and boundaries of the City and its extraterritorial jurisdiction as previously adopted, are amended to include the Property as a part of the City of Terrell, Texas and the extraterritorial jurisdiction is extended in accordance with law, and the City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add such territory as required by law.

**Section 5.** That should this Ordinance for any reason be ineffective as to any part of the Property hereby annexed to the City of Terrell, such ineffectiveness of this Ordinance as to any such part or parts of the Property shall not affect the effectiveness of this Ordinance as to the remainder of the Property. That the City Council hereby declares it to be its purpose to annex to the City of Terrell every part of the Property described in Section 1 of this Ordinance. That provided, further, that if there is included within the description of the Property set out in Exhibit “A” of this Ordinance any lands or area which are presently part of and included within the lawful corporate limits of the City of Terrell, or which are not within the City of Terrell’s jurisdiction to annex, the same is hereby excluded and excepted from the Property to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

**Section 6.** That this Ordinance shall take effect immediately upon its approval on second reading.

**PASSED** by an affirmative vote of the Terrell City Council this the \_\_\_\_ day of December, 2020, at \_\_\_\_\_ o'clock p.m.

**ADOPTED** by an affirmative vote of the Terrell City Council this the \_\_\_\_ day of January, 2021, at \_\_\_\_\_ o'clock p.m.

\_\_\_\_\_  
E. RICK CARMONA, Mayor

ATTEST:

\_\_\_\_\_  
Dawn Steil, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary Gayle Ramsey, City Attorney

Ordinance # ?

"EXHIBIT A"

**LEGAL DESCRIPTION**

**STATE OF TEXAS**

**COUNTY OF KAUFMAN**

Being a tract or parcel of land in the J.M.H. Chisholm Survey, Abstract 105, Kaufman County, Texas, said tract also being a part of Lot 16 of the Princeton Estates Subdivision P.C. 2 Env. 266 of the Plat Records of Kaufman County, and being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Lot 16 of the Princeton Estates Subdivision;

THENCE S 47 deg. 02 min. 26 sec. West a distance of 50.02 feet to the **POINT OF BEGINNING**;

THENCE S 44 deg. 27 min. 24 sec. East a distance of 137.85 feet to a point for corner;

THENCE S 47 deg. 02 min. 26 sec. West a distance of 334.41 feet to a point for corner, said point being the Southeast corner of Lot 16, said point also being along the Terrell City Limit line;

THENCE N 42 deg. 36 min. 51 sec. West along said Terrell City Limit line and the Southwest line of said Lot 16 a distance of 136.50 feet to a point for corner, said point being the Southwest corner of Lot 16;

THENCE N 47 deg. 02 min. 26 sec. East a distance of 330.02 feet to the **POINT OF BEGINNING** and containing 1.041 acres of land More or Less.

