

ORDINANCE NO. 26-0311

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH MULBERRY APARTMENTS LP FOR THE CONSTRUCTION OF A REPLACEMENT EIGHT (8") INCH WATER LINE ALONG MULBERRY STREET, PRIOR TO FUTURE CIP PROJECT 180007-1 IN ORDER TO ACCOMMODATE THE FUTURE CIP IMPROVEMENTS IN THE AREA FOR DENTON WATER UTILITIES; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFORE IN AN AMOUNT NOT-TO-EXCEED \$140,085.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Developer owns approximately 1.47 acres of land more commonly known as 216 W. Mulberry St., and platted as Hall-Lewis Addition Lot 1, Block A and the property will be established as a multi-family residential use with parking, as depicted on Exhibit "A", attached hereto (the "Renegade Development"); and

WHEREAS, City's Capital Improvement Plan, project CIP 180007-1 includes stormwater, water, sewer, and street improvements on Mulberry Street, as depicted on Exhibit "B" (collectively, the "CIP Improvements"); and

WHEREAS, the CIP Improvements are currently in design and are scheduled to be constructed in Q2 of 2026; based on this design, the existing 4-inch water line on Mulberry Street will need to be removed and replaced with an 8-inch water line (the "Replacement Water Line"). The new line will be installed under approximately 3.5 to 4.0 feet of cover and will be located slightly offset from the existing alignment to accommodate the future CIP Improvements. The total Replacement Water Line is approximately 540 linear feet. As part of the installation, Developer will extend the water line 20 feet beyond the existing master meter to allow future CIP water improvements to connect as depicted on Exhibit "B"; and

WHEREAS, the Renegade Development is currently in construction and Developer's project timeline necessitates tying into the City's water system prior to the CIP Improvements being completed; and

WHEREAS, in order to preserve its project timeline, Developer will construct the Replacement Water Line; and

WHEREAS, upon completion and acceptance of the Replacement Water Line, the City will reimburse Developer in an amount not-to-exceed One Hundred Forty Thousand Eighty-Five Dollars and 00/100 (\$140,085.00) (the "Project Amount"), in consideration of City not having to complete the construction of the Replacement Water Line as part of the CIP Improvements; and

WHEREAS, the total costs for the Replacement Water Line is provided in Exhibit "C", attached hereto and incorporated for all purposes; and

WHEREAS, Developer will use the CIP Improvements designs provided by the City in submitting their Replacement Water Line construction drawings for review, approval, and inspection of any such required permits by the City; and

WHEREAS, the Parties desire to enter this Agreement to memorialize the Developer's obligation to construct the Replacement Water Line and City's obligation to reimburse the Developer upon completion and acceptance of the Replacement Water Line; and

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance and are true and correct.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Interlocal Agreement, attached hereto and incorporated herein as Exhibit 1 (the "Development Agreement").

SECTION 3. The City Council hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under the Development Agreement and this ordinance to the City Manager of the City of Denton or their designee.

SECTION 4. The City Council hereby authorizes the expenditure of funds in the amount authorized by the Development Agreement.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [__ - __]:

STATE OF TEXAS §
 §
COUNTY OF DENTON §

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into by Mulberry Apartments LP (“**Developer**”), acting by and through its duly authorized officers, with a principle place of business located at 5950 Berkshire Lane Suite 900, Dallas, TX 75225, and between the City of Denton (“**City**”), a home-rule city and a political subdivision of the State of Texas, acting by and through its duly authorized officers (Developer and City, herein referred to individually as “**Party**” and collectively as the “**Parties**”); is effective March ____, 2026 (the “**Effective Date**”).

RECITALS:

WHEREAS, Developer owns approximately 1.47 acres of land more commonly known as 216 W. Mulberry St. and platted as Hall-Lewis Addition Lot 1, Block A and the property will be established as a multi-family residential use the parking, as depicted on **Exhibit “A”**, attached hereto (the “**Renegade Development**”); and

WHEREAS, City’s Capital Improvement Plan, project CIP 180007-1 includes stormwater, water, sewer, and street improvements on Mulberry Street, as depicted on **Exhibit “B”** (collectively, the “**CIP Improvements**”); and

WHEREAS, the CIP Improvements are currently in design and are scheduled to be constructed in Q2 of 2026; based on this design, the existing 4-inch water line on Mulberry Street will need to be removed and replaced with an 8-inch water line (the “**Replacement Water Line**”). The new line will be installed approximately 3.5 to 4.0 feet of cover and will be located slightly offset from the existing alignment to accommodate the future CIP Improvements. The total Replacement Water Line is approximately 540 linear feet. As part of the installation, Developer will extend the water line 20 feet beyond the existing master meter to allow future CIP water improvements to connect as depicted on **Exhibit “B”**; and

WHEREAS, the Renegade Development is currently in construction and Developer’s project timeline necessitates tying into the City’s water system prior to the CIP Improvements being completed; and

WHEREAS, in order to preserve its project timeline, Developer will construct the Replacement Water Line; and

WHEREAS, upon completion and acceptance of the Replacement Water Line, the City will reimburse Developer in an amount not-to-exceed One Hundred Forty Thousand Eighty-Five Dollars and 00/100 (\$140,085.00) (the “**Project Amount**”), in consideration of City not having to complete the construction of the Replacement Water Line as part of the CIP Improvements; and

WHEREAS, the total costs for the Replacement Water Line is provided in **Exhibit “C”**, attached hereto and incorporated for all purposes; and

WHEREAS, Developer will use the CIP Improvements designs provided by the City in submitting their Replacement Water Line construction drawings for review, approval, and inspection of any such required permits by the City; and

WHEREAS, the Parties desire to enter this Agreement to memorialize the Developer’s obligation to construct the Replacement Water Line and City’s obligation to reimburse the Developer upon completion and acceptance of the Replacement Water Line; and

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the Parties agree as follows:

SECTION 1. PROJECT DESCRIPTION

1. The City’s Capital Improvement Plan calls for stormwater improvements on Mulberry Street, via project CIP 180007-1. The Renegade Development entails storm water, water, sewer and street improvements on Mulberry Street. The Renegade Development is currently in construction and will be completed before the CIP Improvements are complete. The 4-inch waterline will be removed and replaced with a 8-inch water line. This Replacement Water Line will be installed approximately 3.5 to 4.0 feet of cover and will be located slightly offset from the existing alignment to accommodate the future CIP Improvements and as further described in the Recitals above.

SECTION 2. DESIGN AND CONSTRUCTION

1. Developer shall use CIP Improvements designs provided by the City in submitting Developer’s Replacement Water Line construction drawings for review and approval. Developer shall secure necessary permits for the Replacement Water Line construction via standard City’s processes and reviews. Developer shall begin construction of the Replacement Water Line within sixty (60) days of receiving all required permits and approvals from the City. Developer shall pursue the work to completion and shall complete construction in compliance with the permits.

2. The City has approved the design and construction of the Replacement Water Line
3. The City has agreed to contribute an amount not to exceed One Hundred Forty Thousand Eighty-Five Dollars and 00/100 (\$140,085.00) (the “**Project Amount**”) out of the total cost of the Replacement Water Line as shown on **Exhibit “C”**.

SECTION 3. CITY RESPONSIBILTY AND REIMBURSEMENT SCHEDULE

1. City shall reimburse Developer for the Water Line Replacement removal and construction portion of the stormwater improvements on Mulberry Street related to City’s Capital Improvement Plan project CIP 180007-1.
2. Upon City’s inspection and acceptance of the Water Line Replacement, City shall have sixty (60) calendar days to reimburse Developer the Project Amount.
3. The Project Amount represents the sole, total, and complete amount that City shall reimburse Developer for the Replacement Water Line. The City shall not, in any case, be liable for any additional cost because of delays in beginning, continuing, or completing construction; changes in the price or cost of materials, supplies, or labor; unforeseen or unanticipated cost because of topography, soil, subsurface, or other site conditions; differences in the calculated and actual per linear feet of pipe or materials needed for the Replacement Water Line; Developer’s decision as to the contractors or subcontractors used to perform the work; or any other reason or cause, specified or unspecified, relating to the construction of the Replacement Water Line.

SECTION 4. REMEDIES

If a default by Developer occurs and continues after sixty (60) days’ written notice to cure a default by City, City may, at its sole option but in the exercise of good faith, terminate this Agreement in accordance with Texas law, with written notice to or demand upon Developer.

All warranty and indemnification obligations herein shall survive any termination or assignment unless the Party warranting, or indemnifying, is released by the other Party. Nothing in this Section shall be construed to waive any sovereign, governmental immunity available to City, or its council, employees, and/or agents, under Texas law. Nothing in this Section, nor the election of the City to not exercise a right or seek a remedy at a particular time, shall be construed as a waiver or release of any right, remedy, or cause of action that is available to the City under or as a result of this Agreement, in equity or at law.

SECTION 5. VENUE AND GOVERNING LAW

This Agreement is performable in Denton County, Texas, and venue of any action arising out of this Agreement shall be exclusively in Denton County, Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

SECTION 6. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. Mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either Party to designate a different address by notice given in the manner just described.

If intended for City to: The City of Denton

Sara Hensley, City Manager
215 East McKinney
Denton, Texas 76201

With a copy to:

City of Denton
215 E. McKinney Street
Denton, Texas 76201
Attention: Mack Reinwand
City Attorney
Fax No.: (940) 382-7923

If intended for Developer to:

Mulberry Apartments LP
5950 Berkshire Lane Suite 900
Dallas, TX 75225
Attn: Hayden Lundsford

SECTION 8. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable state and federal laws. The Parties stipulate that this Agreement does not satisfy any other development obligation under law or City ordinances; provided, however, that this Agreement is enforceable and in compliance with all applicable laws.

SECTION 9. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 10. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 11. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 12. SUCCESSORS AND ASSIGNS

The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of whether the Renegade Development is completed by Developer or as any other alternative use.

SECTION 13. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters contained in this Agreement and, except as otherwise provided in this Agreement, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement. The scope of this Agreement is limited to the specific obligations of the Developer set forth in Section 2 and the obligations of the City set forth in Section 3, all which are further described in the Recitals hereof. The Parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code.

EXECUTED on the Effective Date, by the City, signing by and through its City Manager, and by the Developer, acting through its duly authorized officers.

CITY OF DENTON

Sara Hensley
City Manager

BY: _____

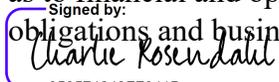
ATTEST:

Ingrid Rex, City Secretary

By: _____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED

as to financial and operational
obligations and business terms.

Signed by:

053574243FF941B...

Signature
Interim Director

Title
Development Services

Department
Date Signed: 3/10/2026

APPROVED AS TO LEGAL FORM:

Mack Reinwand, City Attorney

Signed by:

By: _____
F8A693B3BA51486...

DEVELOPER

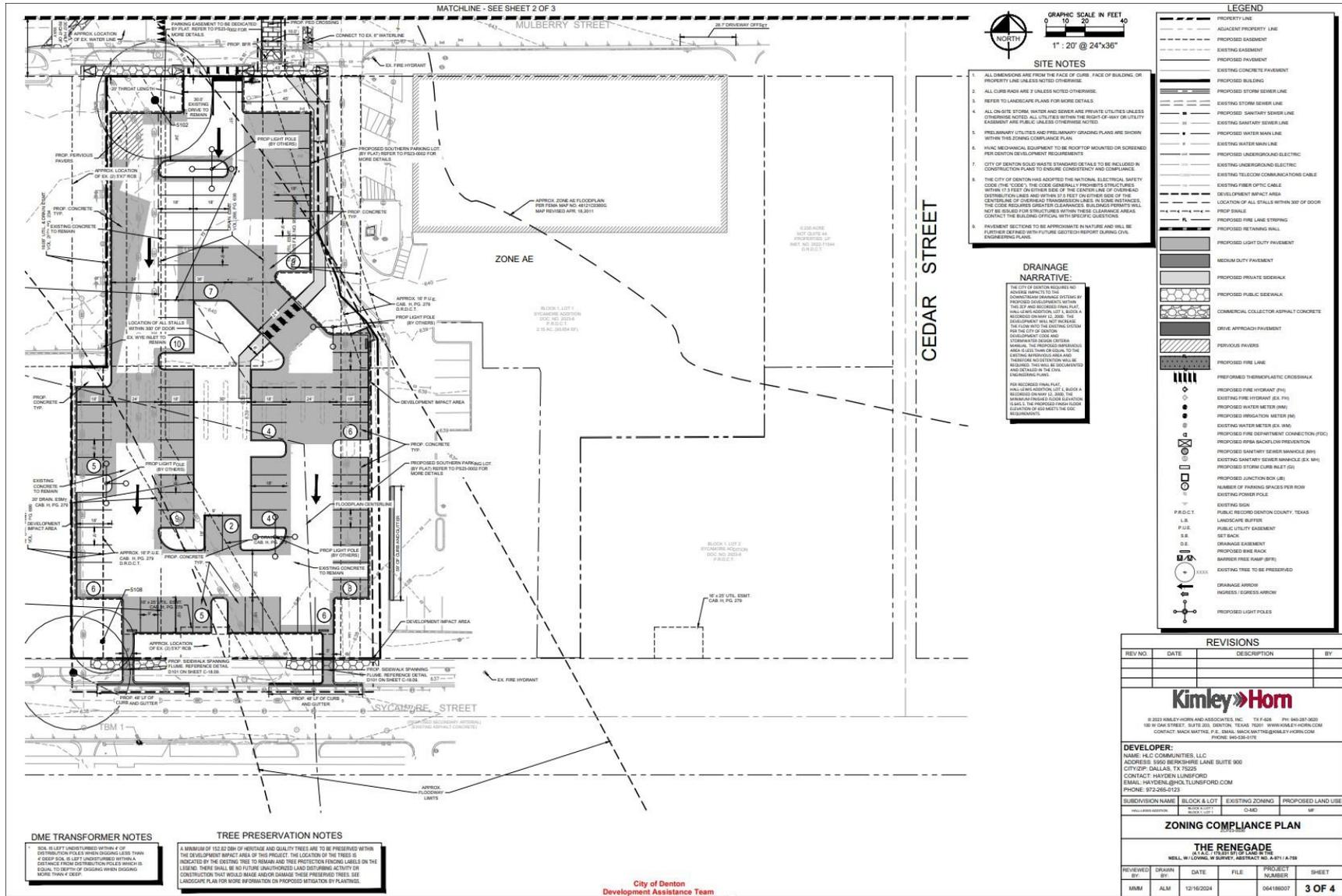
Mulberry Apartments LP, a Texas limited partnership

By: Mulberry Apartments GP, LLC,
a Texas limited liability company,
its general partner

By: 
R. Holt Lunsford, Manager

Exhibit "A"

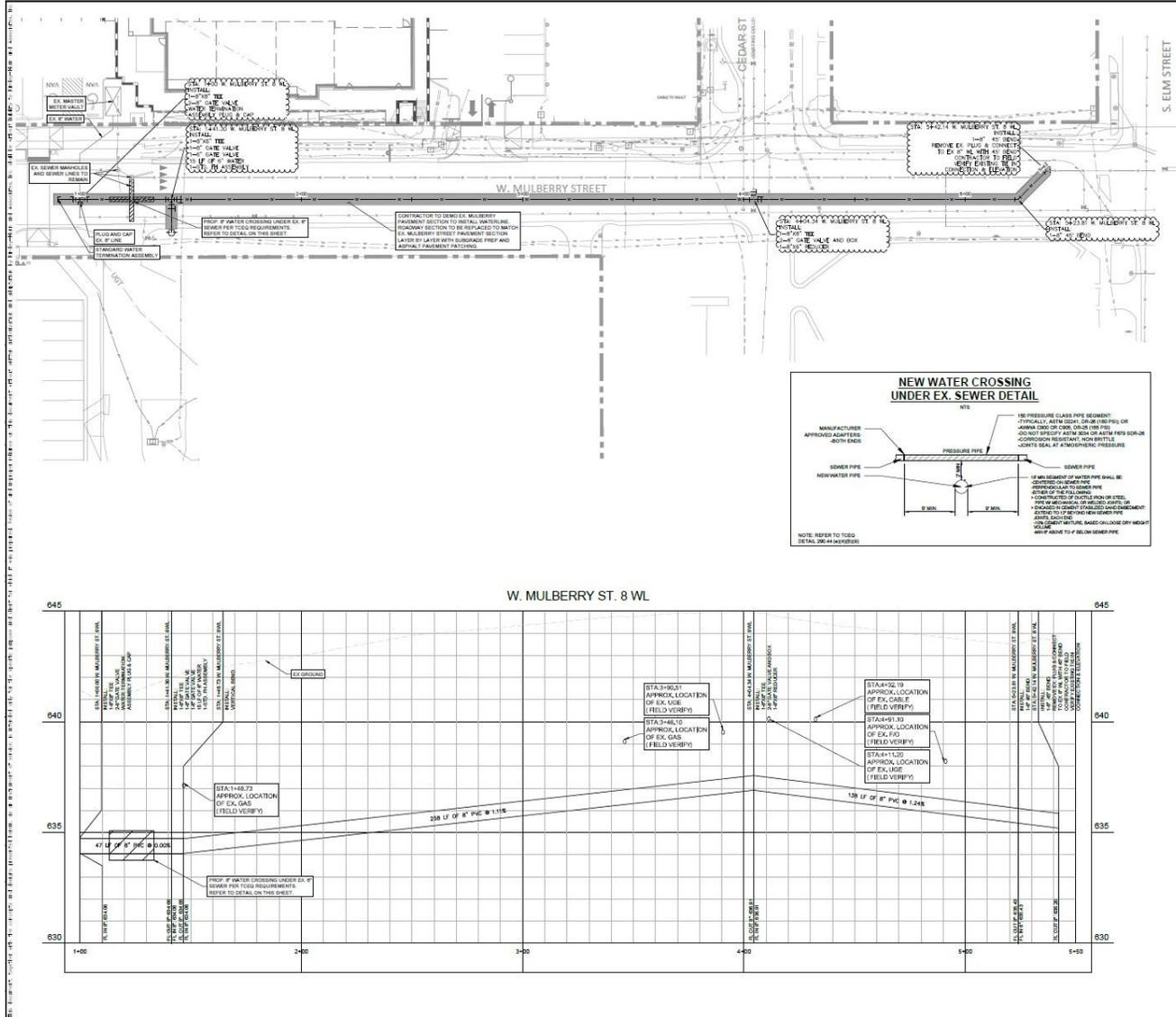
Subject Property; Approved Zoning Compliance Plan



City of Denton
Development Assistance Team

Exhibit "B"

Water Plan and Profile Sheet



NORTH

GRAPHIC SCALE IN FEET
1" = 20'

SCALE: 1" = 20' @ 24"x36"

LEGEND

- PROPERTY LINE
- - - PROPOSED WATER LINE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED WATER VALVE
- PROPOSED TEE
- PROPOSED BEND
- PROPOSED REDUCER
- EXISTING MASTER METER VAULT
- PROPOSED LIGHT POLE
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- EXISTING FIRE HYDRANT
- EXISTING STORM MANHOLE
- EXISTING SAN. MANHOLE
- EXISTING SIGN
- MULBERRY ST. COLLECTORS ASPHALT CONCRETE

- UTILITY NOTES**
- SEE MEP PLANS FOR ALL UTILITY CONNECTIONS INTO BUILDING.
 - WATER AND SEWER LINES SHALL BE 8 FEET FROM BUILDING FOR SERVICE CONNECTION UNLESS OTHERWISE NOTED.
 - A FIVE FOOT CLEARANCE SHALL BE MAINTAINED AROUND ALL FIRE HYDRANTS.
 - REFER TO DETAILS FOR WATER METER, METER BOX, FIRE HYDRANT, VALVE, VALVE BOXES AND SERVICE INSTALLATION.
 - REFER TO DETAILS FOR TRENCHING, BEDDING, BACK FILL, AND TRENCH COMPLETION REQUIREMENTS.
 - WATER AND SANITARY SEWER PIPE SHALL BE CONSTRUCTED OF BURIED OR MECHANICAL JOINT CAST OR DUCTILE IRON PIPE, ABS/HDPE/CLAY PRESSURE PIPE, PRECAST CONCRETE PIPE, OR PVC PIPE.
 - TAPS MADE TO EXISTING WATERLINES OR RELOCATION OF FIRE HYDRANT SHALL BE DONE BY THE CITY OF DENTON AT THE CONTRACTOR'S EXPENSE. CONTACT THE WATER DEPARTMENT AT 817-325-3000.
 - ALL METERS 2" AND SMALLER SHALL BE FURNISHED AND INSTALLED BY CITY WATER UTILITIES FOR FREE FOR THE CURRENT FEE SCHEDULE. ALL METERS 3" AND LARGER AND THEIR ASSOCIATED VALVES SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR AT THEIR EXPENSE AND INSPECTED BY PUBLIC WORKS INSPECTION OR CITY WATER UTILITIES.
 - ALL WATER MAINS 12" AND SMALLER TO HAVE A MINIMUM OF 8" OF COVER.

BENCHMARKS

BM 36 CITY OF DENTON BENCHMARK NO. 36 LOCATED ON THE NORTHWEST CORNER OF AN INLET AT THE NORTHWEST CORNER OF BELL AND MULBERRY. ELEVATION: 89.70 (FIELD BASED ON NAVD83 DATUM N. 2011 STATE E. 80053800)

BM 4 1/2" SET ON THE SOUTH CURBLINE OF ESCADORA STREET, LOCATED APPROXIMATELY 100' WEST OF THE INTERSECTION OF ESCADORA STREET AND NORTH SELIM STREET. ELEVATION: 89.70 (FIELD BASED ON NAVD83 DATUM N. 27893207 E. 96111840)

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

NITMAD UTILITIES LOCATED BY NITMAD NOT 811

!WARNING!

EXISTING UTILITIES IN THIS AREA. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY COMPLETELY UNDISCOVERED CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHEN NECESSARY. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WITH THE UTILITY PROVIDER OR NOT SHOWN, IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

<p>Kimley Horn</p> <p>2000 DOWNEY PERFORMANCE DRIVE, SUITE 1000 DENTON, TEXAS 76201-1000 PHONE: 817-325-3000 FAX: 817-325-3000 WWW.KIMLEYHORN.COM</p>	<p>WATER PLAN AND PROFILE</p> <p>W MULBERRY STREET WATERLINE</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>
<p>DATE: 10/22/2025 DRAWN BY: CMM CHECKED BY: CMM APPROVED BY: CMM</p>	<p>TEXAS REGISTERED PROFESSIONAL ENGINEER, P.E. 828</p>

Exhibit "C"
Cost Estimate

Section A: Potable Water Facilities (Public)

Item	Description	Quantity	Unit	Unit Price	Total
1	8" C900, DR-14, Class 200, PVC Water	470	lf	\$ 59.90	\$ 28,153.00
2	6" C900, DR-14, Class 200, PVC Water	15	lf	\$ 49.80	\$ 747.00
3	8" Gate Valve & Box	5	ea	\$ 2,769.00	\$ 13,845.00
4	6" Gate Valve & Box	1	ea	\$ 2,000.00	\$ 2,000.00
5	Standard Fire Hydrant	1	ea	\$ 5,848.00	\$ 5,848.00
6	Connect to 8" Existing Water	1	ea	\$ 2,850.00	\$ 2,850.00
7	Cut and Connect to Existing 6" Water	1	ea	\$ 2,850.00	\$ 2,850.00
8	8x8 Tee	2	ea	\$ 2,006.00	\$ 4,012.00
9	8x6 Tee	1	ea	\$ 1,250.00	\$ 1,250.00
10	8" Vertical 45	4	ea	\$ 1,331.00	\$ 5,324.00
11	8" 45	2	ea	\$ 850.00	\$ 1,700.00
12	8x6 Reducer	1	ea	\$ 706.00	\$ 706.00
13	8" Plug	1	ea	\$ 563.00	\$ 563.00
14	8" Plug on Existing	1	ea	\$ 563.00	\$ 563.00
15	6" Plug	1	ea	\$ 488.00	\$ 488.00
16	CSS Encasement	20	lf	\$ 85.00	\$ 1,700.00
17	Encase Existing 6" Sewer Line	20	lf	\$ 96.00	\$ 1,920.00
18	Remove and replace sidewalk	3	sy	\$ 116.00	\$ 348.00
19	Remove and replace asphalt paving	280	sy	\$ 230.00	\$ 64,400.00
20	Traffic Control	1	ls	\$ 9,375.00	\$ 9,375.00
21	Trench Safety	485	lf	\$ 2.80	\$ 1,358.00
22	Layout	1	ls	\$ 4,375.00	\$ 4,375.00
SUBTOTAL: SECTION A					\$ 154,375.00

Section B: Misc. Facilities

Item	Description	Quantity	Unit	Unit Price	Total
1	Haul off Spoils	310	cy	\$ 20.00	\$ 6,200.00
SUBTOTAL: SECTION B					\$ 6,200.00

Section C: General Conditions

Item	Description	Quantity	Unit	Unit Price	Total
1	Survey/Asbuilt (BGE)	1	ls	\$ 4,500.00	\$ 4,500.00
2	UES Soil and Concrete Testing	1	ls	\$ 5,500.00	\$ 5,500.00
3	City Required Maintenance Bond	1	ls	\$ 4,950.00	\$ 4,950.00
4	Engineering Inspection Fees Estimate	1	ls	\$ 5,000.00	\$ 5,000.00
5	General Contractor Fee	1	% A+B	5.00%	\$ 8,028.75
6	Contingency	1	% A+B	4.00%	\$ 6,423.00
SUBTOTAL: SECTION C					\$ 34,401.75

Section D: SWPPP

Item	Description	Quantity	Unit	Unit Price	Total
2	Silt Fence	100	lf	\$ 3.50	\$ 350.00
3	Tubular Wattle	950	lf	\$ 3.95	\$ 3,752.50
4	Storm Inlet Protector	2	ea	\$ 195.00	\$ 390.00
5	Crew and Equipment	1	ea	\$ 295.00	\$ 295.00
SUBTOTAL: SECTION D					\$ 4,787.50

Total: \$ 199,764.25