

**CITY OF SHERMAN
CITY COUNCIL CALLED MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
TUESDAY, JANUARY 18, 2022
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SHAWN TEAMANN**
- A. 3. INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 3, 2022**

Citizen Comments

B. 1. CITIZEN COMMENTS

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

Consent Agenda

C. 1. CONSENT AGENDA

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

Public Hearing

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6452

Amending Chapter 7, Entitled "Municipal Court", Article 7.02, Entitled "Municipal Court Building Security Fund", at Sections 7.02.001, 7.02.002 and 7.02.003, and Section 7.03, Entitled "Municipal Court Technology Fund", at Sections 7.03.001, 7.03.002, 7.03.003 and 7.03.004; Modifying Certain Provisions Requiring Assessment and Payment of Municipal Court Fees and Costs in Accordance with Applicable Law; Providing For inclusion in The Code of Ordinances; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date;

Close Public Hearing and Consider Adoption of Ordinances

D. 2. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6452.

Resolutions

E. 1. JOINT RESOLUTION NO. 6834

A Joint Resolution of the Board of Trustees of the Sherman Independent School District and the City Council of the City of Sherman, Texas, Adopting an Interlocal Cooperative Agreement for Use of Veterans Field at Fairview Park

E. 2. RESOLUTION NO. 6835

Authorizing Submission of a Grant Application and the Acceptance of the General Victim Assistance Grant Program, FY2023 through the Office of the Governor, Public Safety Office, Criminal Justice Division

E. 3. RESOLUTION NO. 6836

Authorizing the Execution of Amendment #1 to the Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for a Federal-Aid Highway Project to Replace a Bridge Off the State System for the South Travis Street Bridge in the City of Sherman

E. 4. RESOLUTION NO. 6837

Authorizing Execution of a Professional Engineering Design Services Agreement with Birkhoff, Hendricks & Carter, L.L.P. for Design of the Shepherd Drive Sewer Extension Project

E. 5. RESOLUTION NO. 6838

Authorizing Execution of a Professional Services Agreement with Halff Associates, Inc. for the Update of the City of Sherman's Comprehensive Master Plan

E. 6. RESOLUTION NO. 6839

Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc for Providing Professional Consulting Services for the Pavement Management Program.

E. 7. RESOLUTION NO. 6840

Determining a Public Necessity to Acquire by Eminent Domain Certain Property in Fee Simple for Public Use, Including the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements, Including the Public Water Treatment Plant Expansion And Improvement Project And Other Public Utility Projects, Consisting of a 39.95-Acre Tract of Land Conveyed to Barrett Keith Brown as Recorded in Volume 4902, Page 308 of the Deed Records of Grayson County, Texas, Within the John Goode Survey, Abstract No. 468, City of Sherman, Grayson County, Texas, and Other Tracts of Land in the Vicinity of the Existing Public Water Treatment Plant, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire Certain Property for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Property, Offering to Acquire the Property, Voluntarily, from the Landowner(s) Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

E. 8. * RESOLUTION NO. 6841

Authorizing the Purchase of a New 2022 Autocar Sidewinder ASL from Chastang Enterprises for the Solid Waste Department through Buyboard

Requests to Advertise

- F. 1. * REQUEST TO ADVERTISE**
Ida Road Ground Storage Tank Rehabilitation

Change Orders

- G. 1. EMERGENCY CHANGE ORDER NO. 1**
North Travis Water Line Replacement / US 75 Water Line Crossing; Hayes Construction, LLC;
\$53,013.00 Increase

Other Business

- H. 1. OTHER BUSINESS**
Ratifying the Emergency Execution of a Professional Service Agreement with Eaton Corporation for the Installation of a New Switchgear/Automatic Transfer Switch (SWGR/ATS).
- H. 2. OTHER BUSINESS**
Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp
- H. 3. * OTHER BUSINESS**
Approve Quarterly Investment Report for Quarter Ended December 31, 2021
- I. COUNCIL COMMENTS**

Executive Session

- J. 1. EXECUTIVE SESSION**
In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:
- | | |
|------------------------------|--|
| Tex. Gov't Code §
551.071 | Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

(a) Receive legal advice regarding proposed airport access agreement for development adjacent to the Sherman Municipal Airport and related issues |
| Tex. Gov't Code §
551.072 | Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

(a) Deliberation regarding the purchase and value of real property generally located adjacent to the Public Water Treatment Plant |

Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. (a) Greater Texoma Utility Authority Board of Directors (2)
Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. (a) Sherman Hospital Project
Tex. Gov't Code § 551.089	Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

K. 1. OPEN MEETING
Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Called Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on January 14, 2022 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 14th day of January, 2022.
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Pamela L. Howeth

Council Members

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

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

A. 4.

Meeting Date: 01/18/2022

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 3, 2022

Attachments

January 3, 2022

January 3, 2022

**MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR PAM HOWETH.
COUNCIL MEMBERS DOBBS, MARROQUIN, STEVENSON.**

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

CITIZEN'S COMMENTS

CONSENT AGENDA

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Stevenson moved to approve the Consent Agenda, with the exception of Item G-4, subject to the Staff Review Letter. Item G-4 will be considered in its regular order of business. Second by Deputy Mayor Howeth. All present voted AYE.

Mayor Plyler introduced Ordinance No. 6444 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS, AT CHAPTER 13 (UTILITIES), ARTICLE 13.07 (WATER, SEWERS AND SEWAGE DISPOSAL), DIVISION 5 (REGULATIONS FOR DISPOSAL OF INDUSTRIAL WASTE); MODIFYING REGULATIONS GOVERNING THE CITY'S INDUSTRIAL WASTE PRETREATMENT PROGRAM TO INCORPORATE STREAMLINING RULE PROVISION REQUIRED BY FEDERAL AND STATE REGULATIONS (40 CFR 403 AND 30 TAC CHAPTER 315), AS SET FORTH IN THE CITY'S TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (PTDES) PERMIT ISSUED ON AUGUST 19, 2020; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING A REPEALING CLAUSE, A SEVERABILITY CLAUSE AND A PENALTY CLAUSE.

ORD 6444
INDUSTRIAL WASTE
PRETREATMENT
PROGRAM

Clint Philpott, Assistant City Manager, said this ordinance modifies the City's pretreatment program to incorporate the State required provisions that were approved in August 2020 for the permit that was issued.

A lot of these are mandatory language changes, or discrepancies found when the engineers reviewed the program, that helped streamline the process.

The State has approved this ordinance and the next step is for the City Council to approve it. It will then be official.

No citizens appeared before the City Council to discuss Ordinance No. 6444.

Mayor Plyler introduced Ordinance No. 6445 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 36.892 ACRES GENERALLY LOCATED OFF OF FM 131 NORTH, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ORD 6445
ANNEXATION
FM 131 NORTH
(BMT GLOBAL)

Mr. Philpott said the Council approved the schedule for this annexation at the last Council Meeting. The owners of the property requested the annexation.

COUNCIL MINUTES – JANUARY 3, 2022

There is also a request on this agenda, to change the front six acres along Travis Street to C-1 for commercial development.

Terry Miller, 822 N. FM 1417, Sherman

Mr. Miller is one of the managing partners of the owner, BMT Global. He was available to answer any questions that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6445.

Mayor Plyler introduced Ordinance No. 6446 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW (44) PATIO HOMES IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT IN THE 1000-1500 BLOCKS OF WEST MOORE STREET, BEING LOTS 10-18, BLOCK 1, ALL OF BLOCKS 2 AND 3, PARTS OF THE ADJACENT ROAD RIGHTS-OF-WAY AND ALLEYS TO BLOCKS 1, 2 AND 3 OF RANDOLPH HEIGHTS ADDITION (CHAMPAGNE DEVELOPMENT, LLC, OWNER; HOLLEY JOLLY DEVELOPMENTS, LLC, DEVELOPER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6446
SUP FOR 44
PATIO HOMES
(1000-1500 BLOCKS
W. MOORE ST)

Rob Rae, Director of Development Services, said this item is for a Specific Use Permit to allow 44 patio homes along West Moore Street.

The area was platted decades ago, and the developer would like to replat the lots into 40-foot lots, and obtain the patio home designation. They have provided the required open space.

The Planning and Zoning Commission recommended approval of the SUP, with the condition that the corner lots be increased to 45 feet.

Josh Holley, 3348 W. Stafford, Denison

Mr. Holley appeared representing Holley Jolly Developments, Developer for the project. He was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6446.

Mayor Plyler introduced Ordinance No. 6447 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT AN AMENDMENT TO A SPECIFIC USE PERMIT AND SITE PLAN APPROVAL UNDER ORDINANCE NO. 2280, SECTION 8, SUBSECTION (5)(A) FOR A YOUTH HALL/GYM ADDITION IN AN R-1 (ONE-FAMILY

ORD 6447
SUP AMENDMENT
FOR CHURCH FOR
YOUTH HALL/GYM
(2605 REX CRUSE)

RESIDENTIAL) DISTRICT WITH A SPECIFIC USE PERMIT TO ALLOW A CHURCH AT 2605 REX CRUSE DRIVE, BEING LOTS 1-6, JOE PRICE SUBDIVISION (NORTH PARK BAPTIST CHURCH, OWNERS; AND KENT SALISBURY, DAVID BACA STUDIOS, ARCHITECT); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Mr. Rae said North Park Baptist Church currently has a Specific Use Permit to allow a church in a residential district. They are changing their Site Plan, which means they need to amend the SUP. They are increasing it and adding a youth hall and a gym addition to the site.

The Planning and Zoning Commission recommended approval of the Amendment to the Specific Use Permit and Site Plan.

No citizens appeared before the City Council to discuss Ordinance No. 6447.

Mayor Plyler introduced Ordinance No. 6448 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A PERMANENT MAKEUP, MICRO-BLADING/EYEBROW SHADING, EYE LINER AND LIP BLUSHING IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 240 EAST EVERGREEN STREET, BEING PART OF LOT 2, BLOCK 1, KERRS N WALNUT ADDITION (OVERMORE LLC, OWNER; DAN NEWAL, REPRESENTATIVE; AND JOANNA PEACOCK AND ADRIANNA LEGROS, APPLICANTS) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6448
SUP FOR
PERMANENT MAKEUP
(240 E. EVERGREEN)

Mr. Rae said this Specific Use Permit is to allow permanent makeup for the two named applicants, at 240 East Evergreen Street. The Planning and Zoning Commission recommended approval of the Specific Use Permit.

The applicants were in attendance to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6448.

Mayor Plyler introduced Ordinance No. 6449 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 901, 903, 917 AND 921 EAST HOUSTON STREET AND 910 EAST CHAFFIN STREET, BEING 1.695 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 AND BEING PART OF BLOCK 19, CHAFFIN'S ADDITION (HOPE ON HOUSTON, INC, OWNER AND HELVEY-WAGNER SURVEYING,

ORD 6449
ZONE CHANGE
(901, 903, 917, & 921
E. HOUSTON &
910 E. CHAFFIN)

COUNCIL MINUTES – JANUARY 3, 2022

INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this is for a zone change from R-1 to C-1. The applicant is looking at two uses. They want to have a café at the house on Houston Street, and a church on the rest of the site. The church would continue in a similar use as in the past. They requested to zone the entire property from R-1 to C-1.

The Planning and Zoning Commission recommended approval of the zone change.

Gail Utter, 2610 Shenandoah Circle, Sherman

Ms. Utter appeared representing the request, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6449.

Mayor Plyler introduced Ordinance No. 6450 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 1000-1100 BLOCKS OF EAST PEYTON, BEING 15.228 ACRES IN THE J.B. McANAIIR SURVEY, ABSTRACT NO. 763, THE SMITH McGLOTHLIN SURVEY, ABSTRACT NO. 808 AND THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (JAMES R. MELTON, JR., OWNER; NAVEEN KHAMMAMPATI, TURNKEY TRACT, CIVIL ENGINEER/REPRESENTATIVE; LONESTAR LAND SURVEYING, LLC AND SUTTON & CROW SURVEYING (ENGINEERING SERVICES, SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6450
ZONE CHANGE
(1000-1100 BLOCKS
E. PEYTON)

Mr. Rae said this was for a zone change for C-2 (General Commercial) to R-2 (Multi-Family). The developer would like to build a duplex subdivision, with approximately 45 lots and 90 units.

He said a number of citizens attended the Planning and Zoning Commission Meeting to voice opposition. Their main concerns were concerning noise, traffic, flooding, and privacy.

The Planning and Zoning Commission did recommend approval of the zone change.

The applicant was in attendance to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6450.

Mayor Plyler introduced Ordinance No. 6451 and called for a public hearing:

ORD 6451
ZONE CHANGE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, AT 4518 NORTH TRAVIS STREET, BEING 6 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647 (BMT GLOBAL, OWNER; BRANDON SMITH, PROSPECTIVE BUYER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

(4518 N. TRAVIS)

Mr. Rae said this zone change relates to the annexation mentioned earlier. This is for the six acres along North Travis Street, which would be annexed in as RA. They are requesting that is be rezoned to C-1, for the development of a retail commercial site.

The Planning and Zoning Commission recommended approval of the zone change.

Mr. Miller was also available to answer any questions about this request.

No other citizens appeared before the City Council to discuss Ordinance No. 6451.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6445

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 36.892 ACRES GENERALLY LOCATED OFF OF FM 131 NORTH, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ORD 6445
ANNEXATION
FM 131 NORTH
(BMT GLOBAL)

Mayor Plyler said Ordinance 6445 must be considered separately from the other ordinances and before the zone change on this property.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance No. 6445, as presented. Second by Council Member Dobbs.

COUNCIL MINUTES – JANUARY 3, 2022

VOTING AYE: Dobbs, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6446

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW (44) PATIO HOMES IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT IN THE 1000-1500 BLOCKS OF WEST MOORE STREET, BEING LOTS 10-18, BLOCK 1, ALL OF BLOCKS 2 AND 3, PARTS OF THE ADJACENT ROAD RIGHTS-OF-WAY AND ALLEYS TO BLOCKS 1, 2 AND 3 OF RANDOLPH HEIGHTS ADDITION (CHAMPAGNE DEVELOPMENT, LLC, OWNER; HOLLEY JOLLY DEVELOPMENTS, LLC, DEVELOPER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6446
SUP AMENDMENT
FOR CHURCH
(2605 REX CRUSE)

Council Member Stevenson wanted to consider Ordinance 6446 separately, since consideration of a Replat was contingent on it.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance No. 6446, with the addition that the corner lots be widened to 45 feet.

Second by Deputy Mayor Howeth.

VOTING AYE: Dobbs, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6444

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS, AT CHAPTER 13 (UTILITIES), ARTICLE 13.07 (WATER, SEWERS AND SEWAGE DISPOSAL), DIVISION 5 (REGULATIONS FOR DISPOSAL OF INDUSTRIAL WASTE); MODIFYING REGULATIONS GOVERNING THE CITY'S INDUSTRIAL WASTE PRETREATMENT PROGRAM TO INCORPORATE STREAMLINING RULE PROVISION REQUIRED BY FEDERAL AND STATE REGULATIONS (40 CFR 403 AND 30 TAC CHAPTER 315), AS SET FORTH IN THE CITY'S TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (PTDES) PERMIT ISSUED ON AUGUST 19, 2020; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING A REPEALING CLAUSE, A SEVERABILITY CLAUSE AND A PENALTY CLAUSE.

ORD 6444
INDUSTRIAL WASTE
PRETREATMENT
PROGRAM

Ordinance 6447

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT AN AMENDMENT TO A SPECIFIC USE PERMIT AND SITE PLAN APPROVAL UNDER ORDINANCE NO. 2280, SECTION 8, SUBSECTION (5)(A) FOR A YOUTH HALL/GYM ADDITION IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT WITH A SPECIFIC USE PERMIT TO ALLOW A CHURCH AT 2605 REX CRUSE DRIVE, BEING LOTS 1-6,

ORD 6447
SUP AMENDMENT
FOR YOUTH HALL/GYM
(2605 REX CRUSE)

COUNCIL MINUTES – JANUARY 3, 2022

JOE PRICE SUBDIVISION (NORTH PARK BAPTIST CHURCH, OWNERS; AND KENT SALISBURY, DAVID BACA STUDIOS, ARCHITECT); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Ordinance 6448

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A PERMANENT MAKEUP, MICRO-BLADING/EYEBROW SHADING, EYE LINER AND LIP BLUSHING IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 240 EAST EVERGREEN STREET, BEING PART OF LOT 2, BLOCK 1, KERRS N WALNUT ADDITION (OVERMORE LLC, OWNER; DAN NEWAL, REPRESENTATIVE; AND JOANNA PEACOCK AND ADRIANNA LEGROS, APPLICANTS) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6448
SUP FOR
PERMANENT MAKEUP
(240 E. EVERGREEN)

Ordinance 6449

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 901, 902, 917 AND 921 EAST HOUSTON STREET AND 910 EAST CHAFFIN STREET, BEING 1.695 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 AND BEING PART OF BLOCK 19, CHAFFIN'S ADDITION (HOPE ON HOUSTON, INC, OWNER AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6449
ZONE CHANGE
(901, 903, 917, & 921
E. HOUSTON &
910 E. CHAFFIN)

Deputy Mayor Howeth confirmed with Ms. Utter, that, since they are serving food, they will have to meet County health standards.

Ordinance 6450

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 1000-1100 BLOCKS OF EAST PEYTON, BEING 15.228 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763, THE SMITH McGLOTHLIN SURVEY, ABSTRACT NO. 808 AND THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (JAMES R. MELTON, JR., OWNER; NAVEEN KHAMMAMPATI, TURNKEY TRACT, CIVIL ENGINEER/REPRESENTATIVE; LONESTAR LAND SURVEYING, LLC AND SUTTON & CROW SURVEYING (ENGINEERING SERVICES, SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6450
ZONE CHANGE
(1000-1100 BLOCKS
E. PEYTON)

Council Member Stevenson confirmed that the site is currently vacant. He asked about the Planning and Zoning Commission vote, and Mr. Rae said they voted seven to zero in favor of the request.

Ordinance 6451

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, AT 4518 NORTH TRAVIS STREET, BEING 6 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647 (BMT GLOBAL, OWNER; BRANDON SMITH, PROSPECTIVE BUYER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6451
ZONE CHANGE
(4518 N. TRAVIS)

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance Nos. 6444, 6447, 6448, 6449, 6450, and 6451, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6832 – AUTHORIZING THE ACCEPTANCE OF CONVEYANCE DOCUMENTS FROM LAMBERTH HICKERY HILL, LLC AND HICKERY HILL, LLC FOR THE CONVEYANCE AND ACQUISITION OF APPROXIMATELY 10.229 ACRES OF LAND, IN THE G.R. REEVES SURVEY, ABSTRACT NO. 1020, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, PROPERTY BEING LOCATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS

RES 6832
LAMBERTH RD.
ROW, UTILITY,
DRAINAGE EASEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF CONVEYANCE DOCUMENTS FROM LAMBERTH HICKERY HILL, LLC AND HICKERY HILL, LLC FOR THE CONVEYANCE AND ACQUISITION OF APPROXIMATELY 10.229 ACRES OF LAND, IN THE G.R. REEVES SURVEY, ABSTRACT NO. 1020, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, PROPERTY BEING LOCATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS.

Mr. Philpott said, in 2017, the Council approved for the design of Lamberth Road, from FM 1417 to SH 289. About 30% of the design has been completed, which gave the City enough information to create the right-of-way parcels and easements that are needed.

The City has not purchased all the right-of-way, but has tried to be opportunistic in the purchase. This is a “willing seller.” The land has been appraised and they have come to a negotiated fee for the right-of-way, the utility easement, and the drainage easements along the tract. This would be for Council approval of this tract.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6832, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Dobbs, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6833 – AUTHORIZING THE PURCHASE OF TWO NEW FORD F-150 CREW CAB TRUCKS FROM SILSBEE FORD THROUGH TIPS FOR THE ENGINEERING DEPARTMENT

**RES 6833
VEHICLE PURCHASE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO NEW FORD F-150 CREW CAB TRUCKS FROM SILSBEE FORD THROUGH TIPS FOR THE ENGINEERING DEPARTMENT.
CONSENT AGENDA.

**REQUEST TO ADVERTISE
WASTEWATER TREATMENT PLANT EQUALIZATION BASIN IMPROVEMENTS PROJECT**

**REQ TO ADVERTISE
WWTP EQUALIZATION
BASIN IMPROVEMENTS
PROJECT**

The City Council approved the request to advertise for construction of the Wastewater Treatment Plant Equalization Basin Improvement Project.

The current Capital Improvement Program contains a project to repair the Equalization Basin. There are several concrete portions of the basin that have heaved and the soil behind the slabs is washing away. The project will remove the defective slabs, replace the void space with select material, and pour new slabs.

The project is estimated to cost approximately \$600,000, and will be funded through the Greater Texoma Utility Authority \$13.9 million Clean Water SRF, made available by the Texas Water Development Board.

CONSENT AGENDA.

WASTEWATER TREATMENT PLANT PRIMARY CLARIFIER NO. 1 EQUIPMENT REPLACEMENT AND SLUDGE TRANSFER STATION

**WWTP CLARIFIER &
SLUDGE TRANSFER
STATION**

The City Council approved the request to advertise for the Wastewater Treatment Plant Primary Clarifier No. 1 Equipment Replacement and Sludge Transfer Station Rehabilitation Project.

The 2019 CIP included a project to replace the primary clarifier #1 equipment and rehabilitate the sludge transfer station. The clarifier has heavy corrosion on all non-concrete parts, including the stairs, grating, and railing. The clarifier arm was also bent during the 2021 February Ice Storm.

The sludge transfer station has significant corrosion visible on objects in the wet well, including piping, valves, and two sludge pumps, which will be replaced with this project. The electrical system will also be replaced.

The project is estimated to cost about \$1.2 million, and will be funded through the GTUA \$13.9 million Clean Water SRF, made available by the Texas Water Development Board.

CONSENT AGENDA.

OTHER BUSINESS

REPLAT APPROVAL OF HOPE ON HOUSTON ADDITION, BEING A REPLAT OF A PART OF BLOCK 19, CHAFFIN'S 2ND ADDITION, BEING 1.695 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND BEING PART OF BLOCK 19, CHAFFIN'S ADDITION; HOPE ON HOUSTON, INC, OWNER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (901, 903, 917 AND 921 EAST HOUSTON STREET AND 910 EAST CHAFFIN STREET)

The City Council approved the Replat of Hope on Houston Addition, located at 901, 903, 917, and 921 East Houston Street, and 910 East Chaffin Street. The 1.695 acre tract is zoned an R-1 (One-Family Residential) District, and the owner would like to plat the property into two lots.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

APPROVE REPLAT
HOPE ON HOUSTON
ADDITION
(901, 903, 917 & 921
E. HOUSTON &
910 E. CHAFFIN)

FINAL PLAT APPROVAL OF MLJ REAL ESTATE ADDITION, BEING 1.912 ACRES IN THE SAMUEL McGLOTHLIN SURVEY, ABSTRACT NO. 811 AND THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639; MLJ REAL ESTATE LLP, OWNERS; COX LAND SURVEYING, SURVEYOR (3908 AND 3924 TEXOMA PARKWAY)

The City Council approved the Final Plat of MLJ Real Estate Addition, located at 3908 and 3924 Texoma Parkway. The 1.912 acre tract is zoned C-2 (General Commercial) District, and the owner would like to plat the property into two lots for commercial development.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

APPROVE FINAL PLAT
MLJ REAL ESTATE
ADDITION
(3908 & 3924
TEXOMA PKWY)

REPLAT APPROVAL OF BEL-AIR VILLAGE, BEING LOTS 1, 11-16, 17, 18, 32-34, BLOCK F, BEL-AIR VILLAGE, PHASE 1; TERRA PERPETUA, LLC, OWNERS); AMERICAN COMMUNITIES, DEVELOPER; AND KIMLEY-HORN, CIVIL ENGINEER/SURVEYOR (3701, 3704, 3705, 3709, 3713, 3717, 3721 AQUA LANE, 3701 TALISKER BOULEVARD, 1253 AND 1249 NEWPORT STREET)

The City Council approved the Replat of Bel-Air Village, located at 3701, 3704, 3705, 3709, 3713, 3717, 3721 Aqua Lane, 3701 Talisker Boulevard, and 1253 and 1249 Newport Street. The property is located in the Bel-Air Village Planned Development, off of East FM 1417, Vietnam Veterans Parkway. The owner would like to replat 10 residential lots and two HOA lots.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

REPLAT APPROVAL
BEL-AIR VILLAGE
(3701, 3704, 3705, 3709,
3713, 3717, 3721 AQUA
LN; 3701 TALISKER
BLVD; & 1253, 1249
NEWPORT ST)

REPLAT APPROVAL OF HANOLLEY HILLS ADDITION, BEING LOTS 10-18, BLOCK 1, ALL OF BLOCKS 2 AND 3, PARTS OF THE ADJACENT ROAD RIGHTS-OF-WAY AND ALLEYS TO BLOCKS 1, 2 AND 3 OF RANDOLPH HEIGHTS ADDITION; CHAMPAGNE DEVELOPMENT, LLC, OWNER; HOLLEY JOLLY DEVELOPMENTS, LLC, DEVELOPER; AND UNDERWOOD DRAFTING AND

APPROVE REPLAT
HANOLLEY HILLS
ADDITION
(1000-1500 BLOCKS
OF W. MOORE ST)

SURVEYING, SURVEYOR (1000-1500 BLOCKS OF WEST MOORE STREET)

Mayor Plyler removed Item G-4, entitled “Replat approval of Hanolley Hills Addition, located in the 1000 to 1500 blocks of West Moore Street, for consideration in its regular order of business.

The Council considered the Replat of Hanolley Hills Addition, located in the 1000 through 1500 blocks of West Moore Street. The property is zoned R-1 (One Family Residential) District, and the owner would like to plat the property into 44 lots for residential development of patio homes.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve the Replat of Hanolley Hills Addition, located in the 1000 to 1500 blocks of West Moore Street, subject to the Staff Review Letter, as presented. Second by Council Member Dobbs.

VOTING AYE: Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED, SUBJECT TO THE STAFF REVIEW LETTER.

FINAL PLAT APPROVAL OF MORAN ON BROUGHTON ADDITION, BEING 0.230 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; MORAN DEVELOPMENTS, LLC, OWNER AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (1225, 1229, 1233 AND 1237 NORTH BROUGHTON STREET)

The City Council approved the Final Plat of the Moran on Broughton Addition, located at 1225, 1229, 1233, and 1237 North Broughton Street. The property is zoned R-2 (Multi-Family Residential) District, and the owner would like to plat the property into one lot for residential development of a four-plex.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

APPROVE FINAL PLAT
MORAN ON
BROUGHTON
ADDITION
(1225, 1229, 1233 &
1237 N. BROUGHTON
ST)

FINAL PLAT APPROVAL OF LADD ESTATES II IN THE CITY OF SHERMAN’S EXTRA TERRITORIAL JURISDICTION (ETJ), BEING 12.371 ACRES IN THE BAILEY WINIFRED SURVEY, ABSTRACT NO. 66; ROBERT LADD HOLTON, OWNER; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR (600-700 BLOCKS OF MERRIMAN PARKWAY)

The City Council approved the Final Plat of Ladd Estates II in the City’s Extraterritorial Jurisdiction, located in the 600 through 700 blocks of Merriman Parkway. The owner would like to plat the property into nine lots.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

APPROVE FINAL PLAT
LADD ESTATES II
(600-700 BLOCKS
OF MERRIMAN PKWY-
ETJ)

COUNCIL MINUTES – JANUARY 3, 2022

COUNCIL COMMENTS

HAPPY NEW YEAR

Council Member Marroquin said he hoped this next year will be great and a good year for Sherman. He wished everyone a Happy New Year.

HAPPY NEW YEAR

HAPPY NEW YEAR

Council Member Stevenson wished everyone a Happy New Year.

HAPPY NEW YEAR

EXCITING THINGS GOING ON

Deputy Mayor Howeth thanked everyone that had placed their trust in Sherman, and are building homes, businesses, or are moving to Sherman. She said exciting things are happening, and the Council is looking forward to a bright 2022.

EXCITING THINGS
GOING ON

HAPPY NEW YEAR

Council Member Dobbs wished everyone a Happy New Year.

HAPPY NEW YEAR

ANNOUNCEMENTS

Mayor Plyler announced the following:

ANNOUNCEMENTS

- Coffee with the Mayor will be held on January 7, 2022, in the Municipal Ballroom. Parks and Recreation will discuss plans for the new year. Sponsors are CASA and Downtown Sherman Now.
- Friends of the Sherman Library will hold their annual book sale on January 22, 2021, across the street from MLK Park. The event will be held from 8:00 a.m. until 2:00 p.m.
- Habitat for Humanity will host their annual Habitators fundraiser on January 29, 2022, in the Municipal Ballroom.

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

EXECUTIVE SESSION

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

TEX. GOV'T CODE § 551.071 --

SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

TEX. GOV'T CODE § 551.072 --

DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING

WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

- (a) Deliberation regarding the purchase and value of real property

TEX. GOV'T CODE § 551.073 --

DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --

DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

TEX. GOV'T CODE § 551.076 --

DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 --

DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT

- (a) Project Charge
- (b) Sherman Hospital Project

TEX. GOV'T CODE § 551.089 --

DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:23 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:32 p.m. and reconvened in Open Meeting.

OPEN MEETING

Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

OPEN MEETING

COUNCIL MINUTES – JANUARY 3, 2022

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:33 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

C. 1.

Meeting Date: 01/18/2022

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

*** RESOLUTION NO. 6841**

- E. 8.** Authorizing the Purchase of a New 2022 Autocar Sidewinder ASL from Chastang Enterprises for the Solid Waste Department through Buyboard

*** REQUEST TO ADVERTISE**

- F. 1.** Ida Road Ground Storage Tank Rehabilitation

*** OTHER BUSINESS**

- H. 2.** Approve Quarterly Investment Report for Quarter Ended December 31, 2021
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

D. 1.

Meeting Date: 01/18/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6452

Amending Chapter 7, Entitled “Municipal Court”, Article 7.02, Entitled “Municipal Court Building Security Fund”, at Sections 7.02.001, 7.02.002 and 7.02.003, and Section 7.03, Entitled “Municipal Court Technology Fund”, at Sections 7.03.001, 7.03.002, 7.03.003 and 7.03.004; Modifying Certain Provisions Requiring Assessment and Payment of Municipal Court Fees and Costs in Accordance with Applicable Law; Providing For inclusion in The Code of Ordinances; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date;

Issue:

Introduce and hold the public hearing on an ordinance to amend Chapter 7, Municipal Court, for the purpose of modifying certain provisions requiring the assessment and payment of fees and costs to the Sherman Municipal court in accordance with applicable law.

Background:

In 2019, the Legislature adopted Senate Bill 346, which established a mandatory fee payable to municipal courts for non-jailable convictions known as the “Local Consolidated Fee.” The Local Consolidated Fee replaces the various fees state law previously authorized the City to collect, including the municipal court building security fund and the municipal court technology fund. This ordinance amends Chapter 7 to come into compliance with Senate Bill 346 in order to preserve the City’s ability to collect municipal court fees.

Origination:

Mary Lawrence, Director of Finance

Financial Consideration:

The amount of fees remains the same so there is no financial impact.

Staff Recommendation:

It is the staff’s recommendation that the Council hold the public hearing and consider adoption of the ordinance.

Alternatives:

No alternatives are recommended.

Attachments

Ordinance No. 6452

ORDINANCE NO. 6452

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 7, ENTITLED “MUNICIPAL COURT”, ARTICLE 7.02, ENTITLED “MUNICIPAL COURT BUILDING SECURITY FUND”, AT SECTIONS 7.02.001, 7.02.002 AND 7.02.003, AND SECTION 7.03, ENTITLED “MUNICIPAL COURT TECHNOLOGY FUND”, AT SECTIONS 7.03.001, 7.03.002, 7.03.003 AND 7.03.004; MODIFYING CERTAIN PROVISIONS REQUIRING ASSESSMENT AND PAYMENT OF MUNICIPAL COURT FEES AND COSTS IN ACCORDANCE WITH APPLICABLE LAW; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas has investigated and determined that it would be advantageous and beneficial to the City of Sherman, Texas to amend the Sherman Code of Ordinances, by amending Chapter 7 (Municipal Court), Article 7.02 and 7.03 for the purpose of modifying certain provisions requiring the assessment and payment of fees and costs to the Sherman Municipal Court in accordance with applicable law, as set forth below; and

WHEREAS, Senate Bill 346, approved in the 86th Texas Legislative Session, adds Chapter 134 of the Texas Local Government Code and establishes a mandatory fee payable to municipal courts for nonjailable convictions known as the Local Consolidated Fee; and

WHEREAS, Senate Bill 346 establishes new funds, modifies existing funds and specifically delineates to which funds the Local Consolidated Fee must be distributed in accordance with state law; and

WHEREAS, the City Council finds that it is in the best interest of Sherman and its citizens to amend the Code of Ordinances as set forth below.

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

SECTION 1: That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: That Chapter 7 (Municipal Court), Articles 7.02 and 7.03, of the Sherman Code of Ordinances, are hereby amended to read as follows¹:

¹ Deletions are evidenced by ~~strike through~~; additions are *italicized*.

“CHAPTER 7 – MUNICIPAL COURT

...

ARTICLE 7.02 ~~MUNICIPAL COURT BUILDING SECURITY FUND~~ LOCAL CONSOLIDATED FEE; DISTRIBUTION TO FUNDS

Sec. 7.02.001 ~~Created Local Imposition of Local Consolidated Fee~~

~~There is hereby created and established a municipal court building security fund, pursuant to Article 102.017 of the Code of Criminal Procedure. The building security fund may be maintained in an interest bearing account and may be maintained in the general revenue account.~~

A person convicted of a nonjailable misdemeanor offense, including a criminal violation of a municipal ordinance, shall pay the Local Consolidated Fee established under state law as a court cost, in addition to all other costs, on conviction.

Sec. 7.02.002 ~~Fee Allocation of Payments~~

~~The building security fund fee shall be in the amount of three dollars (\$3.00) and shall be assessed and collected from the defendant upon conviction for a misdemeanor offense in the municipal court as a cost of court. The fee shall be collected on convictions on offenses committed on or after the adoption of this section (February 3, 2003). The clerk of court shall collect said fees to be deposited into the municipal court building security fund.~~

The City Treasurer, upon receipt of payment of the Local Consolidated Fee, shall allocate the Local Consolidated Fee to the accounts and funds pursuant to state law with no individual fund receiving less than the minimum percentages stated therein.

Sec. 7.02.003 ~~Use of fund~~ Use of Fees

~~The building security fund shall be used only to purchase items to provide security services for the municipal court of the city and shall be administered by or under the direction of the city council.~~

The City Treasurer shall maintain in the City treasury funds or accounts to which money is allocated under state law. Money in an account maintained under this section may be used only for the purposes provided by state law.

ARTICLE 7.03 ~~MUNICIPAL COURT TECHNOLOGY FUND RESERVED~~

~~Sec. 7.03.001 — Created~~

~~There is hereby created and established a municipal court technology fund, pursuant to article 102.0172 of the Code of Criminal Procedure. The technology fund may be maintained in an interest bearing account and may be maintained in the general revenue account.~~

~~Sec. 7.03.002 — Fee~~

~~The technology fund fee shall be in the amount of four dollars (\$4.00) and shall be assessed and collected from the defendant upon conviction for a misdemeanor offense in the municipal court as a cost of court. The fee shall be collected on convictions on offenses committed on or after the adoption of this section (February 3, 2003). The clerk of court shall collect said fees to be deposited into the municipal court technology fund.~~

~~**Sec. 7.03.003 — Use of fund**~~

~~The technology fund shall be used only to finance the purchase of technological enhancements for the municipal court of the city and shall be administered by or under the direction of the city council.~~

~~**Sec. 7.03.004 — Expiration of assessment and collection; continued use of fund**~~

~~In accordance with article 102.0172 of the Code of Criminal Procedure, this article and the assessment and collection of the municipal court technology fee expires September 1, 2005. The purpose of the use of any funds remaining in the fund shall continue to be used and administered as required by this article and for that purpose this article remains in effect.”~~

SECTION 3. That the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

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

SECTION 6. That this Ordinance shall become effective from and after its adoption and publication as required by law.

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

INTRODUCED on this 18th day of January, 2022.

ADOPTED on this 18th day of January, 2022

EFFECTIVE DATE on this 18th day of January, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



City Council Called Meeting

D. 2.

Meeting Date: 01/18/2022

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6452.

Issue:

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6452

Amending Chapter 7, Entitled "Municipal Court", Article 7.02, Entitled "Municipal Court Building Security Fund", at Sections 7.02.001, 7.02.002 and 7.02.003, and Section 7.03, Entitled "Municipal Court Technology Fund", at Sections 7.03.001, 7.03.002, 7.03.003 and 7.03.004; Modifying Certain Provisions Requiring Assessment and Payment of Municipal Court Fees and Costs in Accordance with Applicable Law; Providing For inclusion in The Code of Ordinances; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date;



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E. 1.

Meeting Date: 01/18/2022

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

JOINT RESOLUTION NO. 6834

A Joint Resolution of the Board of Trustees of the Sherman Independent School District and the City Council of the City of Sherman, Texas, Adopting an Interlocal Cooperative Agreement for Use of Veterans Field at Fairview Park

Issue:

To consider adoption of an Interlocal Cooperative Agreement between the City of Sherman and the Sherman Independent School District for the use of Veterans Field at Fairview Park for Junior Varsity and Freshman Boys Baseball practices and games.

Background:

With the expiration of our most recent agreement with the Sherman Independent School District for the use of Veterans Field at Fairview Park, negotiations between the two parties were conducted and a new agreement is being proposed. The gist of the new agreement calls for the City to take back the maintenance responsibilities of the field, whereas SISD previously had this responsibility and also had exclusive rights to use the field. No City Parks and Recreation use was allowed previously. Under this agreement, the City will have control over use of the field, and will use this field to allow City-sponsored Parks and Recreation games and/or practices to occur, most likely with U14 teams. It is anticipated that the City will allow SISD to use the field at times for non-varsity SISD baseball games and/or practices.

Origination:

Sherman Independent School District and Sherman Parks and Recreation

Financial Consideration:

Both parties recognize the benefits which can be derived from working together in the development of a joint plan for the use of school and park facilities, whereby such joint usage of facilities provides taxpayers with a better utilization of school buildings, athletic facilities, park and recreation areas, and avoids the duplication of these facilities, thereby saving tax monies.

Staff Recommendation:

It is the staff's recommendation that the Sherman City Council approve the attached Interlocal Cooperative Agreement with the Sherman Independent School District for the use o Veterans Field at Fairview Park for boys baseball practices and games.

Alternatives:

As may be directed by the Sherman City Council.

Attachments

Joint Resolution No. 6834

Interlocal Cooperative Agreement

JOINT RESOLUTION NO. 6834

A JOINT RESOLUTION OF THE BOARD OF TRUSTEES OF THE SHERMAN INDEPENDENT SCHOOL DISTRICT AND THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INTERLOCAL COOPERATIVE AGREEMENT FOR THE USE OF VETERANS FIELD AT FAIRVIEW PARK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas, owns the public park named Fairview Park;
and

WHEREAS, the Sherman Independent School District would like to use Veterans Field for Junior Varsity and Freshman Boys Baseball practices and games; and

WHEREAS, the City of Sherman and the Sherman Independent School District wish to enter into an Interlocal Cooperative Agreement permitting such use;

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF TRUSTEES OF THE SHERMAN INDEPENDENT SCHOOL DISTRICT AND THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That David Plyler, Mayor of the City of Sherman, Texas, and Hillary Luckett Clark, President of the Board of Trustees of the Sherman Independent School District, are hereby authorized and directed to execute the attached Interlocal Cooperative Agreement for the use of Veterans Field at Fairview Park for Junior Varsity and Freshman Boys Baseball practices and games.

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

PASSED AND APPROVED BY THE CITY OF SHERMAN on this the 18th day of January, 2022.

PASSED AND APPROVED BY THE SHERMAN INDEPENDENT SCHOOL DISTRICT on this the _____ day of _____, 2022.

**SHERMAN INDEPENDENT SCHOOL
DISTRICT**

CITY OF SHERMAN, TEXAS

**BY: _____
HILLARY LUCKETT CLARK
BOARD PRESIDENT**

**BY: _____
DAVID PLYLER
MAYOR**

ATTEST:

BY: _____
CHANEL STIGGERS
BOARD SECRETARY

BY: _____
LINDA ASHBY
CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

RYAN D. PITTMAN
CITY ATTORNEY

**INTERLOCAL COOPERATIVE AGREEMENT
BY AND BETWEEN THE CITY OF SHERMAN AND
THE SHERMAN INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT, entered into on the 26th day of January, 2022, by and between the **CITY OF SHERMAN, TEXAS**, hereinafter referred to as “CITY” and the **SHERMAN INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as “SISD” political subdivisions under the State of Texas.

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the provisions, terms and conditions of Section 791 of the Texas Government Code, and other laws applicable thereto, CITY and SISD do hereby contract and agree as follows:

1. CITY and SISD will participate in an Interlocal cooperative program with each other for the use of Veterans Field at Fairview Park.
2. CITY and SISD will designate an appointee to act under the direction of and on behalf of each contracting parties hereto in relation to the Interlocal cooperative program, with such persons being authorized agents of each of the respective parties hereto.
3. CITY does hereby authorize SISD to use Veterans Field at Fairview Park and its surrounding parking areas, public restrooms, bleachers, batting cages and scoreboards.
4. CITY and SISD agree that any permanent structures added to the facility by SISD and/or SISD Athletic Booster Clubs shall be presented to CITY for approval prior to implementation and/or construction and shall become the property of CITY. Under its control and operation.
5. CITY and SISD agree upon an effective term beginning January 26, 2022, wherefore SISD will have use of said facilities according to schedule provided by SISD and specified in Exhibit “A” attached hereto and made a part hereof for all purposes.
6. CITY will have the following rights, duties and obligations:
 - a. CITY will, at its own expense, keep and maintain the facilities in a good and usable condition;
 - b. CITY will provide keys to SISD staff for designated ball fields and all associated amenities. Within two (2) weeks after the SISD season ends, all keys provided by CITY to SISD shall be returned to the designated appointee;

- c. CITY will provide an EMERGENCY PHONE LIST of CITY staff to SISD;
 - d. CITY will be responsible for electricity, water, sewer and waste disposal utility expenses.
7. CITY will maintain in a good and usable condition the infield and all turf areas in the outfield to include mowing, weed control, fertilizing and herbicide spraying as allowed by its budget, and will be the sole judge of the acceptability of such maintenance.
 8. CITY will be responsible for dragging the infield and marking the baselines, one time per day only, for scheduled practices and/or games.
 9. CITY will be perform maintenance of Veterans Field at Fairview Park. SISD will prohibited from performing any maintenance to any turf, infield, equipment, or building owned by CITY, without permission of the CITY Parks and Recreation Department.
 10. CITY will be responsible for the maintenance of all irrigation systems and watering of the infield (dirt/turf) and outfield (turf).
 11. CITY will be responsible for maintenance of area and ball field lighting systems, including scoreboards.
 12. CITY will maintain all bleachers, dug-outs, backstops, fences and gates in a safe, secure and functional condition.
 13. CITY will provide, install and maintain home plate, pitching rubbers and bases.
 14. CITY will service and maintain cleanliness of restroom facilities prior to each scheduled game.
 15. CITY will provide appropriate litter receptacles and the emptying of these receptacles.
 16. CITY reserves the right to appoint concession operator(s), as necessary with first right of refusal given to SISD.
 17. CITY will be responsible for making field closure decisions prior to or on game day, but not during play, as specified in Exhibit "B", attached hereto and made a part hereof for all purposes.
 18. SISD will have the following rights, duties and obligations:

- a. SISD has the sole responsibility and obligation for ensuring that the field and equipment are in a safe, usable condition, suitable for play, immediately before the start of any practice and/or game, continuing and during the play of such practice and/or game, and shall immediately stop play when such play cannot be conducted safely for any reason, including but not limited to, the condition of the grounds, equipment or weather;
 - b. SISD will not have any other use of the facilities for the time not designated herein, unless otherwise specified and/or approved by the CITY Parks and Recreation Department;
 - c. SISD will not sub-lease the facilities;
 - d. SISD will comply with all Federal, State and Local laws;
 - e. SISD will provide CITY an official schedule of all scheduled games to be held at the facilities as soon as it is available and no later than one (1) month before the first scheduled practice or game;
 - f. SISD will provide an EMERGENCY CONTACT PHONE LIST of SISD staff to CITY;
19. SISD will be responsible for and/or may drag and mark the field between scheduled games or tournaments, as necessary, with appropriate equipment and materials approved by the CITY Parks and Recreation Department representative.
20. SISD will be prohibited from performing any maintenance to any turf or infield areas except as stated in #19 above.
21. SISD will only use athletic field lights directly associated with the contracted facility. When play concludes, SISD will be responsible for ensuring that lights are turned off. Athletic field lights will not be turned on before dark unless atmospheric conditions create a condition necessitating lights for safe use of the field.
22. SISD will be responsible for daily collection and policing of all litter on the facilities to include playing area, dug-outs, fences, backstops, bleachers and adjacent grounds within the complex. All litter will be placed in the receptacles approved by CITY.
23. SISD will be responsible for opening all necessary entrances prior to scheduled practices/games and closing/locking all entrances at the completion of all scheduled practices/games.

24. SISD will not use any other facilities within the parks unless otherwise specified and/or approved by the CITY Parks and Recreation Department.
25. SISD will be prohibited from installing temporary and/or permanent signs of any kind at the facilities or within the park without prior approval from CITY Parks and Recreation Department.
26. SISD will accept responsibility for any and all costs, damages, or expenses arising from any accident or other occurrence to persons or property on the premises belonging to CITY which occurs while SISD has control of the subject premises and which are attributable to the negligence of SISD or its employees.
27. SISD will be solely responsible for any additional security at the premises during scheduled games.
28. SISD is responsible for obtaining its own general liability insurance.
29. SISD agrees to defend, indemnify and hold harmless the CITY and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgements and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the usage of Veterans Field at Fairview Park by SISD, or caused by the negligent SISD or omission of SISD, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties. In addition, this indemnification and hold harmless shall apply to any imputed or actual joint enterprise liability.
30. Notwithstanding anything contrary herein, the final agreement must be approved by the Sherman City Council and signed by the Mayor and approved by the SISD Board of Trustees and signed by the Board President. This final Agreement will not be binding until so approved and signed. Further, this agreement will only become effective upon mutual passage by resolution or lawful act of each of the governing bodies and execution thereof.
31. This agreement will automatically renew annually and may not be terminated, amended or altered in any manner without sixty (60) days prior written notice to the other party.
32. This agreement does not waive any governmental or other immunity otherwise available to either party hereto, nor does it create any right or cause of action by person or entity not a party hereto.

**SHERMAN INDEPENDENT SCHOOL
DISTRICT**

CITY OF SHERMAN, TEXAS

BY: _____
HILLARY LUCKETT CLARK
BOARD PRESIDENT

BY: _____
DAVID PLYLER
MAYOR

ATTEST:

BY: _____
CHANEL STIGGERS
BOARD SECRETARY

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED:

RYAN D. PITTMAN
CITY ATTORNEY

EXHIBIT A

Sherman Boys Baseball Veterans Field Usage Dates & Times

January

Wednesday, January 26	Practice	4:30-6:30pm
Thursday, January 27	Practice	4:30-6:30pm
Friday, January 28	Practice	4:30-6:30pm

February

Wednesday, February 2	Practice	4:30-6:30pm
Thursday, February 3	Practice	4:30-6:30pm
Friday, February 4	Practice	4:30-6:30pm
Wednesday, February 9	Practice	4:30-6:30pm
Thursday, February 10	Practice	4:30-6:30pm
Monday, February 14	Practice	4:30-6:30pm
Wednesday, February 16	Practice	4:30-6:30pm
Thursday, February 17	Practice	4:30-6:30pm
Monday, February 21	Practice	4:30-6:30pm
Tuesday, February 22	Practice	4:30-6:30pm
Wednesday, February 23	Practice	4:30-6:30pm
Monday, February 28	Practice	4:30-6:30pm

March

Tuesday, March 1	Practice	4:30-6:30pm
Wednesday, March 2	Practice	4:30-6:30pm
Monday, March 7	Practice	4:30-6:30pm
Tuesday, March 8	Practice	4:30-6:30pm
Wednesday, March 9	Practice	4:30-6:30pm
Monday, March 21	Double Header	5:00 & 7:00pm
Wednesday, March 23	Practice	4:30-6:30pm
Thursday, March 24	Practice	4:30-6:30pm
Wednesday, March 30	Practice	4:30-6:30pm
Thursday, March 31	Practice	4:30-6:30pm

April

Wednesday, April 6	Practice	4:30-6:30pm
Wednesday, April 13	Practice	4:30-6:30pm
Monday, April 18	Double Header	5:00 & 7:00pm
Thursday, April 21	Practice	4:30-6:30pm

EXHIBIT B

GENERAL GUIDELINES FOR FIELD INSPECTION AND CLOSURE

Reasons for Athletic Field Closure or Postponement

1. Raining at practice and/or game time.
2. Playing field too wet.
3. Field needs to be closed in the interest of participant safety and/or preservation of good playing surface.
4. Renovation or construction conditions exist.

Procedures for Athletic Field Closures

1. CITY (Parks and Recreation Department Representatives) will take sole responsibility for making decisions based upon field conditions and weather, and this decision will be final. CITY and SISD maintenance crews will make every effort available to accommodate games during times of inclement weather.
2. After games have begun and inclement weather becomes a factor, the umpire crew and SISD will follow the same guidelines for deciding cancellation or postponement.
3. Field damage caused by play during inclement weather may make the field unavailable for the next scheduled game and/or practice. The costs to repair any damage to the field will be the responsibility of SISD and will be repaired by CITY, as appropriate and necessary, and billed directly to SISD for payment.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E. 2.

Meeting Date: 01/18/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6835

Authorizing Submission of a Grant Application and the Acceptance of the General Victim Assistance Grant Program, FY2023 through the Office of the Governor, Public Safety Office, Criminal Justice Division

Issue:

Seeking approval to submit for the General Victim Assistance Grant Program, FY2023 through the Office of the Governor, Public Safety Office Criminal Justice Division

Background:

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.

The Sherman Police Department plans to use the grant funding to hire a Victims Advocate. This position would address the current shortfall in victims advocacy at our agency. Currently advocates are only available through a third party entity or once a case is filed with the DA's office. By filling this role the Sherman Police Department would be able to provide advocacy to all victims. It will also provide an in house advocate to meet new state legal requirements that mandate an advocate be offered to all victims of sexual assault during their interview with law enforcement.

Origination:

Sherman Police Department

Financial Consideration:

There are no matching requirements for this grant. The Sherman PD will be asking for approximately \$61,000.

Staff Recommendation:

The staff recommends submitting the General Victim Assistance Grant Program, FY2023 and accepting if awarded.

Alternatives:

The Council could decline this grant opportunity.

Attachments

Resolution No. 6835

2023 GVA Announcement

RESOLUTION NO. 6835

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND THE ACCEPTANCE OF THE GENERAL VICTIM ASSISTANCE GRANT PROGRAM, FY2023 THROUGH THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, seeking approval to submit a grant application for the General Victim Assistance Grant Program, PY2023 through the office of the Governor, Public Safety Office, Criminal Justice Division to fund a Victim Advocate position with the Sherman Police Department

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 18th day of January, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



Office of the Governor, Public Safety Office Criminal Justice Division Funding Announcement: ***General Victim Assistance Grant Program, FY2023***

Purpose

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.

Services may include the following:

- Responding to the emotional and physical needs of crime victims;
- Assisting victims in stabilizing their lives after a victimization;
- Assisting victims to understand and participate in the criminal justice system; and
- Providing victims with safety and security.

Projects seeking to provide specialized programs for victims of commercial sexual exploitation or sex trafficking must apply under the Residential and Community-Based Services for Victims of Commercial Sexual Exploitation Request for Application. Projects seeking to provide general victim services to broad categories of victim populations that may include victims of commercial sexual exploitation or trafficking should apply this General Victims Services Request for Application.

Projects seeking to prevent, investigate or prosecute commercial sexual exploitation should refer to the funding announcement designed for those projects.

Agencies applying for funds to support a CASA or Children's Advocacy Center program must apply through either Texas CASA, Inc. or Children's Advocacy Centers of Texas.

Available Funding

Federal funding is authorized for these projects under the following sources:

- Victims of Crime Act of 1984 (VOCA) as amended and codified in 34 U.S.C. §20103. VOCA funds are made available through a Congressional appropriation to the U.S. Department of Justice, Office for Victims of Crime. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.
- Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2, which amends Title VI of the Social Security Act by adding sections 602 to establish the Coronavirus State Fiscal Recovery Fund.

Eligible Organizations

Applications may be submitted by state agencies, public and private non-profit institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit

corporations (including hospitals and faith-based organizations) and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes (includes hospital districts). Other local governmental agencies should apply through an associated unit of local government.

Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see the OOG's *eGrants User Guide to Creating an Application*, available [here](#).

Applicants are required to submit fully developed and detailed grant budgets at the time of application, PSO will not accept placeholder applications and/or budget line items in lieu of a well written and detailed grant application.

Non-profit applicants are limited to a single application per agency, and all other eligible organizations are limited to one application per unit, district or division.

Key Dates

Action	Date
Funding Announcement Release	12/13/2021
Online System Opening Date	12/13/2021
Final Date to Submit and Certify an Application	2/10/2022 at 5:00pm CST
Project Start Date	10/01/2022

Project Period

Projects **may not exceed 12 months** and must begin on or after 10/01/2022 and expire on or before 9/30/2023.

Funding Levels

Minimum: \$10,000

Maximum: No Maximum

Match Requirement: None

Note: Applicants are strongly cautioned to only apply for the amount of funding they can responsibly expend in the grant period. PSO will be tracking expenditure rates throughout the life of the grants and may take action to avoid large de-obligations at the end of grant periods.

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

The following list of eligible activities and costs apply generally to all projects under this announcement.

Crisis Services

- Services that respond to immediate needs (other than medical care), emotional, psychological, and physical health and safety including:
 - Crisis intervention services;
 - Accompanying victims to hospitals for medical examinations¹;
 - Hotline counseling;
 - Safety planning;
 - Emergency food, clothing, and transportation;
 - Window, door, or lock replacement or repair, and other repairs necessary to ensure a victim's safety;
 - Costs of the following, on an emergency basis (i.e., when the State's compensation program, the victim's health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime): Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease, durable medical equipment (such as wheel-chairs, crutches, hearing aids, eyeglasses), and other healthcare items; in all cases the grant must be considered the option of last resort; and
 - Emergency legal assistance, such as for filing for restraining or protective orders, and obtaining emergency custody orders and visitation rights;
- Personal advocacy and emotional support including:
 - Working with a victim to assess the impact of the crime;
 - Identification of victim's needs;
 - Case management;
 - Management of practical problems created by the victimization;
 - Identification of resources available to the victim;
 - Provision of information, referrals, advocacy, and follow-up contact for continued services, as needed;
 - Traditional, cultural, and/or alternative therapy/healing (e.g., art therapy, yoga – with appropriate training, certification, or licensure);
 - Transportation of victims to receive services and to participate in criminal justice proceedings; and

¹ Note related to hospital accompaniment with sexual assault survivors: In accordance with Art. 56A.351, Texas Code of Criminal Procedure, a victim shall be offered the opportunity to have a sexual assault program advocate available during a sexual assault forensic exam. Sec. 420.051, Texas Government Code defines a sexual assault program advocate as an individual who has completed a sexual assault training program certified by the attorney general and is an employee or volunteer of a sexual assault program.

- Public awareness and education presentations (including the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance, this activity will only be funded in conjunction with programs providing direct services.

Forensic Interviews (with the following parameters):

- Results of the interview will be used not only for law enforcement and prosecution purposes, but also for identification of needs such as social services, personal advocacy, case management, substance abuse treatment, and mental health services;
- Interviews are conducted in the context of a multi-disciplinary investigation and diagnostic team, or in a specialized setting such as a child advocacy center; and
- The interviewer is trained to conduct forensic interviews appropriate to the developmental age and abilities of children, or the developmental, cognitive, and physical or communication disabilities presented by adults.

Legal Advocacy

- Facilitating participation in criminal justice and other public proceedings arising from the crime, including:
 - Advocacy on behalf of a victim;
 - Accompanying a victim to offices and court;
 - Transportation, meals, and lodging to allow a victim who is not a witness to participate in a proceeding;
 - Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency;
 - Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceeding;
 - Notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings);
 - Assistance with Victim Impact Statements;
 - Assistance in recovering property that was retained as evidence; and
 - Assistance with restitution advocacy on behalf of crime victims.
- Legal assistance services (including those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization, including:
 - Those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding; and
 - Those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization.

Multi-Disciplinary Teams and Case Coordination

- Representatives of several agencies meet regularly to discuss common cases and share information to enhance investigation, prosecution, and victim restoration. Cases are followed through in this manner to closure. Participating agencies may include Child Protective Service, law enforcement, prosecutors' offices, Sexual Assault Nurse Examiners or other medical personnel, mental health professionals, etc.

Peer Support Groups

- Peer-support, including activities that provide opportunities for victims to meet other victims, share experiences, and provide self-help, information, and emotional support.

Professional Therapy and Counseling

- Mental health counseling and care, including, but not limited to, out-patient therapy/counseling provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered.

Protective Order Assistance:

- Legal representation provided by program staff and/or staff attorneys to obtain protective orders and assistance;
- May be provided by law enforcement personnel, prosecution staff or other service providers; and
- Services may be available at non-traditional locations and times.

Shelter Programs

- Providing a safe place for victims/survivors and their children;
- Short-term (up to 45 days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed; and
- Short-term (up to 45 days) nursing-home, adult foster care, or group-home placement for adults for whom no other safe, short-term residence is available;

Victim-Offender Meetings

- Meetings between the survivor and the offender who perpetrated the crime against the survivor. At a minimum grantees must consider:
 - The safety and security of the survivor;
 - The benefit of therapeutic value to the survivor;
 - The procedures for ensuring that participation of the survivor and offender are voluntary and that everyone understands the nature of any meeting or other activity;
 - The provision of appropriate support and accompaniment for the survivor;
 - Appropriate debriefing opportunities for the survivor after a meeting;
 - The credentials of the facilitators; and

- The opportunity for a survivor to withdraw from the process at any time.

Transitional Housing

- Travel, rental assistance, security deposits, utilities, and other costs incidental to relocation of survivors into transitional housing, as well as voluntary support services such as childcare and counseling. Provision of this service is limited to 18 months in duration per client and must require active participation in program services designed to enable self-sufficiency of the client. PSO should be considered the payee of last resort for this service. To be eligible, this service must be included in the original application budget prioritized by the local Council of Government's Criminal Justice Advisory Committee.

Program-Specific Requirements

All projects under this funding announcement must meet the following requirements:

Cultural competency: Applicants must be culturally competent when providing services to victims. Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Victim services assessment survey: All recipients of funding under this announcement may be required to participate in a victim services assessment during their grant period, as directed by PSO.

Special requirements for vehicle purchases:

Only non-profits will be eligible to purchase vehicles under this funding announcement. The vehicles must be for the purpose of transporting victims to receive various services.

Eligibility Requirements

1. Entities receiving grant funds must demonstrate a record of effective services to victims of crime and financial support from sources other than the Crime Victims Fund; or substantial support from sources other than the Crime Victims Fund.
 - A program has demonstrated a record of effective direct services and support when, for example, it demonstrates the support and approval of its direct services by the community, its history of providing direct services in a cost-effective manner, and the breadth or depth of its financial support from sources other than the Crime Victims Fund.
 - A program has substantial financial support from sources other than the Crime Victims Fund when at least twenty-five percent of the program's funding in the year of, or the year preceding the award comes from such sources.
2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments

determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.
5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2022 or the end of the grant period, whichever is later.

6. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
7. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/>.

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. 1913), whether conducted directly or indirectly;
2. The active investigation and prosecution of criminal activity, except for the provision of victim assistance services (e.g., emotional support, advocacy, and legal services) to crime victims, under 28 CFR § 94.119, during such investigation and prosecution;
3. Any activities related to fundraising;
4. Capital improvements; property losses and expenses; real estate purchases; mortgage payments; remodeling; and construction;
5. Reimbursement of crime victims for expenses incurred as a result of a crime;
6. Salaries, benefits, fees, furniture, equipment, and other expenses of executive directors, board members, and other administrators (except as specifically allowed);
7. Counseling or treatment for substance abuse (general counseling that includes a component addressing substance abuse is eligible);
8. Victim-offender meetings that serve to replace (or as a part of) criminal justice proceedings;
9. Services to incarcerated individuals;
10. Medical training;
11. Medical care or expenses (except as specifically allowed);
12. Forensic medical evidence collection to include the salary, overtime or on-call cost of SANE Nurses;
13. Cash payments to victims, gift cards, or fuel vouchers;
14. Creation of a voucher program where victims are directly given vouchers for such services as housing or counseling;
15. Transportation, lodging, per diem or any related costs for third-party participants to attend a training, when grant funds are used to develop and conduct training;
16. Leasing of vehicles;

17. Training of external partners or the community;
18. Program income;
19. Research and studies;
20. Activities that may compromise victim safety;
21. Entertainment, including amusement, diversion, social activities, field trips, excursions and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) unless there is a clear programmatic purpose and the costs are approved in advance by PSO; and
22. Nonessential maintenance on buildings, lawn care, and landscaping; and
23. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Merit Review – Local Projects: Projects with a local impact will be reviewed by a panel appointed by the local Council of Governments using their own criteria. The merit review panels will assess the applications for quality and rank by priority, and then report their findings to the Office of the Governor. Applicants must contact their applicable regional Council of Governments (COG). Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

Merit Review – Statewide Projects: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions – All Projects: The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, PSO or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E. 3.

Meeting Date: 01/18/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6836

Authorizing the Execution of Amendment #1 to the Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for a Federal-Aid Highway Project to Replace a Bridge Off the State System for the South Travis Street Bridge in the City of Sherman

Issue:

To execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for replacement of the South Travis Street bridge.

Background:

In 2016, TxDOT submitted their Bridge Report for Off-Site Bridges within Sherman, TX. This report is updated every four years. The South Travis Street bridge is in need of deck and beam repair and railing improvements. The bridge is still safe for travel, but these repairs are necessary in order to protect the bridge for its long-term future use. In 2017, the City hired Kimley-Horn to analyze cost for rehabilitation of this bridge. Because of its age and the fact that this bridge is located below the one hundred-year floodplain, a complete bridge reconstruction, via replacement, is recommended. This bridge replacement was approved by TxDOT for Federal funds in 2019 and 2020. City Council approved an AFA for the reconstruction of the South Travis Street bridge on July 1, 2019. Since that time, City staff requested pedestrian walkways be added to each side of the bridge with a decorative protective rail. TxDOT requires an amended AFA to pay for the additional costs of this request.

Origination:

Engineering Department

Financial Consideration:

Construction and design is expected to cost about \$3 million. The City will be required to pay only a 10% cost match of the basic bridge design and construction plus the additional bridge width to provide pedestrian walkways and the protective decorative railing. The City's total cost will be \$571,741.00, which is still less than 20% of the total project cost. The 2022 Capital Improvements budget reserved \$783,381.00 out of the 2017 and 2021 Certificates of Obligation bonds. The 2017 Certificates of Obligation Bonds will fund \$283,381.00 of the project and the 2021 Certificates of Obligation Bonds will fund the remaining \$288,360.00 of the project.

Staff Recommendation:

It is recommended that the Council authorize the execution of Amendment #1 to the Advance Funding Agreement with TxDOT for the reconstruction of the South Travis Street bridge.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6836

Amendment No. 1

Location Map

South Travis Bridge Exhibit

Decorative Railing

Original AFA Resolution

Original Executed AFA

RESOLUTION NO. 6836

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AMENDMENT #1 TO THE ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR A FEDERAL-AID HIGHWAY PROJECT TO REPLACE A BRIDGE OFF THE STATE SYSTEM, FOR THE SOUTH TRAVIS STREET BRIDGE IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment #1 to the Advance Funding Agreement with the State of Texas, acting by and through the Texas Department of Transportation, for a Federal-Aid Highway project to replace a bridge off the state system, for the South Travis Street bridge in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 18th day of January, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

**BY: _____
DAVID PLYLER, MAYOR**

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

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT AMENDMENT
For Bridge Replacement or Rehabilitation
Off the State System**

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and City of Sherman acting by and through its duly authorized officials, called the "Local Government."

W I T N E S S E T H

WHEREAS, the State and the Local Government executed an agreement on August 8, 2019; and,

WHEREAS, it has become necessary to amend that agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

The changes described below are necessary to define additional scope of work and ineligible expenses to be paid by the local government.

I. Replace Article 5 with the following:

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference. In addition, the Local Government has requested, and the State has agreed to, the inclusion of extra width for a separate bikeway on the bridge.

II. Replace Attachment D with Attachment D-1, attached.

2. All other provisions of the original contract are unchanged and remain in full force and effect.

3. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Robby Hefton

Typed or Printed Name

Sherman City Manager

Title

Date

THE STATE OF TEXAS

Graham Bettis, P.E.

Bridge Division Director

Texas Department of Transportation

Date

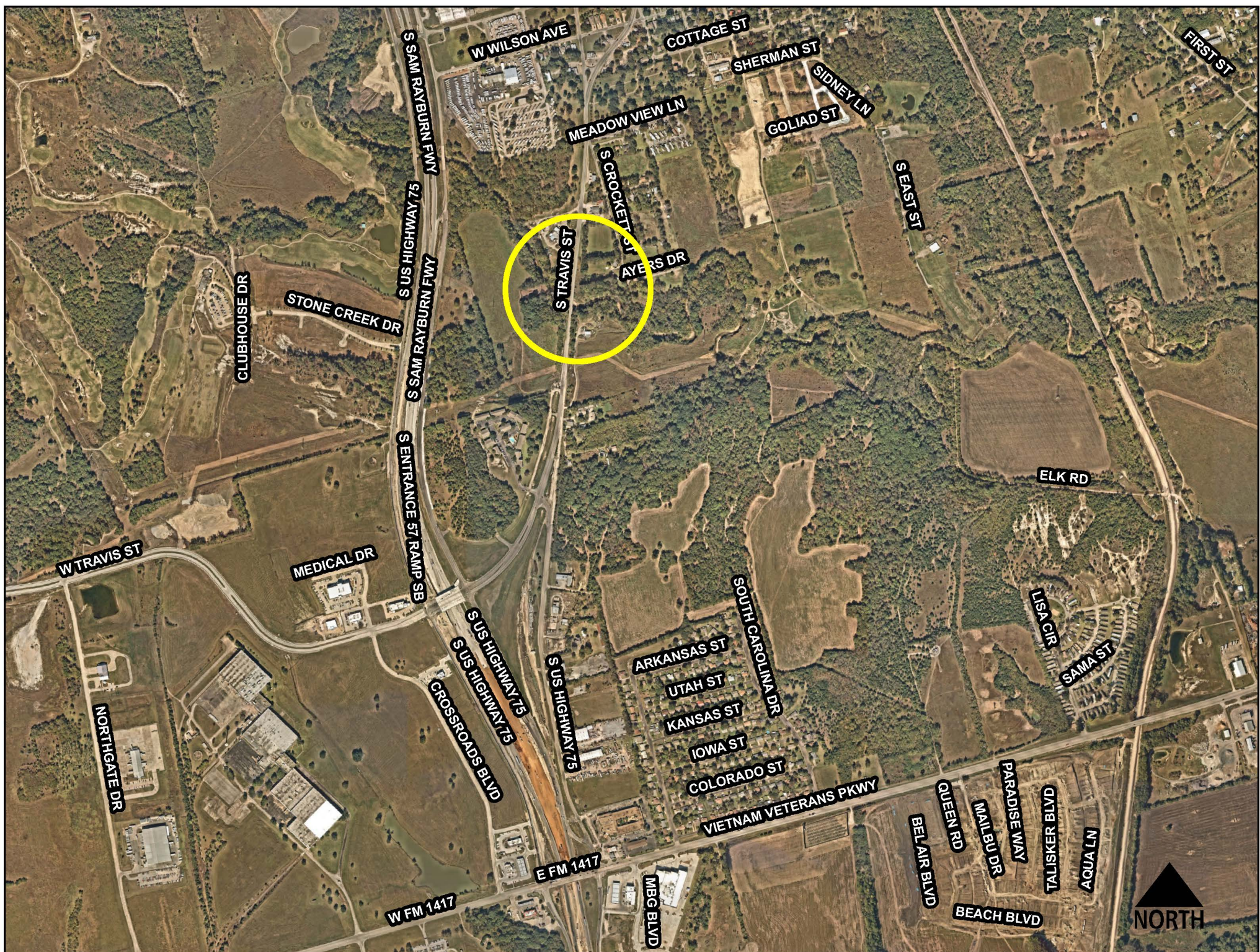
CSJ #0901-19-205
District #01 - PAR
Code Chart 64 #39200
Project: S Travis St at Post Oak Creek
NBI Structure # 01-092-0-C043-21-001
Federal Highway Administration
CFDA Title: Hwy Planning & Construction
CFDA No.:20.205
Not Research and Development

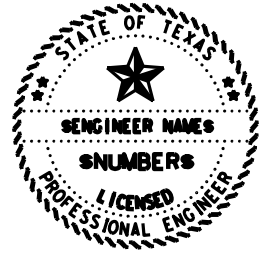
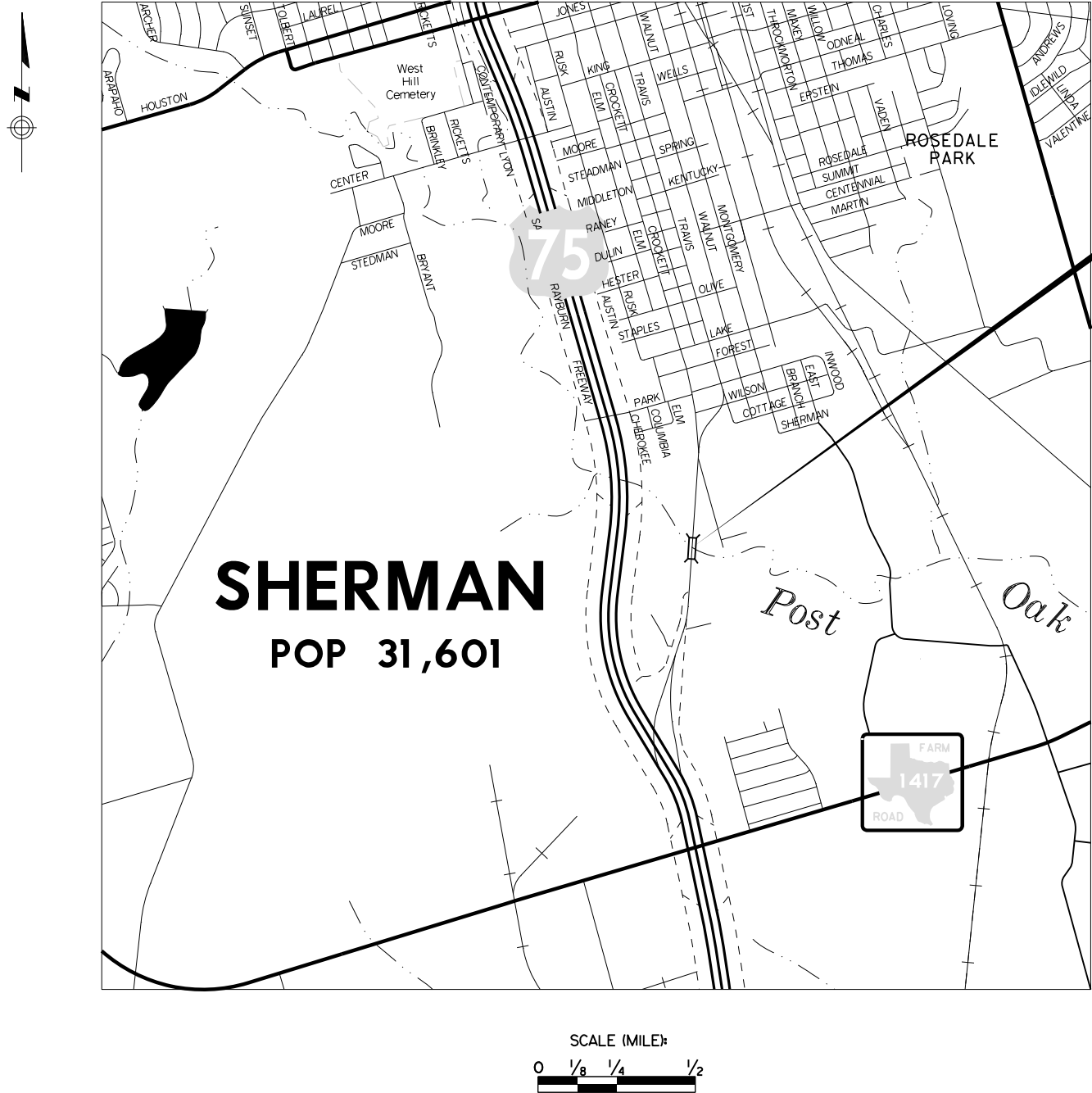
ATTACHMENT D-1 ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$375,000</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$37,500</u>
Construction	<u>\$2,208,000</u>	
Engineering and Contingency (E&C)	<u>\$110,400</u>	
The Sum of Construction and E&C	<u>(2) \$2,318,400</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$231,840</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$269,340</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$0</u>
Fixed amount of Advance Funds to be Paid by the Local Government for Ineligible Costs (Extra Width for Separate Bikeway on Bridge)		<u>\$302,401</u>
Total Project Direct Cost	<u>(1+2) \$2,693,400</u>	
Total Costs to be Paid by the Local Government		<u>\$571,741</u>

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C.
Not Applicable

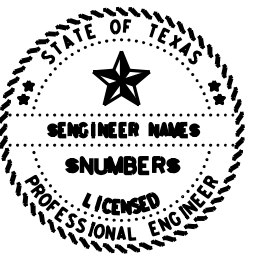
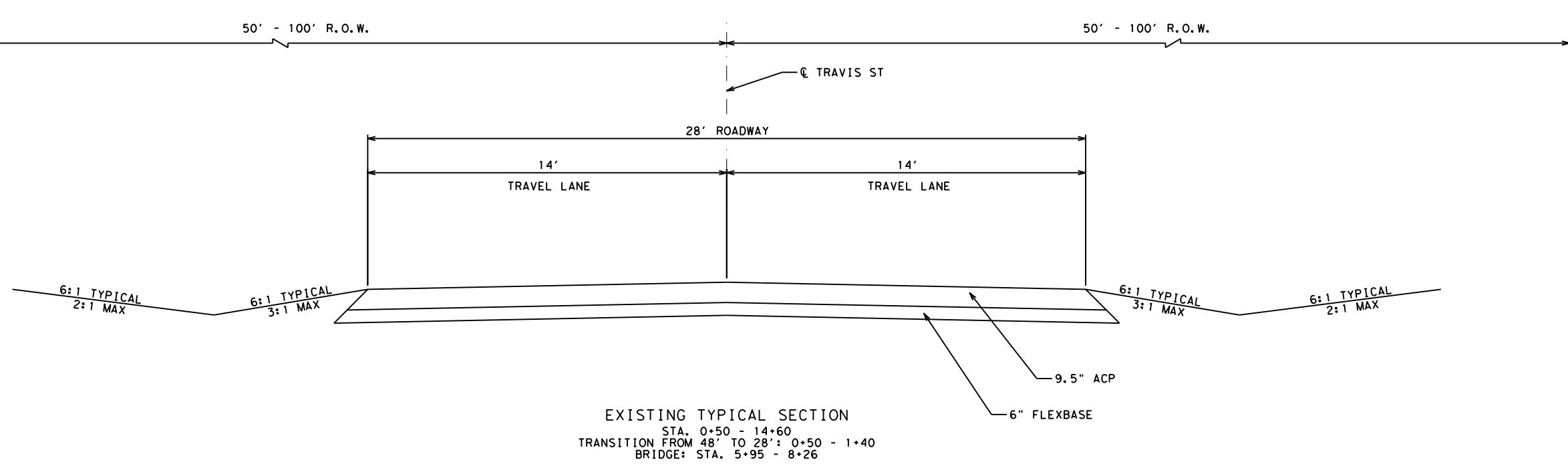
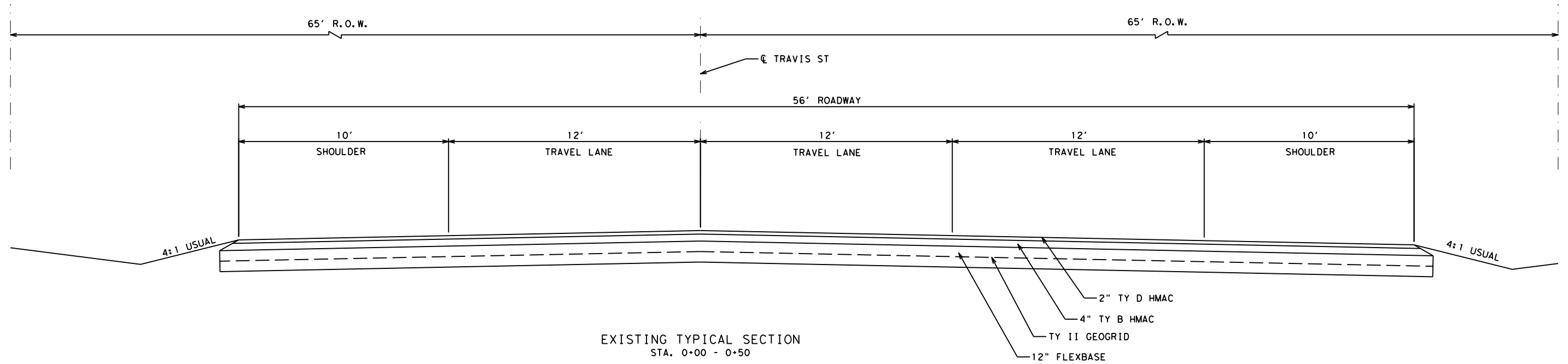




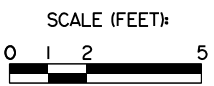
S TRAVIS ST
LOCATION MAP

© 2021			
CONT	SECT	JOB	HIGHWAY
0901	19	205	S TRAVIS ST
DIST	COUNTY		SHEET NO.
PAR	GRAYSON		1

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S TRAVIS ST
TYPICAL SECTIONS



SHEET 1 OF 2

© 2021			
CONT	SECT	JOB	HIGHWAY
0901	19	205	S TRAVIS ST
DIST	COUNTY		SHEET NO.
PAR	GRAYSON		3

DATE: \$DATE\$
FILE: \$FILES\$

\$TIME\$

SUMMARY OF ROADWAY ITEMS													
LOCATION		LENGTH	EXISTING WIDTH	PROPOSED WIDTH (1)	100 6002	110 6001	110 6002	132 6003	247 6377	340 6031	403 6001	531 6005	5001 6002
					PREPARING ROW	EXCAVATION (ROADWAY)	EXCAVATION (CHANNEL)	EMBANKMENT (FINAL) (ORD COMP) (TY B)	FL BS (CMP IN PLC) (TY D GR 4) (9")	D-GR HMA (SQ) TY-C SAC-A PG64-22	TEMPORARY SPL SHORING	CURB RAMPS (TY 2)	GEOGRID BASE REINFORCEMENT (TY 11)
FROM	TO	LF	LF	LF	STA	CY	CY	CY	SY	TON	SF	EA	SY
0+40	1+40	100	42	50	1				556	122			556
1+40	3+75	235	28	44	2			527	1,149	253			1,149
3+75	5+71	196	28	44	2			1,218	958	211	281	2	958
5+91	8+31	240	28	44		719	453	440					
8+51	10+47	196	28	44	2	2		1,272	958	211	281	2	958
10+47	11+47	100	28	36	1	26		327	400	88			400
11+47	13+76	229	28	28	2				712	157			712
PROJECT TOTALS					7	747	453	3,784	4,733	1,042	562	4	4,733

HMAC BASED ON 110 LBS/SY/IN
(1) AVERAGE WIDTH

SUMMARY OF MBGF ITEMS								
LOCATION		LT/RT	540 6002	540 6006	542 6001	544 6001	658 6014	658 6062
			MTL W-BEAM GD FEN (STEEL POST)	MTL BEAM GD FEN TRANS (THRIE-BEAM)	REMOVE METAL BEAM GUARD FENCE	GUARDRAIL END TREATMENT (INSTALL)	INSTL DEL ASSM (D-SW) SZ (BRF) CTB (B1)	INSTL DEL ASSM (D-SW) SZ 1 (BRF) GF2 (B1)
FROM	TO		LF	EA	LF	EA	EA	EA
4+75	10+47	LT	200	2	100	2	3	3
3+75	9+47	RT	200	2	100	2	3	3
PROJECT TOTALS			400	4	200	4	6	6

SUMMARY OF REMOVAL ITEMS			
LOCATION		105 6105	496 6010
		REMOVING STAB BASE AND ASPH PAV (15")	REMOV STR (BRIDGE 100 - 499 FT LENGTH)
FROM	TO	SY	EA
1+00	5+95	1,540	
5+95	8+26		1
8+26	14+60	1,972	
PROJECT TOTALS		3,512	1

SUMMARY OF PAVEMENT MARKING ITEMS					
LOCATION		LENGTH	666 6224	666 6302	666 6314
			PAVEMENT SEALER 4"	RE PM W/RET REQ TY 1 (W) 4" (SLD) (090M IL)	RE PM W/RET REQ TY 1 (Y) 4" (SLD) (090M IL)
FROM	TO	LF	LF	LF	LF
1+00	5+91	491		982	982
5+91	8+31	240	960	480	480
8+31	14+60	629		1,258	1,258
PROJECT TOTALS			960	2,720	2,720

SUMMARY OF EROSION CONTROL ITEMS						
LOCATION		LT/RT	506 6002	506 6011	506 6038	506 6039
			ROCK FILTER DAMS (INSTALL) (TY 2)	ROCK FILTER DAMS (REMOVE)	TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)
			LF	LF	LF	LF
FROM	TO					
3+75	5+91	LT			216	216
3+75	5+91	RT			216	216
	5+91	LT	30	30		
	5+91	RT	30	30		
	8+31	LT	30	30		
	8+31	RT	30	30		
8+31	10+47	LT			216	216
8+31	10+47	RT			216	216
PROJECT TOTALS			120	120	864	864

SUMMARY OF SIGNING ITEMS		
LOCATION	644 6001	644 6076
	IN SM RD SN SUP&AM TY10BWG (1) SA (P)	REMOVE SM RD SN SUP&AM
	EA	EA
1+00 - 14+60	2	2
PROJECT TOTALS	2	2

SUMMARY OF LANDSCAPE ITEMS					
LOCATION	164 6009	164 6011	164 6027	168 6001	FERTILIZER (3-1-2) (1)
	BROADCAST SEED (TEMP) (WARM)	BROADCAST SEED (TEMP) (COOL)	CELL FBR MLCH SEED (PERM) (URBA N) (CLAY)	VEGETATIVE WATERING	
	SY	SY	SY	MG	
STA 1+00 - 14+60	1,776	1,776	3,551	21.3	349
PROJECT TOTALS	1,776	1,776	3,551	21.3	349

(1) FOR CONTRACTOR'S INFORMATION ONLY: 2 CYCLES AT 50 LBS NITROGEN PER ACRE AT 21-7-14 (NPK) ANALYSIS = 0.0492 LBS/SY/CYCLE
WATERING BASED ON 2 APPLICATIONS, 0.5" RAINFALL EQUIVALENT = 0.003 MG/SY/CYCLE

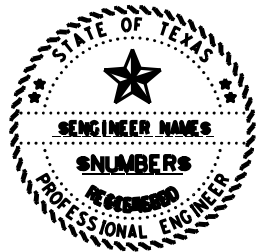


\$ROADWAY NAME\$
QUANTITY SUMMARIES

SUMMARY OF PHASE IIIA WORKZONE TRAFFIC CONTROL ITEMS							
LOCATION	512 6017	545 6019	662 6050	662 6063	662 6075	662 6095	677 6001
	PORT CTB (DES SOURCE) (F-SHAPE) (TY 1)	CRASH CUSH ATTEN (INSTL) (S) (N) (T L3)	WK ZN PAV MRK REMOV (REFL) TY 11-A-A	WK ZN PAV MRK REMOV (W) 4" (SLD)	WK ZN PAV MRK REMOV (W) 24" (SLD)	WK ZN PAV MRK REMOV (Y) 4" (SLD)	ELIM EXT PAV MRK & MRKS (4")
	LF	EA	EA	LF	LF	LF	LF
1+00 - 14+60	240	2	96	1,270	24	3,840	6,910
PROJECT TOTALS	240	2	96	1,270	24	3,840	6,910

SUMMARY OF PHASE IIIB WORKZONE TRAFFIC CONTROL ITEMS								
LOCATION	512 6029	512 6041	545 6003	545 6005	662 6050	662 6063	662 6075	662 6095
	PORT CTB (MOVE) (F-SHAPE) (TY 1)	PORT CTB (STKPL) (F-SHAPE) (TY 1)	CRASH CUSH ATTEN (MOVE & RESET)	CRASH CUSH ATTEN (REMOVE)	WK ZN PAV MRK REMOV (REFL) TY 11-A-A	WK ZN PAV MRK REMOV (W) 4" (SLD)	WK ZN PAV MRK REMOV (W) 24" (SLD)	WK ZN PAV MRK REMOV (Y) 4" (SLD)
	LF	LF	EA	EA	EA	LF	LF	LF
1+00 - 14+60	240	240	2	2	96	1,270	24	3,840
PROJECT TOTALS	240	240	2	2	96	1,270	24	3,840

SUMMARY OF WORKZONE TRAFFIC CONTROL ITEMS			
LOCATION	6001 6002	6185 6002	6185 6003
	PORTABLE CHANGEABLE MESSAGE SIGN	TMA (STATIONARY)	TMA (MOBILE OPERATION)
	EA	DAY	HR
1+00 - 14+60	2	122	8
PROJECT TOTALS	2	122	8

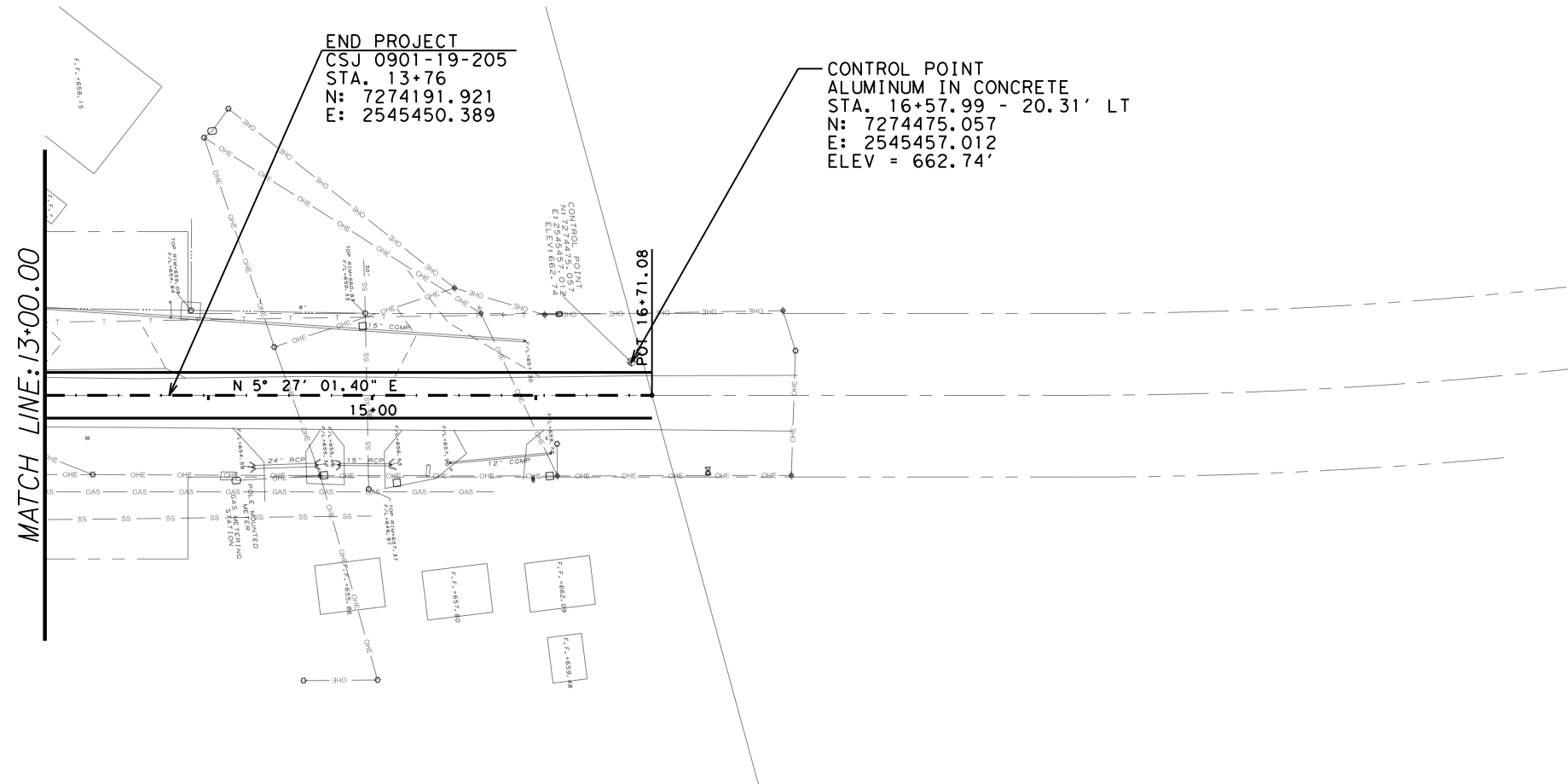


\$ROADWAY NAME\$
QUANTITY SUMMARIES

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CK1
DNE
CK1
DNE



END PROJECT
CSJ 0901-19-205
STA. 13+76
N: 7274191.921
E: 2545450.389

CONTROL POINT
ALUMINUM IN CONCRETE
STA. 16+57.99 - 20.31' LT
N: 7274475.057
E: 2545457.012
ELEV = 662.74'

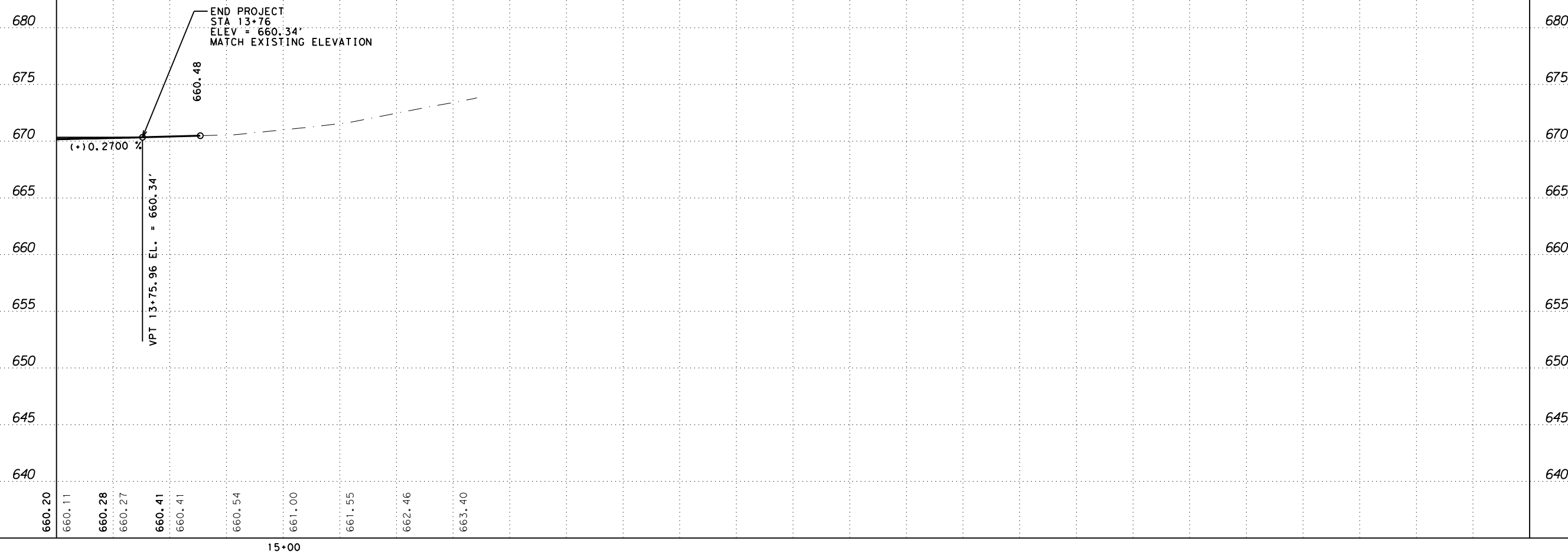
LEGEND

EXISTING R.O.W.
OVERHEAD POWER LINE
TELEPHONE LINE
SEWER LINE
GAS LINE
WATER LINE

DESIGN SPEED: 45 MPH
AADT: 2,519 (2018); 3,743 (2038)
FUNCTIONAL CLASS: OFF-SYSTEM
URBAN MINOR ARTERIAL

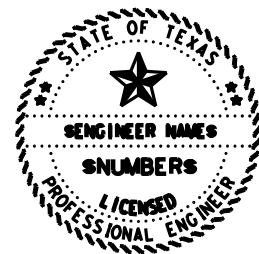
EXISTING STRUCTURE:
STA. 5+95 - 8+26
231' 7-SPAN CONCRETE DECK
W/ T-BEAM GIRDERS 0° SKEW

PROPOSED STRUCTURE:
STA. 5+91 - 8+31
240' 3-SPAN PRESTRESSED
CONCRETE I-GIRDERS (Tx34) 0° SKEW



END PROJECT
STA 13+76
ELEV = 660.34'
MATCH EXISTING ELEVATION

VPT 13+75.96 EL. = 660.34'



S TRAVIS ST
PLAN AND PROFILE

SHEET 2 OF 2



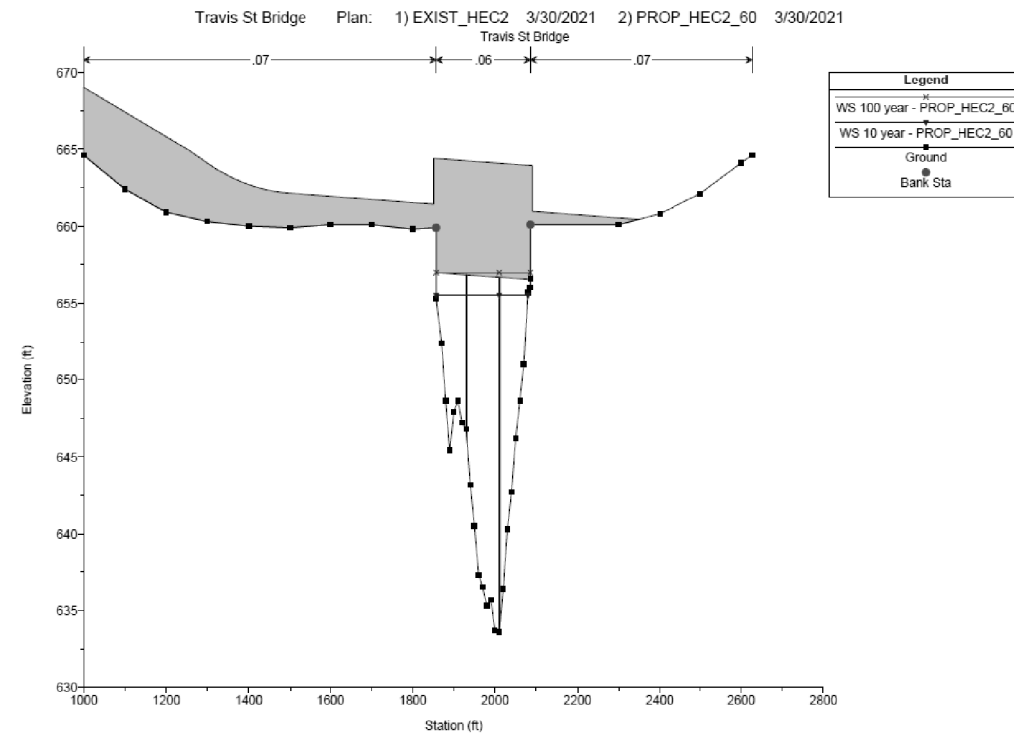
CONT	SECT	JOB	HIGHWAY
0901	19	205	S TRAVIS ST
DIST	COUNTY	SHEET NO.	
PAR	GRAYSON	1	

	EXISTING	PROPOSED
BRIDGE LOW CHORD	656.30	656.53
LOWEST ROAD ELEVATION	659.83	660.19

HEC-RAS 10 Year Flood Event						
River Station	Existing Water Surface Elev (ft)	Proposed Water Surface Elev (ft)	Difference (ft)	Existing Channel Velocity (ft/s)	Proposed Channel Velocity (ft/s)	Difference (ft/s)
23690	659.45	659.43	-0.02	8.83	8.85	0.02
23060	658.20	658.17	-0.03	6.98	7.00	0.02
22575	657.14	657.09	-0.05	7.12	7.16	0.04
22145	656.17	656.11	-0.06	6.09	6.12	0.03
21970	655.93	655.86	-0.07	4.77	4.81	0.04
21908				BRIDGE		
21880	655.55	655.55	0.00	4.35	4.35	0.00
21670	655.34	655.34	0.00	3.96	3.96	0.00
21200	654.53	654.53	0.00	5.07	5.07	0.00
20700	653.69	653.69	0.00	4.41	4.41	0.00

HEC-RAS 100 Year Flood Event						
River Station	Existing Water Surface Elev (ft)	Proposed Water Surface Elev (ft)	Difference (ft)	Existing Channel Velocity (ft/s)	Proposed Channel Velocity (ft/s)	Difference (ft/s)
23690	662.27	662.24	-0.03	12.28	12.31	0.03
23060	661.72	661.67	-0.05	7.65	7.71	0.06
22575	660.99	660.92	-0.07	7.35	7.42	0.07
22145	659.88	659.78	-0.1	7.22	7.31	0.09
21970	659.69	659.58	-0.11	5.47	5.54	0.07
21918				BRIDGE		
21880	657.92	657.92	0.00	6.57	6.57	0.00
21670	657.74	657.74	0.00	5.12	5.12	0.00
21200	656.82	656.82	0.00	6.24	6.24	0.00
20700	656.00	656.00	0.00	4.97	4.97	0.00

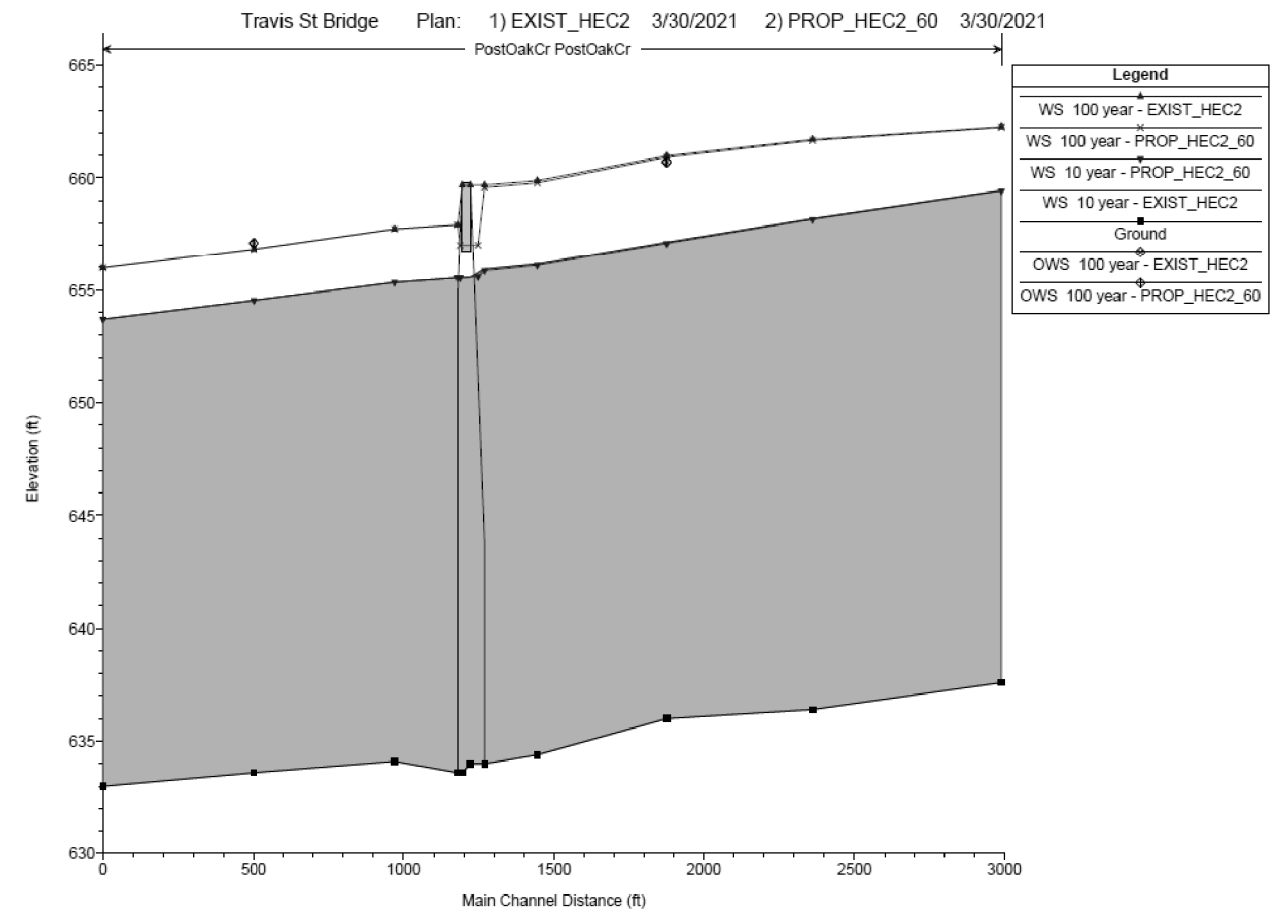
	EXISTING PUBLISHED WSE	EXISTING CORRECTED WSE	PROPOSED WSE	DIFFERENCE (EXIST VS. PROP)
STA 22575 (SECTION N ON FIRM)	660.7	660.99	660.92	-0.07
STA 21200 (SECTION M ON FIRM)	657.1	656.82	656.82	0



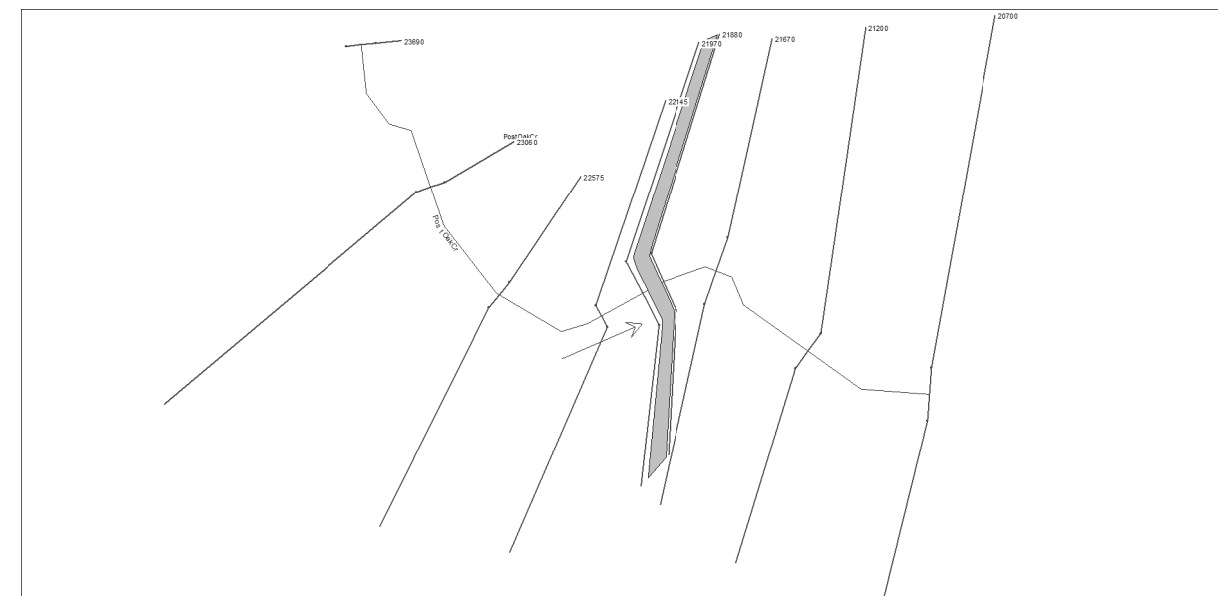
SECTION AT DOWNSTREAM BRIDGE FACE
RIVER STA. 21918

NOTES:

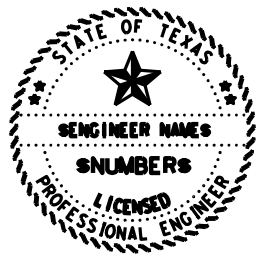
1. THE 10-YEAR AND 100-YEAR PEAK FLOWS WERE OBTAINED FROM THE EXISTING FEMA HEC-1 STUDY.
2. THE EXISTING WATER SURFACE ELEVATIONS (WSE) WERE CORRECTED FROM THE EXISTING FEMA HEC-2 OUTPUT DATA BY CONVERSION AND INPUT INTO HEC-RAS 6.0.0. NO DATUM ADJUSTMENTS WERE REQUIRED. THE PROPOSED WATER SURFACE ELEVATIONS WERE COMPUTED USING HEC-RAS 6.0.0.
3. THE EXISTING AND PROPOSED BRIDGE CONDITIONS WERE MODELED IN HEC-RAS 6.0.0 USING THE ENERGY (STANDARD STEP) METHOD FOR LOW FLOW AND THE PRESSURE AND/OR WEIR METHOD FOR HIGH FLOW. THE REACH BOUNDARY CONDITIONS WERE ESTABLISHED BY CALCULATING A NORMAL DEPTH BASED ON THE CHANNEL SLOPE OF 0.0017 UPSTREAM AND DOWNSTREAM OBTAINED FROM THE FEMA HEC-2 OUTPUT DATA FILE.
4. XS 23690 MODELS THE INEFFECTIVE FLOW AREA FOR THE US 75 BRIDGE UPSTREAM OF THE CROSS-SECTION. IT WAS INPUT USING THE FEMA HEC-2 OUTPUT FILE.
5. THIS SITE LIES WITHIN A FLOOD ZONE HAZARD AREA (ZONE AE) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. FM48181C0405F.
6. COORDINATION WITH THE CITY OF SHERMAN FLOODPLAIN ADMINISTRATOR WAS COMPLETED ON XX/XX/XXXX.



HEC-RAS WATER SURFACE PROFILES
OBSERVED WATER SURFACES (OWS) SHOWN ARE THE PUBLISHED
BASE FLOOD ELEVATIONS (BFE) FROM THE FEMA FLOOD MAP



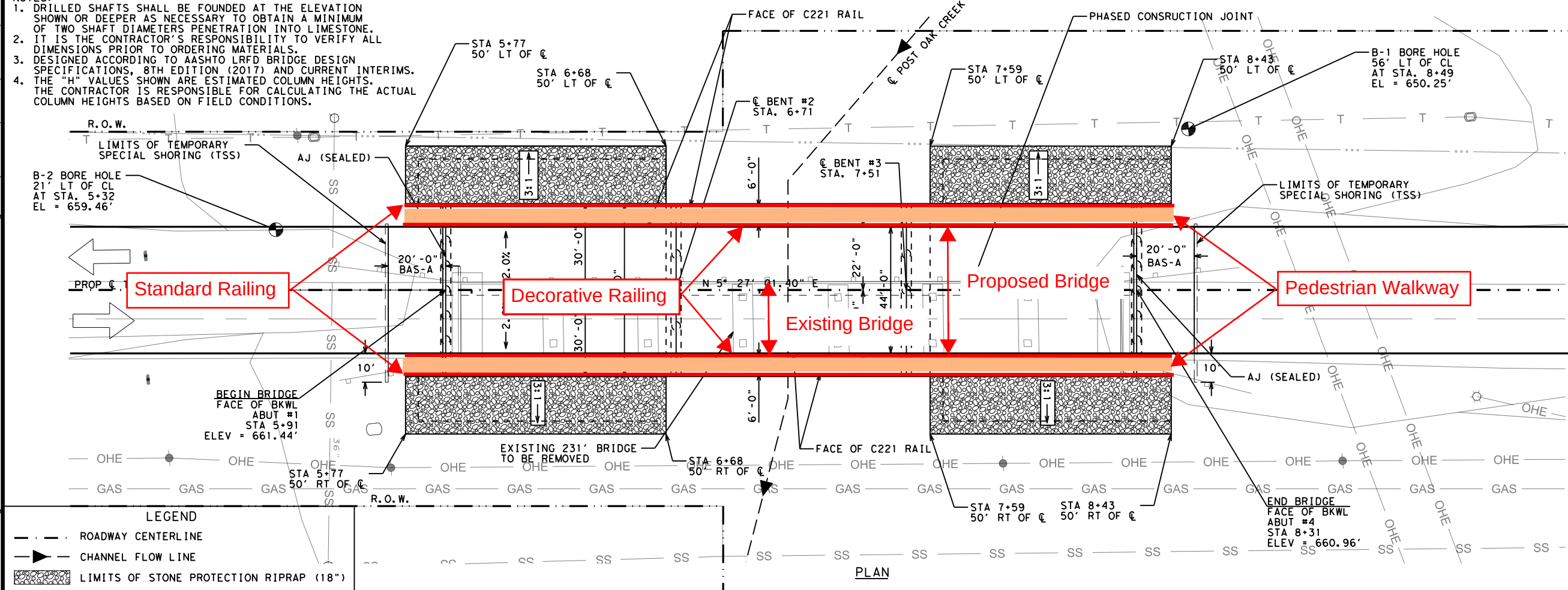
HEC-RAS CROSS-SECTION LAYOUT



S TRAVIS ST
POST OAK CREEK
BRIDGE HYDRAULIC
DATA

DN:	CK:	DW:	CK:
-----	-----	-----	-----

1. DRILLED SHAFTS SHALL BE FOUNDED AT THE ELEVATION SHOWN OR DEEPER AS NECESSARY TO OBTAIN A MINIMUM OF TWO SHAFT DIAMETERS PENETRATION INTO LIMESTONE.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS PRIOR TO ORDERING MATERIALS.
3. DESIGNED ACCORDING TO AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION (2017) AND CURRENT INTERIMS.
4. THE "H" VALUES SHOWN ARE ESTIMATED COLUMN HEIGHTS. THE CONTRACTOR IS RESPONSIBLE FOR CALCULATING THE ACTUAL COLUMN HEIGHTS BASED ON FIELD CONDITIONS.

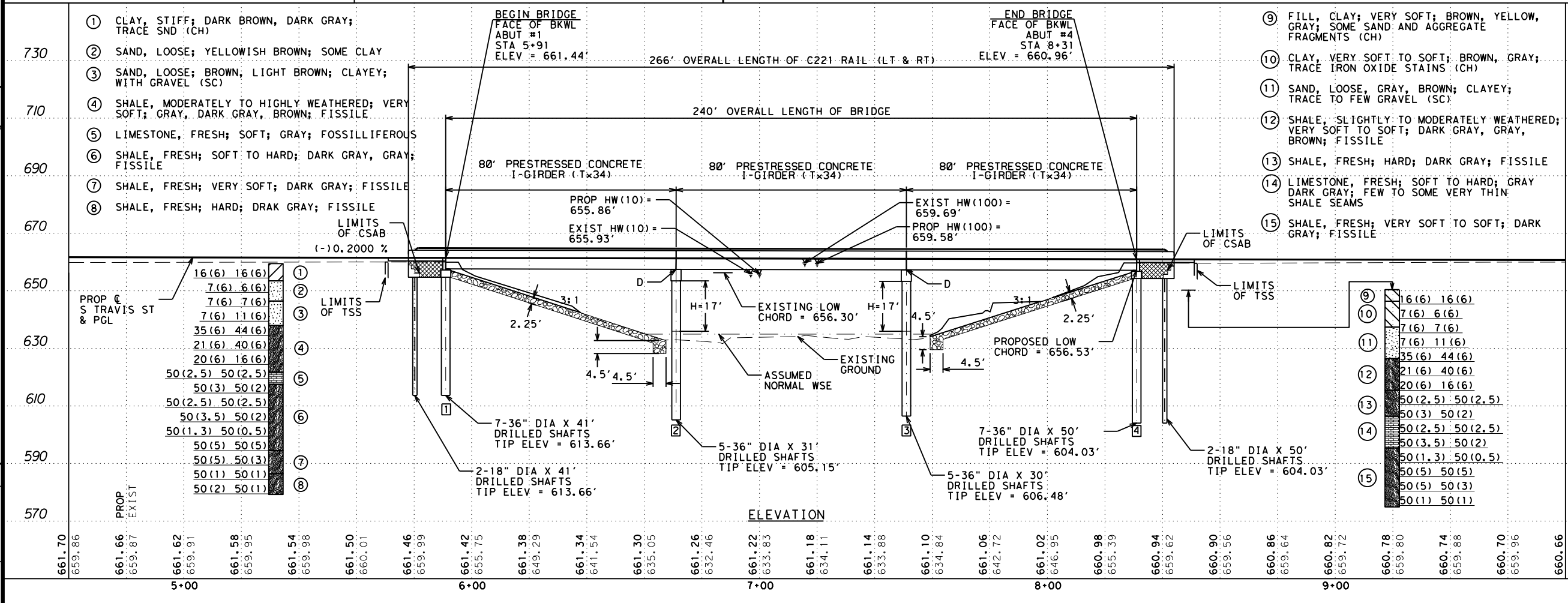


ALL ABUTMENTS AND BENTS
ARE ON BEARING
N84° 32' 59"W

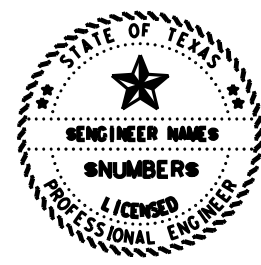
```
BRIDGE DATA
DESIGN SPEED: 45 MPH
AADT: 2,519 (2018); 3,743 (2038)
FUNCTIONAL CLASS: URBAN
OFF-SYSTEM MINOR ARTERIAL
LEVEL TERRAIN

EXISTING STRUCTURE:
NBI#: 01-092-0-C043-21-001
STA. 5+95 - 8+26
231' 7-SPAN CONCRETE DECK
T-BEAM GIRDERS

PROPOSED STRUCTURE:
NBI#: 01-092-0-C043-21-002
STA. 5+91 - 8+31
240. 3-SPAN PRESTRESSED CONCRETE
1-GIRDERS (Tx34) W/ 3:1 ABUTMENT
0° SKEW
```



REFER TO PLAN AND PROFILE
SHEETS FOR CONTROL
INFORMATION



S TRAVIS ST
BRIDGE LAYOUT
POST OAK CREEK

SCALE

VERTICAL: 1" = 40'

HORIZONTAL: 1" = 40'

© 2021



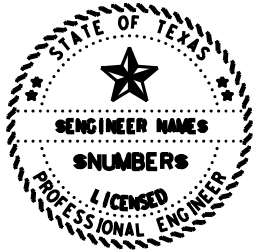
CONT	SECT	JOB	HIGHWAY
0901	19	205	S TRAVIS ST
DIST	COUNTY		SHEET NO.
PAR	GRAYSON		48

DATE: 5/5/2021 1:04:18 PM
FILE: D:\txdot\projectwiseonline.com\TXDOT12\Documents\01 - PAR\Design Projects\090119205\4 - Design\Plan Set\1. General\G201 BEARING SEAT ELEVATIONS AND ESTIMATED QUANTITIES.dgn

SUMMARY OF POST OAK CREEK BRIDGE ITEMS (PHASE 111A CONSTRUCTION)												
LOCATION	400 6005	416 6001	416 6004	420 6013	420 6025	420 6037	422 6001	422 6015	425 6036	432 6033	450 6030	454 6004
	CEM STABIL BKFL	DRILL SHAFT (18 IN)	DRILL SHAFT (36 IN)	CL C CONC (ABUT)	CL C CONC (BENT)	CL C CONC (COLUMN)	REINF CONC SLAB	APPROACH SLAB	PRESTR CONC GIRDER (TX34)	RIPRAP (STONE PROTECTION) (18 IN)	RAIL (TY C221)	ARMOR JOINT (SEALED)
	CY	LF	LF	CY	CY	CY	SF	CY	LF	CY	LF	LF
STA 5+91 - 8+31	127	91	547	37.4	29.2	107.1	7,639	38	954.0	541	532	47.66
PROJECT TOTALS	127	91	547	37.4	29.2	107.1	7,639	38	954.0	541	532	47.66

SUMMARY OF POST OAK CREEK BRIDGE ITEMS (PHASE 111B CONSTRUCTION)												
LOCATION	400 6005	416 6001	416 6004	420 6013	420 6025	420 6037	422 6001	422 6015	425 6036	432 6033	450 6030	454 6004
	CEM STABIL BKFL	DRILL SHAFT (18 IN)	DRILL SHAFT (36 IN)	CL C CONC (ABUT)	CL C CONC (BENT)	CL C CONC (COLUMN)	REINF CONC SLAB	APPROACH SLAB	PRESTR CONC GIRDER (TX34)	RIPRAP (STONE PROTECTION) (18 IN)	RAIL (TY C221)	ARMOR JOINT (SEALED)
	CY	LF	LF	CY	CY	CY	SF	CY	LF	CY	LF	LF
STA 5+91 - 8+31	112	91	395	33.2	25.9	71.4	6,761	32	715.5	541	532	40.34
PROJECT TOTALS	112	91	395	33.2	25.9	71.4	6,761	32	715.5	541	532	40.34

BEARING SEAT ELEVATIONS (FT)								
ABUT 1 (FWD	GIRDER 1	GIRDER 2	GIRDER 3	GIRDER 4	GIRDER 5	GIRDER 6	GIRDER 7	
	656.697	656.877	657.057	657.237	657.057	656.877	656.697	
BENT 2 (BK)	656.539	656.719	656.899	657.079	656.899	656.719	656.539	
BENT 2 (FWD)	656.535	656.715	656.895	657.075	656.895	656.715	656.535	
BENT 3 (BK)	656.379	656.559	656.739	656.919	656.739	656.559	656.379	
BENT 3 (FWD)	656.376	656.556	656.736	656.916	656.736	656.556	656.376	
ABUT 4 (BK)	656.219	656.399	656.579	656.759	656.579	656.399	656.219	

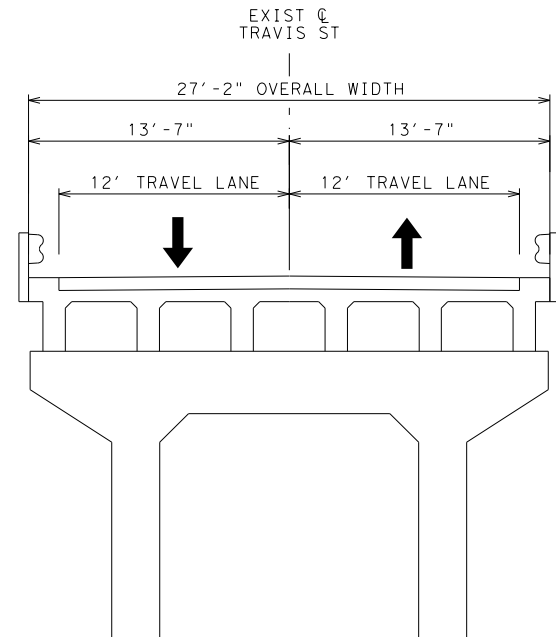


S TRAVIS ST
BEARING SEAT
ELEVATIONS AND
ESTIMATED
QUANTITIES

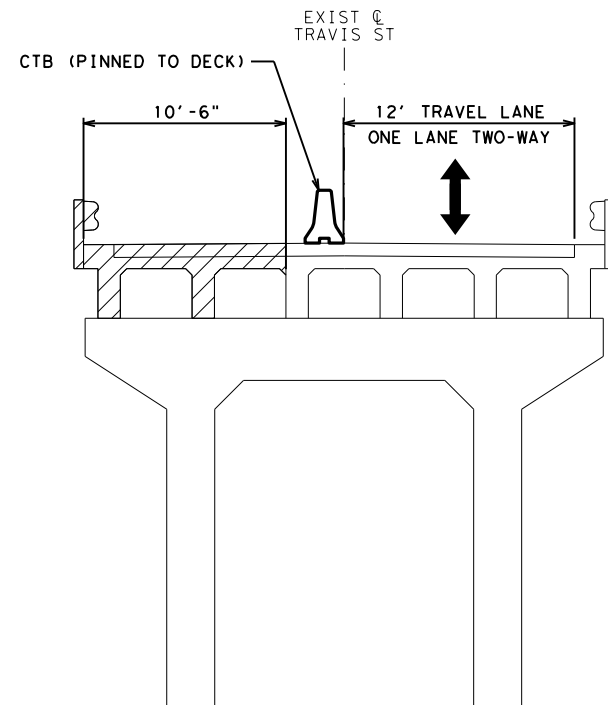
© 2021

CONT	SECT	JOB	HIGHWAY
0901	19	205	S TRAVIS ST
DIST	COUNTY		SHEET NO.
PAR	GRAYSON		49

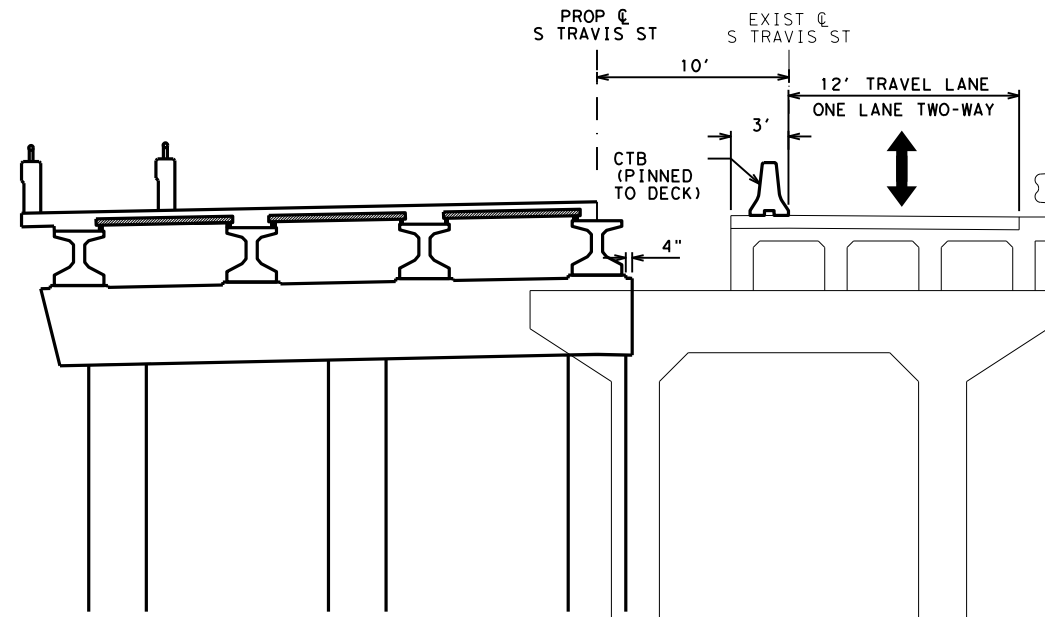
CHK:
 DWF:
 CKE:
 DNE:



EXISTING BRIDGE



PHASE IIIA
REMOVAL



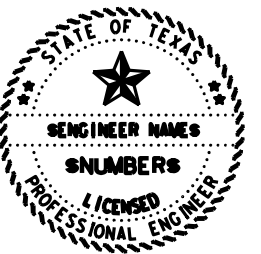
PHASE IIIA
BENT SECTION CONSTRUCTION

PHASE IIIA REMOVAL OPERATIONS:

1. PLACE TRAFFIC CONTROL DEVICES FOR ONE LANE TWO-WAY TRAFFIC ACROSS EXISTING BRIDGE. PLACE CTB AND PIN TO EXISTING BRIDGE DECK USING SINGLE LANE TRAFFIC CONTROL AND INTERMITTENT TRAFFIC STOPS.
2. DEMOLISH WEST 10.5' OF EXISTING BRIDGE SUPERSTRUCTURE.

PHASE IIIA CONSTRUCTION OPERATIONS:

1. CONSTRUCT WEST SECTION OF THE PROPOSED BRIDGE AND APPROACH ROADWAY.



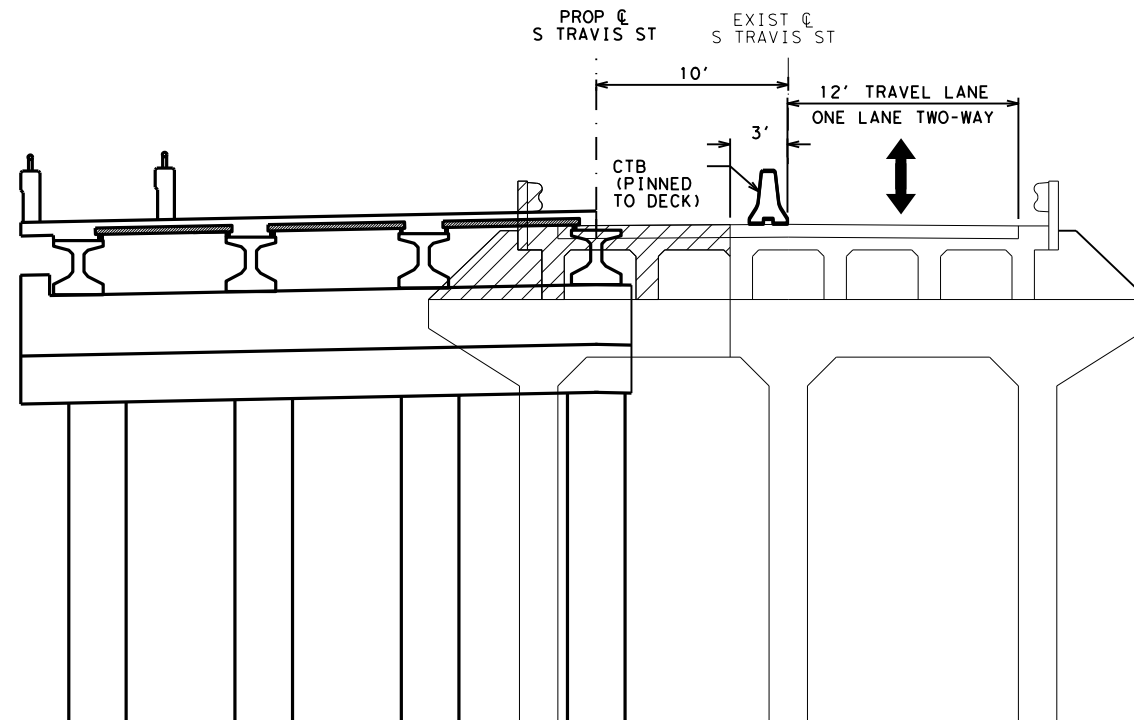
\$ROADWAY NAME\$
POST OAK CREEK
PHASED
CONSTRUCTION
SEQUENCE

SHEET 1 OF 2

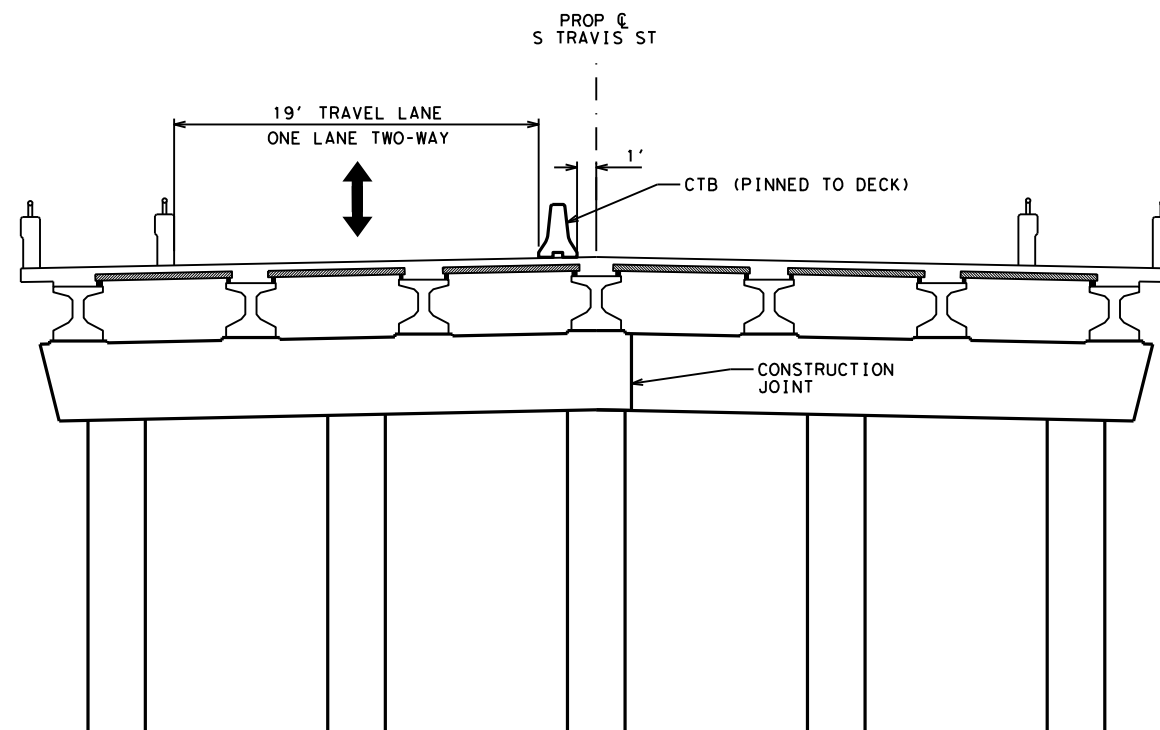
© \$YEARS\$			
CONT	SECT	JOB	HIGHWAY
\$C\$	\$S\$	\$J\$	\$HWY\$
DIST	COUNTY		SHEET NO.
\$DST\$	\$CTY\$		\$BU\$

DATE: \$DATE\$ \$TIME\$
FILE: \$FILE\$

DATE: \$DATE\$
FILE: \$FILE\$
TIME: \$TIME\$
Ck: \$Ck\$
Dht: \$Dht\$
Ck: \$Ck\$
Dht: \$Dht\$



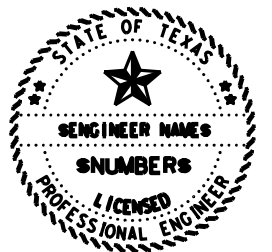
PHASE IIIB
ABUTMENT SECTION CONSTRUCTION



PHASE IIIB

PHASE IIIB OPERATIONS:

1. PLACE CTB AND PIN TO THE PROPOSED BRIDGE DECK, CONTINUING TO UTILIZE THE ONE LANE, TWO-WAY TRAFFIC CONTROL IN THE EXISTING BRIDGE EAST LANE.
2. MOVE TRAFFIC CONTROL DEVICES TO ONE LANE, TWO-WAY TRAFFIC IN THE WEST LANE OF THE PROPOSED BRIDGE AND APPROACH ROADWAY.
3. DEMOLISH THE REMAINING EAST SECTION OF THE EXISTING BRIDGE.
4. CONSTRUCT THE EAST SECTION OF THE PROPOSED BRIDGE AND APPROACH ROADWAY.



\$ROADWAY NAME\$
POST OAK CREEK
PHASED
CONSTRUCTION
SEQUENCE

SHEET 2 OF 2

© \$YEARS\$				Texas Department of Transportation	
CONT	SECT	JOB	HIGHWAY		
\$C\$	\$S\$	\$J\$	\$HWY\$		
DIST	COUNTY		SHEET NO.		
\$DST\$	\$CTY\$		\$BU\$		

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DATE: \$DATE\$ FILE: \$FILES\$

I. STORMWATER POLLUTION PREVENTION-CLEAN WATER ACT SECTION 402

TPDES TXR 150000: Stormwater Discharge Permit or Construction General Permit required for projects with 1 or more acres disturbed soil. Projects with any disturbed soil must protect for erosion and sedimentation in accordance with Item 506.

List MS4 Operator(s) that may receive discharges from this project. They may need to be notified prior to construction activities.

1.

2.
- ☐ No Action Required☒ Required Action

Action No.

1. Prevent stormwater pollution by controlling erosion and sedimentation in accordance with TPDES Permit TXR 150000
2. Comply with the SW3P and revise when necessary to control pollution or required by the Engineer.
3. Post Construction Site Notice (CSN) with SW3P information on or near the site, accessible to the public and TCEQ, EPA or other inspectors.
4. When Contractor project specific locations (PSL's) increase disturbed soil area to 5 acres or more, submit NOI to TCEQ and the Engineer.

II. WORK IN OR NEAR STREAMS, WATERBODIES AND WETLANDS CLEAN WATER ACT SECTIONS 401 AND 404

USACE Permit required for filling, dredging, excavating or other work in any water bodies, rivers, creeks, streams, wetlands or wet areas.

The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

- ☐ No Permit Required
- ☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)
- ☒ Nationwide Permit 14 - PCN Required (1/10 to <1/2 acre, 1/3 in tidal waters)
- ☐ Individual 404 Permit Required
- ☐ Other Nationwide Permit Required: NWP# _____

Required Actions: List waters of the US permit applies to, location in project and check Best Management Practices planned to control erosion, sedimentation and post-project TSS.

1. Post Oak Creek
2.
3.
4.

The elevation of the ordinary high water marks of any areas requiring work to be performed in the waters of the US requiring the use of a nationwide permit can be found on the Bridge Layouts.

Best Management Practices:

Erosion

- ☒ Temporary Vegetation
- ☐ Blankets/Matting
- ☐ Mulch
- ☐ Sodding
- ☐ Interceptor Swale
- ☐ Diversion Dike
- ☐ Erosion Control Compost
- ☐ Mulch Filter Berm and Socks
- ☐ Compost Filter Berm and Socks

Sedimentation

- ☒ Silt Fence
- ☒ Rock Berm
- ☐ Triangular Filter Dike
- ☐ Sand Bag Berm
- ☐ Straw Bale Dike
- ☐ Brush Berms
- ☐ Erosion Control Compost
- ☐ Mulch Filter Berm and Socks
- ☐ Compost Filter Berm and Socks
- ☐ Stone Outlet Sediment Traps
- ☐ Sediment Basins

Post-Construction TSS

- ☐ Vegetative Filter Strips
- ☐ Retention/Irrigation Systems
- ☐ Extended Detention Basin
- ☐ Constructed Wetlands
- ☐ Wet Basin
- ☐ Erosion Control Compost
- ☐ Mulch Filter Berm and Socks
- ☐ Compost Filter Berm and Socks
- ☒ Vegetation Lined Ditches
- ☐ Sand Filter Systems
- ☐ Grassy Swales

III. CULTURAL RESOURCES

Refer to TxDOT Standard Specifications in the event historical issues or archeological artifacts are found during construction. Upon discovery of archeological artifacts (bones, burnt rock, flint, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.

- ☒ No Action Required
- ☐ Required Action

Action No.

1.
2.
3.
4.

IV. VEGETATION RESOURCES

Preserve native vegetation to the extent practical. Contractor must adhere to Construction Specification Requirements Specs 162, 164, 192, 193, 506, 730, 751, 752 in order to comply with requirements for invasive species, beneficial landscaping, and tree/brush removal commitments.

- ☒ No Action Required
- ☐ Required Action

Action No.

1.
2.
3.
4.

V. FEDERAL LISTED, PROPOSED THREATENED, ENDANGERED SPECIES, CRITICAL HABITAT, STATE LISTED SPECIES, CANDIDATE SPECIES AND MIGRATORY BIRDS.

- ☒ No Action Required
- ☐ Required Action

Action No.

1.
2.
3.
4.

If any of the listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately. The work may not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If caves or sinkholes are discovered, cease work in the immediate area, and contact the Engineer immediately.

LIST OF ABBREVIATIONS

BMP: Best Management Practice

CCP: Construction General Permit

DSHS: Texas Department of State Health Services

FHWA: Federal Highway Administration

MOA: Memorandum of Agreement

MOU: Memorandum of Understanding

MS4: Municipal Separate Stormwater Sewer System

MBTA: Migratory Bird Treaty Act

NOT: Notice of Termination

NWP: Nationwide Permit

NOI: Notice of Intent

SPCC: Spill Prevention Control and Countermeasure

SW3P: Storm Water Pollution Prevention Plan

PCN: Pre-Construction Notification

PSL: Project Specific Location

TCEQ: Texas Commission on Environmental Quality

TPDES: Texas Pollutant Discharge Elimination System

TPWD: Texas Parks and Wildlife Department

TxDOT: Texas Department of Transportation

T&E: Threatened and Endangered Species

USACE: U.S. Army Corps of Engineers

USFWS: U.S. Fish and Wildlife Service

VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

General (applies to all projects):

Comply with the Hazard Communication Act (the Act) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used.

Obtain and keep on-site Material Safety Data Sheets (MSDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: Paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bare ground and covered, for products which may be hazardous. Maintain product labelling as required by the Act.

Maintain an adequate supply of on-site spill response materials, as indicated in the MSDS. In the event of a spill, take actions to mitigate the spill as indicated in the MSDS, in accordance with safe work practices, and contact the District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of all product spills.

Contact the Engineer if any of the following are detected:

- * Dead or distressed vegetation (not identified as normal)
- * Trash piles, drums, canister, barrels, etc.
- * Undesirable smells or odors
- * Evidence of leaching or seepage of substances

Does the project involve any bridge class structure rehabilitation or replacements (bridge class structures not including box culverts)?

- ☒ Yes
- ☐ No

If "No", then no further action is required.

If "Yes", then TxDOT is responsible for completing asbestos assessment/inspection.

Are the results of the asbestos inspection positive (is asbestos present)?

- ☐ Yes
- ☒ No

If "Yes", then TxDOT must retain a DSHS licensed asbestos consultant to assist with the notification, develop abatement/mitigation procedures, and perform management activities as necessary. The notification form to DSHS must be postmarked at least 15 working days prior to scheduled demolition.

If "No", then TxDOT is still required to notify DSHS 15 working days prior to any scheduled demolition.

In either case, the Contractor is responsible for providing the date(s) for abatement activities and/or demolition with careful coordination between the Engineer and asbestos consultant in order to minimize construction delays and subsequent claims.

Any other evidence indicating possible hazardous materials or contamination discovered on site. Hazardous Materials or Contamination Issues Specific to this Project:

- ☐ No Action Required
- ☒ Required Action

Action No.

1. Lead-based paint is found on existing guardrail and mounts. The existing guardrail shall only be removed by unbolting or cutting with shears. Torch cutting is not allowed for guardrail removal.
2.

3.

VII. OTHER ENVIRONMENTAL ISSUES

(includes regional issues such as Edwards Aquifer District, etc.)

- ☒ No Action Required
- ☐ Required Action

Action No.

1.
2.
3.

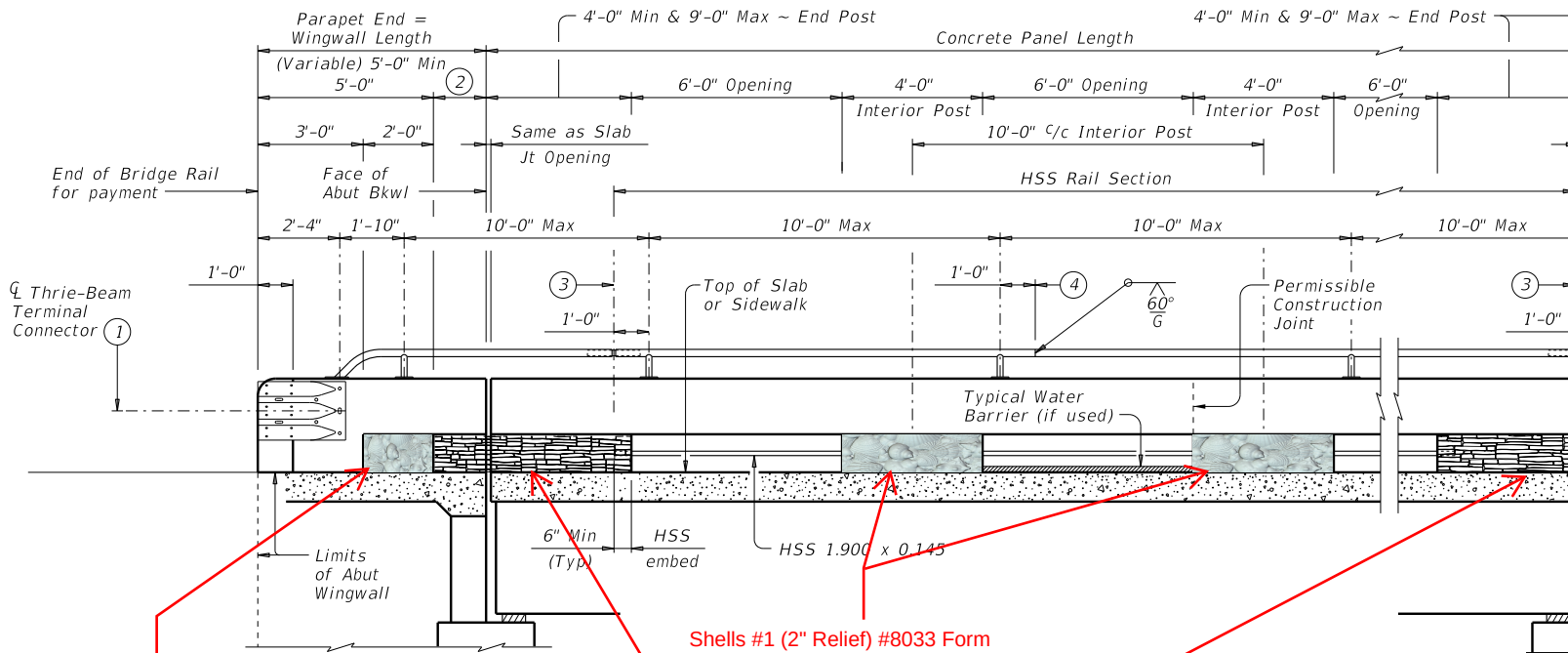


Design
Division
Standard

ENVIRONMENTAL PERMITS,
ISSUES AND COMMITMENTS
EPIC

FILE: epic.dgn	DN: TxDOT	CK: RG	DW: VP	CK: AR
©TxDOT: February 2015	CONT	SECT	JOB	HIGHWAY
12-12-2011 (DS) REVISIONS	\$C\$	\$S\$	\$J\$	\$HWY\$
05-07-14 ADDED NOTE SECTION IV.	DIST	COUNTY	SHEET NO.	
01-23-2015 SECTION I (CHANGED ITEM 1122 TO ITEM 506, ADDED GRASSY SWALES.	\$DST\$	\$CTY\$	\$DY\$	

DATE: \$DATE\$ FILE: \$FILES\$	C&G D&E C&G D&E	SITE DESCRIPTION PROJECT LIMITS: THIS PROJECT IS IN SHERMAN, TX IN CENTRAL GRAYSON COUNTY ON S TRAVIS ST AT POST OAK CREEK. PROJECT DESCRIPTION: BRIDGE REPLACEMENT MAJOR SOIL DISTURBING ACTIVITIES: INCLUDES PREP ROW, EXCAVATION AND EMBANKMENT, BRIDGE REMOVAL AND REPLACEMENT, CHANNEL EXCAVATION, DITCH GRADING, EROSION AND SEDIMENTARY CONTROLS, TEMPORARY AND PERMANENT SEEDING. TOTAL PROJECT AREA: 5.13 ACRES TOTAL AREA TO BE DISTURBED: 1.66 AC (32%) EXISTING CONDITION OF SOIL & VEGETATIVE COVER AND % OF EXISTING VEGETATIVE COVER: The existing soil consists of Elbon, Fairlie and Houston Black clays, consisting of moderately well drained, very slowly permeable soils. Slopes range from 0 to 3 percent. Native grasses, brush, and trees cover the existing soil. NAME OF RECEIVING WATERS: Post Oak Creek, Segment 0202E, flows approximately 4.3 miles, then flows into Choctaw Creek, Segment 0202F. Choctaw Creek flows approximately 28.7 miles before flowing into the Red River, Segment 0202.		EROSION AND SEDIMENT CONTROLS SOIL STABILIZATION PRACTICES & STRUCTURAL PRACTICES: EROSION CONTROL: ☒ TEMPORARY SEEDING ☒ PERMANENT PLANTING, SODDING, OR SEEDING ☐ MULCHING ☐ SOIL RETENTION BLANKET ☐ BUFFER ZONES ☐ PRESERVATION OF NATURAL RESOURCES OTHER: DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITY HAS CEASED (TEMPORARILY OR PERMANENTLY) SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITIES ARE SCHEDULED TO RESUME AND DO WITHIN 21 DAYS. SEDIMENTATION CONTROL: ☒ SILT FENCES ☐ HAY BALES ☒ ROCK BERMS ☐ DIVERSION, INTERCEPTOR, OR PERIMETER DIKES ☐ DIVERSION, INTERCEPTOR, OR PERIMETER SWALES ☐ DIVERSION DIKE AND SWALE COMBINATIONS ☐ PIPE SLOPE DRAINS ☐ PAVED FLUMES ☐ ROCK BEDDING AT CONSTRUCTION EXIT ☐ TIMBER MATTING AT CONSTRUCTION EXIT ☐ CHANNEL LINERS ☐ SEDIMENT TRAPS ☐ SEDIMENT BASINS ☐ STORM INLET SEDIMENT TRAP ☐ STONE OUTLET STRUCTURES ☐ CURBS AND GUTTERS ☐ STORM SEWERS ☐ VELOCITY CONTROL DEVICES POST-CONSTRUCTION CONTROLS: ☐ RETENTION / IRRIGATION ☐ EXTENDED DETENTION BASIN (ie: ROCK BERMS) ☐ VEGETATIVE FILTER STRIPS ☐ GRASSY SWALES ☒ VEGETATIVE LINED DRAINAGE DITCHES ☐ CONSTRUCTED WET LANDS ☐ WET BASINS ☐ SAND FILTER SYSTEMS NARRATIVE - SEQUENCE OF CONSTRUCTION (STORM WATER MANAGEMENT) ACTIVITIES: THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS: MAJOR SOIL DISTURBING ACTIVITIES SHALL NOT BE PERFORMED UNTIL EMBANKMENT PLACEMENT IS SCHEDULED TO BEGIN WITHIN FIVE (5) WORKING DAYS. INSTALL EROSION AND SEDIMENTATION CONTROLS PRIOR TO SOIL DISTURBANCE WHENEVER POSSIBLE. ONCE BEGUN, EARTHWORK ACTIVITIES SHALL BE PROGRESSED WITHOUT DELAY, UNLESS APPROVED BY THE ENGINEER, UNTIL FINAL GRADING IS ACCOMPLISHED. EROSION CONTROL MEASURES SHALL BE APPLIED IMMEDIATELY UPON COMPLETION OF THE EMBANKMENT PLACEMENT TO MINIMIZE POTENTIAL WATER QUALITY IMPACTS. REMARKS: Disposal areas, stockpiles, and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wetland, waterbody or streambed. The Contractor shall designate a location for, construct, and maintain an area for concrete mixing, handling and delivery equipment to wash out. Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants. All waterways shall be cleared as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, debris or other obstructions placed during construction operations that are not a part of the finished work.		MAINTENANCE: All erosion and sediment controls will be maintained in good working order. If a repair is necessary, it will be done at the earliest date possible, but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from heavy equipment. The areas adjacent to creeks and drainageways shall have priority followed by devices protecting storm sewer inlets. INSPECTION: An inspection will be performed by a TxDOT Inspector at least once every seven (7) calendar days. An inspection and maintenance report will be made per each inspection. Stormwater controls will be modified as directed by the Engineer based on these reports. OTHER EROSION AND SEDIMENT CONTROLS: WASTE MATERIALS: All trash and construction debris from the job site will be disposed of by the Contractor at a local dump. No construction materials will be buried on site. HAZARDOUS WASTE (INCLUDING SPILL REPORTING): Any hazardous waste spills shall be reported to the TxDOT Safety Officer in Paris. It shall be the responsibility of the waste owner to provide for the required clean-up. If the owner cannot be determined, the district laboratory shall direct in the clean-up operation. SANITARY WASTE: Any sanitary waste shall be collected from portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor. All sanitary waste from permanent sites will be collected by local sanitary sewer systems. OFFSITE VEHICLE TRACKING: ☐ HAUL ROADS DAMPENED FOR DUST CONTROL ☒ LOADED HAUL TRUCKS TO BE COVERED WITH TARPULIN ☒ EXCESS DIRT ON ROAD REMOVED DAILY ☐ STABILIZED CONSTRUCTION ENTRANCE THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL SUBCONTRACTORS ARE AWARE OF AND COMPLY WITH ALL COMPONENTS OF THE SW3P.											
		STATE OF TEXAS ENGINEER NAME NUMBERS LICENSED PROFESSIONAL ENGINEER															
		ROADWAY NAME STORMWATER POLLUTION PREVENTION PLAN															
		YEARS Texas Department of Transportation <table><tr><td>CONT</td><td>SECT</td><td>JOB</td><td>HIGHWAY</td></tr><tr><td>\$C\$</td><td>\$S\$</td><td>\$J\$</td><td>\$HWY\$</td></tr><tr><td>DIST</td><td colspan="2">COUNTY</td><td>SHEET NO.</td></tr><tr><td>\$DST\$</td><td colspan="2">\$CTY\$</td><td>\$DZ\$</td></tr></table>		CONT	SECT	JOB	HIGHWAY	\$C\$	\$S\$	\$J\$	\$HWY\$	DIST	COUNTY		SHEET NO.	\$DST\$	\$CTY\$
CONT	SECT	JOB	HIGHWAY														
\$C\$	\$S\$	\$J\$	\$HWY\$														
DIST	COUNTY		SHEET NO.														
\$DST\$	\$CTY\$		\$DZ\$														



Shells #1 (2" Relief) #8033 Form Liner by Customrock or Equal.

Shells #1 (2" Relief) #8033 Form Liner by Customrock or Equal.

Colored Concrete
Autumn Leaves Drystack #1125A
Form Liner by Customrock or Equal.

ROADWAY ELEVATION OF RAIL

(Showing without raised sidewalk)

RESOLUTION NO. 6496

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR A FEDERAL-AID HIGHWAY PROJECT TO REPLACE A BRIDGE OFF THE STATE SYSTEM (SOUTH TRAVIS STREET BRIDGE); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Advance Funding Agreement with the State of Texas, acting by and through the Texas Department of Transportation, for a Federal-Aid Highway Project to replace a bridge off the state system, being the South Travis Street bridge in the City of Sherman, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the 1st day of July, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: DAVID PLYLER
DAVID PLYLER, MAYOR

APPROVED AS TO FORM
AND CONTENT:

BY: Brandon S. Shelby
BRANDON S. SHELBY,
CITY ATTORNEY

CERTIFIED COPY- DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED IN
THE OFFICE OF THE CITY CLERK.

Linda Ashby
CITY CLERK, SHERMAN, TEXAS

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District # 01-PAR
Code Chart 64 # 39200
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Federal Highway Administration
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CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the **City of Sherman**, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at **Post Oak Creek on South Travis Street**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number **115291**, dated August 30, 2018; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the “Project”. The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

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AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The Agreement is terminated in writing with the mutual consent of the parties;
- B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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6. Right of Way and Real Property

- A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

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9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A.** A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B.** Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

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- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

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- H.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L.** The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M.** Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to _____ percent (____%).
- N.** The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state

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auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D. Responsibilities of the Local Government on EMPs.
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 - 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.

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3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived.** Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: City Manager
City of Sherman
220 West Mulberry Street
Sherman, Texas 75090

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

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21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be

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notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall

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have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred,

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suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:

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1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is:
<https://www.sam.gov/portal/public/SAM/>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website
<http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

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- C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

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- K.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L.** Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

DocuSigned by:

Robby Hefton

8D620035F0602405...

Signature

Robby Hefton

Typed or Printed Name

Sherman City Manager

Title

8/7/2019

Date

THE STATE OF TEXAS

DocuSigned by:

Graham Bettis

0B572EE0BD11457...

Graham Bettis, P.E.

Bridge Division Director

Texas Department of Transportation

8/8/2019

Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

RESOLUTION NO. 6496

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR A FEDERAL-AID HIGHWAY PROJECT TO REPLACE A BRIDGE OFF THE STATE SYSTEM (SOUTH TRAVIS STREET BRIDGE); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Advance Funding Agreement with the State of Texas, acting by and through the Texas Department of Transportation, for a Federal-Aid Highway Project to replace a bridge off the state system, being the South Travis Street bridge in the City of Sherman, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the 1st day of July, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: Per
DAVID PLYLER, MAYOR

APPROVED AS TO FORM
AND CONTENT:

BY: Brandon S. Shelby
BRANDON S. SHELBY,
CITY ATTORNEY

CERTIFIED COPY- DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED IN
THE OFFICE OF THE CITY CLERK.

Linda Ashby
CITY CLERK, SHERMAN, TEXAS

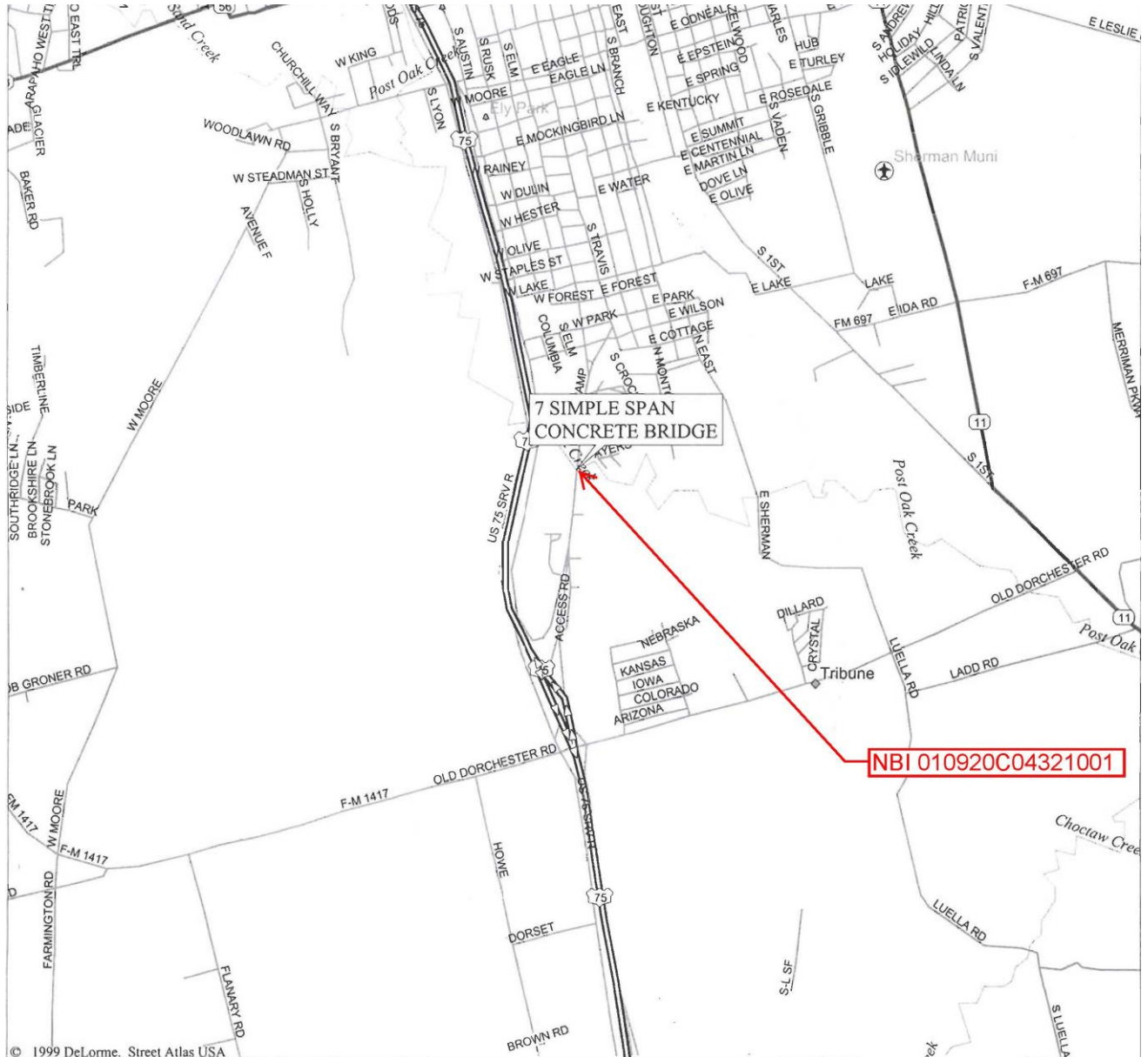
Resolution No. 6496

ISSUED: 7/10/2019

Solo Page

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ATTACHMENT B PROJECT LOCATION MAP



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ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
NOT APPLICABLE TO THIS PROJECT				
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
Total				

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

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ATTACHMENT D ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$375,000	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) \$37,500
Construction	\$2,208,000	
Engineering and Contingency (E&C)	110,400	
The Sum of Construction and E&C	(2) \$2,318,400	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$231,840
Amount of Advance Funds Paid by Local Government *		(5) \$0
Amount of Advance Funds to be Paid by Local Government *		(6) \$269,340
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$0
Total Project Direct Cost	(1+2) \$2,693,760	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
 on Attachment C. (not applicable)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E. 4.

Meeting Date: 01/18/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6837

Authorizing Execution of a Professional Engineering Design Services Agreement with Birkhoff, Hendricks & Carter, L.L.P. for Design of the Shepherd Drive Sewer Extension Project

Issue:

To consider a contract for professional services with Birkhoff, Hendricks & Carter, L.L.P. for engineering services to design and provide construction drawings for the Shepherd Drive Sewer Extension Project

Background:

This project is for the design of the extension of approximately 1,140 linear feet of a new 24-inch wastewater main. This main extension is needed to provide service for development south of Shepherd Drive.

Origination:

Engineering Department

Financial Consideration:

The total Basic Engineering Services fee will be \$39,600.00 and the total Authorized Special Services fee will be \$25,370.00, for a total budgeted amount of \$64,970.00. The Special Services relate to non-engineering services needed to prepare the project for construction, such as surveying, preparing bid documents, identifying underground utilities, etc. Funding is available in the Utility Improvement Fund.

Staff Recommendation:

It is recommended that the contract for professional services with Birkhoff, Hendricks & Carter, L.L.P. for engineering services to design and provide construction drawings for the Shepherd Drive Sewer Extension Project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6837
Agreement
Location Map

RESOLUTION NO. 6837

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH BIRKHOFF, HENDRICKS & CARTER, L.L.P. FOR DESIGN OF THE SHEPHERD DRIVE SEWER EXTENSION PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Engineering Design Services Agreement with Birkhoff, Hendricks & Carter, L.L.P. for Design of the Shepherd Drive Sewer Extension Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 18th day of January, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY:

**_____
DAVID PLYLER, MAYOR**

**BY: _____
LINDA ASHBY, CITY CLERK**

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

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

AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES

This AGREEMENT or CONTRACT is made and entered into this ____ day of January, 2022, by and between the City of Sherman, Texas hereinafter called the OWNER, and Birkhoff, Hendricks & Carter, L.L.P., hereinafter called the ENGINEER.

RECITALS

WHEREAS, the OWNER intends to construct the Shepherd Drive Sewer Extension, hereinafter referred to as the PROJECT; and

WHEREAS, the OWNER desires to obtain engineering services in connection with the PROJECT as set forth in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, the ENGINEER is acceptable to the OWNER, and is willing to enter into an Agreement with the OWNER to perform such services; and

NOW, in consideration of the premises and mutual covenants contained herein, the OWNER and the ENGINEER agree as follows:

SECTION I EMPLOYMENT OF ENGINEER

ENGINEER agrees to furnish engineering design services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

SECTION II CHARACTER AND EXTENT OF SERVICES

The Basic Engineering Services to be rendered by ENGINEER are to be considered distinguishable from other services and shall be performed as required during the following phases of the PROJECT:

- A. PRELIMINARY DESIGN PHASE
- B. INTERMEDIATE DESIGN PHASE
- C. FINAL DESIGN PHASE
- D. CONSTRUCTION PHASE

In addition to the Basic Services, other services related to the PROJECT that may be included by specific authorization are identified herein as "F. SPECIAL SERVICES."

These various services that ENGINEER will perform are more fully described as follows:

A. PRELIMINARY DESIGN PHASE

1. ENGINEER will attend a conference with OWNER regarding the scope and requirements for the PROJECT.
2. Prepare preliminary engineering review drawings to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Profile to include creek flow line elevations approximately every 100 feet. Provide sufficient detail to indicate clearly the problems involved and provide alternate solutions available to the OWNER, if any. Include preliminary plan and profile sheets, a preliminary ownership map, and preliminary opinion of probable construction cost estimates for the PROJECT and set forth clearly the ENGINEER's recommendations for any alternate designs.
3. Furnish the OWNER all necessary half-size (11" x 17") paper copies of the preliminary construction drawings. Furnish a "pdf" file of the preliminary drawings and of the preliminary opinion of probable construction cost estimate. All copies in excess of ten (10) paper copies are to be paid for separately as provided hereinafter.
4. Water, sanitary sewer, and storm drains will be shown on the plan view of the plans based on field information and surveys collected by the ENGINEER and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown in the plan view of the plans based on field information and surveys collected by the ENGINEER, utility locates requested by the ENGINEER, and any available "Record Drawings" that the ENGINEER can obtain from other utilities.
4. Depending on comments received from the OWNER's review and field investigations, another set of preliminary phase construction drawings may be required.
5. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.
6. Upon completion of the Preliminary Design Phase, the ENGINEER will advise the OWNER of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys or special testing which, in the opinion of the ENGINEER, may be required for the proper execution of the PROJECT, and assist the OWNER in arranging for the conduct of such investigations and tests. The performance of geotechnical investigations and tests will not be a part of the ENGINEER's Basic Engineering Services and will not be included unless specifically authorized in writing under "E. SPECIAL SERVICES."
7. Upon completion of the Preliminary Design Phase, the ENGINEER will advise the OWNER of any Subsurface Utility Engineering that will require the vertical and horizontal identification of any public utility that may be in conflict with the proposed design. Exposure of public utilities will be performed by the Engineer as a SPECIAL SERVICE

upon authorization of the OWNER. Information from said exposure shall be depicted on the construction plans.

B. INTERMEDIATE DESIGN PHASE

1. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including construction-related notes. A general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s) will be required for this phase.
2. Furnish the OWNER all necessary half-size (11" x 17") paper copies of the intermediate engineering review drawings including preliminary ownership map, and an updated preliminary opinion of probable construction cost and the report from the geotechnical investigation. Furnish a "pdf" file of the intermediate review drawings and of the updated preliminary opinion of probable construction cost estimate and the geotechnical investigation. All copies in excess of ten (10) paper copies are to be paid for separately as provided hereinafter.
3. The updated preliminary opinion of probable construction cost estimates shall be based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical. The ENGINEER shall not be required to guarantee the accuracy of these preliminary opinion of probable construction cost estimates.
4. Develop the project design combining the application of sound engineering principles and economy which shall be manifested by completed Construction Contract Documents, (Plans, Specifications, etc.) and assist OWNER with submittal of such Documents to local, state, and federal agencies for approval as may be applicable.
5. Submit three (3) copies each of any necessary preliminary right-of-way or easement documents.
6. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.

C. FINAL DESIGN PHASE

1. Prepare final engineering review drawings that address all comments from the intermediate review.
2. Furnish the OWNER all necessary half-size (11" x 17") paper copies of the final engineering review drawings and the updated opinion of probable construction cost estimate and the geotechnical investigation. Furnish a "pdf" file of the final engineering review drawings and the updated opinion of probable construction cost estimate and the geotechnical investigation. All copies in excess of ten (10) paper copies are to be paid for separately as provided hereinafter.

3. Prepare a final detailed opinion of probable construction cost estimate based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical. The ENGINEER shall not be required to guarantee the accuracy of these opinion of probable construction cost estimates.
4. Submit three (3) final signed, sealed and dated copies each of any necessary right-of-way or easement documents.
5. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.
6. When required by the nature of the PROJECT, the ENGINEER shall provide necessary exhibits and attend one public meeting with the OWNER. The attendance of a public meeting will not be a part of the ENGINEER's Basic Engineering Services and will not be included unless specifically authorized in writing under "F. SPECIAL SERVICES."
7. Upon completion of the final design review, the ENGINEER shall furnish to the OWNER up to ten (10) additional half-size (11" x 17") paper copies of the construction drawings to be forwarded to the utility companies by the OWNER.
8. Upon completion of the final design review, the ENGINEER shall furnish to the OWNER, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

D. CONSTRUCTION PHASE

1. Attend a preconstruction meeting conducted by the OWNER.
2. Provide engineering surveys to refresh and re-establish benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the PROJECT, one time only. This does not include construction staking.
3. Represent the OWNER in the non-resident administration of the PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the OWNER may have to disapprove work and materials that fail to conform to the Construction Contract Documents when such failures are brought to the ENGINEER's attention. (This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions as desired by the ENGINEER, or when specifically requested by OWNER to visit on-site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspections to check quality or quantity of the work or material; nor does it place any responsibility on ENGINEER for the techniques and sequences of construction except as noted in the plans and specifications or the safety precautions

incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Construction Contract Documents). ENGINEER shall not be responsible for the Contractor's safety programs or systems.

4. Consult and advise the OWNER and issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary.
5. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment, and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Construction Contract Documents and assemble written guarantees which are required by the Construction Contract Documents. Shop drawings will be submitted and reviewed in "pdf", electronic file format.
6. Revise contract drawings ("Record Drawings") with the assistance of the OWNER and contractor mark ups to reflect available information as to how the work was constructed. Furnish a bound full-size (22" x 34") paper set of these revised drawings to the OWNER and provide an electronic copy of the drawing in PDF format, and AutoCAD (.DWG) format or in Drawing Exchange Format (.DXF). Retainage in the amount of ten percent (10%) of the Construction Phase fee will be withheld subject to submittal of "Record Drawings".
7. ENGINEER shall perform such services expeditiously and shall return the "Record Drawings" documents within fifteen (15) calendar days of being authorized to proceed by OWNER. This time frame shall not, except for cause of force majeure, be exceeded by ENGINEER.
8. ENGINEER shall not be responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, or methods at the project site; or supervising, directing, controlling, or otherwise being in charge of the actual work of the Contractor, its subcontractors, or other materialmen or service providers not engaged by ENGINEER. ENGINEER shall not be responsible for the Contractor's safety programs or systems.

E. SPECIAL SERVICES

Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by OWNER, or may be added to the ENGINEER's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:

1. Field surveys to collect information required for design, including photogrammetry, and related office computations and drafting. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman.

2. Land surveys for easements, establishment of boundaries and monuments, and related office computations and drafting.
3. Staking of the centerline of the proposed PROJECT for utility coordination. The ENGINEER or its surveyor shall stake the centerline throughout the extent of the PROJECT. The beginning and the end of the PROJECT shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire PROJECT, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.
4. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated in Section VI. C. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition after construction is complete. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
5. Assist the OWNER in obtaining the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.
6. Travel required of the ENGINEER to perform these Special Services in connection with the PROJECT.
7. Additional Construction Plans and Contract Documents in excess of fifteen (15) half-size (11" x 17") paper copies as required for the initiation, bidding, and administration of the PROJECT.
8. Revision of reports and Construction Contract Documents after specific approval by OWNER, as provided in Section VII.
9. Subsurface Utility Engineering that involves level "A" identification of a utility will be paid per each utility location identified.
10. Provide engineering surveys to refresh and re-establish benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.
11. Project Bidding
 - a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.

- b. Furnish to the OWNER all necessary half-size (11" x 17") paper copies of approved Construction Plans and 8 ½" x 11" paper copies of the Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). Furnish a "pdf" file of the plans, specifications, and notice to bidders. All sets of Construction Contract Documents in excess of fifteen (15) paper copies described above are to be paid for separately as provided hereinafter.
- c. Assist the OWNER in the advertisement of the PROJECT for competitive bids.
- d. Assist the OWNER with any Pre-Bidders meetings.
- e. Assist the OWNER in the opening and tabulation of bids for construction of the PROJECT and recommend to the OWNER as to the proper action on all proposals received.
- f. Assist in the preparation of formal Construction Contract Documents, provide four (4) 8 ½" x 11" paper copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

SECTION III AUTHORIZATION OF SERVICES

No professional services of any nature shall be undertaken by the ENGINEER under this agreement without written authorization from the OWNER.

SECTION IV PERIOD OF SERVICE

This AGREEMENT shall be effective upon execution by the OWNER and the ENGINEER and shall remain in force until terminated under the provisions hereinafter provided in Section IX.

SECTION V COORDINATION WITH THE OWNER

The ENGINEER shall hold periodic conferences with the OWNER, or its representatives, to the end that the PROJECT, as perfected, shall have full benefit of the OWNER's experience and knowledge of existing needs and facilities and be consistent with its current policies and construction standards. To implement this coordination, the OWNER shall make available to the ENGINEER for use in planning the PROJECT, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the PROJECT.

SECTION VI THE ENGINEER'S COMPENSATION

For and in consideration of the services to be rendered by the ENGINEER, the OWNER shall pay, and the ENGINEER shall receive the compensation hereinafter set forth for the PRELIMINARY DESIGN, INTERMEDIATE DESIGN, FINAL DESIGN, and CONSTRUCTION PHASES of the work and additionally for SPECIAL SERVICES that are in addition to the Basic Engineering Services. All remittances by OWNER of such compensation shall either be mailed or delivered to the ENGINEER's home office as identified in the work authorization.

"Construction Cost" as used herein is defined as the authorized total or estimated PROJECT cost to the OWNER for the execution of the work and handled in each separate phase of engineering services, excluding fees or other cost for engineering and legal services, the cost of land, rights-of-way, legal, and administrative expenses; but including the direct cost to the OWNER of all construction contracts, items of construction, including labor, materials, and equipment required for the completed work (including extras), and the total value of PROJECT of all labor, materials, and equipment purchased or furnished directly by the OWNER for the PROJECT.

"Salary Cost" used herein is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to the PROJECT plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

- A. Compensation for the Basic Engineering Services (PRELIMINARY DESIGN, INTERMEDIATE DESIGN, FINAL DESIGN, and CONSTRUCTION PHASES) on the work covered by the PROJECT shall be based on a lump sum amount and shall not be increased without City Council approved resolution. This fee shall be the only amount due for Basic Engineering Services from OWNER, and ENGINEER shall not be reimbursed for expenses in addition to the fee for Basic Engineering Services.

The PRELIMINARY DESIGN PHASE shall be computed at thirty percent (30%) of the lump sum amount for Basic Engineering Services; the INTERMEDIATE DESIGN PHASE shall be computed at thirty percent (30%) of the lump sum amount for Basic Engineering Services, the FINAL DESIGN PHASE shall be computed at twenty percent (20%) of the lump sum amount for Basic Engineering Services; and the CONSTRUCTION PHASE shall be computed at twenty percent (20%) of the lump sum amount for Basic Engineering Services.

Payment for the PRELIMINARY DESIGN PHASE portion of the Basic Engineering Services shall be due within thirty (30) days after submission and acceptance by the OWNER of the Preliminary Design drawings.

Payment for the INTERMEDIATE DESIGN PHASE portion of the Basic Engineering Services shall be due within thirty (30) days after submission and acceptance by the OWNER of the Intermediate Design drawings.

Payment for the FINAL DESIGN PHASE portion of the Basic Engineering Services shall be due within thirty (30) days after submission and acceptance by the OWNER of the Final Design drawings.

Payment for the CONSTRUCTION PHASE of the Basic Services shall be due in monthly installments in proportion to the construction work completed on the basis of the Contractor's monthly payment estimates plus the actual value of all materials and equipment purchased or furnished directly by the OWNER for the PROJECT. Upon completion of all work authorized in the CONSTRUCTION PHASE, the ENGINEER will be paid the remainder of the charge for this phase.

- B. Compensation for SPECIAL SERVICES not covered by the PRELIMINARY DESIGN, INTERMEDIATE DESIGN, FINAL DESIGN and CONSTRUCTION PHASES of Basic Engineering Services provided hereinabove shall be as follows:

For all of ENGINEER's personnel time applied to the SPECIAL SERVICES, on an hourly basis, shall be per Engineer's established hourly rates included as Exhibit "B" to this AGREEMENT.

For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses, invoice or internal office cost plus a ten percent (10%) service charge, provided that all reimbursable expenses are pre-authorized by the OWNER.

Payments to the ENGINEER for authorized SPECIAL SERVICES will be due monthly, upon presentation of monthly statements by the ENGINEER for such services.

- C. It is agreed by both the OWNER and the ENGINEER that the total fees paid under this "Agreement for Professional Engineering Design Services" shall not exceed the following budgeted total without OWNER approval. This fee shall be the only amounts due from OWNER, and ENGINEER shall not be reimbursed for expenses in addition to the fee.

ENGINEERING FEES:

Basic Engineering Services:

Preliminary Design Phase	\$ 11,880.00
Intermediate Design Phase	\$ 11,880.00
Final Design Phase	\$ 7,920.00
Construction Phase	\$ 7,920.00
Total Basic Engineering Services Fee:	\$ 39,600.00

Authorized Special Services:

Descriptive instruments for <u>2</u> parcels at <u>\$3,250</u> each:	\$ 6,500.00
Design Surveying and Drafting	\$ 7,200.00
Stake Centerline for Utility Coordination	\$ 790.00
Project Bidding	\$ 2,550.00
Level "A" Subsurface Utility Engineering Identification for <u>2</u> utilities at <u>\$2,750</u> each:	\$ 5,500.00
<u>Geotechnical Investigation & Report:</u>	<u>\$ 2,830.00</u>
Total Authorized Special Services	\$ 25,370.00

BUDGETED TOTAL: \$ 64,970.00

The BUDGETED TOTAL (including Preliminary Engineering Study, Basic Engineering Services, and Special Services) is a maximum of \$64,970.00 and shall not be exceeded without OWNER's written approval.

SECTION VII REVISION OF REPORTS, PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

The revision and rework of reports, plans, specifications, and other documents during the formative stages as an orderly process in the development of the PROJECT to meet the needs of the OWNER shall be considered as part of the Basic Engineering Services. After a definite plan has been approved by the OWNER, if a decision is subsequently made by the OWNER, which, for its proper execution involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents, or if the ENGINEER is put to labor or expense by delays imposed on him from causes not within its control, such as, but not limited to the re-advertisement of bids or by the delinquency or insolvency of Contractors, the ENGINEER shall be compensated for such extra expense which shall be considered as Special Services, unless the revisions were required due to bids for construction of the PROJECT exceeding the fixed budget limit for the Construction Cost per Section VI.

SECTION VIII OWNERSHIP OF DOCUMENTS

The OWNER shall have unlimited right for the benefit of the OWNER for use in future projects to all drawings, designs, specifications, ENGINEER's designs and structures, notes and other pertinent consultant-engineer work procured in the performance of this AGREEMENT or in contemplation thereof, and all "Record Drawings" produced after completion of the PROJECT work, if any, including the right to use same on any other OWNER work without additional cost to the OWNER. Any use of the aforementioned documents for future projects shall be without use of ENGINEER's name or professional engineer's seal and without any liability to the ENGINEER, its agents, employees, subcontractors and consultants. In the event this PROJECT is terminated at any point, plans, drawings, structural designs, specifications and other pertinent consultant-engineer work shall become the property of the OWNER.

SECTION IX TERMINATION

The OWNER may terminate the AGREEMENT by giving to the other party thirty (30) days notice in writing. Upon delivery of such notice by the OWNER to the ENGINEER, the ENGINEER shall discontinue all services in connection with the performance of the AGREEMENT and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the AGREEMENT. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under the AGREEMENT less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and reports prepared under this AGREEMENT shall be delivered to the OWNER when and if this AGREEMENT is terminated, but subject to the restrictions as to their use, as set forth in Section VIII.

If the AGREEMENT is terminated because of a material breach of this AGREEMENT by the ENGINEER, the OWNER may have the remaining work and services to be performed by the ENGINEER performed by another, and the ENGINEER shall be liable to the OWNER for any

additional costs over the contract amount accrued by the OWNER associated with the breach of AGREEMENT.

SECTION X SUCCESSORS AND ASSIGNMENTS

The OWNER and the ENGINEER each binds itself and its successors, executors, administrators and assigns to any other party of the AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as noted above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing herein shall be constituted as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XI SPECIAL CONDITIONS

SPECIAL CONDITIONS CONTAINED IN "AUTHORIZATION OF SERVICES" ISSUED BY OWNER AND ACCEPTED BY ENGINEER WITH SPECIFIC REFERENCE TO THIS AGREEMENT SHALL BECOME A PART HEREOF:

1. SPECIAL SERVICES shall be authorized only by the City Engineer or his duly authorized designee for this AGREEMENT.
2. The total budgeted fee shall not be exceeded without specific written authorization by the City.

SECTION XII TIME OF COMPLETION

The prompt completion of this PROJECT is critical and time is of the essence. Unnecessary delays to the PROJECT shall be grounds for dismissal of the ENGINEER and the termination of this contract without any or further liability to the OWNER other than a prorated payment for necessary and timely work done on the PROJECT to the time of termination. ENGINEER proposes to complete the PRELIMINARY DESIGN PHASE, INTERMEDIATE DESIGN PHASE, and FINAL DESIGN PHASE for the entire PROJECT within 162 calendar days of the date of the City Council resolution approving the AGREEMENT. This time includes 14 calendar days for City to complete reviews of the PRELIMINARY DESIGN PHASE, INTERMEDIATE DESIGN PHASE, and FINAL DESIGN PHASE submittals and provide comments to the ENGINEER, additional review time will cause the time of completion to be increased. This time frame, shall not, except for cause, be exceeded by ENGINEER.

SECTION XIII PROFESSIONAL LIABILITY INSURANCE

Prior to the commencement of design under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$2,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services

provided under this AGREEMENT. A “claims made” policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

SECTION XIV OWNER INDEMNIFIED

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

RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. ENGINEER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN ENGINEER IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE ENGINEER FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY ENGINEER THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN ENGINEER'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS SECTION XIV ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY ENGINEER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

SECTION XV GENERAL INSURANCE

The ENGINEER shall have \$1,000,000.00 CSL of Automobile Liability Insurance coverage; Statutory Workers' Compensation as required by the Texas Labor Code; \$100,000 per accident, \$300,000 per disease, and \$100,000 per occupational disease per employee of Employer's Liability Insurance; and \$2,000,000 per occurrence with a \$2,000,000.00 aggregate policy limit per PROJECT of Commercial General Liability Insurance with a CG2503. In lieu of the \$2,000,000.00 Commercial General Liability Insurance and the CG2503, the ENGINEER and OWNER may mutually agree to OWNER's and Contractor's Protective Liability Coverage.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this CONTRACT, excluding Workers' Compensation and Employers' Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER's activities as required by this CONTRACT. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

SECTION XVI ENGINEER'S SEAL

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on documents and engineering data furnished by ENGINEER to the OWNER as required by the Board of Professional Engineers rules.

SECTION XVII VENUE

Venue for all purposes shall be exclusively in Grayson County, Texas.

SECTION XVIII CHOICE OF STATE

This AGREEMENT shall be governed by the law of the State of Texas.

SECTION XIX COMPLIANCE WITH LAWS

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and all other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

SECTION XIX PUBLIC FUNDING

This AGREEMENT is subject to the appropriation of public funds by the Owner in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this AGREEMENT for that fiscal year. The obligation of the Owner pursuant to this AGREEMENT in any fiscal year for which this AGREEMENT is in effect shall constitute a current expense of the Owner for that fiscal year only, and shall not constitute an indebtedness of the Owner of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this AGREEMENT, this AGREEMENT may be terminated without any liability to either party.

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EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this _____ day of _____, 2022.

OWNER:
CITY OF SHERMAN, TEXAS

ENGINEER:
BIRKHOFF, HENDRICKS & CARTER, LLP

Robby Hefton, City Manager

John W. Birkhoff, P.E., Managing Partner

ATTEST:

ATTEST:

Linda Ashby, City Clerk

Joe R. Carter, P.E., Partner

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

Ryan D. Pittman, City Attorneys

**EXHIBIT “A”
SCOPE OF SERVICES**

BASIC ENGINEERING SERVICES

Part I: Preliminary Design

1. Prepare preliminary engineering review drawings to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Profile to include creek flow line elevations approximately every 100 feet. Include preliminary plan and profile sheets, a preliminary ownership map, and preliminary opinion of probable construction cost estimates for the project and for an alternate design.
2. Furnish all necessary half-size (11” x 17”) paper copies of the preliminary construction drawings. Furnish a “pdf” file of the preliminary drawings and of the preliminary opinion of probable construction cost estimate. All copies in excess of ten (10) paper copies are to be paid for separately as provided hereinafter
3. Water, sanitary sewer, and storm drains will be shown on the plan view of the plans based on field information and surveys collected and from existing “Record Drawings” provided by the City of Sherman. Other utilities should be shown in the plan view of the plans based on field information and surveys collected, utility locates requested, and any available “Record Drawings” obtained from other utilities.
4. Attend one (1) review meeting. Compile the comments from this review to create a list of all comments to be addressed by the next submittal.
5. Upon completion of the Preliminary Design Phase, advise of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys or special testing which may be required for the proper execution of the project. The performance of geotechnical investigations and tests will not be a part of the Basic Engineering Services.
6. Upon completion of the Preliminary Design Phase, advise of any Subsurface Utility Engineering that will require the vertical and horizontal identification of any public utility that may be in conflict with the proposed design. Exposure of a public utilities will not be a part of the Basic Engineering Services. Information from said exposure shall be depicted on the construction plans in the intermediate design phase.

Part II: Intermediate Design

1. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, to include construction-related notes, general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s).

2. Furnish all necessary half-size (11" x 17") paper copies of the intermediate engineering review drawings including preliminary ownership map, and an updated preliminary opinion of probable construction cost and the report from the geotechnical investigation. Furnish a "pdf" file of the intermediate review drawings and of the updated preliminary opinion of probable construction cost estimate and the geotechnical investigation. All copies in excess of ten (10) paper copies are to be paid for separately as provided hereinafter.
3. The updated preliminary opinion of probable construction cost estimates shall be based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
4. Develop the project design combining the application of sound engineering principles and economy which shall be manifested by completed Construction Contract Documents, (Plans, Specifications, etc.) and assist with submittal of such Documents to local, state, and federal agencies for approval as may be applicable.
5. Submit three (3) preliminary copies each of any necessary ownership or easement documents.
6. Attend one (1) review meeting and compile the comments from this review to create a list of all comments to be addressed by the next submittal.

Part III Final Design

1. Prepare final engineering review drawings that address all comments from the intermediate review.
2. Furnish all necessary half-size (11" x 17") paper copies of the final engineering review drawings and the updated opinion of probable construction cost estimate and the geotechnical investigation. Furnish a "pdf" file of the final engineering review drawings and the updated opinion of probable construction cost estimate and the geotechnical investigation. All copies in excess of ten (10) paper copies are to be paid for separately as provided hereinafter.
3. Prepare a detailed opinion of probable construction cost estimate based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
4. Submit three (3) final signed, sealed and dated copies each of any necessary right-of-way or easement documents.
5. Attend one (1) review meeting and compile the comments from this review to create a list of all comments to be addressed by the next submittal.
6. Furnish up to ten (10) additional half-size (11" x 17") paper copies of the construction drawings to be forwarded to the utility companies by the City.

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

Part IV Construction Phase

1. Attend a preconstruction meeting conducted by the OWNER.
2. Provide engineering surveys to refresh and re-establish benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.
3. Represent and assist in the non-resident administration of the project.
4. Consult and advise the owner and issue such instructions to the Contractor as necessary.
5. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment, and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Construction Contract Documents and assemble written guarantees which are required by the Construction Contract Documents. Shop drawings will be submitted and reviewed in “pdf”, electronic file format.
6. Provide written responses to requests for information or clarification to owner or Contractor.
7. Prepare and process routine change orders for this project as they pertain to the original scope of work.
8. Revise contract drawings (“Record Drawings”) with the assistance of the owner and contractor mark ups to reflect available information as to how the work was constructed. Furnish a bound full-size (22” x 34”) paper set of these revised drawings to the owner and provide an electronic copy of the drawing in PDF format, and AutoCAD (.DWG) format or in Drawing Exchange Format (.DXF).

Part V Special Services

1. Field Note Descriptions and Exhibits for expected permanent sanitary sewer easements. The scope and nature of easements required for the projects is unknown at this time and will be determined as design progresses. Two (2) permanent easement plat and field note descriptions and separate temporary construction easement exhibits are included for the purpose of establishing a budget for this additional service.

2. Surveying to include topography, utility markings, fences, trees 6-inches and larger diameter within 25 feet of the proposed centerline, establish control for project, set temporary benchmarks. Locate monuments (iron rods, right-of-way monuments, pipes, fence posts) as necessary to prepare easement exhibits and field notes. Construction surveying includes re-establishing control prior to construction. Drafting of survey information to create an AutoCAD drawing of the existing topography and an existing surface for the area surveyed.
3. Stake centerline alignment for utility coordination as determined after the intermediate design submittal has been reviewed. Centerline staking shall include lathes with flagging on an approximate 100-foot interval marked with approximate depth to proposed sanitary sewer.
4. Bid Phase Services
 - A. Assist the City staff in advertising for bids. This will include e-mailing “Notice to Contractors” to contractors experienced in this type of construction.
 - B. Provide bidding documents to the City, and electronic copies to Publishers.
 - C. Assist during opening of bids and provide bidding tally sheets.
 - D. Complete tabulation of bids received.
 - E. Provide bid tabulation, in PDF format, to City and Contractors who submitted bids.
 - F. Obtain information from the lowest bidder on past work history and physical resources to produce the project. Formulate opinion from information received and provide the City at their request, prepare a recommendation for award of a construction contract
 - G. Facilitate processing and distribution of contract documents for Contractor and City execution.
5. Level “A” SUE includes Subsurface Utility Engineering that involves level “A” identification of a utility will be paid per each utility location identified. Two such locates are included in this scope.
6. Geotechnical Investigation includes performing three geotechnical borings along the proposed alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and soil design parameters. The geotechnical analysis shall include the following:
 - Subsurface exploration, including bores at varied depths, as required.
 - Laboratory tests for classification purposes and strength characteristics.A geotechnical report will be furnished by the geotechnical engineer presenting the results of the field and laboratory data, as well as analyses and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes

**EXHIBIT B
RATE SCHEDULE**

2021/2022 FEE SCHEDULE

Classification/Task	Hourly Rate
Partner-In-Charge/Project Manager	\$284.00
R.P.L.S.	\$284.00
Staff Engineer	\$158.00
E.I.T.	\$128.00
AutoCAD III	\$189.00
AutoCAD II	\$147.00
AutoCAD I	\$105.00
Word Processor III	\$121.00
Word Processor I	\$68.00
Survey Crew (* Plus Mileage)	*\$182.00
Expenses at Invoice Cost Times	1.10
Plotting Services	
(8½" x 11") (11" x 17") (B&W)	\$0.20 /sheet
(8½" x 11") (Color)	\$0.53 /sheet
(11" x 17") (Color)	\$1.05 /sheet
(22" x 34") (B&W)	\$3.15 /sheet
(22" x 34") (Color)	\$6.30 /sheet
Mileage (IRS Maximum)	\$0.54 /mile

PARTNERSHIP ACKNOWLEDGMENT

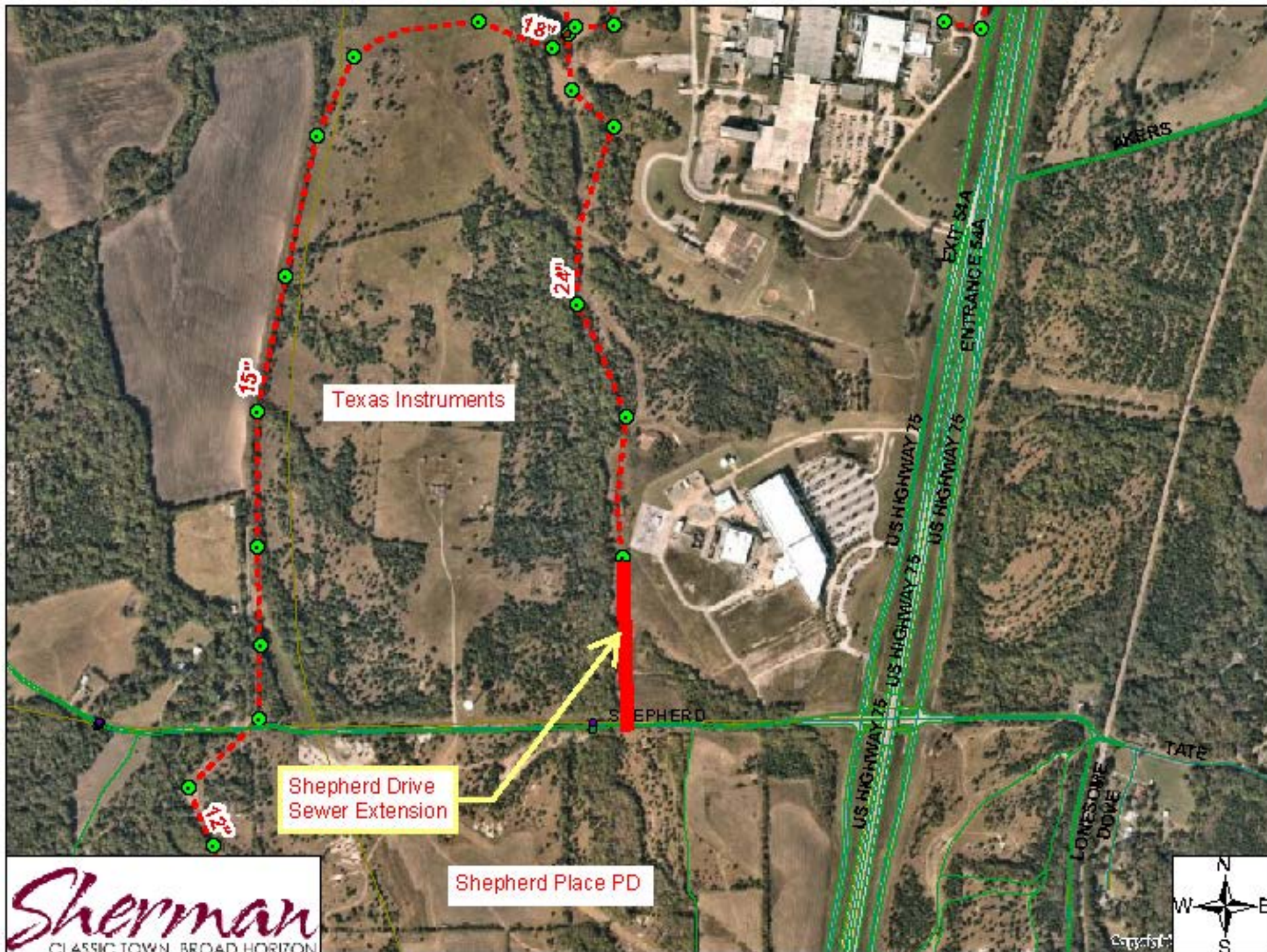
THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John W. Birkhoff, P.E. of Birkhoff, Hendricks & Carter, L.L.P., a Texas Limited Liability Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Birkhoff, Hendricks & Carter, L.L.P., a partnership, that (s)he was duly authorized to perform the same for the partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2022.

Notary Public in and for Dallas County, Texas

My Commission Expires: _____





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E. 5.

Meeting Date: 01/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6838

Authorizing Execution of a Professional Services Agreement with Halff Associates, Inc. for the Update of the City of Sherman's Comprehensive Master Plan

Issue:

To consider authorizing execution of a Professional Services Agreement with Halff Associates, Inc. for an Update to the Comprehensive Master Plan for the City of Sherman.

Background:

During the budget development process for Fiscal Years 2021-2022, the Council approved a project to update the City of Sherman's Comprehensive Master Plan. A budget of \$100,000 was requested to address the following key tasks in the Comprehensive Plan Update:

- Develop a Vision for Growth in Sherman
- Evaluate Existing Conditions
- Develop Future Land Use Plan to guide new growth

Since the approval of the budget in August 2021, staff requested adding scope items to the Comprehensive Master Plan Update including a Housing Study and a Trails Master Plan.

The City of Sherman's Comprehensive Master Plan was last updated in 2009 for the amount of \$258,100. The 2022 proposed Comprehensive Master Plan would be focused on key tasks and would incorporate information from other plans either completed recently (Parks Master Plan), or that are being completed concurrently (Water and Wastewater Master Plan). Staff will be updating the Transportation Master Plan in 2022 and it will be incorporated into the final Comprehensive Master Plan document.

Staff has received a proposal from Halff Associates, Inc. to combine the efforts of updating the Comprehensive Plan and providing a Trail Master Plan expanding the contract to \$176,326. Staff is recommending that the City engage Halff Associates, Inc. to perform this work. With the increased development that the City of Sherman is currently experiencing, updating the Comprehensive Master Plan is important and timely. Halff Associates is currently working with City Staff on an as-needed basis to provide planning review on all Planned Development (PD) projects and any site plans related to those PD's.

The update to the Comprehensive Plan will begin in February 2022 and is expected to be completed by October 2022.

Origination:

Development Services

Financial Consideration:

The total funding needed for this contract is \$176,326.

Staff Recommendation:

It is recommended that the Council approve this contract

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6838

Scope of Services

Agreement

RESOLUTION NO. 6838

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE UPDATE OF THE CITY OF SHERMAN'S COMPREHENSIVE MASTER PLAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Halff Associates, Inc. for the update of the City of Sherman's Comprehensive Master Plan, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 18th day of January, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

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

EXHIBIT 'A' - SCOPE OF SERVICES

Sherman Comprehensive Plan + Trails Master Plan City of Sherman, TX

The primary purpose of this planning effort is to prepare a new comprehensive plan and a new trails master plan for the City of Sherman. The comprehensive plan will provide guidance for the physical development, redevelopment, and future direction of growth and governance within Sherman's planning area. The citywide trails master plan will provide an overview of current trail conditions, analyze potential trail opportunities, and create a citywide trail network for future planning efforts from the City of Sherman.

This planning process and the resulting policies will be critical to the City's ability to promote and manage growth as well as, protect and enhance key areas of importance while accommodating future trends. This includes identifying what makes the City of Sherman unique, establishing the vision of what Sherman wants to become in the future, and determining how Sherman achieves that vision through ongoing execution of the implementation action plan.

The new Sherman Comprehensive Plan will produce new City of Sherman Community Vision Plan and a Future Land Use Plan containing community wide objectives and policies with community direction into future, more detailed action plans. The new Trails Master Plan will serve to guide the city on future trail development and create an actionable implementation plan.

Key Halff project staff assigned to the comprehensive plan effort include:

- Jordan Maddox, AICP – Strategic Director/Planning Oversight
- Chelsea Irby, AICP – Project Manager
- Nathlie Booth, AICP – Planning Support
- Brennan Kane – Quality Assurance

PROCESS SUMMARY

On-Going: Community Engagement

1. Council Member Interviews
2. Key Stakeholder Interviews
3. Online Community Survey
4. Advisory Committee Meetings
5. Community Kick-off Event

Phase One: Inventory & Analysis

1. Project Kick-off
2. Brand
3. Driving Tour
4. Base Mapping Preparation
5. Inventory of Key Destinations & Existing Trail Conditions
6. Demographic and Growth Analysis
7. Review Previous Studies and Plans
8. Create Goals and Objectives
9. Opportunities and Constraints Map

Phase Two: Plan Production

1. Develop Criteria
2. Prioritize Key Corridors
3. Prepare the Comprehensive Plan Document
4. Prepare Trails Master Plan Document
5. Report Preparation and Final Approval
6. Final Report

ASSUMPTIONS

- The study area will include all areas in the Sherman municipal limits and other surrounding properties or facilities within the City's extraterritorial jurisdiction that may be utilized by the City or by city residents for recreational purposes on a case-by-case basis.
- All draft and final reports will be prepared in Adobe In-Design format. Reports will be provided to the City in INDD and PDF format suitable for distribution electronically and posting to the City website (and project website, if applicable). Associated mapping deliverables will be prepared utilizing CADD or ArcGIS data, as appropriate.
- Day-to-day project record-keeping or summaries will be prepared in Microsoft Office programs (Word, Excel, PowerPoint, etc.).
- Phases and tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may vary from the sequence shown in the scope of work.
- Cost projections prepared as part of the Trail Master Plan effort, if applicable, are understood to be at a planning (order-of-magnitude) level and are prepared prior to any detailed design for individual projects. Such cost projections will vary as more detailed design occurs and as inflationary influences occur following Plan adoption.
- Where possible, stakeholder and planning meetings will be scheduled by the Consultant and/or the City on concurrent days and evenings for greater project efficiency.
- Any additional meetings beyond those shown in the scope of work will be considered an additional service and are not included in this scope of services.
- Staff will support and participate in the preparation of the planning process and deliverables, specifically in collection of data, review of plan recommendations, and community engagement.
- The Trails Master Plan effort will expand upon the previously completed Sherman-Denison MPO plan Moving Forward:2045 Metropolitan Transportation Plan which will serve as the basis for much of Sherman's existing trail conditions and recommendations.

SCOPE OF WORK

0.00 ON-GOING: COMMUNITY ENGAGEMENT

Community engagement will be combined for the Comprehensive Plan and Trails Master Plan efforts.

0.01 COUNCIL MEMBER INTERVIEWS

Halff will conduct individual 1-hour virtual interviews with all City Council members and Mayor (seven total) prior to the community kick-off. These interviews are viewed as an opportunity to identify specific concerns individual members of the city council has pertaining to development characteristics within the community and big ideas, they have for the future of Sherman.

0.02 KEY STAKEHOLDER INTERVIEWS

Halff will conduct stakeholder interviews (60-75 minutes) with people or groups identified by the City as key stakeholder. These small-group listening sessions should be comprised of 8-10 people per meeting and are intended to identify issues and recommendations for the future of Sherman. Meetings with the following potential stakeholders are suggested but may be altered based on suggestions by the City's Project Administrator. Staff and representatives from various elected and appointed boards and commissions should be interspersed throughout each meeting depending on the topic of that meeting.

The meetings can be conducted in either the following formats:

- In-Person Meetings: During a trip to Sherman, Halff can conducted a day of meetings (one-hour increments) with stakeholders (up to five meetings)
- Virtual Meetings: Within a two-week timeframe, Halff can meet with stakeholders via Zoom or MS Teams (up to eight meetings).

0.03 ONLINE COMMUNITY SURVEY

Halff will prepare and administer one (1) online (and print) public survey to be conducted early in the planning process. This includes preparing a draft survey and flyer and vetting with City staff. The City will be responsible for all advertising of the survey through social media and other media outreach tools. It is recommended that the City consider offering participation incentive(s), as appropriate, to take the survey. Halff will tabulate the survey results and incorporate, as appropriate, into the plan.

0.04 ADVISORY COMMITTEE MEETINGS

Halff will conduct three Advisory Committee Meetings with a Comprehensive Plan Advisory Committee (CPAC) and the Parks & Recreation Board to guide the development of the plan. The

Parks & Recreation Board will be used to guide the development of the Trails Master Plan. The three meetings will cover the following topics: an introductory visioning workshop, a midpoint check-in, and a presentation of the complete draft plan for feedback and final direction.

0.05 COMMUNITY KICK-OFF EVENT

Halff will conduct a community kick-off event introducing the community to the planning process and utilize creative engagement activities to extract the “big ideas” the residents of Sherman seek for their future growth and development. The event will be grounded in an educational format to introduce planning to the community and educate them throughout the activities.

Included as part of the community kick-off event, a three-hour visioning workshop will be held with staff, the advisory committee, city council, and the planning and zoning commission. The workshop will entail several activities including:

- **Character Zone Mapping exercise:** Halff will work with group to identify character zones within Sherman. The character zones will determine future development, architectural, public realm, and urban standards for development and redevelopment throughout the community.
- **Sherman’s Building Blocks:** A complete community is one that is shaped by its deepest core values. Establishing community-wide building blocks for the city will help foster specific goals and priorities to achieve those community objectives through various future planning efforts. The vision plan along with future planning efforts and general civic leadership will be guided by the building blocks to ensure unity, prosperity, livability, equity, and resiliency for all.
- **Trail Vision & Issue Identification:** A mapping exercise will be conducted with workshop attendants to establish community priorities for the citywide trail network as well as identify potential issues or points of opportunity.

Phase 0.00 Products – Advisory committee meetings (three), online community survey, and key stakeholder interviews; community event with residents of Sherman, collection of community input regarding plans

Phase 0.00 Items Provided by City of Sherman - Establish location and time for meetings; issue invitations and advertisements to meetings and online surveys; recommend staff to attend meetings; organize and set up meeting time and location; advertisement of meeting to general public

1.00 PHASE ONE: INVENTORY & ANALYSIS

The following elements will be used in developing an assessment of the needs for Sherman.

1.01 PROJECT KICK-OFF

Halff staff will coordinate a project kick-off conference call with appropriate City staff. This meeting will accomplish several pre-planning objectives:

- **Orientation.** The City of Sherman and the primary team leaders of Halff Associates will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants.
- **Schedule.** The project schedule will be refined and mutually agreed upon.
- **Metrics.** Key project milestones will be discussed and agreed upon as well as QA/QC standards, project goals, and related deliverable metrics.
- **Information exchange.** At this meeting we will discuss all documentation needs of Halff in the form of a Request for Information. This will give the City an opportunity to provide information or to provide Halff guidance in the securing of information not readily available at the time of the meeting.

Product - Initial meeting with City of Sherman staff; meeting notes

Items Provided by City of Sherman - Recommend staff to attend; attend meeting; provide data as required to begin planning process.

1.02 BRAND

Through collaboration with staff, Halff will prepare a project brand identity package to be used throughout the planning process. Brand development will include logo, color scheme, font, and graphic style guide to be used as needed for public printed materials, advertisements, website, and other documents, including final plans and publications.

Product – Recommendations on branding for City of Sherman, incorporated into comprehensive plan

Items Provided by City of Sherman - Recommend staff to attend; attend meeting; provide data as required to begin planning process.

1.03 DRIVING TOUR

The City of Sherman will coordinate a windshield driving tour with city staff of key areas of the city as related to the comprehensive plan and the trails master plan. This windshield tour will allow the project team to analyze the existing built environment and character of the community that will assist in the future preparation of character districts and representative building, architectural, urban, and social space characteristics.

Product – Inventory of key areas of Sherman, to be incorporated into plans

Items Provided by City of Sherman – Staff attendance and guidance

1.04 BASE MAPPING PREPARATION

The base mapping will be prepared in a digital form for future use by the City of Sherman (through incorporation and enhancement of existing City of Sherman digital base mapping files). Include existing and proposed thoroughfare maps, land use maps, adjacent city trail plans, and any Grayson County or regional planning efforts as a layer on the plan.

Product - Base drawings for regional level and citywide area

Items Provided by City of Sherman - Digital copies of most recent City mapping, including regional level maps, digital aerial photography, citywide maps illustrating existing zoning and sector maps illustrating existing and proposed land use and thoroughfares.

1.05 INVENTORY OF KEY DESTINATIONS AND EXISTING TRAIL CONDITIONS

Building from the Sherman-Denison MPO Moving Forward: 2045 Metropolitan Transportation Plan, this plan will analyze and create a map for the general geographic location of all key destination facilities in Sherman, including but not limited to:

- a) Key city and civic facilities;
- b) Downtown;
- c) Rail Corridors;
- d) Parks;
- e) Schools (by classification and type);
- f) Major retail centers;
- g) Major employers;
- h) Key entertainment centers;
- i) Key destinations in adjacent cities; and
- j) Key regional destinations as applicable

Existing Trails - Incorporate an inventory of existing public/private trails in the city and provide a short assessment of each, including:

- a) Length and width of each trail (length per city data);
- b) Location in city sector; and
- c) Type of trail;

Planned Trails - Incorporate an inventory of proposed trails (from the City or planned developments) in the city and provide a short assessment of the plan for each trail, including:

- a) Length and width of each trail (length per city data);
- b) Location in city sector;
- c) Type of trail; and
- d) Prioritization of projects for development.

Product - Map illustrating geographic location of each existing and currently planned trail facility in the city. Written inventory of trail facilities and written assessment of each trail.

Provided by City of Sherman – Provide data on existing city trails, as well as trail planning to date. Provide information on major new trail initiatives.

1.06 DEMOGRAPHIC ANALYSIS AND GROWTH ANALYSIS

From population data provided by the City of Sherman and based on the Year 2020 Census data or other project census information (Sherman-Denison MPO); map demographic data that includes:

- a) Current population, past growth patterns;
- b) Future growth forecasts by sector (generated from Year 2020 Census tract data if available);
- c) Typical population profile, based on sex, age, ethnicity, income and education, (based on Year 2020 Census data);
- d) Regional population characteristics;
- e) Key population needs based on demographics;

Product – Existing population in table format and in plan format; population characteristics from most recently available information; future population projections.

Items provided by City of Sherman - Provide population information in digital form, including existing population by sector, demographic characteristics, and year 2020 Census data in digital form.

1.07 REVIEW PREVIOUS STUDIES AND PLANS

Review other past or ongoing efforts that may influence the City's Trails Master Plan or Comprehensive Plan development. This will include:

- a) Previous park master plan;
- b) Previous trails master plans;
- c) MPO Plans related to trails;
- d) Previous comprehensive plan;
- e) Water and Wastewater Master Plan;
- f) Transportation Master Plan;
- g) The current land development regulations;
- h) Current city zoning and Future Land Use Plan;
- i) Current Thoroughfare Plan; and
- j) Any other plans the City decides are relevant to this planning process.

Product - Review of past studies and reports.

Items Provided by City of Sherman - Provide copies of all relevant reports and documents.

1.08 CREATE GOALS AND OBJECTIVES

Develop a preliminary list of goals and objectives for the trails system and for the comprehensive plan, to serve as a framework for modification by staff and the citizens of Sherman. Review with City Staff and modify as appropriate per comments received.

Product - Preliminary written list of goals and objectives for each plan.

Items provided by City of Sherman - Review and comment on draft version of goals and objectives.

1.9 PREPARE TRAIL OPPORTUNITIES AND CONSTRAINTS MAP

Prepare maps/illustrations as appropriate that demonstrate key needs. Maps will illustrate:

- a) Key citywide destinations;
- b) Key existing trails corridors;
- c) Key potential future trail corridors;
- d) Key future areas to be served;
- e) Key opportunity areas for trails; and
- f) Key constraints

Products - Written summary of Trail System needs and existing conditions, in text, table and plan format. Map illustrating key destinations and potential corridors by sector.

Items Provided by City of Sherman - Review mapping and summary report and comment as applicable.

2.00 PHASE TWO: PLAN PRODUCTION

The following elements will build off the inventory and analysis and be used to create the recommendations for the comprehensive plan and the trails master plan.

2.01 DEVELOP CRITERIA FOR EVALUATION OF POTENTIAL TRAIL CORRIDORS

This plan will develop criteria for new trail development based on recommendations and findings from the Sherman-Denison MPO Moving Forward: 2045 Metropolitan Transportation Plan. The criteria may include:

- a) Availability for use as a trail corridor;
- b) Location where most critically needed;
- c) Potential for linkage and connectivity with key destinations;
- d) Connections to Downtown and Retail/Shopping Centers;
- e) Ecotourism;
- f) Natural vegetation and ease of development; and
- g) Potential acquisition and development cost.

Product - Criteria for new candidate trail corridors

Items Provided by City of Sherman - Review and comment.

2.02 PRIORITIZE KEY TRAIL CORRIDORS AND ALIGNMENTS

Prepare a plan illustrating all recommended improvements. These will be presented in three major categories:

- a) Key destinations
- b) Existing trails
- c) Proposed trail corridors, color coded based on priority assignment

Product - Prioritization criteria; ranking of top recommended improvements.

Items Provided by City of Sherman - Review and comment as appropriate.

2.03 PREPARE THE COMPREHENSIVE PLAN DOCUMENT

Prepare a Comprehensive Plan document. All components noted above will be coordinated with City of Sherman and other relevant local and/or regional authorities.

A Comprehensive Plan illustrating the components that are recommended will be prepared. This plan will include these key elements:

- A) Community Vision Plan:** Prepare an overarching document outlining The City of Sherman's core values and building blocks to create a complete community. To achieve a complete community, one needs to establish the building blocks from which all future planning efforts, fiscal and civic leadership decisions, and community civic pride can be measured.
- B) Community Demographic and Trends Report:** Prepare a report including existing population in table format and in plan format, population characteristics from most recently available information, and future population projections.
- C) Housing Study:** Prepare a report detailing the existing housing stock in the City of Sherman, provides recommendations to guide future housing development decisions based on current trends, identified concerns, and potential opportunities.
- D) Future Character Land Use Plan:** Prepare a new future land use map to better reflect differing areas of character and desired growth patterns. Provide policy recommendations regarding the relationship between the environment and human activities and the interconnectedness of the built and natural environments. Focus on gateways, urban design and relationship between public spaces such as streetscapes and the built environment. The land use element will consider roadway characteristics based on the future land use map and how it relates to the built environment.
- E) Future Thoroughfare Plan Map:** Prepare a map outlining future proposed thoroughfare network for City of Sherman.
- F) Implementation Plan & Recommendations:** Prepare a work program of recommended implementation actions primarily focused on the future land use plan and corresponding

direction to prepare the community for development in harmony with the vision and land use framework.

Product – Comprehensive Plan document and related maps.

Items Provided by City of Sherman- Review and comment as appropriate.

2.04 PREPARE THE TRAILS MASTER PLAN DOCUMENT

Prepare a Trails Master Plan document. Use the Regional Velo-web, Grayson County Trails Plan, and the Sherman-Denison MPO Moving Forward: 2045 Metropolitan Transportation Plan as reference for Sherman plan document. All components noted above will be coordinated with Sherman-Denison MPO and follow current AASHTO and TxDOT standards and guidelines.

A Citywide Trails Master Plan illustrating the components that are recommended will be prepared. This plan will consider these key elements:

- g) **Short range improvements** to meet immediate needs.
- h) **Long range improvements** to meet population growth and to enhance the trails system.
- i) **Opportunities for acquisition of key open space areas**, to go along with trail corridors as available.
- j) **Trail recommendations** per the Trails Master Plan.
- k) **General cost estimates** to aid in budgeting, capital improvement programming, and/or funding mechanisms.
- l) **Program modifications** and improvements to address key trail programming needs.
- m) **Trail Standards** and guidelines for city operations, maintenance and trail development.

Product – Trails Master Plan document and maps.

Items Provided by City of Sherman- Review and comment as appropriate.

2.05 REPORT PREPARATION AND APPROVAL

The information compiled in each of the tasks above will be combined into a high-quality printed report, suitable for review and approval by the City Staff, City Council and citizens of Sherman.

- a) Preparation of Report and Submittal of Trails Master Plan Draft to Planning and/or Parks Department for Review;
- b) Preparation of Report and Submittal of Comprehensive Plan Draft to Planning and Zoning Commission for Review;
- c) One (1) briefing presentation / hearing to the City Council;
- d) Revisions based on comments received and preparation of a final draft; and
- e) Approval of the plans by the City Council.

Products – PDF format of draft plans for review with staff and presentation to City Council.

Items Provided by City of Sherman - Review and comment of draft reports.

2.06 FINAL REPORT

We will oversee the production of two high quality digital originals of each report for use in printing by the City of Sherman.

Product – Final Trail Master Plan document and Final Comprehensive Plan document

Items Provided to City of Sherman - Final printing of both reports – Two (2) final full color copies to be delivered to City of Sherman, along with digital copy of report in PDF format + mapping files and associated graphics.

End of Exhibit 'A'

EXHIBIT 'B' – BASIS OF COMPENSATION

Sherman Comprehensive Plan + Trails Master Plan City of Sherman, TX

Base Scope of Work – Halff Associates will provide labor and personnel to perform the base services outlined in Exhibit 'A' on a lump sum basis. Fees for services will be billed on a monthly basis, based on the percentage of work completed.

The overall fee will be allocated as follows:

I. Professional Services Fees*	\$ 172,326
a. Community Engagement	\$ 28,434
b. Inventory and Analysis	\$ 37,584
c. Plan Production	\$ 106,308
II. Base Reimbursable Expenses (excluded from fees above)**	\$ 4,000
Total Authorized Project Cost*	\$ 176,326

** Since many of the tasks will be worked on simultaneously, the actual amounts allocated per task may change while the overall lump sum project budget will remain the same not to exceed amount.*

*** Base reimbursable expenses include such project expenses as acquiring and printing maps, travel related expenses, and printing of required background reports or other documents normally associated with the production of these services.*

ADDITIONAL MEETINGS

The Planning Team is available to facilitate additional meetings. The costs of those meetings depend on varying factors but are generally charged in half-day increments. A proposal for each additional meeting will be provided to Staff, as requested. The proposal will include projected costs including, but not limited to, travel expenses (hotel, mileage, meals, etc.), meeting preparation time, and meeting time.

EXHIBIT 'C' – SCHEDULE FOR COMPLETION

Sherman Comprehensive Plan + Trails Master Plan City of Sherman, TX

Planning services as described in Exhibit 'A' will be complete within twelve (12) months of the notice-to-proceed from the City.

AGREEMENT FOR PROFESSIONAL PLANNING AND LANDSCAPE ARCHITECTURE SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Planning and Landscape Architecture Services, hereinafter called "Agreement," is entered into by the City of Sherman a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the City Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation, acting through a duly authorized officer, herein called "Planner or Landscape Architect," relative to Planner or Landscape Architect providing professional Planning and Landscape Architecture services to the Client. Client and Planner or Landscape Architect when mentioned collectively shall be referred to as the "Parties".

W I T N E S S E T H:

For the mutual promises and benefits herein described, the Client and Planner or Landscape Architect agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Planner or Landscape Architect. Planner or Landscape Architect shall provide to the Client basic Planning and Landscape Architecture services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an Planner or Landscape Architect to a Home Rule City. Planner or Landscape Architect shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation. Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Planner or Landscape Architect receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Planner or Landscape Architect's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Planner or Landscape Architect with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Planner or Landscape Architect in obtaining access to property necessary for performance of Planner or Landscape Architect's work for the Client, (iv) make prompt payments in response to Planner or Landscape Architect's statements and (v) respond in a timely fashion to requests from Planner or Landscape Architect. Planner or Landscape Architect is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work. Either the Client or the Planner or Landscape Architect may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Planner or Landscape Architect for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Planner or Landscape Architect's services under this Agreement by Client or by another service provider. Following Planner or Landscape Architect's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Planner or Landscape Architect's final invoice, pay the Planner or Landscape Architect for all services rendered and all costs incurred up to the date of Planner or Landscape Architect's receipt of such notice of termination.

VI. Ownership of Documents. Upon Planner or Landscape Architect's completion of services and receipt of payment in full, Planner or Landscape Architect shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Planner or Landscape Architect's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Planner or Landscape Architect and may not be used or reused, in any form, by Client without the express written authorization of Planner or Landscape Architect. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Planner or

Landscape Architect, will be at Client's sole risk and without liability or legal exposure to Planner or Landscape Architect or to Planner or Landscape Architect's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Planner or Landscape Architect may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Planner or Landscape Architect's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Planner or Landscape Architect and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Planner or Landscape Architect shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Planner or Landscape Architect shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Planner or Landscape Architect. All services provided by Planner or Landscape Architect hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the Planning and Landscape Architecture profession in the State of **Texas** applicable to such Planning and Landscape Architecture services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Planner or Landscape Architect's personnel, or any personnel, professionals and/or consultants retained by Planner or Landscape Architect, Planner or Landscape Architect shall promptly propose substitutes to whom the Client has no reasonable objection, and Planner or Landscape Architect's compensation shall be equitably adjusted to reflect any difference in Planner or Landscape Architect's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Planner or Landscape Architect may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Planner or Landscape Architect to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue. This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Grayson County County, Texas**.

XIV. Integration, Merger and Severability. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Planner or Landscape Architect. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Planner or Landscape Architect is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance. Planner or Landscape Architect shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Planner or Landscape Architect in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE PLANNER OR LANDSCAPE ARCHITECT'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE PLANNER OR LANDSCAPE ARCHITECT, THE PLANNER OR LANDSCAPE ARCHITECT WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE PLANNER OR LANDSCAPE ARCHITECT'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE PLANNER OR LANDSCAPE ARCHITECT WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (II) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE PLANNER OR LANDSCAPE ARCHITECT, THE PLANNER OR LANDSCAPE ARCHITECT WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT PLANNER OR LANDSCAPE ARCHITECT'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT PLANNER OR LANDSCAPE ARCHITECT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE PLANNER OR LANDSCAPE ARCHITECT AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE PLANNER OR LANDSCAPE ARCHITECT AND PLANNER OR LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE PLANNER OR LANDSCAPE ARCHITECT OR THE PLANNER OR LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE PLANNER OR LANDSCAPE ARCHITECT'S FEE RECEIVED FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, PLANNER OR LANDSCAPE ARCHITECT SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST PLANNER OR LANDSCAPE ARCHITECT AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO PLANNER OR LANDSCAPE ARCHITECT UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR

INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. WAIVER. Any failure by Planner or Landscape Architect to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Planner or Landscape Architect may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. Signatories. The Client and Planner or Landscape Architect mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Planner or Landscape Architect, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

By: _____
Signature

Printed Name

Title

Date

CLIENT: CITY OF SHERMAN, TEXAS

By: _____
Signature

Printed Name

Title

Date



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E. 6.

Meeting Date: 01/18/2022

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6839

Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc for Providing Professional Consulting Services for the Pavement Management Program.

Issue:

To consider a contract for professional services with Kimley-Horn and Associates, Inc for providing professional consulting services for the pavement management program.

Background:

The City wishes to execute a pavement management program encompassing the City's roadway network. The project will involve use of automated data collection equipment to assess and report on pavement condition and curb/gutter data. We anticipate data collection on a maximum of 290 miles of roadway. Data collected during the assessment will be used to populate a pavement management system (PMS) to help prioritize roadway maintenance and rehabilitation projects according to various funding scenarios.

Origination:

Kevin Winkler, Public Works Manager

Financial Consideration:

The total funding needed for this contract is \$96,500. These funds were not initially budgeted in the FY2022 budget, but will be paid out of the FY2022 overall budget. Any adjustment needed to the overall budget would be made at the end of the fiscal year.

Staff Recommendation:

It is recommended that the contract for professional services with Kimley-Horn and Associates, Inc for providing professional consulting services for the pavement management program.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6839
Professional Services Agreement
Proposal

RESOLUTION NO. 6839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC FOR PROVIDING PROFESSIONAL CONSULTING SERVICES FOR THE PAVEMENT MANAGEMENT PROGRAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a professional services agreement with Kimley-Horn and Associates, Inc. for consulting services for the pavement management program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 18th day of January, 2022.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

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

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



December 9, 2021

Kevin Winkler
Public Works Manager
City of Sherman
220 W Mulberry Street
Sherman, TX 75090

**Re: Professional Services Agreement
Pavement Management Program
Sherman, Texas**

Dear Mr. Winkler:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Sherman ("City" or "Client") for providing professional consulting services for the above referenced project.

SCOPE OF SERVICES

Based on the information provided, we understand that the City wishes to execute a pavement management program encompassing the City's roadway network. The project will involve use of automated data collection equipment to collect pavement condition and curb/gutter data. We anticipate collection on a maximum of 290 miles of roadway. Data collected during the assessment will be used to populate a pavement management system (PMS) to help prioritize roadway maintenance and rehabilitation projects according to various funding scenarios.

Our Scope of Services, Fee, and Schedule are as follows:

Task 1 – Project Coordination Services

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of monthly project status updates, preparing and distributing reports and memos, scheduling of review meetings and activities, and monthly project status reporting. In addition, this task will consist of monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones.

Task 1.1 – Project Meetings

Kimley-Horn will coordinate and facilitate a kick-off meeting with Client upon Notice to Proceed. The purpose of this meeting will be to introduce the participants to the project, review the project scope, and discuss key issues so they can be resolved early in the project planning process.

Kimley-Horn will coordinate and facilitate up to two additional project meetings during project execution. Meetings may be conducted virtually at the discretion of the City. Each meeting will consist of project status updates, schedule review, and discussion of upcoming milestones for both the project team and City staff. Kimley-Horn will prepare agendas and minutes for each meeting as needed.

Task 1.2 – Pavement Management Workshop

Kimley-Horn will plan a stakeholder workshop, possibly as part of the kickoff meeting, with City personnel focused on understanding the City's current pavement maintenance and rehabilitation practices. The workshop will involve discussion on materials and treatment strategies used to maintain City roadways, unit costs for selected treatments, anticipated annual funding levels, traffic counts or typical traffic volumes, and other studies to be integrated into the PMS. The workshop will also consist of a discussion of the Data Dictionary used to categorized pavement distresses and other assets in Task 2.

Task 2 – Network Definition

This task involves the pre-field activities related to defining the roadway system inventory and specific data collection requirements. It also involves setup and configuration of the asset management system using City-specific parameters that will be used to analyze and interpret pavement condition data.

Task 2.1 – Roadway System Inventory and Network Definition

Prior to beginning data collection, Kimley-Horn will work with the City to develop an inventory of its existing roadway network. In coordination with the City, we will compile relevant inventory data related to roadway surface type, segmentation limits (to/from streets), lane widths, work history, and other maintenance and rehabilitation efforts. This process will result in a GIS shapefile with block-to-block linear segmentation while also identifying which roadway segments will be collected in both directions. Based on preliminary estimates, we anticipate data collection on a total of no more than 290 miles of City-maintained roadway.

Task 2.2 – Data Collection Requirements

Data collection requirements will be memorialized in a Data Dictionary that defines the pavement distress types and severity levels that will be captured during data collection. The Data Dictionary will be based on the ASTM D6433 Pavement Condition Index (PCI) standard and can be modified to meet the specific objectives of the City. Other non-pavement asset types will be excluded from the initial extraction but can be included at a later time should the City wish to do so.

Task 2.3 – Pavement Management System Software Configuration

Kimley-Horn will customize its DRIVE software tool based on the customization parameters identified in Task 1. Treatment types and costs will be updated to reflect current City practices and available bid tabulation data. Up to five (5) budget options will be identified to illustrate the impacts of budget-driven or performance-driven targets. The software tool will be configured to accept pavement distress data delivered by International Cybernetics Company (ICC) in Task 3 and in accordance with the Data Dictionary developed in Task 2.2. Non-pavement asset data (curb and gutter) will be inventoried and a condition rating will be assigned.

Task 3 – Data Collection and Integration

Through our subconsultant International Cybernetics Company (ICC), Kimley-Horn will complete a comprehensive pavement data collection effort using high-speed automated equipment. Task 3 involves the collection and integration of data and asset inventories into the PMS.

Task 3.1 – Pavement and Asset Data Collection

Pavement and asset data collection will be coordinated with the City in advance of data collection according to the roadway network defined in Task 2.1. Data collection will be completed by ICC using its IrisPRO Pave data collection vehicle that is equipped with a laser crack measurement system (LCMS-2), inertial profiler, and Ladybug 5+ right-of-way imaging system. Data will be collected in accordance with ASTM D6433 standards and the Data Dictionary developed in Task 2 and approved by the City. Collection will generally occur in one direction unless otherwise identified by the City. The City-approved network definition shapefile developed in Task 2 will indicate collection direction for in-scope roadways. Extracted assets will consist of curb and gutter features.

Task 3.2 – Data Integration

Upon confirmation of the pavement distress data and asset inventory data, Kimley-Horn will populate the DRIVE tool with condition and inventory information. The integration process will contain final confirmation of parameters related to treatment types, local cost data based on recent paving contracts, maintenance trigger values, and budget constraints that will be used when conducting various budget scenarios. Pavement performance models will be developed based on current conditions, surface type, functional classification, and past work history.

Task 4 – Reporting and Training

Kimley-Horn will analyze collected pavement condition data to develop a practical, data-driven roadway maintenance and repair plan using the PMS software tool. In addition to ‘Do Nothing’ and ‘Unlimited Funding’ scenarios, up to five (5) budget-driven or performance-driven scenarios will be considered in the analysis. Results from the analysis will be presented to the City in an Executive Summary, and City staff will be trained on how to use the DRIVE software.

Task 4.1 – Reporting

Kimley-Horn will develop an Executive Summary that discusses the data collection methodology, data collection results, budget analysis scenarios, and maintenance and repair priorities. The report will summarize both pavement and asset inventories while providing recommendations on strategies for structuring a pavement and asset management program over the next 5 years. Kimley-Horn will provide draft and final versions and assumes that one round of non-conflicting comments will be reflected in the final version of the Executive Summary.

Kimley-Horn will prepare and deliver a presentation to Sherman’s City Council. The presentation will incorporate significant findings from the evaluation and discuss condition trends and funding requirements.

In addition to the report documents and presentation files, Kimley-Horn will deliver final GIS shapefiles and map packages to the City containing relevant roadway and asset inventories. Files will be provided in .SHP and .MPK file formats and will be suitable for integration into the City’s existing GIS platform.

Task 4.2 – Training

Kimley-Horn will provide City staff with the training required to operate the DRIVE software. Following the initial configuration and data integration into DRIVE, Kimley-Horn will meet with the City to demonstrate software features and functions with the goal of providing City staff with the training required to operate the system independently. The software will be web-based and allow for users to access the site remotely. The initial DRIVE software licensing period will remain in effect for one (1) year and can be renewed by the City annually should it wish to do so.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Geotechnical investigations, including coring and boring
- Ground-penetrating radar (GPR) investigations
- Non-destructive testing (NDT)
- Structural inspections on bridges
- Pavement condition evaluations beyond the scoped mileage of 290 miles
- Pavement design services
- Pavement distress viewer using ICC Connect software
- DRIVE software licensing after 1 year
- Extraction of other assets from right-of-way imagery
- Public meetings
- Others as requested by the City

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing GIS and/or digital photography data for the project area
- Construction history documentation including dates for last major work
- Bid tabulations containing material unit cost information

SCHEDULE

We will provide our services as expeditiously as practicable. Upon notice to proceed and contract execution, Kimley-Horn is prepared to initiate the field data collection effort within 30 days of notice to proceed and begin preliminary PMS integration following the completion of the assessment. The remaining schedule will be distributed at the kick-off meeting and can be modified as needed to meet a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the Scope of Services in Tasks 1 - 4 for the total lump sum labor fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Coordination Services	\$5,000
Task 2 Network Definition	\$7,500
Task 3 Data Collection and Integration	\$68,000
Task 4 Reporting and Training (including DRIVE software)	\$16,000
Tasks Subtotal (Tasks 1-4, Total Lump Sum)	\$96,500

Individual task amounts are provided for budgeting purposes only, and Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



December 9, 2021

Kevin Winkler
Public Works Manager
City of Sherman
220 W Mulberry Street
Sherman, TX 75090

**Re: Professional Services Agreement
Pavement Management Program
Sherman, Texas**

Dear Mr. Winkler:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Sherman ("City" or "Client") for providing professional consulting services for the above referenced project.

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Our Scope of Services, Fee, and Schedule are as follows:

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Task 1.2 – Pavement Management Workshop

Kimley-Horn will plan a stakeholder workshop, possibly as part of the kickoff meeting, with City personnel focused on understanding the City's current pavement maintenance and rehabilitation practices. The workshop will involve discussion on materials and treatment strategies used to maintain City roadways, unit costs for selected treatments, anticipated annual funding levels, traffic counts or typical traffic volumes, and other studies to be integrated into the PMS. The workshop will also consist of a discussion of the Data Dictionary used to categorized pavement distresses and other assets in Task 2.

Task 2 – Network Definition

This task involves the pre-field activities related to defining the roadway system inventory and specific data collection requirements. It also involves setup and configuration of the asset management system using City-specific parameters that will be used to analyze and interpret pavement condition data.

Task 2.1 – Roadway System Inventory and Network Definition

Prior to beginning data collection, Kimley-Horn will work with the City to develop an inventory of its existing roadway network. In coordination with the City, we will compile relevant inventory data related to roadway surface type, segmentation limits (to/from streets), lane widths, work history, and other maintenance and rehabilitation efforts. This process will result in a GIS shapefile with block-to-block linear segmentation while also identifying which roadway segments will be collected in both directions. Based on preliminary estimates, we anticipate data collection on a total of no more than 290 miles of City-maintained roadway.

Task 2.2 – Data Collection Requirements

Data collection requirements will be memorialized in a Data Dictionary that defines the pavement distress types and severity levels that will be captured during data collection. The Data Dictionary will be based on the ASTM D6433 Pavement Condition Index (PCI) standard and can be modified to meet the specific objectives of the City. Other non-pavement asset types will be excluded from the initial extraction but can be included at a later time should the City wish to do so.

Task 2.3 – Pavement Management System Software Configuration

Kimley-Horn will customize its DRIVE software tool based on the customization parameters identified in Task 1. Treatment types and costs will be updated to reflect current City practices and available bid tabulation data. Up to five (5) budget options will be identified to illustrate the impacts of budget-driven or performance-driven targets. The software tool will be configured to accept pavement distress data delivered by International Cybernetics Company (ICC) in Task 3 and in accordance with the Data Dictionary developed in Task 2.2. Non-pavement asset data (curb and gutter) will be inventoried and a condition rating will be assigned.

Task 3 – Data Collection and Integration

Through our subconsultant International Cybernetics Company (ICC), Kimley-Horn will complete a comprehensive pavement data collection effort using high-speed automated equipment. Task 3 involves the collection and integration of data and asset inventories into the PMS.

Task 3.1 – Pavement and Asset Data Collection

Pavement and asset data collection will be coordinated with the City in advance of data collection according to the roadway network defined in Task 2.1. Data collection will be completed by ICC using its IrisPRO Pave data collection vehicle that is equipped with a laser crack measurement system (LCMS-2), inertial profiler, and Ladybug 5+ right-of-way imaging system. Data will be collected in accordance with ASTM D6433 standards and the Data Dictionary developed in Task 2 and approved by the City. Collection will generally occur in one direction unless otherwise identified by the City. The City-approved network definition shapefile developed in Task 2 will indicate collection direction for in-scope roadways. Extracted assets will consist of curb and gutter features.

Task 3.2 – Data Integration

Upon confirmation of the pavement distress data and asset inventory data, Kimley-Horn will populate the DRIVE tool with condition and inventory information. The integration process will contain final confirmation of parameters related to treatment types, local cost data based on recent paving contracts, maintenance trigger values, and budget constraints that will be used when conducting various budget scenarios. Pavement performance models will be developed based on current conditions, surface type, functional classification, and past work history.

Task 4 – Reporting and Training

Kimley-Horn will analyze collected pavement condition data to develop a practical, data-driven roadway maintenance and repair plan using the PMS software tool. In addition to ‘Do Nothing’ and ‘Unlimited Funding’ scenarios, up to five (5) budget-driven or performance-driven scenarios will be considered in the analysis. Results from the analysis will be presented to the City in an Executive Summary, and City staff will be trained on how to use the DRIVE software.

Task 4.1 – Reporting

Kimley-Horn will develop an Executive Summary that discusses the data collection methodology, data collection results, budget analysis scenarios, and maintenance and repair priorities. The report will summarize both pavement and asset inventories while providing recommendations on strategies for structuring a pavement and asset management program over the next 5 years. Kimley-Horn will provide draft and final versions and assumes that one round of non-conflicting comments will be reflected in the final version of the Executive Summary.

Kimley-Horn will prepare and deliver a presentation to Sherman’s City Council. The presentation will incorporate significant findings from the evaluation and discuss condition trends and funding requirements.

In addition to the report documents and presentation files, Kimley-Horn will deliver final GIS shapefiles and map packages to the City containing relevant roadway and asset inventories. Files will be provided in .SHP and .MPK file formats and will be suitable for integration into the City’s existing GIS platform.

Task 4.2 – Training

Kimley-Horn will provide City staff with the training required to operate the DRIVE software. Following the initial configuration and data integration into DRIVE, Kimley-Horn will meet with the City to demonstrate software features and functions with the goal of providing City staff with the training required to operate the system independently. The software will be web-based and allow for users to access the site remotely. The initial DRIVE software licensing period will remain in effect for one (1) year and can be renewed by the City annually should it wish to do so.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Geotechnical investigations, including coring and boring
- Ground-penetrating radar (GPR) investigations
- Non-destructive testing (NDT)
- Structural inspections on bridges
- Pavement condition evaluations beyond the scoped mileage of 290 miles
- Pavement design services
- Pavement distress viewer using ICC Connect software
- DRIVE software licensing after 1 year
- Extraction of other assets from right-of-way imagery
- Public meetings
- Others as requested by the City

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing GIS and/or digital photography data for the project area
- Construction history documentation including dates for last major work
- Bid tabulations containing material unit cost information

SCHEDULE

We will provide our services as expeditiously as practicable. Upon notice to proceed and contract execution, Kimley-Horn is prepared to initiate the field data collection effort within 30 days of notice to proceed and begin preliminary PMS integration following the completion of the assessment. The remaining schedule will be distributed at the kick-off meeting and can be modified as needed to meet a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the Scope of Services in Tasks 1 - 4 for the total lump sum labor fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Coordination Services	\$5,000
Task 2 Network Definition	\$7,500
Task 3 Data Collection and Integration	\$68,000
Task 4 Reporting and Training (including DRIVE software)	\$16,000
Tasks Subtotal (Tasks 1-4, Total Lump Sum)	\$96,500

Individual task amounts are provided for budgeting purposes only, and Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E. 7.

Meeting Date: 01/18/2022

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6840

Determining a Public Necessity to Acquire by Eminent Domain Certain Property in Fee Simple for Public Use, Including the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements, Including the Public Water Treatment Plant Expansion And Improvement Project And Other Public Utility Projects, Consisting of a 39.95-Acre Tract of Land Conveyed to Barrett Keith Brown as Recorded in Volume 4902, Page 308 of the Deed Records of Grayson County, Texas, Within the John Goode Survey, Abstract No. 468, City of Sherman, Grayson County, Texas, and Other Tracts of Land in the Vicinity of the Existing Public Water Treatment Plant, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire Certain Property for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Property, Offering to Acquire the Property, Voluntarily, from the Landowner(s) Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

Issue:

To consider granting authority to negotiate for property rights for public use, including the construction, expansion, access, repair and maintenance of public water and other utility improvements, including the Public Water Treatment Plant Expansion and improvement projects and to complete condemnation proceedings.

Background:

It is the intent of the City to acquire the necessary property for the purpose of, among other things, the construction, access, repair and maintenance of public water and other utility improvements, including Public Water Treatment Plant expansion and improvement project and other public utility projects. This tract is being considered for use in such purpose, and staff is requesting Council permission pursue purchase of this parcel using whatever legal means necessary.

Origination:

City Manager's Office

Financial Consideration:

Property acquisition costs, along with costs for appraisals, surveys, maps and photos

Staff Recommendation:

Staff recommends approval.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6840

Aerial Location Map

RESOLUTION NO. 6840

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY IN FEE SIMPLE FOR PUBLIC USE, INCLUDING THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, INCLUDING THE PUBLIC WATER TREATMENT PLANT EXPANSION AND IMPROVEMENT PROJECT AND OTHER PUBLIC UTILITY PROJECTS, CONSISTING OF A 39.95-ACRE TRACT OF LAND CONVEYED TO BARRETT KEITH BROWN AS RECORDED IN VOLUME 4902, PAGE 308 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE JOHN GOODE SURVEY, ABSTRACT NO. 468, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND OTHER TRACTS OF LAND IN THE VICINITY OF THE EXISTING PUBLIC WATER TREATMENT PLANT, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE CERTAIN PROPERTY FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE PROPERTY, OFFERING TO ACQUIRE THE PROPERTY, VOLUNTARILY, FROM THE LANDOWNER(S) THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas (“City Council”) finds that there is a public necessity for the acquisition, by eminent domain, of certain property in fee simple, as described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes, and other tracts of land in fee simple in the vicinity of the existing Public Water Treatment Plant located at 243 La Cima Road, Sherman, Texas, as deemed necessary by the City Manager or his designee (collectively, the “Property”), for the Project (hereinafter defined); and

WHEREAS, it is the intent of the City of Sherman, Texas (“Sherman”) to acquire the necessary for the purpose of, among other things, the construction, access, repair and maintenance of public water and other utility improvements, including the Public Water Treatment Plant expansion and improvement project and other public utility projects (collectively, the “Project”); and

WHEREAS, the City Council finds that the description of the Property to be acquired by eminent domain for the Project complies with Chapter 2206 of the Texas Government Code, as

amended (“Chapter 2206”), in that the same provides property owner(s) in and around the area reasonable notice that the owners’ Property may be subject to condemnation proceedings during the planning or construction of the Project; and

WHEREAS, the City Council finds that the Project is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Property to be acquired by eminent domain for the Project; and

WHEREAS, the City Manager, or his designee (“City Manager”), is authorized to make a bona fide offer, as defined by and in compliance with Section 21.0113 of the Texas Property Code (“Bona Fide Offer”), to acquire the Property in fee simple for public use, voluntarily, from the subject landowner(s) prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with Chapter 2206 and other applicable laws.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: Acquisition of Property. The City Council hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition, by eminent domain, of the Property in fee simple, and it is Sherman’s intent to acquire the Property for public use as described and depicted herein, specifically for the purpose of, among other things, the construction, access, repair and maintenance of public water and other utility improvements necessary for the Project.

SECTION 3: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed by Sherman from time to time in connection with the acquisition of the Property. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed for the acquisition of the Property. The City Manager shall first make a Bona Fide Offer to acquire the Property from the subject landowner(s), voluntarily. Should the landowner(s) fail to provide the Property, voluntarily, through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the Property by eminent domain.

SECTION 4: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on independent appraisal reports and other information to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the Property for the purpose of making the Bona Fide Offer.

After such consideration, the City Manager shall establish and approve the amount determined to be just compensation for acquisition of said Property and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Property, the City Manager is authorized to send a written Bona Fide Offer to the landowner(s) of said Property at the full amount determined and established to be just compensation therefore, and to negotiate with said landowner(s) on behalf of Sherman to acquire the Property voluntarily.

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire the Property needed for the Project, on behalf of Sherman, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the Property for the Project.

SECTION 7: Disposal of Improvements. The City Manager is hereby authorized to sell such surplus improvements, if any, located on the Property acquired in connection with this Project, should they interfere with the intended use and enjoyment of said Property.

SECTION 8: Eminent Domain Authorized. Should the City Manager be unable to acquire the Property, voluntarily, from the landowner(s), through the making of the Bona Fide Offer, the City Manager is authorized to instruct the law firm of Abernathy, Roeder, Boyd & Hullett, P.C., to commence eminent domain proceedings for the acquisition of the Property for the Project.

SECTION 9: Source of Funds. The amount to be paid, if any, for acquiring the Property for the Project will be appropriated from any lawful source.

SECTION 10: Savings/Repealing. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting resolutions shall remain in full force and effect.

SECTION 11: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 12: Public Notice. The City Council finds that the meeting at which this Resolution was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 13: Effective Date. This Resolution shall take effect immediately from and after its passage.

INTRODUCED on this the _____ day of _____, 2022.

ADOPTED on this the _____ day of _____, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A

39.95 acres of land located on La Cima Rd., Sherman, Grayson County, Texas and more particularly described as follows:

SITUATED in the County of Grayson, State of Texas, being a part of the John Goode Survey, Abstract No. 468, being all of a 100 acre tract of land conveyed by Mattie Clark, et al to Harry M. Shytles, Jr., et ux by deed dated October 12, 1961, recorded in Volume 943, Page 513, Deed Records, Grayson County, Texas, LESS AND EXCEPT (i) a 3.549 acre tract of land conveyed by A.E. Clark, Jr. to Grayson County, Texas by deed recorded in Volume 431, Page 510, Deed Records, Grayson County, Texas, (ii) an 8.25 acre tract of land conveyed by Mattie Clark, et al to Ebbie N. Grant by deed recorded in Volume 569, Page 70, Deed Records, Grayson County, Texas, (iii) a 46.43 acre tract of land described in Tract I, and a 1.56 acre tract of land described in Tract II in deed from Harry M. Shytles, Jr., et ux to the City of Sherman, dated May 31, 1989, recorded in Volume 2040, Page 91, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

[The remainder of this page intentionally left blank.]

BEGINNING at a 6 inch dia. fence post maintaining the most Northerly Northeast corner of an 86.8140 acre tract of land conveyed by Charles D. McRae to Aaron Prengler and Campbell Lease Service by deed dated May 15, 1975, recorded in Volume 1311, Page 138, Deed Records, Grayson County, Texas, at the intersection of the West line of said 100 acre tract with the South right-of-way line of F.M. Highway No. 691;

THENCE in a Southeasterly direction with the South right-of-way line of said F.M. Highway No. 691, and with a curve to the right having a radius of 2814.79 feet, (chord bears South 69 deg. 41 min. 47 sec. East, 888.39 feet) a distance of 892.12 feet to a concrete monument at the end of said curve;

THENCE South 60 deg. 37 min. 00 sec. East, continuing with the South right-of-way line of said F.M. Highway No. 691, at a distance of 534.17 feet passing a concrete right-of-way monument, and continuing for a total distance of 883.53 feet to a set spike nail at the intersection of the South right-of-way line of said F.M. Highway No. 691 with the East line of said 100 acre tract, the East line of said Goode Survey, the West line of the C.M.H. London Survey, Abstract No. 741, and with the center of a public road known as La Cima Road;

THENCE South 01 deg. 39 min. 33 sec. West, with the center of said La Cima Road, the East line of both said 100 acre tract, and Goode Survey, the West line of said London Survey, a distance of 578.33 feet to a set spike nail for the Northeast corner of the above referenced 1.56 acre tract;

THENCE North 84 deg. 19 min. 25 sec. West, at a distance of 30.46 feet passing 1.15 feet North of a chain link fence corner post, and continuing for a total distance of 442.28 feet a set ½ inch rebar for the Northwest corner of said 1.56 acre tract, from which a chain link fence corner post bears South 20 deg. 38 min. 57 sec. East, a distance of 2.27 feet;

THENCE South 02 deg. 48 min. 16 sec. West, a distance of 166.81 feet to a set ½ inch rebar for the Southwest corner of said 1.56 acre tract on the North line of the above referenced 46.43 acre tract, from which a chain link fence corner post bears South 44 deg. 52 min. 37 sec. East, a distance of 1.56 feet;

THENCE North 87 deg. 40 min. 45 sec. West, with the North line of said 46.43 acre tract, at a distance of 1177.42 feet passing 0.2 feet North of a chain link fence corner post, and continuing for a total distance of 1191.50 feet to a found ½ inch rebar for the Northwest corner on the West line of said 100 acre tract, the East line of said 86.8140 acre tract;

THENCE North 02 deg. 09 min. 18 sec. East, with the general line of a fence, the West line of said 100 acre tract, the East line of said 86.8140 acre tract, a distance of 1395.46 feet to the place of beginning and containing 39.95 acres of land more or less.







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E. 8.

Meeting Date: 01/18/2022

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6841**

Authorizing the Purchase of a New 2022 Autocar Sidewinder ASL from Chastang Enterprises for the Solid Waste Department through Buyboard

Issue:

To consider approval of a resolution to purchase a new 2022 Autocar Sidewinder ASL from the BuyBoard for use within the Solid Waste Department.

Background:

The requested purchase is to replace Unit 642 (a 2007 McNeilus Side Loader). This Side Loader is used in the daily residential trash operations of the Solid Waste Department.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new 2022 Autocar Sidewinder ASL will be purchased from Chastang Enterprises for \$360,486.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2021-2022 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Autocar Sidewinder ASL through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6841

Chastang Enterprises Quotation

BuyBoard Interlocal Agreement

2022 Autocar Xpeditor

RESOLUTION NO. 6841

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2022 AUTOCAR SIDEWINDER ASL FROM CHASTANG ENTERPRISES FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Chastang Enterprises through BuyBoard a new Autocar Sidewinder ASL at a total price of Three Hundred Sixty Thousand and Four Hundred Eighty Six Dollars (\$360,486.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 18th day of January, 2022.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

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

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



Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000



TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE



CUSTOMER:	City of Sherman
CONTACT	Jimmy Mrozinski
PHONE:	903-892-7288
EMAIL:	jimmy@cityofsherman.com

QUOTE DATE:	12/31/2021
QUOTED BY:	Carl Norberg
PHONE:	713-678-5060 512-557-7453
EMAIL:	cnorberg@chastangford.com

ITEM DESCRIPTION:	2022 Autocar Xpeditor ACX64 Chassis Commensurate for use with Automated Side Load						
CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	3	ITEM PRICE:	51782

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
Single LH Drive Cab
Tilt/Telescop Steering Column
Allison 3000 Series 5-Speed
Cummins L9 350HP Diesel Engine

STANDARD EQUIPMENT
Air Conditioning
Technical Training Manuals
Autocar 24/7 Tech Support
RP 170 Connectors

OPTIONAL EQUIPMENT
Cummins X12 350HP Diesel Engine
Allison 4500 Series 6 Speed Transmission
Dual Drive Cab
46,000 Rear Suspension
Vocational Frame Prep/Double Frame
Hendrickson 20K Front Axle
Four Wheel Lock
Chassis Engineering Layout
Front Engine PTO Prep
46,000 Rear Suspension
Severe Duty Main Frame
Heated, Remote Mirrors
Oil Pan Guard
Central Air Drain Manifold
Aux. Load Cushions
Turbo Heat Shield
Engine Block Heater

OPTIONAL EQUIPMENT	
Auto Neutral Trans and Vocation Programming	
Autocar Advanced Diagnostic Display	
Allison Transmission Retarder	
Dual Fire Extinguishers	
LH Vertical Exhaust	
16" Two Stage Air Cleaner	
16.5x7 Front Brakes	
16.5x8.62 Rear Brakes	
Overhang over 56"	
46,000 Rear Axle	
Refuse Suspension Prep	
Air Ride Driver's Seat	
Heated Fuel/Water Separator	
11R22.5 Rear Tires	
5 Year Cummins Aftertreatment Warranty	
5 Year Transmission Warranty	
5 Year Cummins Engine Warranty	
CHASSIS OPTIONS	151,779
CHASSIS OPTION DISCOUNT (-3.2%)	-4857
CHASSIS TOTAL	198704

BODY EQUIPMENT

BODY VENDOR:	Texas Pack & Load	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	161382
BODY MFG:	New Way	MODEL:	Sidewinder	TYPE:	ASL	CAPACITY:	31 Yard

OPTIONAL EQUIPMENT	COST

OPTIONAL EQUIPMENT	COST
BODY OPTIONS	0
BODY TOTAL	161382

Submit Approved Quote to BuyBoard:

Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Approx. 90-120 Days to Complete
---------------------------	---------------------------------

UNIT PRICE	360086
QUANTITY	1
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	360486

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. Payments.
- a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. Cooperative Reporting. The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. Administration. Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. Amendments. The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

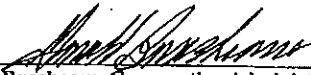
1. Authorization to Participate. Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. Bylaws. The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. Compensation. The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. Cooperation and Access. The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:

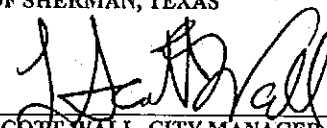
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

F. 1.

Meeting Date: 01/18/2022

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Ida Road Ground Storage Tank Rehabilitation

Issue:

Requesting permission to advertise for bids the construction of the Ida Road Ground Storage Tank Rehabilitation Project

Background:

This project is to rehabilitate the Ida Road Ground Storage Tank facility. In our 2020 annual tank inspection report, this project was considered the highest priority and in need of rehabilitation as soon as possible. The tank is also on the 2022 Capital Improvements Project list and was allocated \$3,000,000.00 in the budget.

Origination:

Engineering Department

Financial Consideration:

This project estimate of probable construction cost is approximately \$2,300,000.00. This project will be funded through the Coronavirus State and Local Recovery Funds, a part of the American Rescue Plan Act (ARPA); also known as Covid-19 Stimulus Package.

Staff Recommendation:

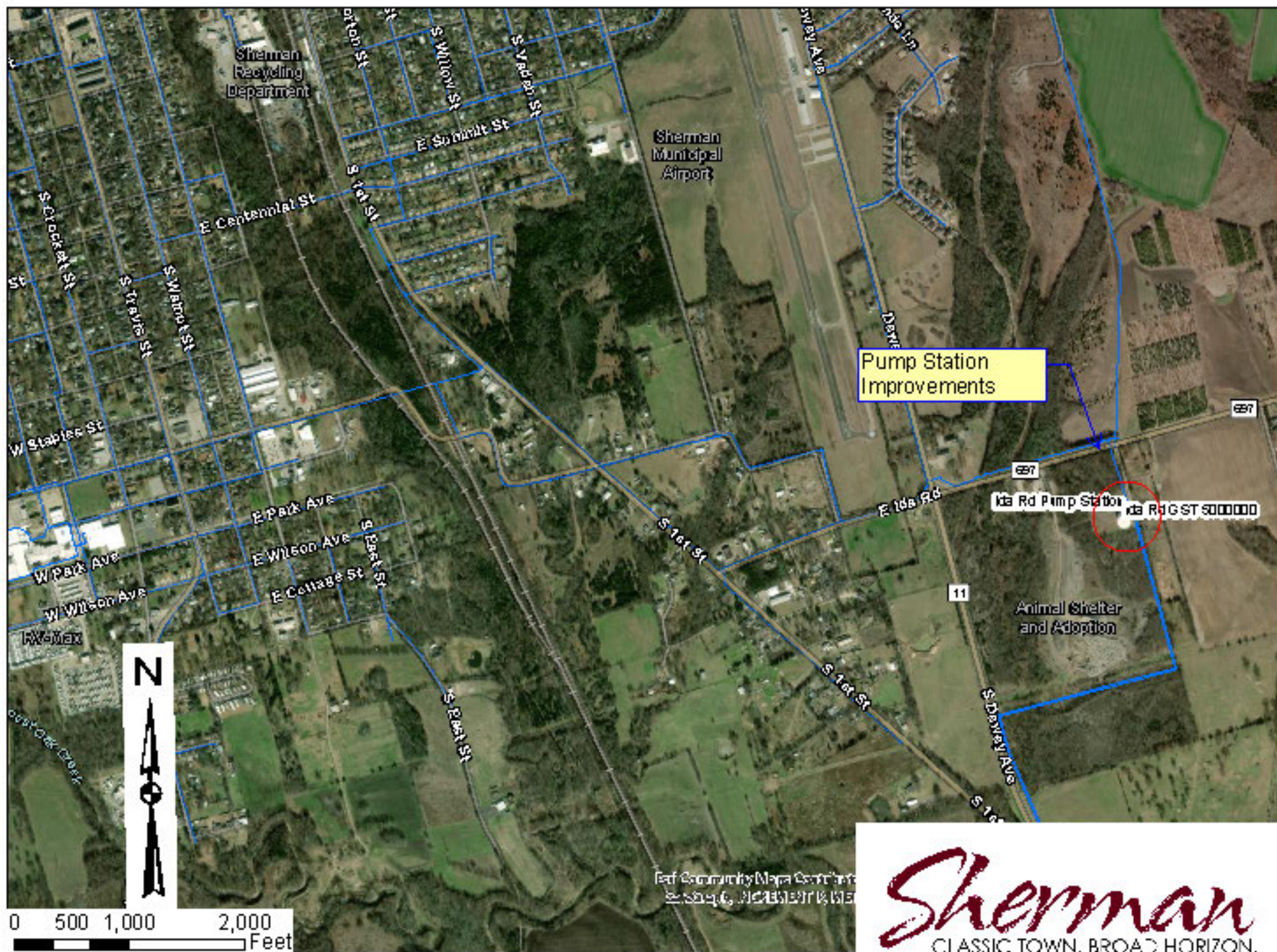
It is recommended that the City Council authorize the engineering department to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Location Map





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

G. 1.

Meeting Date: 01/18/2022

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

EMERGENCY CHANGE ORDER NO. 1

North Travis Water Line Replacement / US 75 Water Line Crossing; Hayes Construction, LLC;
\$53,013.00 Increase

Issue:

To ratify Change Order No.1 with Hayes Construction, LLC for the North Travis Water Line Replacement / US 75 Water Line Crossing that was declared to be an emergency by city staff.

Background:

This Emergency Change Order No.1 will adjust the project quantities for the North Travis Water Line Replacement / US 75 Water Line Crossing to include the work necessary to replace the sewer main west of Harrison Avenue crossing under a railroad track.

This sewer main has become severely deteriorated and currently needs weekly maintenance to prevent it from backing up. The condition of the main continues to worsen and is being replaced under an Emergency declaration by city staff.

Origination:

Engineering Department

Financial Consideration:

The change order results in a \$53,013.00 increase in the contract amount, yielding a total contract price of \$526,852.00.

The City's Utility Fund will be utilized to fund the replacement.

Staff Recommendation:

It is recommended that the emergency replacement of the Harrison Avenue Sewer Main be ratified.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No.1
Location Map

Change Order

Date of Issuance: January 10, 2022

No. 1

Project: GTUA/Sherman North Travis Water Line Replacement / US 75 Water Line Crossing	Project No.: COS 1398-U F-M 16003
Owner: GTUA / City of Sherman	Date of Contract: April 26, 2021
Contractor: Hayes Construction	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Mobilization, Placement of 4' diameter x 5' deep MH with 20' Stub-out, All labor and Materials to install 180-LF 8" sewer by bore and pull back through existing deteriorated SS, including Bypass pumping to maintain service, tie in new line, and grout new line under RR tracks, installed and Complete, including clean-up.

Justification:

Emergency repair of collapsing existing 8" clay tile sewer line.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 473,839.00

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:

\$

Contract Price prior to this Change Order:

\$ 473,839.00

[Increase] [~~Decrease~~] of this Change Order:

\$ 53,013.00

Contract Price incorporating this Change

\$ 526,852.00

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 1/10/2022

ACCEPTED:

By:
Owner (Authorized Signature)

Date:

CHANGE IN CONTRACT TIMES:

Original Contract

Substantial completion days: 270

Substantial completion date: March 15, 2022

[Increase] [Decrease] from previously Change Orders No. 0 to No. 0:

Substantial completion days: 270

Substantial completion date: March 15, 2022

Contract Times prior to this Change Order:

Substantial completion days: 270

Substantial completion date: March 15, 2022

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion days: 30

Substantial completion date: April 14, 2022

Contract Times with all approved Change Orders:

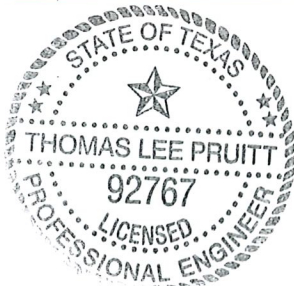
Substantial completion days: 300

Substantial completion date: April 14, 2022

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 1/10/2022





Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

H. 1.

Meeting Date: 01/18/2022

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Ratifying the Emergency Execution of a Professional Service Agreement with Eaton Corporation for the Installation of a New Switchgear/Automatic Transfer Switch (SWGR/ATS).

Issue:

To consider the ratification an emergency professional service agreement with Eaton Corporation for the installation of a New Switchgear/Automatic Transfer Switch (SWGR/ATS) at the Water Treatment Plant.

Background:

To provide a safe means to transfer between two electrical sub-stations and a future power generator, a new Switchgear/Automatic Transfer Switch (SWGR/ATS) is needed. The installation of this new SWGR/ATS will replace the existing manual switch. The final design and installation was given an emergency designation by city staff. This has allowed the city to give the contractor a notice to proceed with final design and fabrication and installation of the equipment.

Origination:

Engineering Department

Financial Consideration:

The contract cost of the SWGR/ATS is \$335,042. The project is funded by 2021 Greater Texoma Utility Authority OM bonds.

Staff Recommendation:

It is recommended to ratify the emergency professional service agreement with Eaton Corporation for the installation of a New Switchgear/Automatic Transfer Switch (SWGR/ATS).

Alternatives:

As may be directed by the City Council

Attachments

Professional Services/Consultant Agreement

Eaton Proposal

Selling Policy

Location Map

Professional Services/Consultant Agreement

ENGINEERING SERVICES AND MATERIALS AGREEMENT

This AGREEMENT is made and entered into this ____ day of January 2022, hereinafter the EFFECTIVE DATE, by and between the City of Sherman, Texas, hereinafter also called the OWNER or CITY, and Eaton Corporation, hereinafter called the ENGINEER or CONSULTANT. On consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

ARTICLE I. AGREEMENT DOCUMENTS

The term AGREEMENT DOCUMENTS shall mean and include the following documents, and this AGREEMENT expressly incorporates the same herein by reference for all purposes:

- a. This Agreement;
- b. The RFP published by the CITY, attached hereto as Exhibit A;
- c. The ENGINEER's response to the RFP, attached hereto as Exhibit B;
- d. Selling Policy, attached hereto as Exhibit C.

This AGREEMENT shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B and Exhibit C conflict with provisions of this AGREEMENT or each other, the provisions of this AGREEMENT, then the provisions of Exhibit A, Exhibit B and Exhibit C shall prevail in that order.

ARTICLE II. SERVICES TO BE PROVIDED

ENGINEER agrees to furnish professional engineering services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ENGINEER shall conduct professional engineering services generally described as follows:

Emergency SWGR / ATS Power Transfer Scheme

ARTICLE III. SCOPE OF WORK

During the term of this AGREEMENT, ENGINEER shall perform at the request and satisfaction of the Engineering Department of the CITY the stated services and provide the materials, goods and products as described in the Agreement Documents.

ARTICLE IV. PROJECT TIMELINE

Work on the PROJECT contemplated under this AGREEMENT shall commence on the EFFECTIVE DATE of this AGREEMENT and be completed within 150 days of the Effective Date of this AGREEMENT, hereinafter PERFORMANCE PERIOD. The deadline for completion is a material term of this AGREEMENT, and time is of the essence.

ARTICLE V. PROJECT INITIATION

Prior to the OWNER issuing a work order to proceed with any assessments, surveys, or other related work, ENGINEER shall provide OWNER with a written proposal detailing the scope of services and providing a fee estimate for proposed work. Said costs are to be based on the attached fee schedule. Final cost, excluding an approved change order, may not exceed the cost estimate without written approval of the OWNER.

ARTICLE VI. FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services as detailed on the fee schedule attached as **EXHIBIT B** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work. Fees for goods, materials and products provided by ENGINEER shall be as set forth in the attached fee schedule.

ARTICLE VII. PAYMENT TERMS

ENGINEER will invoice OWNER for work performed and materials, goods and products provided as set forth in **EXHIBIT B**. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Payment terms will be Net 30 from the date of invoice. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VIII. INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER.

ENGINEER will maintain general insurance coverage as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Professional Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate policy limit. A "claims made" policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured to the extent of ENGINEER's liability by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER to the extent of ENGINEER's liability), with regard to the ENGINEER'S activities as required by this AGREEMENT. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE IX. INDEMNIFICATION

Subject to the Limitation of Liability set out in Exhibit C, the ENGINEER shall hold harmless and indemnify the OWNER from all claims and liability for damage brought against the OWNER to the extent that the damage results directly from or out of bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of ENGINEER or that results from intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control. The ENGINEER shall also save harmless the OWNER from any and all expenses, including attorney fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities, which might be imposed on the OWNER as the result of such negligent acts or omissions by the ENGINEER in proportion to the ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee, correct or revise any errors or deficiencies in his performance according to ENGINEER's warranty set out in Exhibit C.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of

Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE X. COMPLIANCE WITH LAWS

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and all other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

ARTICLE XI. BONDS

Before commencing construction or installation of any of materials or equipment as described in the Agreement Documents, ENGINEER shall cause to be delivered a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the amount of the actual cost of such materials or equipment, as applicable, to ensure CITY is indemnified: (A) against any claims for nonpayment of any part of the construction or work performed in connection with the PROJECT; and (B) for the completion of the PROJECT in accordance with this AGREEMENT. Prior to CITY's Final Acceptance of the PROJECT, ENGINEER shall cause to be delivered to CITY a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the amount of the actual cost of the such materials or equipment, as applicable, to ensure the repair or remedy of any maintenance issues CITY may have regarding the same after CITY's issuance of CITY's Final Acceptance of the same. The Bonds described in this section must be: (A) good and sufficient bonds; (B) in the amounts prescribed herein; (C) with a reputable and solvent corporate surety and in favor of CITY; and (D) in compliance with any other CITY legal requirements relating to such bonds generally applicable to similar development in CITY.

ARTICLE XII. OWNER'S RIGHTS AND OWNERSHIP OR DOCUMENTS

All ENGINEER'S designs and work products under this AGREEMENT including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the City, to be used as the City desires, without restriction. ENGINEER specifically waives and releases any proprietary rights or ownership claims herein.

ARTICLE XIII. SUCCESSORS AND ASSIGNS

The City and the ENGINEER each bind themselves and their respective partners, successors, assigns and legal representatives to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the City unless such assignment is made to an affiliate of ENGINEER or the assignment is part of a sale of all or substantially all of ENGINEER's assets. For purposes of this Agreement, the term "affiliate" means any person, directly or indirectly controlling, controlled by, or under common control with ENGINEER. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or

cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

ARTICLE XIV. PROVISION FOR TERMINATION/INTERRUPTION

The City may terminate or suspend the ENGINEER'S services under this AGREEMENT at any time upon paying all sums due the ENGINEER for work to time of termination and after giving the ENGINEER seven (7) calendar days prior written notice by certified mail, stating the reason for such termination or suspension.

In the event of termination or abandonment of the ENGINEER'S services under this AGREEMENT, payment shall be made to the ENGINEER for all services performed to the date of same.

Upon payment in the event of termination or abandonment, all documents prepared by the ENGINEER shall become the property of the City.

If this AGREEMENT is terminated because of material breach of this AGREEMENT by the ENGINEER, the City may have the remaining work and services to be performed by the ENGINEER performed by another engineer, and the ENGINEER shall be liable to the City for any costs accrued by the City thereof.

ARTICLE XV. GOVERNING LAW

This AGREEMENT shall be governed in all respects by the laws of the State of Texas. Venue for this AGREEMENT shall be exclusively in Grayson County, Texas.

ARTICLE XVI. SURVIVAL

All provisions of this AGREEMENT for indemnity or allocation of responsibility or liability between OWNER and ENGINEER shall survive the completion of the services and the termination of the AGREEMENT.

ARTICLE XVII. SEVERABILITY

In the event that any provision of the AGREEMENT is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

ARTICLE XVIII. ENGINEERS SEAL

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished by ENGINEER to the Owner.

ARTICLE XIX. PUBLIC FUNDING

This AGREEMENT is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this AGREEMENT for that fiscal year. The obligation of the City pursuant to this AGREEMENT in any fiscal year for which this AGREEMENT is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an

indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this AGREEMENT, this AGREEMENT may be terminated without any liability to either party.

**ARTICLE XX.
EXTENT OF AGREEMENT**

This AGREEMENT represents the entire and integrated AGREEMENT between the City and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER.

OWNER:
CITY OF SHERMAN, TEXAS

ENGINEER:
EATON CORPORATION

Robby Hefton, City Manager

Name of authorized signer: _____

ATTEST:

Linda Ashby, City Clerk

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

BY: _____
Ryan D. Pittman
City Attorney

EXHIBIT A
RFP

[on file with the City]

**EXHIBIT B
RESPONSE TO RFP**

[10 pages attached hereto]

EXHIBIT C
SELLING POLICY

[5 pages attached hereto]

Response to Request for Proposal

City of Sherman Water

Emergency Power Transfer Scheme

Eaton Budgetary Proposal Number DA54-210923-02-DTB

November 1, 2021



Presented By: **Eaton Corporation**
Electrical Engineering Services & Systems
637 Westport Parkway, Suite 200
Grapevine, TX 76051

Contacts:

Eaton Corporation

Electrical Engineering Service & Systems

Service Sales Representative:

Darrell Copen (DA54)

Phone:

Email: DarrellGCopen@eaton.com

Eaton Corporation

Electrical Engineering Service & Systems

Technical Application Support Engineer:

Darin Binning

Phone: 817-304-6581

Email: DarinTBinning@eaton.com



Powering Business Worldwide

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Project Summary

The City of Sherman Texas addition of a new generator and upgrade of the controls to an PLC based automatic transfer scheme with new touchscreen HMI

References:

The following sent files were utilized to create this proposal.

Name	
	SWGR 2 INFORMATION.pdf
	SWGR 1 AND 2 MANUAL INDEX.pdf
	SWGR 1 INFORMATION.pdf
	Transmittal - 00003.pdf
	SWGR 2 6288H03 SH 2.JPG
	SWGR 2 6288H03 SH 1.JPG
	SWGR 2 6288H02 SH 2.JPG
	SWGR 2 6288H02 SH 1.JPG
	SWGR 2 6288H01 SH 2.JPG
	SWGR 2 6288H01 SH 1.JPG
	SWGR 2 6288S01.JPG
	SWGR 2 6288Y01.JPG
	SWGR 2 6288EMD.JPG
	SWGR 1 6287H03 SH 2.JPG
	SWGR 1 6287H03 SH 1.JPG
	SWGR 1 6287H02 SH 2.JPG
	SWGR 1 6287H02 SH 1.JPG
	SWGR 1 6287H01 SH 2.JPG
	SWGR 1 6287H01 SH 1.JPG
	SWGR 1 6287S01.JPG
	SWGR 1 6287Y01.JPG
	SWGR 1 6287EMD.JPG

Overview

Eaton is working with the City of Sherman Texas Water Plant on a Westinghouse VCP -W medium voltage (MV) Metal Clad Switchgear expansion project. There are two sides to this distribution. Half in one room adjacent to the other half in a room in the same building. The Tie Breaker is normally in the close position.

This project will add a customer furnished backup generator to their existing line up and change from manual control to an Eaton PLC based automatic transfer scheme. Eaton EESS will add 1 additional Breaker and a new control enclosure that will house the new Eaton PLC and HMI shown in the materials list providing an open transition automatic transfer upon utility loss and a manual re-transfer once the Utility returns. The City of Sherman also requested the ability to control and monitor the breakers from a new HMI remotely so this 15" touchscreen HMI will be added to the new control enclosure and mounted in the door. The new control enclosure will be set in place within same room as existing switchgear lineup.

Scope of Work

Eaton Corporation will provide the necessary field service personnel, tools, materials, and approved test equipment to perform the scope of work as described herein.

Eaton PSC:

1. System design
2. Drawing's package
3. Design Submittal
4. PLC application programming
5. HMI application programming
6. Manufacture of a new wall-mount control enclosure with the materials mounted in the door and back pan, as appropriate, and wired to terminal blocks ready for installation at customer site
7. Ship to site
8. Onsite start-up and testing of the new system – PSC controls engineer for two (2) 12-hour days to be performed during a single weekend
9. Project management of PSC portion items

Eaton Service:

1. Drawing's package for new section and modifications
2. Design Submittal
3. Provide rigging and set (1) new 15KV section to existing switchgear. This section to be mounted to the right side of Switchgear 2 on existing concrete pad
4. Connect bus connections and assembly of new switchgear to existing
5. Install PSC Group supplied (approximate size of 36"x36"x60" tall) control cabinet
6. Furnish and install (1) 1-1/4" EMT from switchgear to control cabinet with (60) 14AWG wires approx. 20'
7. Furnish and install (1) 1-1/4" EMT from switchgear to control cabinet in switchgear rm #2 with (40) 14AWG wires approx. 40'
8. Terminate system wiring
9. Remove existing kirk lock scheme
10. Install lockout relays for each existing Main and Tie Breaker trip scheme.
11. Install a hardwire interlock scheme between the transfer scheme breakers
12. Upgrading MOC switches on existing main and tie breakers to accommodate additional needed circuits
13. Install TOC switch on existing main and tie breakers
14. Modification to the existing 83 CPT transfer scheme to incorporate generator source.
15. Provide Start-up Testing per Eaton Standard Start-up Testing Guidelines of the new switchgear section
16. Assist PSC controls engineer for two (2) 12-hour days to be performed during a single weekend
17. Management time to include site walks, meetings, and coordination of subcontractors.

Eaton PSE:

1. Create relay setting file for generator breaker

Equipment Bill of Material

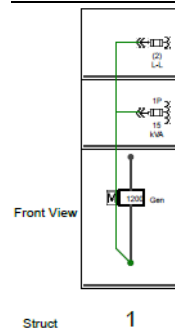
Eaton will be providing the following materials:

Eaton PSC:

PSCU3392MSH v1 - City of Sherman Materials List	
QTY.	Description
1	Wall mount control enclosure with the equipment mounted and wired to terminal blocks ready for installation at site.
1	XV 15.4" HMI Ethernet w. Visual Designer
1	Cisco Ethernet Switch
1	Phoenix 8 port Unmanaged Ethernet Switch
1	XC-303-C32-002 - EATON XC303 CPU CAN1, CAN2, RS485, ETH0, ETH1, ETH2, USB host, 4 input/output channels (24 VDC, 0.5 A)
4	XN-322-16DI-PD - 16 DIGITAL INPUTS 24VDC, PULSE-SWITCHING, 5.0MS
2	XN-322-16DO-P05 - 16 DIGITAL OUTPUTS 24VDC, PULSE-SWITCHING, 0.5A
3	Undervoltage Relay ES-27/59
2	Phase Sequence Relay ES-47N
1	Frequency Relay ES-810/U

Eaton Service:

QTY	Description
1	New Switchgear MVA Section w/ generator breaker, generator relay, Line PTs, and Line CPT
3	MOC Switch Assembly, 15A/12B, 3 Sw. Connect Only
3	TOC Switch Assembly
20	12-point terminal blocks
1	Misc. wire, terminals, wire labels, etc.
1	(83) NEMA OPEN REV CONT SIZE 4 240V COIL

New MVA Section

Preliminary Schedule

The following schedule is preliminary only and represents a typical projects life cycle. A detailed final schedule will be agreed upon with Eaton's project manager and City of Sherman following the kickoff meeting. This will include updated equipment lead times at time of order. Eaton understands that an outage not to exceed eight (8) hours for both boards is possible and depending on the arc flash calculations we may be able to take one side down at a time for testing purposes. This detail will be discussed during the kick-off meeting and additional planning for the implementation schedule will be planned for.

City of Sherman		PSCU 3392MSH	1.0		"Preliminary" Schedule							Lake Water Pumping Station - M-M & add newGen													
	Typical Duration - days	Varies based on resource availability	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	FAT Wait	Wk 16	Wk 17	Wk 18	Wk 19	Wk 20	Wk 21	
Description																									
PO	day 1	Varies Process PO - 1d, Assemble Team 5 to 20d and Prepare for schedule Kickoff - 1 to 3 d																Wait for Factory Acceptance Testing Slot (Typically 18 to 22 weeks ARO)							
Assemble Team	5 to 20																								
Kick-Off	1																								
Design	5 to 30																								
Submittals	5																								
Approval - assumes 2 week	10																								
Final submittal	5																								
Panel build (if required) - following approvals	30 to 40																								
Control programming	10 to 30																								
HMI programming	5 to 30																								
Offsite Factory Testing (FAT)	2 to 10																								
Ship to Site	5																								
Onsite installation	5+																								
Onsite startup and testing	2 to 5+																								
Training	1																								
Final Documentation	5 to 10+																								
PM	throughout																								

Completion

Upon completion of the project, Eaton will:

- Furnish a comprehensive engineering report including findings, test data, and recommendations
- Provide As-Built drawings.
- Provide Operation and Maintenance Manuals.

Pricing

Pricing for the scope of work described above is as follows:

Item	Description	Price (NET)
001	Field Services / Materials per associated scope above	\$301,172
002		
Total Price:		\$301,172
Options:		
001A	Coordination / Arc Flash Study of 12,470V bus	\$18,600
002B	Preventative Maintenance of existing switchgear & breakers	\$15,270

Price for the above scope of work is based on performing site work on a weekday-day turn. If the work cannot be performed during regular working hours (6am-5pm) or must be performed on weekends or holidays, you must contact us to adjust the price accordingly.

Payment

Payment terms are net 30-days and an initial payment upon receipt of purchase order may be requested. Progress payments will be required and will be based upon the following schedule:

- 10% payment with receipt of valid purchase order
- 20% payment upon delivery of submittal drawings
- 30% payment upon shipment of equipment
- 20% payment upon set of equipment
- 20% upon completion of test and commissioning

Order Entry

Please email an electronic copy of the purchase order to **DarrellGCopen@eaton.com**. To ensure proper order processing, please include the following information in the PO:

- Addressed to Eaton Corporation
637 Westport Parkway, Suite 200
Grapevine, TX 76051

The Eaton proposal number as listed on page 1

- The ship-to address and site contact name, number, and email
- The bill-to address and purchasing contact information

Qualifications / Clarifications

- **Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.**
- Physical installation of pipe, wire, and conduit for network LAN's is responsibility of others and not included.
- Any BAS set-up and/or programming is by others.
- Additional work needed will be priced separately.
- Equipment to be shipped to site directly and off loaded by site personnel.
- New switchgear section will fit on existing concrete pads. This quote does not include any additional concrete work.
- Existing room door must be big enough to move new equipment section through and into place. No wall destruction and reconstruction has been included within this proposal.
- All work to be completed at straight time, Monday through Friday except for scheduled outages as defined in our proposal.
- Eaton has included 15 minutes of safety training for the first workday.
- 3rd party UL inspection not included. Requirements for UL listed components are the responsibility of the end user.
- No time/labor included for site specific training meetings/classes/videos. If required, additional charges will apply and will be billed separately from this proposal.
- Any significant delays due to adverse weather will result in additional charges.

- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.
- Applicable fees for outage related costs, including stand-by and re-connect services, are not included.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems 2021 Price List PL02700001E.
- Delay time: If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge for four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no additional charge will apply.

Waste Management:

- Proposal includes disposal of debris that is brought onto the construction site by Eaton and sub-contractors only. Disposal of materials removed or found onsite will be the responsibility of others.
- Excavated soils are assumed to be non-contaminated and will be left onsite and smoothed flat
- It is the responsibility of Customer to hire a local environmental engineering firm to perform any site-specific hazardous material testing

Safety Clarifications

- Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².
- To establish an electrically safe work condition, the customer is to provide an up-to-date site electrical one-line diagram(s) for lockout/tagout purposes showing all sources of power.
- For electrical outages requiring utility isolation, the customer and utility shall coordinate lockout/tagout requirements with Eaton in a written plan of execution.
- Customer shall be responsible to perform all switching. Any requirement of Eaton for perform switching will require customer signature and a minimum of two EESS personnel present. Additional charges will apply.

Testing Clarifications:

- All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified.
- All test results will be evaluated in accordance with manufacturer's published data.
- Customer to provide trip unit settings and/or relay logic configuration files for protective devices. Note: Eaton can provide an adder for the required power system studies and input/output logic.
- The isolation of cables for testing will be completed by opening the line and load devices only. No unbolting of cables for isolation has been included.

Safety Training of Eaton Field Personnel:

- All Eaton field personnel received training to comply with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) have been issued.
- The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

Safety Arc-Flash Provisional Statement:

The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².

Division of Responsibility

Eaton Responsibilities:

- Eaton will provide you with a minimum notice of 72 hours of intent to service any equipment.
- Eaton shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies and transportation as required.
- Eaton will provide and install safety locks and grounding, as required, and in accordance with the facility safety guidelines.
- Eaton will perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions
- Upon completion of work:
 - 1) Eaton will remove safety grounds installed by Eaton
 - 2) Eaton will remove safety locks installed by Eaton.

Customer Will Be Responsible for the Following:

- Providing free access to equipment within their facility.
- Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Identifying site contact for this project.
- Providing electricians to remove equipment covers and re-install the same when required.
- Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
- Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
- Providing a copy of the past maintenance records to Eaton personnel.
- Providing manufacturers maintenance manuals upon arrival of Field Engineer/s.

- Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
- Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
- Providing a place to receive and unload replacement equipment, test equipment or other supplies.
- Providing special tools supplied by equipment manufacturers.

Proprietary and Confidential Information

This submittal contains Eaton proprietary and confidential information, which may only be used by City of Sherman to evaluate and respond to this submittal. By accepting this submittal from Eaton, City of Sherman agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

Terms and Conditions

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 effective September 1, 2021. Taxes, if applicable, are not included. This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Eaton. Payments are due and payable net within thirty (30) days from the date of each invoice. Third party billing will be subject to an additional 15% fee.

General Terms and Conditions Between Eaton Corporation And City of Sherman, Texas

Terms and Conditions of Sale. The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, including the Agreement Documents as that term is defined and used in the Engineering Services and Materials Agreement of even date herewith, which are incorporated herein by reference for all purposes, constitute the full and final expression of the contract for the sale of products or services ("Product(s)" or "Services") by Eaton Corporation ("Seller") to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications, whether written or oral, between the Seller and the Buyer.

Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement. All Seller documents referenced in these Terms and Conditions of Sale are hereby incorporated by reference into the terms herein. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations. A written quotation is valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice. Verbal quotations, unless accepted, expire the same day they are made. A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

TERM, TERMINATION AND CANCELLATION

Term. This Agreement is made and entered into this _____ day of January 2022 and will remain in effect for one (1) year.

Products. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

Services. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit. Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices. All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy – Products and Services. When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products is made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

Minimum Billing. Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product discount sheets.

Taxes. The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith, if applicable to Buyer.

TERMS OF PAYMENT

Products. Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services. Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00. Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.
2. Eighty percent (80%) of order value in equal monthly payments over the Performance Period payable 30 days from date of invoice.

Delayed Payment. If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight. Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – P/S – Frt./Ppd. and Invoiced. Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. – P/S – Frt./Ppd. and Allowed. Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination – Frt./Ppd. and Allowed. At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing. Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges. When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss. Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage. Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage. When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection. Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final-inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

Held Orders. For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval. Seller will design the Products in line with good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal. When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by BidManager are excluded from this provision.

WARRANTY

Warranty for Products. Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product to Buyer, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier, to the extent such third party permits assignment of its warranty.

Extended Warranty for Products. If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price
30 months – 3% of Contract Price
36 months – 4% of Contract Price

Special Warranty (In and Out) for Products. If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty for Services. Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole, or in part from improper maintenance or operation (including failure to comply with Seller's recommendations) or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies. Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos. Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation. Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products. Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices. Buyer shall provide the users, including its employees, and in the case of permitted resale, any subsequent purchasers of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Cybersecurity. Seller is not responsible for a breach of data or electronic system security, including, but not limited to, a system intrusion or interference, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, hacking incident or any acts of data ransom, caused by any third-party equipment, modification made to a Product other than by Seller, or

failure by Buyer to comply with Eaton Assemblies Cybersecurity Hardening Guidelines at www.eaton.com/assemblies-security (the "Cybersecurity Guidelines"). Seller may revise the Cybersecurity Guidelines at any time without prior notice.

Buyer is responsible for obtaining (at Buyer's expense) assurances from third party suppliers with respect to cybersecurity for third party equipment. As a condition of use and/or resale, Buyer shall direct all users of the Products purchased to access the applicable accompanying Eaton End User License Agreement (EULA) and the Cybersecurity Guidelines, all of which are subject to change in terms and practices, at Seller's discretion, at any time.

Force Majeure. Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. Seller cannot be held liable, and Buyer shall not be entitled to

any damages and/or indemnifications, in case Seller is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 or any future pandemic or epidemic for reasons not attributable to Seller.

Liquidated Damages. Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement. Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence.

In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA. Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR LOSS OF PROFITS OR REVENUE, LOST PRODUCTION, COST OF CAPITAL, LOSS OF, DAMAGE TO, OR UNAUTHORIZED ACCESS TO DATA, BREACH OF SYSTEM SECURITY, FAILURE TO TRANSMIT OR RECEIVE DATA,, BUSINESS INTERRUPTION, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF \$750,000.

Distributors and Third-Party Agents. In order to ensure that distributors and third party agents acting on behalf of Seller share Seller's commitment to doing business right, all distributors and agents shall abide by Seller's [Anticorruption Policy](#).

AGREED TO AND ACCEPTED BY:

EATON CORPORATION

CITY OF SHERMAN

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE



Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

H. 2.

Meeting Date: 01/18/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from President Kent Sharp

Background:

The brief presentation by the SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the period of October 2021 to the end of December 2021. SEDCO's last update was presented at the Called Joint Meeting of the Sherman City Council and the Sherman Economic Development Corporation Board of Directors on September 14, 2021.

Origination:

City Council

Financial Consideration:

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

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments

SEDCO Quarterly Progress Report

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chair: Janie Bates

Name of Vice-Chair: Gail Utter

Date of Report to City Council: January 18, 2022

- 1. In simple terms and as briefly as possible, please describe the mission of your board.**
 - *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.*
- 2. Please list the top accomplishments of your board within the past quarter. (Please limit the list to five or fewer items).**
 - *Texas Instruments announced Sherman was selected as the home for their new 300-mm semiconductor wafer fabrication project. Total investment potential to reach approximately \$30 Billion and roughly 3,200 jobs. Construction is scheduled to begin in Q1 2022 on the first and second FABs.*
 - *Resolution No. SEDCO-2021.16 was approved, authorizing a 5% capital investment incentive to Panda Sherman Power for the construction of an approx. 9,600 sq. ft. spare parts/materials warehouse. Panda's investment equals \$398,000, and SEDCO's incentive totals \$19,900. Current job count is 27 employees.*
 - *Resolution No. SEDCO-2021.17 was approved, authorizing a 5% capital investment incentive to Trinity Tape & Marking. This company is moving their operations, including 5 jobs, from Howe to an existing building on Marshall Street in Sherman. Trinity's proposed CAPEX is \$4,680,000, and SEDCO's incentive totals \$234,000. The company plans to add an additional 18 jobs over the next three years.*
 - *Closed on the 71 acres south of Progress Park VII and the 49 acres south of Progress Park VI.*
 - *The SEDCO Board voted for the FY 20-21 Officers to remain in their positions for FY 21-22 – Janie Bates (Chair), Gail Utter (Vice Chair), and Scott Bandemir (Secretary).*
- 3. What are your plans for this board in the next quarter?**
 - *Compete aggressively for the attraction of new jobs and investments to the city from existing Sherman employers and new companies, both nationally and internationally.*
 - *Work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the Performance Agreements.*
 - *Kent will continue business retention and expansion visits to the Sherman industries and attend meetings for the Texas Economic Development Council (TEDC), Center for Workplace Learning (CWL), Advanced Manufacturing Program (AMP), North Texas Regional Airport (NTRA), United Way of Grayson County, Grayson Leadership Roundtable, Housing Authority Board, and the Sherman Education Foundation.*
 - *Schedule Q1 meetings with the Plant Managers and Safety Leaders.*
 - *Host a Leadership Breakfast in February.*

- *To recognize our existing industries for their hard work and to show appreciation to their employees for choosing to live and work in the Sherman, SEDCO will sponsor a lunch for the employees at Mueller Construction Company in January and PQD in March.*
- *Launch the new sedco.org website.*
- *Contact each company with a job listing on shermantxjobs.com for updates. New listings will be boosted on social media.*
- *Kick-off the 2022 Raising Innovative Sherman Entrepreneurs (RISE) Challenge.*
- *Start creating masterclasses on popular business topics to be uploaded to the webpage dedicated to WOMO: Supporting Sherman Women & Minority-Owned Businesses.*
- *Continue to add contacts to the Sherman WOMO business directory.*
- *Attend the Texas Economic Development Council's (TEDC) Winter Conference in Sugar Land.*
- *Shannon will attend the TEDC Basic Economic Development Course in Round Rock.*
- *Sponsor the Sherman Chamber Annual Awards Luncheon.*

4. How often did this board meet in the last quarter?

- *The SEDCO Board meets on the second Tuesday of each month and holds special called meetings when needed. Since our last report, the SEDCO Board held three regularly scheduled meetings (October 12th, November 9th, December 14th).*

5. In what percentage of those meetings was a quorum of board members present?

- *100%*

6. Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.

- *No*

7. What other information would your board like to communicate to the City Council? (please be concise in your response).

- *SEDCO is presently working 14 active projects with an estimated \$17.2 Billion CAPEX, approximately 12,163 new jobs, and 120 retained jobs.*
- *Completed three site visits and two prospect calls with companies interested in expanding their operations to Sherman.*
- *Completed business retention and expansion visits with II-VI and Modular Power Solutions.*
- *The SEDCO Board approved Resolution No. SEDCO-2021.12: Authorizing an extension of the assistance awarded to Eternity Technologies in a performance agreement dated August 13, 2019, and previously known as "Project Pyrex," through December 31, 2022.*
- *An Exclusivity Agreement on Progress Parks I, II, IV, VI, VII, the 71-acre site south of Park VII, and the 49-acre site south of Park VI for Project Charge was approved through March 31, 2022, with the option to renew for like term. Note: This has not been executed.*
- *Worked with Via Rail on multiple projects with companies seeking rail served sites in Progress Park.*
- *Met with the program partners – Austin College and the Grayson SBDC – to discuss marketing, website updates, and other essential resources for the 2022 Raising Innovative Sherman Entrepreneurs (RISE) Challenge.*
- *Hosted a luncheon for the Sherman bankers to share information about the RISE Challenge and how it could assist their business clients seeking additional capital to grow or expand their operations.*

- *Started promoting the RISE Challenge through press releases and ads on social media and local TV.*
- *Hosted two RISE Public Interest Meetings to educate the public about SEDCO, increase awareness about the RISE Challenge guidelines, and help answer any questions of those interested in the applying.*
- *Co-sponsored the Advanced Manufacturing Program (AMP) Kick-Off for parents, students, and teachers, as well as an AMP Counselor Luncheon to discuss the program's requirements and benefits.*
- *Co-sponsored the Red, White, and You Job Fair with radio and social media ads. The event drew 58 employers and 109 job seekers.*
- *Continued the partnership with Grayson College CWL to offer no-cost training to full-time employees of Sherman-based, Type A businesses.*
- *Continued to work with Golden Shovel on the production of the new sedco.org which is on schedule to launch in Q1 2022.*
- *Released the 25th Anniversary Mini-Documentary.*
- *Held orientations for new council members Juston Dobbs and Henry Marroquin and new SEDCO Board Member Dr. Al Hambrick.*
- *Hosted the Fall Leadership Breakfast with 16 industry, education, and community leaders in attendance.*
- *Sponsored an industry appreciation lunch for the employees at Eternity Technologies.*
- *Kent provided an economic development update to the Sherman Chamber Board of Directors and served on the panels for THRMA's State of the Community Forum and Austin College's Public Administration Symposium.*
- *Hosted the second Sherman WOMO meeting to discuss branding, provide an update on the database, and brainstorm ideas for workshops/masterclasses moving forward.*
- *Sponsored a total of 13 ads on social media highlighting ShermanTXJobs.com, RISE, the Sherman WOMO directory sign-up, a Mueller Construction job opportunity, the Red, White & You Job Fair, and the 25th Anniversary Mini-Documentary:*
 - *Total Reach: 146,611*
 - *Total Link Clicks: 5,600*
 - *Total Post Engagement: 80,269*
 - *Total Event Responses: 62*
- *Shannon participated in four webinars through TEDC and the Governor's Office or Economic Development and Tourism.*
- *Ashton served on the hiring committee for the Contract Training Coordinator position at the Center for Workplace Learning.*
- *Met with the Antero Group, a civil engineering, urban planning, and strategic consulting firm to learn more about their services.*
- *Toured Trinity One Records, a Sherman-based record label offering audio and music productions for artists and businesses.*
- *In partnership with the Sherman Chamber, the staff participated in a toy drive supporting the Grayson County Children's Advocacy Center and a toiletry drive supporting Masterkey Ministries.*
- *Sponsored the Sherman Chamber's Virtual Texas Legislative Forum.*
- *The staff participated in the following meetings and events: TEDC's 2021 Annual Conference, Tax Reinvestment Committee Meeting for Project Edge, TEDC Executive Committee Meeting, AMP Mentor Orientation, United Way of Grayson County Board and Revenue Meetings, Sherman Education Foundation Board Meeting, City Council*

Meetings, Housing Authority Board Meeting, Plug-In Texoma; Red, White, and You Job Fair Planning Meeting, Rotary, the groundbreaking for the new City of Sherman Police Department, the new mural dedication, and Emerson's 45th Anniversary Celebration.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

H. 3.

Meeting Date: 01/18/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Quarter Ended December 31, 2021

Issue:

To approve the Investment Report for the quarterly period ended December 31, 2021

Background:

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. A separate report is included for the debt proceeds as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

As of December 31, 2021, the portfolios were in compliance with applicable state laws and the Investment Policy. The operating investment portfolio had a book value of about \$20.2 million, a decrease of about \$0.6 million from prior quarter of \$20.8 million, due to purchases of \$1 million in U.S. Agencies, \$0.2 million in Texas political subdivision securities and withdrawals of \$1.8 million from Local Government Investment Pools. The underlying investments were adequately diversified among six different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 400 days, an increase from 375 days at the end of last quarter. The portfolio yield of 0.39% is the same as the benchmark yield. Market value approximates book value.

The debt proceeds portfolio balance of \$38 million was invested in Local Government Investment Pools, an FDIC insured investment account and U.S. Agency securities. Transactions in this portfolio consist of payments for capital projects and the receipt of interest income. The yield of 0.09% was above the benchmark yield of 0.06%. Market value approximates book value.

Origination:

Finance Department

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the Investment Report as presented.

Alternatives:

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

2021-12-31 Investment Reports w_Memo



memorandum

DATE: Tuesday, January 11, 2022

TO: The City of Sherman Investment Committee
Councilman Juston Dobbs
Councilwoman Pam Howeth
Robby Hefton, City Manager

FROM: Mary Lawrence, Director of Finance *ml*

SUBJECT: Investment Reports for the Quarter Ended December 31, 2022

Enclosed is a copy of the quarterly investment reports for December 31, 2021. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio market value of about \$20.2 million decreased by about \$0.6 million from the previous quarter due to purchases of \$1.0 million in U.S. Agency Securities, \$0.2 million in State of Texas Political Subdivision Obligations and withdrawals of \$1.8 million from Local Government Investment Pools. The underlying investments were adequately diversified among six different types of securities. The portfolio's weighted-average maturity of 400 days increased from 375 days last quarter. The portfolio yield of .39% was the same as our benchmark 1-year Constant Maturity Treasury Index. Book value approximated market value.

The debt proceeds portfolio balance of \$38 million had decreased by about \$0.8 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool, an FDIC insured investment account and U.S. Agencies. The portfolio's weighted-average maturity of 54 days decreased from 58 days last quarter. The portfolio yield of 0.09% was 3 basis points above the benchmark yield for this portfolio, the 4-week Constant Maturity Index, of 0.6%. Book value approximated market value.

The investment reports will be on the January 18, 2022 City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)

CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending December 31, 2021

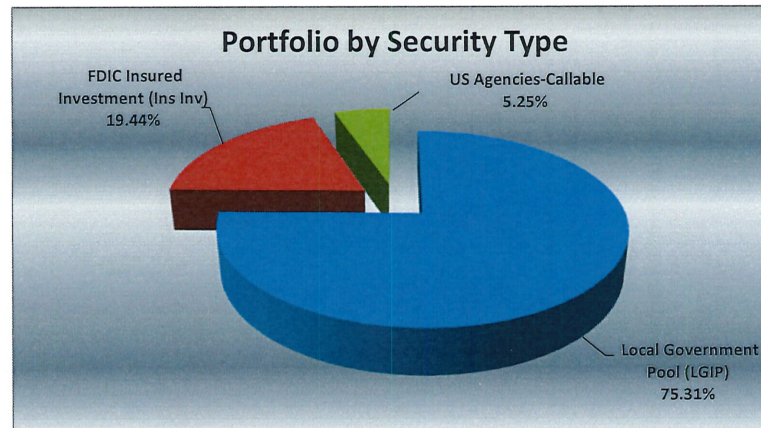
Total Portfolio Summary			
	Current Quarter 12/31/2021	Prior Quarter 9/30/2021	Change From Prior Quarter
Book Value	\$ 38,097,214	\$ 38,871,799	\$ (774,585)
Market Value	\$ 38,068,217	\$ 38,868,255	\$ (800,038)
Weighted Average Maturity - Days	54	58	(4)
Weighted Average Yield	0.09%	0.08%	0.01%
Earned Income	\$ 8,612	\$ 7,836	\$ 776
Earned Income - Year-to-Date	\$ 8,612	\$ 20,545	\$ (11,933)

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of December 31, 2021, the City of Sherman's debt proceeds portfolio had a book value of about \$38 million, which approximates the market value. Of this amount, \$28.6 million was held in Local Government Investment Pools (LGIP), \$7.4 million was held in FDIC Insured Investment Accounts (Ins Inv), and \$2.0 million was held in U.S. Agency Securities.

The portfolio value decreased by \$0.8 million from the previous quarter due to draws for project payments.

The weighted average yield on the portfolio was 0.09%, 3 basis points above the 4-week Constant Maturity Treasury Index of 0.06%, and 1 basis point above the previous quarter.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer



Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2017A Stormwater Certificates of Obligation		LGIP	TexPool	1/1/2022	\$ 1,671,208	100.00	\$ 1,671,208	\$ 1,671,208	100.00	\$ 1,671,208	1	0.04%
TexPool	2019 Certificates of Obligation		LGIP	TexPool	1/1/2022	4,015,050	100.00	4,015,050	4,015,050	100.00	4,015,050	1	0.04%
TexPool	2021 Certificates of Obligation		LGIP	TexPool	1/1/2022	23,003,936	100.00	23,003,936	23,003,936	100.00	23,003,936	1	0.04%
Landing Rock	2017 Certificates of Obligation		Ins Inv	Landing Rock	1/1/2022	2,403,341	100.00	2,403,341	2,403,341	100.00	2,403,341	1	0.25%
Landing Rock	2021 Certificates of Obligation		Ins Inv	Landing Rock	1/1/2022	5,003,679	100.00	5,003,679	5,003,679	100.00	5,003,679	1	0.15%
31300AMZQ8	2021 Certificates of Obligation	06/30/21	US Agency-Callable	FHLB	8/30/2024	1,000,000	100.00	1,000,000	1,000,000	98.54	985,380	973	0.51%
3130AMHGO	2021 Certificates of Obligation	05/27/21	US Agency-Callable	FHLB	11/26/2024	1,000,000	100.00	1,000,000	1,000,000	98.56	985,623	1,061	0.48%
Total						\$ 38,097,214		\$38,097,214	\$ 38,097,214		\$ 38,068,217		



CITY OF SHERMAN, TX
Market Value Summary
AS of 12/31/2021

CUSIP	Security Type / Description	Maturity Date	Market Value 9/30/2021	Change in Market Value	Market Value 12/31/2021
TexPool 2017A Stormwater CO	LGIP		\$ 1,671,052	\$ 156	\$ 1,671,208
TexPool 2019 CO	LGIP		4,795,340	(780,290)	4,015,050
TexPool 2021 CO	LGIP		23,001,792	2,144	23,003,936
Landing Rock 2017 CO	Ins Inv		2,401,827	1,514	2,403,341
Landing Rock 2021 CO	Ins Inv		5,001,788	1,891	5,003,679
31300AMZQ8-FHLB 2021 CO	US Agency-Callable	8/30/2024	999,091	(13,711)	985,380
3130AMHGO-FHLB 2021 CO	US Agency-Callable	11/26/2024	997,365	(11,742)	985,623
Total			\$ 38,868,255	\$ (800,038)	\$ 38,068,217

Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Project Payments/Draws</u>										
12/27/2021	TexPool 2019 CO	LGIP			\$ 780,735		\$ 780,735		\$ 780,735	
<u>Deposits/Purchases</u>										
<u>Income Payments</u>										
10/31/2021	Landing Rock 2017 CO	Ins Inv	0.25%					\$ 510	510	0.25%
10/31/2021	Landing Rock 2021 CO	Ins Inv	0.15%					637	637	0.15%
10/31/2021	TexPool 2017A Stormwater CO	LGIP	0.04%					50	50	0.04%
10/31/2021	TexPool 2019 CO	LGIP	0.04%					144	144	0.04%
10/31/2021	TexPool 2021 CO	LGIP	0.04%					691	691	0.04%
11/30/2021	Landing Rock 2017 CO	Ins Inv	0.25%					494	494	0.25%
11/30/2021	Landing Rock 2021 CO	Ins Inv	0.15%					617	617	0.15%
11/30/2021	TexPool 2017A Stormwater CO	LGIP	0.04%					52	52	0.04%
11/30/2021	TexPool 2019 CO	LGIP	0.04%					150	150	0.04%
11/30/2021	TexPool 2021 CO	LGIP	0.04%					719	719	0.04%
12/31/2021	Landing Rock 2017 CO	Ins Inv	0.25%					510	510	0.25%
12/31/2021	Landing Rock 2021 CO	Ins Inv	0.15%					637	637	0.15%
12/31/2021	TexPool 2017A Stormwater CO	LGIP	0.04%					53	53	0.04%
12/31/2021	TexPool 2019 CO	LGIP	0.04%					151	151	0.04%
12/31/2021	TexPool 2021 CO	LGIP	0.04%					734	734	0.04%
11/26/2021	3130AMGO	FHLB	0.48%					2,375	2,375	0.48%
12/31/2021	31300AMZQ8	FHLB	0.51%					2,550	2,550	0.51%
Total							\$	11,074		



CITY OF SHERMAN, TX
Comparison by Type
AS of 12/31/2021

Cash / Investment Type	Balance 3/31/2021	Balance 6/30/2021	Balance 9/30/2021	Balance 12/31/2021	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$10,215,407	\$35,640,917	\$29,468,184	\$ 28,690,194	75.31%	100.00%
FDIC Insured Investment (Ins Inv)	2,659,757	2,659,757	7,403,615	7,407,020	19.44%	100.00%
US Agency-Callable	-	2,000,000	2,000,000	2,000,000	5.25%	100.00%
Total	\$ 12,875,164	\$ 40,300,674	\$ 38,871,799	\$ 38,097,214	100.00%	



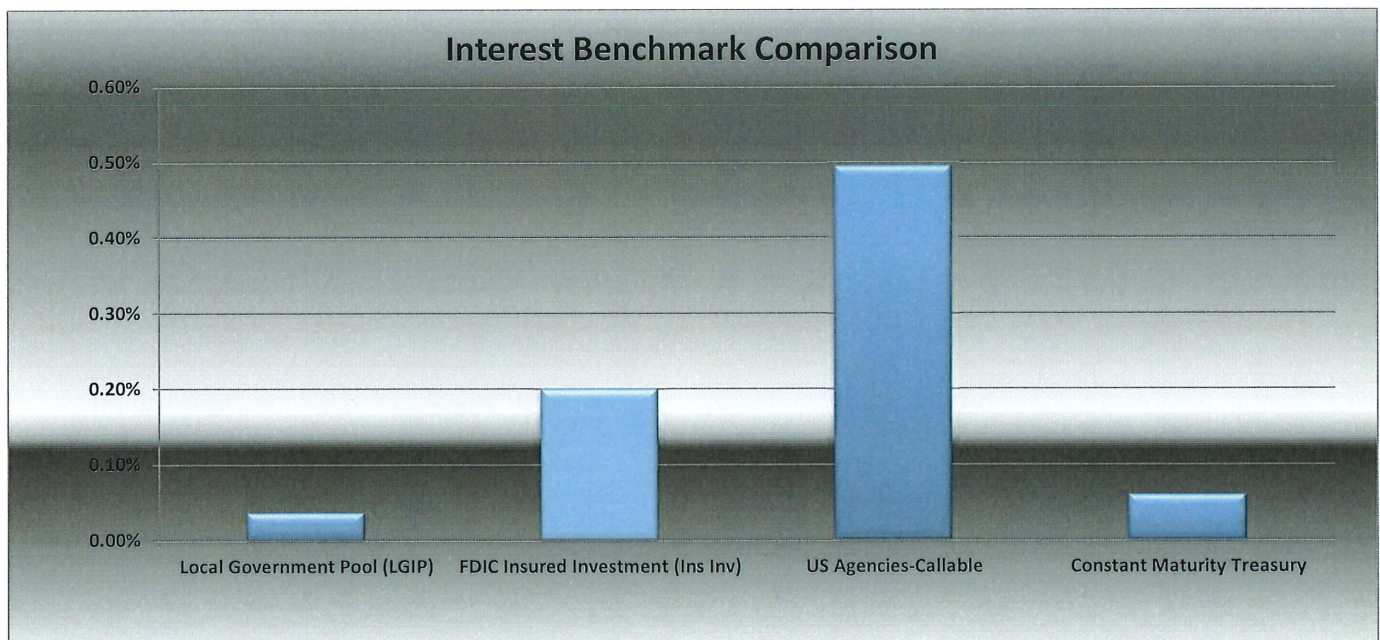
CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 12/31/2021

Maturity Time Frame	Balance 3/31/2021		Balance 6/30/2021		Balance 9/30/2021		Balance 12/31/2021		Percent of Portfolio	Maximum Allowable
Within 1 month	\$	12,875,164	\$	38,300,674	\$	36,871,799	\$	36,097,214	94.8%	100.00%
2 years - 3 years		-		1,000,000		1,000,000		2,000,000	5.2%	
3 years - 4 years		-		1,000,000		1,000,000		-	0.0%	
	\$	12,875,164	\$	40,300,674	\$	38,871,799	\$	38,097,214		

Liquidity Indicator

Weighted Average Maturity	1.00	60.55	58.01	54.34
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Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
10/31/2021	Landing Rock 2017 CO	Insured Investment		0.25%	\$ 510	\$ -	\$ 510
10/31/2021	Landing Rock 2021 CO	Insured Investment		0.15%	637	-	637
10/31/2021	TexPool 2017A Stormwater CO	LGIP		0.04%	50	-	50
10/31/2021	TexPool 2019 CO	LGIP		0.04%	144	-	144
10/31/2021	TexPool 2021 CO	LGIP		0.04%	691	-	691
11/30/2021	Landing Rock 2017 CO	Insured Investment		0.25%	494	-	494
11/30/2021	Landing Rock 2021 CO	Insured Investment		0.15%	617	-	617
11/30/2021	TexPool 2017A Stormwater CO	LGIP		0.04%	52	-	52
11/30/2021	TexPool 2019 CO	LGIP		0.04%	150	-	150
11/30/2021	TexPool 2021 CO	LGIP		0.04%	719	-	719
12/31/2021	Landing Rock 2017 CO	Insured Investment		0.25%	510	-	510
12/31/2021	Landing Rock 2021 CO	Insured Investment		0.15%	637	-	637
12/31/2021	TexPool 2017A Stormwater CO	LGIP		0.04%	53	-	53
12/31/2021	TexPool 2019 CO	LGIP		0.04%	151	-	151
12/31/2021	TexPool 2021 CO	LGIP		0.04%	734	-	734
12/31/2021	31300AMZQ8-FHLB 2021 CO	US Agency-Callable		0.51%	2,550	(1,275)	1,275
11/26/2021	3130AMHGO-FHLB 2021 CO	US Agency-Callable		0.48%	2,375	(1,187)	1,188
					\$ 11,074	\$ (2,462)	\$ 8,612



CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending December 31, 2021

Total Portfolio Summary			
	Current Quarter 12/31/2021	Prior Quarter 9/30/2021	Change From Prior Quarter
Book Value	\$ 20,222,199	\$ 20,768,780	\$ (546,581)
Market Value	\$ 20,178,541	\$ 20,778,431	\$ (599,890)
Weighted Average Maturity - Days	400	375	25
Weighted Average Yield	0.39%	0.34%	0.05%
Earned Income	\$ 18,750	\$ 20,658	\$ (1,908)
Earned Income - Year-to-Date	\$ 18,750	\$ 99,324	\$ (80,574)

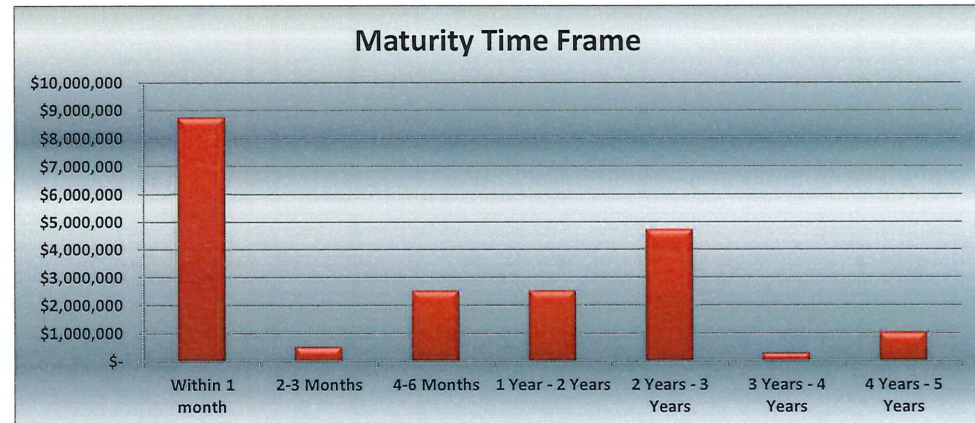
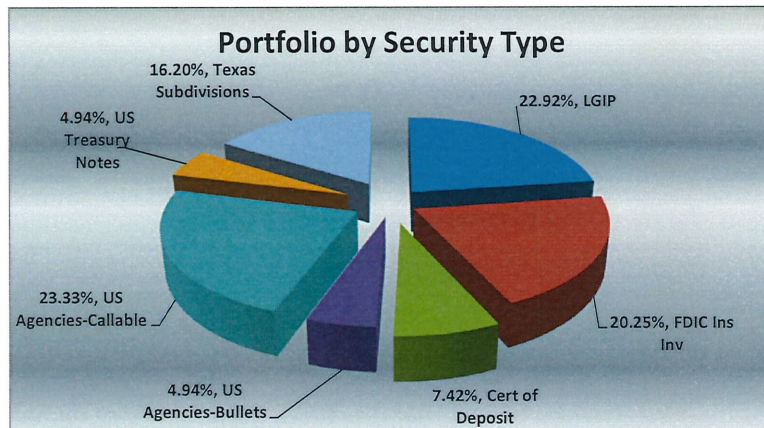
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of December 31, 2021, the City's portfolio had a book value of \$20.2 million, which approximates market value. Of this amount, approximately \$4.6 million was held in Local Government Investment Pools (LGIP), \$4.1 million was held in an FDIC Insured Investment Account, \$1.5 million was held in Certificates of Deposit (CD), \$5.7 million was held in U.S. Agency Securities, \$1.0 million was held in U.S. Treasury Notes and \$3.3 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by \$0.6 million from the previous quarter due to withdrawals of \$1.8 million from Local Government Investment Pools, and purchases of \$1.0 million in US Agency Securities and \$0.2 million in State of Texas political subdivision obligations.

The weighted average yield of the portfolio was .39%, which equals the 1-year Constant Maturity Treasury Index, and was 5 basis points above the previous quarter.

The weighted average maturity of the portfolio decreased from 375 days at September 30, 2021, to 400 days at December 31, 2021.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

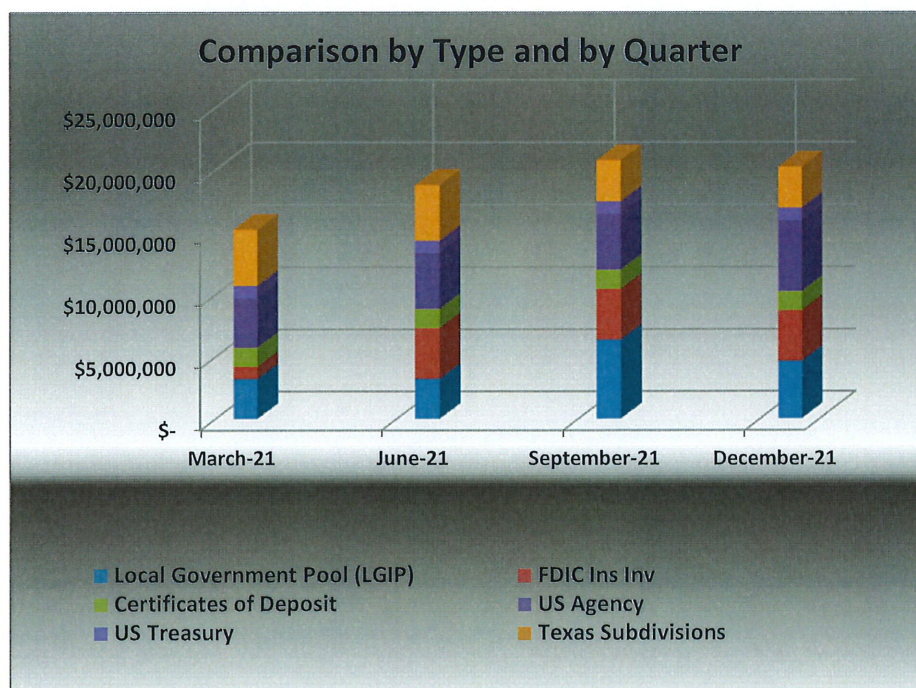
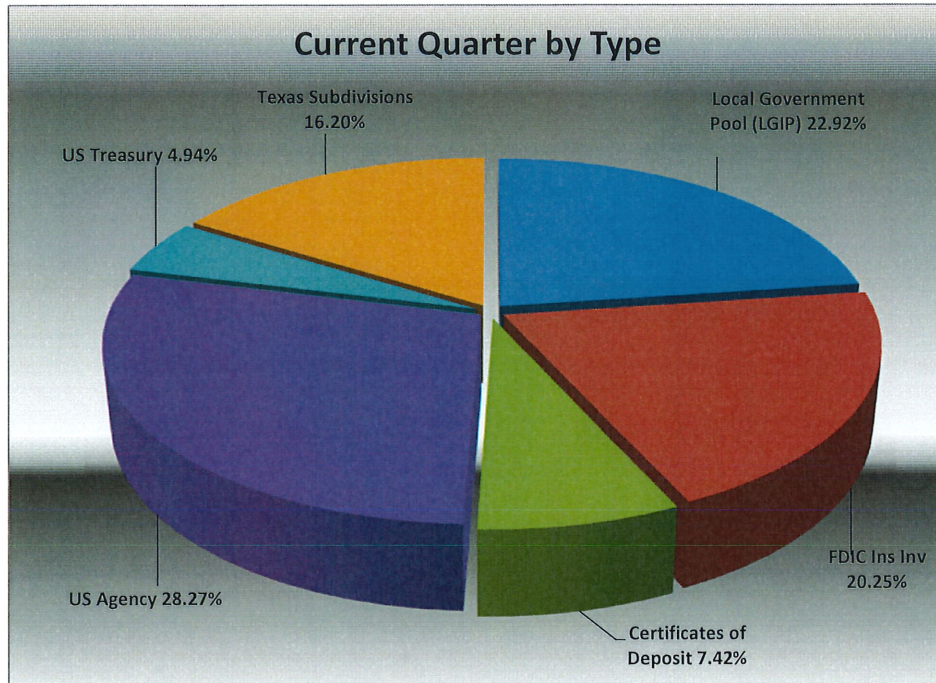
Tammy Davis, Controller and City of Sherman Investment Officer

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool		LGIP	TexPool		1/1/2022	AAAm	\$ 305,124	100.00	\$ 305,124	\$ 305,124	100.00	\$ 305,124	1	0.04%
TexStar		LGIP	TexSTAR		1/1/2022	AAAm	111,197	100.00	111,197	111,197	100.00	111,197	1	0.01%
TexPool ARPA		LGIP	TexPool ARPA		1/1/2022	AAAm	4,219,208	100.00	4,219,208	4,219,208	100.00	4,219,208	1	0.02%
Landing Rock		FDIC Ins Inv	Landing Rock		1/1/2022	AAAm	4,094,813	100.00	4,094,813	4,094,813	100.00	4,094,813	1	0.20%
CD 197781065	06/01/21	CD	Simmons Bank	0.12%	6/1/2022		1,500,000	100.00	1,500,000	1,500,903	100.00	1,500,903	152	0.12%
549188UJ7	06/25/19	Texas Subdivision	City of Lubbock TX TxbI-Ref	2.32%	2/15/2022	AA+	500,000	101.00	504,985	500,236	100.25	501,263	46	1.93%
3134GBRT1	06/29/17	Agency Bullet	FHLMC	2.00%	6/29/2022	AAA	1,000,000	100.00	1,000,000	1,000,000	100.87	1,008,696	180	2.00%
977810JU5	01/05/21	Texas Subdivision	City of Wolfforth TX GO	4.00%	2/15/2023	AA	250,000	107.58	268,955	260,101	104.10	260,257	411	0.39%
498730AX8	03/09/21	Texas Subdivision	Klondike TX ISD GO	1.00%	2/15/2023	AA+	360,000	101.74	366,253	363,639	100.90	363,254	411	0.10%
448474TM8	12/17/20	Texas Subdivision	City of Hutto, TX Ref Series B	2.00%	8/1/2023	AA+	400,000	104.17	416,676	410,069	101.82	407,271	578	0.40%
340405MW6	12/22/20	Texas Subdivision	City of Floresville TX Elec Light Ref	4.00%	8/15/2023	AA+	525,000	109.30	573,841	554,981	105.79	555,389	592	0.46%
413946PC2	06/25/20	Texas Subdivision	Harris Cnty TX MUD #278 Ref	4.00%	9/1/2023	AA+	420,000	108.17	457,439	439,667	105.77	444,220	609	1.14%
02301EED9	06/16/21	Texas Subdivision	Amarillo Potter TX	4.00%	11/15/2023	AA	445,000	108.73	483,826	475,158	106.60	474,382	684	0.37%
9128CBM2	02/22/21	US Treasury Note	US Treasury Note B Class	0.13%	2/15/2024	AA	1,000,000	99.76	997,578	998,291	98.71	987,109	776	0.21%
3133EMVD1	04/05/21	Agency Callable	FFCB	0.33%	4/5/2024	AA	1,000,000	100.00	1,000,000	1,000,000	98.81	988,095	826	0.33%
3130AMLM2	06/07/21	Agency Callable	FHLB	0.38%	6/7/2024	AA	500,000	100.00	500,000	500,000	99.01	495,065	889	0.38%
811275HB5	11/23/21	Texas Subdivision	Scurry Rosser TX ISD	3.00%	8/15/2024	AA	205,000	106.91	219,155	218,622	106.60	218,530	958	0.45%
3136G43H4	03/29/21	Agency Callable	FHLB	0.40%	9/16/2024	AA+	1,000,000	100.000	998,500	998,826	98.77	987,738	990	0.44%
3130APNE1	11/18/21	Agency Callable	FHLB	0.90%	11/18/2024	AA	1,000,000	100.000	1,000,000	1,000,000	99.85	998,456	1,053	0.90%
983064YX8	03/11/21	Texas Subdivision	City of Wylie, TX GO	3.00%	2/15/2025	AA+	250,000	110.740	276,852	271,364	107.64	269,104	1,142	0.25%
3130AMMJ8	06/06/21	Agency Callable	FHLB	0.40%	6/9/2026	AA	1,000,000	100.000	1,000,000	1,000,000	98.85	988,467	1,621	0.40%
Total							\$ 20,085,342	\$ 20,294,402	\$ 20,222,199			\$ 20,178,541		

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 9/30/2021	Change in Market Value	Market Value 12/31/2021
TexPool		TexPool		\$ 1,055,051	\$ (749,927)	\$ 305,124
TexStar		TexStar		1,111,176	(999,979)	111,197
Landing Rock		Landing Rock		4,092,750	2,063	4,094,813
TexPool ARPA		TexPool ARPA		4,218,950	258	4,219,208
CD 197781065	6/1/2021	Simmons Bank	6/1/2022	1,500,454	449	1,500,903
549188UJ7	6/25/2019	City of Lubbock TX Txbi-Ref	2/15/2022	503,984	(2,721)	501,263
3134GBRT1	6/29/2017	FHLMC	6/29/2022	1,014,346	(5,650)	1,008,696
977810JU5	1/5/2021	City of Wolfforth, TX GO	2/15/2023	262,598	(2,341)	260,257
498730AX8	3/9/2021	Klondike, TX ISD GO	2/15/2023	364,046	(792)	363,254
448474TM8	12/17/2020	City of Hutto, TX GO	8/1/2023	410,999	(3,728)	407,271
340405MW6	12/22/2020	City of Floresville, TX Electr	8/15/2023	560,593	(5,204)	555,389
413946PC2	6/25/2020	Harris Cnty, TX MUD #278 GO	9/1/2023	448,303	(4,083)	444,220
02301EED9	6/25/2020	Amarillo Potter TX	11/15/2023	478,939	(4,557)	474,382
9128CBM2	2/22/2021	US Treasury Note B Class	2/15/2024	994,219	(7,110)	987,109
3133EMVD1	4/5/2021	FHLB	4/5/2024	998,295	(10,200)	988,095
3130AMLM2	6/7/2021	FHLB	6/7/2024	498,851	(3,786)	495,065
811275HBK	11/23/2021	Scurry Rosser TX ISD	8/15/2024	-	218,530	218,530
3136G43H4	3/29/2021	FHLB	9/16/2024	997,365	(9,627)	987,738
3130APNE1	11/18/2021	FHLB	11/18/2024	-	998,456	998,456
983064YX8	3/11/2021	City of Wylie, TX GO	2/15/2025	271,198	(2,094)	269,104
3130AMMJ8	6/6/2021	FHLB	6/9/2026	996,314	(7,847)	988,467
Total				\$ 20,778,431	\$ (599,890)	\$ 20,178,541

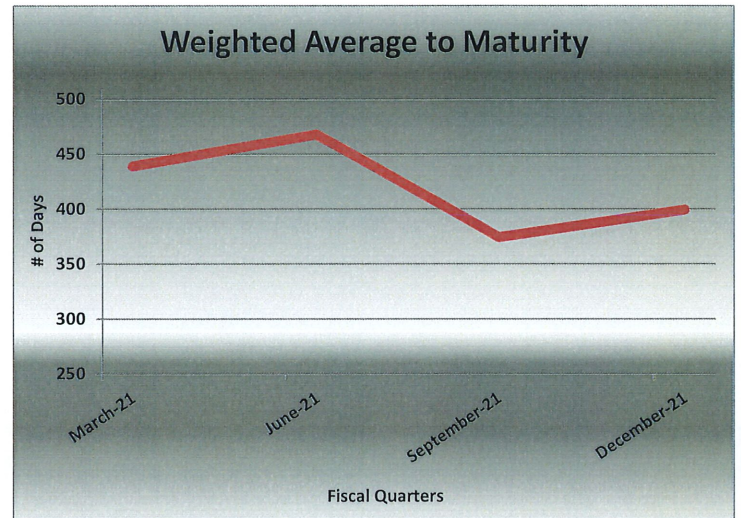
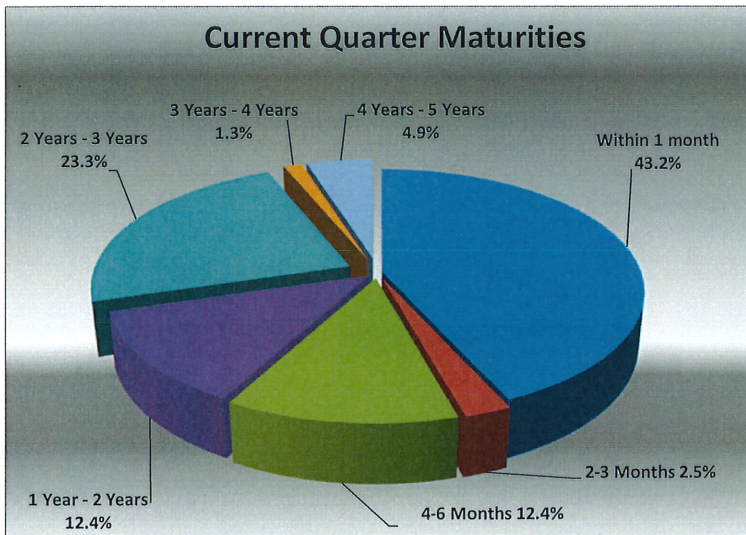
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities, Calls and Withdrawals</u>											
	12/3/2021	Texstar	LGIP	0.01%			\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000	0.01%
	11/29/2021	TexPool	LGIP	0.04%			750,000	750,000	-	750,000	0.04%
<u>Purchases</u>											
	11/18/2021	3130APNE1	FHLB	0.90%			1,000,000	1,000,000	-	1,000,000	0.90%
	11/23/2021	8177275HB5	Scurry Rosser TX ISD	3.00%			205,000	205,000	-	205,000	0.45%
<u>Income Payments</u>											
	12/31/2021	TexPool	LGIP	0.04%					\$ 73	73	0.04%
	12/31/2021	TexStar	LGIP	0.01%					20	20	0.01%
	12/31/2021	Landing Rock	FDIC Ins Inv	0.20%					2,064	2,064	0.20%
	12/31/2021	TexPool-ARPA	LGIP	0.04%					393	393	0.04%
	12/1/2021	CD 197781065	Simmons Bank CD	0.12%	6/1/2022				449	449	0.12%
	10/5/2021	3133EMVD1	FFCB	0.33%	4/5/2024				1,650	1,650	0.33%
	11/15/2021	02301EED9	Amarillo Potter TX	4.00%	11/15/2023				7,417	7,417	0.37%
	12/7/2021	3130AML2	FHLB	0.38%	6/7/2024				938	938	0.38%
	12/9/2021	3130AMMJ8	FHLB	0.40%	6/9/2023				2,000	2,000	0.40%
	12/29/2021	31346BRT1	FREDDIC MAC	2.00%	6/29/2022				10,000	10,000	2.00%
Total									\$ 25,003		

Cash/Investment Type	Balance 3/31/2021	Balance 6/30/2021	Balance 9/30/2021	Balance 12/31/2021	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 3,221,033	\$3,221,123	\$6,385,177	\$ 4,635,529	22.92%	50.00%
FDIC Ins Inv	1,000,011	4,114,273	4,092,750	4,094,813	20.25%	50.00%
Certificates of Deposit	1,507,925	1,500,000	1,500,454	1,500,903	7.42%	50.00%
US Agency	3,998,501	4,498,609	4,498,718	5,717,448	28.27%	50.00%
US Treasury	997,660	997,863	998,068	998,291	4.94%	50.00%
Texas Subdivisions	4,497,730	4,463,439	3,293,613	3,275,215	16.20%	50.00%
Total	\$ 15,222,860	\$ 18,795,307	\$ 20,768,780	\$ 20,222,199	100.00%	

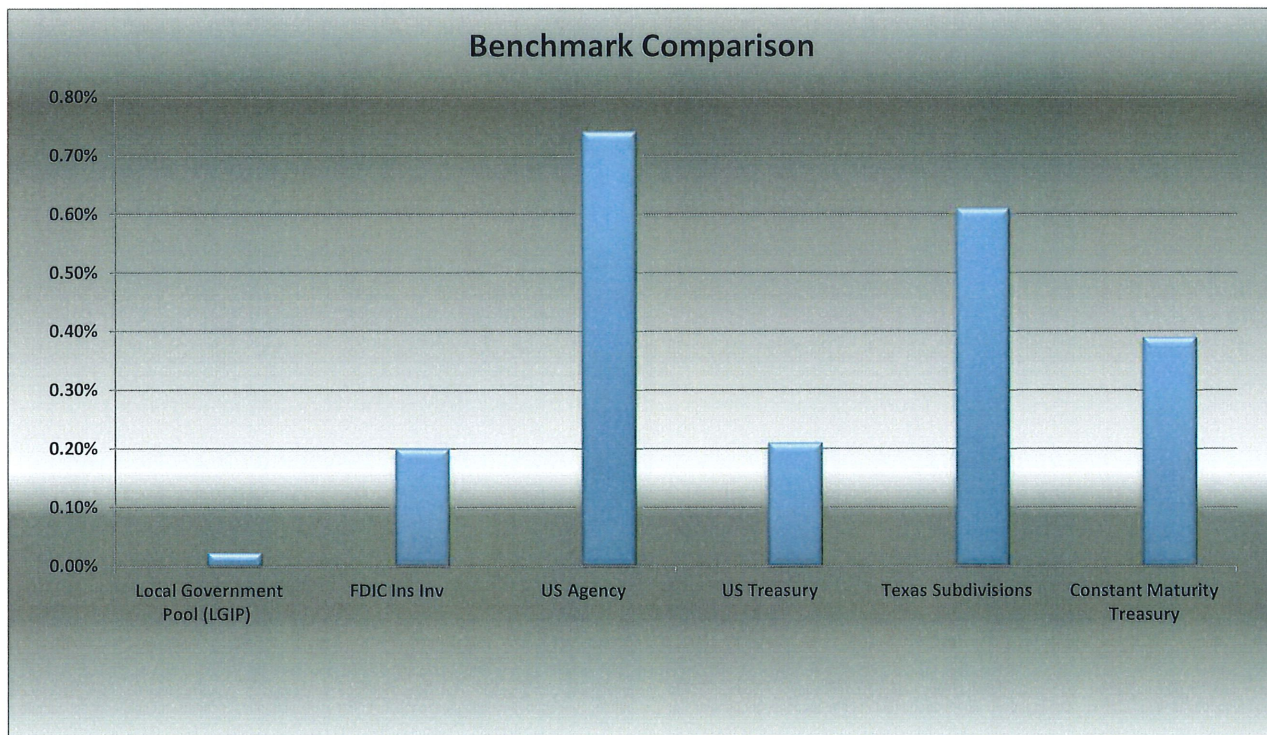


Maturity Time Frame	Balance 3/31/2020	Balance 6/30/2021	Balance 9/30/2021	Balance 12/31/2021	Percent of Portfolio
Within 1 month	\$ 4,721,044	\$ 7,335,396	\$ 10,477,927	\$ 8,730,342	43.2%
2-3 Months	1,507,925	1,151,426	-	500,236	2.5%
4-6 Months	1,154,542	-	500,708	2,500,903	12.4%
7 Months - 1 Year	501,653	3,001,181	2,500,454	-	0.0%
1 Year - 2 Years	2,632,899	629,846	2,040,652	2,503,615	12.4%
2 Years - 3 Years	3,429,804	4,404,066	3,975,966	4,715,739	23.3%
3 Years - 4 Years	1,274,993	1,273,392	273,073	271,364	1.3%
4 Years - 5 Years	-	1,000,000	1,000,000	1,000,000	4.9%
	\$ 15,222,860	\$ 18,795,307	\$ 20,768,780	\$ 20,222,199	100.00%

Liquidity Indicator	Maximum Allowable				
Weighted Average Maturity	439.28	468.21	374.56	399.66	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
12/31/2021	TexPool	TexPool			\$ 73	\$ -	\$ 73
12/31/2021	TexStar	TexStar			20	-	20
12/31/2021	Landing Rock	Landing Rock			2,064	-	2,064
12/31/2021	TexPool-ARPA	TexPool			393	-	393
12/1/2021	CD 197781065	Simmons Bank	0.12%	0.12%	449	5	454
10/5/2021	3133EMVD1	FFCB	0.33%	0.33%	1,650	(825)	825
11/15/2021	02301EED9	Amarillo Potter TX	4.00%	0.37%	7,417	(6,988)	429
12/7/2021	3130AMLM2	FHLB	0.38%	0.38%	938	(470)	468
12/9/2021	3130AMMJ8	FHLB	0.40%	0.40%	2,000	(1,000)	1,000
12/29/2021	31346BRT1	Freddie Mac	2.00%	2.00%	10,000	(5,000)	5,000
12/31/2021	448474TM8	City of Hutto, TX GO	2.00%	0.40%	-	410	410
12/31/2021	340405MW6	City of Floresville, TX Elec Light Re	4.00%	0.46%	-	638	638
12/31/2021	549188UJ7	City of Lubbock TX Txbl-Ref	2.32%	1.93%	-	2,428	2,428
12/31/2021	977810JU5	City of Wolfforth TX GO	4.00%	0.39%	-	255	255
12/31/2021	9128CBM2	US Treasury Note B Class	0.13%	0.21%	-	519	519
12/31/2021	413946PC2	Harris Cnty TX MUD #278 GO	4.00%	1.14%	-	1,260	1,260
12/31/2021	3136G43H4	FMNA	0.40%	0.44%	-	1,108	1,108
12/31/2021	811275HB5	Scurry Rosser TX ISD	3.00%	0.45%	-	99	99
12/31/2021	3130APNE1	FHLB	0.90%	0.90%	-	1,050	1,050
12/31/2021	498730AX8	Klondike TX ISD GO	1.00%	0.10%	-	91	91
12/31/2021	983064YX8	City of Wylie, TX GO	3.00%	0.25%	-	166	166
					\$ 25,003	\$ (6,253)	\$ 18,750





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

Meeting Date: 01/18/2022

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2022 Council Calendar

2022 Council Calendar

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

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

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

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

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

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

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

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

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

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

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

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

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

CALLED MEETINGS	
1/18/2022	Rescheduled - Martin Luther King, Jr. Day
7/5/2022	Rescheduled - Independence Day
9/6/2022	Rescheduled - Labor Day