

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 21, 2022
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER**
- A. 3. INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 7, 2022.**

Oath of Office

- B. 1. OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION**

Deputy Mayor Election

- C. 1. COUNCIL ELECTION OF DEPUTY MAYOR**

Citizen Comments

- D. 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

- E. 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

- F. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6544**

Authorizing the City's Participation in the Texas Enterprise Zone Program Pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, Describing Availability of Certain Local Incentives, Designating a Liaison for Communication with Interested Parties, and Nominating Global Wafers America to the Office of the Governor Economic Development & Tourism through the Economic Development Bank for Designation as a Qualified Business and Enterprise Project; Providing a Repealing/Savings Clause, Severability Clause and an Effective Date

F. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6545

Amending Chapter 9 of the Code of Ordinances, entitled "Personnel", Article 9.05, entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, entitled "Authorized Number of Positions", to Revise the Number of Authorized Positions in the Police Department; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer

F. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6546

Accepting and Approving the Amended Project Plan and the Financing Plan for the Sherman Tax Increment Reinvestment Zone, Number Eight (#8); Providing for Findings of Fact

Close Public Hearing and Consider Adoption of Ordinances

F. 4. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6544, 6545 & 6546.

Resolutions

G. 1. RESOLUTION NO. 6982 (NO ACTION TAKEN AT THE NOVEMBER 7, 2022 REGULAR CITY COUNCIL MEETING)

Authorizing Execution of a Professional Services Agreement with Spiars Engineering, Inc. for the Hickory Hill Thoroughfare and Utility Improvements

G. 2. * RESOLUTION NO. 6994

Authorizing Execution of an Encroachment Agreement with QT South, LLC for the Encroachment by a Maximum of 6 Feet for a New 80' Pole Sign and a New 6'-8 1/2" Monument Sign within the Proposed Platted 10-Foot Utility Easement Along the South Property Line of QT 1915 Addition, Approved by City Council on July 18, 2022, to be Filed in the Plat Records, Grayson County, Texas, Locally known as 2801 Texoma Parkway in the City of Sherman

G. 3. * RESOLUTION NO. 6995

Authorizing the Purchase of a new Caterpillar 308 Excavator from Holt Cat for the Distribution Services Department through Sourcewell.

Other Business

H. 1. OTHER BUSINESS

Receive Presentation Regarding Policy and Ordinance Updates for Downtown Sherman

H. 2. OTHER BUSINESS

Consider Cancellation of the December 19, 2022 Regular City Council Meeting and Add Called City Council Meeting on December 12, 2022

H. 3. * OTHER BUSINESS

Approval of the 2022 Ad Valorem Tax Roll Value and Tax Levy

Consider Board/Commission Appointments

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

(a) Council Audit Committee (3)

- I. 2. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Investment Committee (2)
- I. 3. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Reinvestment Committee (2)
- I. 4. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #1 (3)
- I. 5. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #2 (3)
- I. 6. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #3 (3)
- I. 7. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #5 (3)
- I. 8. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #6 (3)
- I. 9. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #7 (3)
- I. 10. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #8 (3)
- I. 11. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #9 (3)
- J. **COUNCIL COMMENTS**

Executive Session

K. 1. **EXECUTIVE SESSION**

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

Tex. Gov't Code §
551.071

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

- (a) Receive legal advice regarding issues addressed in a letter dated March 10, 2022 from the Texas Commission on Environmental Quality

Tex. Gov't Code § 551.072	Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.
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

L. 1. OPEN MEETING

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

M. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, November 18, 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 18th day of November, 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 Regular Meeting

A. 4.

Meeting Date: 11/21/2022

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 7, 2022.

Attachments

November 7, 2022

STATE OF TEXAS §
 November 7, 2022
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on November 7, 2022.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were led by Council Member Juston Dobbs.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of October 17, 2022 and the Called Tax Increment Financing Board #8 Meeting of October 17, 2022. Deputy Mayor Howeth moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

SPECIAL PRESENTATION

RECOGNIZING THE 2022 LEADERSHIP SHERMAN CLASS

Eddie Brown, President and CEO of the Sherman Chamber of Commerce, introduced members of the 2022 Leadership Sherman Class that were in attendance at the meeting.

**2022 LEADERSHIP
SHERMAN CLASS**

He explained, that the program began in 1980, with a class of four people. Over the years, the program has grown to include 25 to 30 people annually.

It is a nine-month community leadership program, sponsored by the Chamber. It includes a teambuilding day, City government, County government, regional issues, leisure and cultural issues, health services, and public safety. Members also select and complete a class project that benefits the community.

Members of the 2022 Leadership Sherman Class are Beth Eggar, Chad Luper, Emilie Nelson, Joey Beason, Katy Cope, Naomi Williams, Robin Lyday, Stephanie Davidson, Tiffany Francis, Brandy Washington, Courtney Mitchell, Jennifer Bohannon, John Williams, Kelly Corbett, Paul Terrell, Savanna Dixon, Stephanie Clark, Tina Gardner, Will Bain, Cassi Bergland, Craig Bowser, Jessica Cain, Justin Morris, Mailinh Nguyen, Rev. Frank Drenner, Shalyn Hernandez, Tiara Jones, and Wendy Vellotti.

CITIZEN'S COMMENTS

**REPLAT APPROVAL OF TIMBER CREEK ADDITION, PHASE 2,
BEING 4.055 ACRES IN THE WILLIAM THOMPSON SURVEY,**

**REPLAT TIMBER
CREEK ADDITION,**

ABSTRACT NUMBER 1210 AND THE GEORGE W. McGLOTHLIN SURVEY, ABSTRACT NO. 828, AND BEING ALL OF LOT 2 OF THE REPLAT OF PART OF LOT 9, TIMBER CREEK ADDITION, ALL OF LOT 4, CORRECTED PLAT OF LISA ADDITION, AND A PORTION OF THE FORMER TEXAS AND PACIFIC RAILROAD; WILLIAM MAGERS, OWNER AND HELVEY-WAGNER SURVEYING INC., SURVEYOR (4 TIMBER CREEK ROAD)

PHASE 2
(4 TIMBER CREEK RD)

Mayor Plyler recognized Roy Franks, 24 Timber Creek Road, Sherman, who wanted to discuss Agenda Item I-10.

Mr. Franks said several of the neighbors of this property attended the Planning and Zoning Commission Meeting concerning this issue. He said that addition has a covenant on the property that requires 2.5 acres for any building site in the addition. Other residents have had to purchase additional property, in order to build a house on 2.5 acres.

He said this request is trying to remove one of the covenants of that addition. He said if this is allowed, then any resident of Timber Creek could build whatever they wanted too on any size lot, thereby “ruining” the addition.

He said other residents have had to acquire additional acreage before they could build, in order to meet the covenant requirements.

He explained that during the Planning and Zoning Commission Meeting, the residents presented their side, Bill Magers, the requesting property owner, presented his side, Members entered Executive Session, returned to the Regular Session and ruled that the covenant “didn’t matter.” He added that the residents “are looking at other legal means to enforce the covenant.” He said the residents weren’t allowed to rebut anything.

FINAL PLAT APPROVAL OF HIDDEN MEADOWS PHASE TWO, BEING 44.484 ACRES IN THE W.M. THOMPSON SURVEY, ABSTRACT NUMBER 1210 AND THE FIELDING BACON SURVEY, ABSTRACT NO. 119; LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD, OWNERS AND KIMLEY-HORN AND ASSOCIATES, SURVEYOR (3800 BLOCK WEST HOUSTON STREET)

FINAL PLAT
HIDDEN MEADOWS,
PHASE 2
(3800 BLOCK OF
W. HOUSTON ST)

Mayor Plyler recognized Roy Franks, 24 Timber Creek Road, Sherman, who wanted to discuss Agenda Item I-8.

Mr. Franks said what the City is about to do with Woodman Circle Home on Hwy 56 is a safety concern. He said 300 new apartments are going to be built in that area, along with 287 on Hwy 56. It concerns a replat of linear homes.

He said, Hwy 56 is currently two lanes between Friendship Road and FM 1417. They have also approved the construction of 300 apartments on the “other side of FM 1417.” That could potentially mean 587 cars on Hwy 56, a two lane road, within a half a mile. He felt that would cause some safety concerns.

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.

The Council reviewed the Consent Agenda. Deputy Mayor Howeth moved to approve the Consent Agenda, as presented. Second by Council Member Dobbs. All present voted AYE.

CONSENT AGENDA

Double Asterisked (**) items are considered to be routine and will be enacted in one motion, subject to the Staff Review Letter, without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately.

Council Member Teamann asked to remove Item I-8, entitled “Final Plat approval of Hidden Meadows Phase Two, located in the 3800 block of West Houston Street”, and Item I-10, entitled “Replat approval of Timber Creek Addition, Phase 2, located at 4 Timber Creek Road”, for discussion in their regular order of business.

The Council reviewed the Consent Agenda. Council Member Teamann moved to approve the Consent Agenda, subject to the Staff Review Letter, with the exception of Items I-8 and I-10, which will be discussed in their regular order of business. Second by Council Member Stevenson. All present voted AYE.

REPLAT APPROVAL OF TIMBER CREEK ADDITION, PHASE 2, BEING 4.055 ACRES IN THE WILLIAM THOMPSON SURVEY, ABSTRACT NUMBER 1210 AND THE GEORGE W. MCGLOTHLIN SURVEY, ABSTRACT NO. 828, AND BEING ALL OF LOT 2 OF THE REPLAT OF PART OF LOT 9, TIMBER CREEK ADDITION, ALL OF LOT 4, CORRECTED PLAT OF LISA ADDITION, AND A PORTION OF THE FORMER TEXAS AND PACIFIC RAILROAD; WILLIAM MAGERS, OWNER AND HELVEY-WAGNER SURVEYING INC., SURVEYOR (4 TIMBER CREEK ROAD)

Council Member Teamann asked Ryan Pitman, City Attorney, if a development is within the City’s residential zoning, and they submit for a plat, and it “lines up” with all City codes and ordinances, and they have proper zoning, is there anything the City can do to prevent a plat from being approved, from a legal standpoint.

Mr. Pittman said the City would not have authority, under State law, or the City’s ordinances, to deny the plat, if it is in compliance with the rules and regulations, and State law.

He addressed the specific issue, saying that the interplay between HOA rules and regulations, covenant, and deed restrictions, which are a matter of a private, civil agreement between landowners. The City doesn’t have a role to enforce those private HOA covenants and restrictions. He said the action of approving a plat, that does conform with the City’s ordinances and regulations, would not amend the HOA regulations. The two are separate and the

CONSENT AGENDA

CONSENT AGENDA

APPROVE REPLAT
TIMBER CREEK
ADDITION, PHASE 2
(4 TIMBER CREEK RD)

enforcement mechanism for enforcing those are separate. He confirmed that it is a civil matter between property owners.

ACTION TAKEN.

Motion by Council Member Teamann to approve the Replat of Timber Creek Addition, Phase 2, a 4.055 acre tract, located at 4 Timber Creek Road, subject to the Staff Review Letter. The property is zoned R-1 (One-Family Residential) District, and the owner would like to plat the property into two lots for residential development, as presented. Second by Council Member Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED, SUBJECT TO STAFF REVIEW LETTER.

FINAL PLAT APPROVAL OF HIDDEN MEADOWS PHASE TWO, BEING 44.484 ACRES IN THE W.M. THOMPSON SURVEY, ABSTRACT NUMBER 1210 AND THE FIELDING BACON SURVEY, ABSTRACT NO. 119; LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD, OWNERS AND KIMLEY-HORN AND ASSOCIATES, SURVEYOR (3800 BLOCK WEST HOUSTON STREET)

APPROVE FINAL PLAT
HIDDEN MEADOWS,
PHASE 2
(3800 BLOCK OF
W. HOUSTON ST)

Council Member Stevenson asked for clarification on this issue.

Wayne Lee, Director of Engineering, said the developer was required to do a traffic impact analysis for the subdivision. That study showed the need for deceleration lanes, entering the development. It also recommended decreasing the speed limit to 45 mph, on Hwy 56, along that stretch.

The staff has asked the Texas Department of Transportation to analyze the traffic study and do their own traffic study. They have also asked that they consider reducing the speed limit on Hwy 56 to 45 mph, based on the traffic study.

Council Member Stevenson asked if that was based on residential development. He said the alternative is a lot higher density than single-family residential. Robby Hefton, City Manager, said the area is already zoned for more. Residential would be a lesser density than what could be located there.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Final Plat of Hidden Meadows Phase Two, a 44.484 acre tract, located in the 3800 block of West Houston Street, subject to the Staff Review Letter. The property is zoned R-1 (One-Family Residential) District, and the owner would like to plat the property into 138 lots for residential development, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED, SUBJECT TO STAFF REVIEW LETTER.

Mayor Plyler introduced Ordinance No. 6540 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 SCHOOL, NURSERY, KINDERGARTEN OR DAYCARE IN AN C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM HIGHWAY 1417) OVERLAY DISTRICT AT 2100 POST OAK CROSSING, BEING LOT 2, POST OAK CROSSING REPLAT (HERITAGE MONTESSORI ACADEMY, OWNERS; SRC LAND BUILDING AND REAL ESTATE, REPRESENTATIVE; OMEGA DESIGN LLC, DESIGNER; AND UNDERWOOD DRAFTING & 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 6540
SUP FOR SCHOOL,
NURSERY, KINDER-
GARTEN, DAYCARE
(2100 POST OAK
CROSSING)

Rob Rae, Development Services Director, said this Specific Use Permit is for a school, kindergarten, daycare, in a C-1 District. The applicant is proposing to use an existing office building, and repurposing it.

The proposed use is compatible with the City's new Comprehensive Plan, and the Planning and Zoning Commission recommended approval of the Specific Use Permit.

Glenn Hooper, 323 S. Dallas Avenue, Lancaster, Texas

Alex Freeman, 18740 Wainsborough Lane, Dallas, Texas

Mr. Hooper said he was the architect on the project, and explained that it was an existing building, with a law office, a clothing store, and a daycare suite. It is about 8,300 square feet. Eventually the entire building will be used for the proposed facility.

No other citizens appeared before the City Council to discuss Ordinance No. 6540.

Mayor Plyler introduced Ordinance No. 6541 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 TWO-FAMILY (DUPLEX) IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT LOCATED AT 210 WEST FAIRVIEW STREET, BEING 0.385 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763, BLOCK 1, ALSO BEING PART OF LOT 5, BLOCK 2, OF W.M. SHANNON SUPPLEMENTAL ADDITION (MARIO TOBAR, OWNER; SIAS DRAFTING AND DESIGN; DESIGNER; AND PRESTON TRAIL LAND 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 6541
SUP FOR DUPLEX
(210 W. FAIRVIEW ST)

Mr. Rae said this Specific Use Permit is for a duplex in an R-1 District. The proposed use is compatible with the City's new Comprehensive Plan, and the Planning and Zoning Commission recommended approval of the Specific Use Permit.

COUNCIL MINUTES – NOVEMBER 7, 2022

Mario Tobar, 635 Preston Meadows Road

Mr. Tobar was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6541.

Mayor Plyler introduced Ordinance No. 6542 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 600-700 BLOCKS GRAHAM DRIVE, BEING 5.8608 ACRES, LOT 2, BLOCK 1, SHERMAN TOWN CENTER SECTION TWO (A-S 71 SHERMAN-PHASE III, LP, OWNERS; MICHAEL CARLISLE, KIMLEY-HORN AND ASSOCIATES, REPRESENTATIVE/ENGINEER; MEEKS PARTNERS, ARCHITECT; AND ADAMS SURVEYING COMPANY, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6542
ZONE CHANGE
FOR MULTI-FAMILY
(600-700 BLOCKS
GRAHAM DR)

Mr. Rae said this request was for a zone change from a C-1 District to an R-2 District, and containing two lots. The Site Plan for the development currently consists of 340 multi-family units. The lot on the west side is already zoned R-2, but the lot on the east side is zoned C-1. The request is to change the zoning on this lot to R-2.

The proposed use is compatible with the City's new Comprehensive Plan, and the Planning and Zoning Commission recommended approval of the Specific Use Permit.

Michael Carlisle, 260 E. Davis Street, Suite 100, McKinney, Texas

Mr. Carlisle, Civil Engineer, from Kimley-Horn, appeared to answer any questions that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6542.

Mayor Plyler introduced Ordinance No. 6543 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 ADOPT AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A CHURCH, DAYCARE AND FOOD BANK IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT AND REPEAL ORDINANCE NO. 3820 AND ORDINANCE NO. 5647, LOCATED AT 2111 EAST TUCK STREET, BEING LOT 1, BLOCK 1, HARMONY BAPTIST CHURCH ADDITION (HARMONY BAPTIST CHURCH, OWNER; TERRENCE STEELE, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6543
SUP FOR CHURCH,
DAYCARE, FOOD
BANK
(2111 E. TUCK ST)

Mr. Rae said they wanted to update the Specific Use Permit, and currently have two other Specific Use Permits at the site. They would like to construct a new building for a food bank.

The Planning and Zoning Commission recommended approval of the Specific Use Permit.

No citizens appeared before the City Council to discuss Ordinance No. 6543.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6540

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 SCHOOL, NURSERY, KINDERGARTEN OR DAYCARE IN AN C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM HIGHWAY 1417) OVERLAY DISTRICT AT 2100 POST OAK CROSSING, BEING LOT 2, POST OAK CROSSING REPLAT (HERITAGE MONTESSORI ACADEMY, OWNERS; SRC LAND BUILDING AND REAL ESTATE, REPRESENTATIVE; OMEGA DESIGN LLC, DESIGNER; AND UNDERWOOD DRAFTING & 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 6540
SUP FOR SCHOOL,
NURSERY, KINDER-
GARTEN, DAYCARE
(2100 POST OAK
CROSSING)

Ordinance 6541

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 TWO-FAMILY (DUPLEX) IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT LOCATED AT 210 WEST FAIRVIEW STREET, BEING 0.385 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, BLOCK 1, ALSO BEING PART OF LOT 5, BLOCK 2, OF W.M. SHANNON SUPPLEMENTAL ADDITION (MARIO TOBAR, OWNER; SIAS DRAFTING AND DESIGN; DESIGNER; AND PRESTON TRAIL LAND 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 6541
SUP FOR DUPLEX
(210 W. FAIRVIEW ST)

Ordinance 6542

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 600-700 BLOCKS GRAHAM DRIVE, BEING 5.8608 ACRES, LOT 2, BLOCK 1, SHERMAN TOWN CENTER SECTION TWO (A-S 71 SHERMAN-PHASE III, LP, OWNERS; MICHAEL CARLISLE, KIMLEY-HORN AND ASSOCIATES, REPRESENTATIVE/ ENGINEER; MEEKS PARTNERS, ARCHITECT; AND ADAMS SURVEYING COMPANY, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A

ORD 6542
ZONE CHANGE
FOR MULTI-FAMILY
(600-700 BLOCKS
GRAHAM DR)

REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6543

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO ADOPT AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A CHURCH, DAYCARE AND FOOD BANK IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT AND REPEAL ORDINANCE NO. 3820 AND ORDINANCE NO. 5647, LOCATED AT 2111 EAST TUCK STREET, BEING LOT 1, BLOCK 1, HARMONY BAPTIST CHURCH ADDITION (HARMONY BAPTIST CHURCH, OWNER; TERRENCE STEELE, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6543
SUP FOR CHURCH,
DAYCARE, FOOD
BANK
(2111 E. TUCK ST)

ACTION TAKEN.

Motion by Council Member Teamann to adopt Ordinance Nos. 6540, 6541, 6542, and 6543, as presented. Second by Council Member Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6982 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SPIARS ENGINEERING, INC. FOR THE HICKORY HILL THOROUGHFARE AND UTILITY IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SPIARS ENGINEERING, INC. FOR THE HICKORY HILL THOROUGHFARE AND UTILITY IMPROVEMENTS.

RES 6982
HICKORY HILL
THOROUGHFARE
& UTILITY
IMPROVEMENTS

Mr. Hefton said the staff is asking the Council to either table Resolution 6982 or take no action on the item. After the agenda was prepared, additional information was received that indicated there needed to be “more digging into the proposed contract.” He said they expect to be ready to present to the Council at the next Meeting.

Council Members chose to “skip” the agenda item.

RESOLUTION NO. 6983 – DETERMINING THE COSTS OF PHASE #2 PROJECTS TO BE FINANCED BY THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED PHASE #2 ASSESSMENT ROLL, FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED PHASE #2 ASSESSMENT ROLL WITH THE CITY CLERK; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR DECEMBER 5, 2022, TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED

RES 6983
BEL AIR VILLAGE
PHASE #2

WITHIN THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT;
DIRECTING THE FILING OF THE PROPOSED PHASE #2
ASSESSMENT ROLL WITH THE CITY CLERK TO MAKE
AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF
TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND
RESOLVING OTHER MATTERS INCIDENT AND RELATED
THERETO

A RESOLUTION OF THE CITY OF SHERMAN, TEXAS, DETERMINE THE COSTS OF PHASE #2 PROJECTS TO BE FINANCED BY THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED PHASE #2 ASSESSMENT ROLL, FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED PHASE #2 ASSESSMENT ROLL WITH THE CITY CLERK; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR DECEMBER 5, 2022 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED PHASE #2 ASSESSMENT ROLL WITH THE CITY CLERK TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

Clint Philpott, Assistant City Manager, said this is Phase 2 of the Bel Air Subdivision. Plans are almost ready for approval and this is the next step for the public improvement district. Council will be approving the preliminary service assessment plan.

As construction continues, that plan will be submitted for actual construction costs, and then every year the plan will come back for assessment charges on how to bill each individual homeowner.

Mr. Philpott said this resolution is approving the preliminary plan, and calling for a regular meeting on December 5, 2022, to consider levying of the actual costs to each lot.

Phase 2 is combining Phases 2 and 3, of the original Master Plan. He said they are moving along very quickly on all the single-family portions of the development.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Resolution No. 6983, as presented. Second by Council Member Teamann.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Teamann.

VOTING NAY: None.

ABSTAIN: Stevenson.

MOTION CARRIED.

RESOLUTION NO. 6984 – AUTHORIZING EXECUTION OF A
REIMBURSEMENT AGREEMENT BETWEEN SHERMAN HICKORY
HILL, LLC AND THE CITY OF SHERMAN, TEXAS, FOR ACTUAL
IMPROVEMENT COSTS FOR THE PLANNED DEVELOPMENT
KNOWN AS HICKORY HILL

RES 6984
HICKORY HILL
PLANNED
DEVELOPMENT
REIMBURSEMENT
AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT BETWEEN SHERMAN HICKORY HILL, LLC AND THE CITY OF SHERMAN, TEXAS FOR ACTUAL IMPROVEMENT COSTS FOR THE PLANNED DEVELOPMENT KNOWN AS HICKORY HILL.

Mr. Phillpott said this was a reimbursement agreement with Sherman Hickory Hill. A previous master development agreement was approved. They are working through the engineering and the cost estimates. This is the reimbursement for the City's portion of the design in the master development agreement.

They previously talked about the City paying for the offsite sewer extension, a waterline extension down Lamberth Road, and one of the two lanes that will be constructed on both Lamberth Road and Friendship Road. The developer is paying for the other half of that road cost.

He said the plan is to add two lanes initially, and then as traffic warrants, the other two lanes would be constructed, for an ultimate four lane road.

ACTION TAKEN.

Motion by Council Member Teamann to approve Resolution No. 6984, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6985 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR ENGINEERING SERVICES FOR LEAD AND COPPER RULE REVISION COMPLIANCE PROGRAM – PHASE 2 SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR ENGINEERING SERVICES FOR LEAD AND COPPER RULE REVISION COMPLIANCE PROGRAM – PHASE 2 SERVICES.

RES 6985
LEAD & COPPER RULE
REVISION
COMPLIANCE
PROGRAM, PHASE 2

Tom Pruitt, Utility Engineer, said this is Phase 2 of the project. On January 15, 2021, the Environmental Protection Agency, established standards for lead and copper, for all distribution systems throughout the United States. TCEQ then handed down the rule to all Texas cities.

The deadline for cities to be in compliance with the rule is October 16, 2024. Phase 1 was the initial risk and resource report, which was completed by Freese and Nichols. That project was completed in May 2022.

ACTION TAKEN.

Motion by Council Member Dobbs to approve Resolution No. 6985, as presented. Second by Council Member Holland.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6986 – AUTHORIZING THE PURCHASE OF A NEW SPARTAN 105' RMA FIRE TRUCK FROM METRO FIRE APPARATUS SPECIALISTS FOR THE FIRE DEPARTMENT THROUGH HGAC

**RES 6986
FIRE TRUCK
PURCHASE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW SPARTAN 105' RMA FIRE TRUCK FROM METRO FIRE APPARATUS SPECIALISTS FOR THE FIRE DEPARTMENT THROUGH HGAC.

Billy Hartsfield, Acting Fire Chief, said this resolution is for a new ladder truck. The current ladder truck is a 2010 model and has almost 70,000 miles and over 6,700 hours on it. The original cost was \$1.3 million, in 2010. A truck like that would cost over \$2 million today.

Repairs on that vehicle have totaled over \$530,000, with most repairs since 2018. Of it's 12 years in service, it has spent 3.5 years out of service, with most coming after 2018.

A team of seven firefighters and a division chief were assembled to determine the best replacement for the ladder truck. It was determined that a 2023-2024 Spartan 105' Gladiator Chassis for \$1.52 million would be best. That is an increase over the original price, however with inflation what it is today, that's not that much. With trade-ins, the final cost of the truck will be closer to \$1.1 million.

Mayor Plyler confirmed that the new ladder truck will extend 10 foot farther than the previous one. It also has a pumper, which will extend the capacity of the truck.

Mr. Hefton confirmed that the City would be getting all the quality and functionality of the other ladder truck. There is a 400 day build on the truck.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6986, as presented. Second by Council Member Holland.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6987 – AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FINALIZE NEGOTIATIONS AND TO FINALIZE AND EXECUTE CONTRACT DOCUMENTS FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM MORGAN VILLARREAL AND ELLEN VILLARREAL LOCATED AT 1405 WEST

**RES 6987
ROW PURCHASE
FOR WIDENING
MOORE ST
(1405 W. MOORE ST)**

MOORE STREET, BEING LOT 2, BLOCK 1 OF THE HOLLY MOORE ADDITION, AS SHOWN IN PLAT OF RECORD IN DOCUMENT NO. 2020-07, PLAT RECORDS, GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FINALIZE NEGOTIATIONS AND TO FINALIZE AND EXECUTE CONTRACT DOCUMENTS FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM MORGAN VILLARREAL AND ELLEN VILLARREAL LOCATED AT 1405 WEST MOORE STREET, BEING LOT 2, BLOCK 1 OF THE HOLLY MOORE ADDITION, AS SHOWN IN PLAT OF RECORD IN DOCUMENT NO. 2020-07, PLAT RECORDS, GRAYSON COUNTY, TEXAS.
CONSENT AGENDA.

RESOLUTION NO. 6988 – AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FINALIZE NEGOTIATIONS AND TO FINALIZE AND EXECUTE CONTRACT DOCUMENTS FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM ERICA GONZALEZ LOCATED AT 1401 WEST MOORE STREET, BEING LOT 1, BLOCK 1 OF THE HOLLY MOORE ADDITION, AS SHOWN IN PLAT OF RECORD IN DOCUMENT NO. 2020-07, PLAT RECORDS, GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FINALIZE NEGOTIATIONS AND TO FINALIZE AND EXECUTE CONTRACT DOCUMENTS FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM ERICA GONZALEZ LOCATED AT 1401 WEST MOORE STREET, BEING LOT 1, BLOCK 1 OF THE HOLLY MOORE ADDITION, AS SHOWN IN PLAT OF RECORD IN DOCUMENT NO. 2020-07, PLAT RECORDS, GRAYSON COUNTY, TEXAS.
CONSENT AGENDA.

RES 6988
ROW PURCHASE
FOR WIDENING
MOORE ST
(1401 W. MOORE ST)

RESOLUTION NO. 6989 – AUTHORIZING THE PURCHASE OF A NEW FREIGHTLINER 114SD VACTOR TRUCK FROM FREIGHTLINER OF AUSTIN FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW FREIGHTLINER 114SD VACTOR TRUCK FROM FREIGHTLINER OF AUSTIN FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

RES 6989
DISTRIBUTION SVCS
NEW VEHICLE

RESOLUTION NO. 6990 – AUTHORIZING THE PURCHASE OF A NEW 2023 AUTOCAR DCX64 ROLL OFF TRUCK FROM CHASTANG ENTERPRISES FOR SOLID WASTE DEPARTMENT THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2023 AUTOCAR DCX64 ROLL OFF TRUCK FROM CHASTANG ENTERPRISES FOR SOLID WASTE DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

RES 6990
SOLID WASTE DEPT
NEW VEHICLE

RESOLUTION NO. 6991 – AUTHORIZING THE PURCHASE OF A NEW V65H VACUUM SWEEPER TRUCK FROM BMNA FOR THE STREET MAINTENANCE DEPARTMENT THROUGH H-GAC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW V65H VACUUM SWEEPER TRUCK FROM BMNA FOR THE STREET MAINTENANCE DEPARTMENT THROUGH H-GAC.

CONSENT AGENDA.

RES 6991
STREET DEPT
NEW VEHICLE

RESOLUTION NO. 6992 – AUTHORIZING THE PURCHASE OF VENTRAC TRACTOR: KN, 4520Z KUBOTA WG972-GL WITH ATTACHMENTS FOR THE PARKS MAINTENANCE DEPARTMENT FROM PROFESSIONAL TURF PRODUCTS, LP OF EULESS, TEXAS THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF VENTRAC TRACTOR: KN, 4520Z KUBOTA WG972-GL WITH ATTACHMENTS FOR PARKS MAINTENANCE DEPARTMENT FROM PROFESSIONAL TURF PRODUCTS, LP OF EULESS, TEXAS THROUGH BUYBOARD.

CONSENT AGENDA.

RES 6992
PARKS MAINT DEPT
NEW VEHICLE

RESOLUTION NO. 6993 – AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR 308 EXCAVATOR FROM HOLT CAT FOR THE STREET MAINTENANCE DEPARTMENT THROUGH SOURCEWELL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR 308 EXCAVATOR FROM HOLT CAT FOR THE STREET MAINTENANCE DEPARTMENT THROUGH SOURCEWELL.

CONSENT AGENDA.

RES 6993
STREET MAINT
NEW VEHICLE

REQUEST TO ADVERTISE

ANNUAL CONTRACT TO SUPPLY AVIATION FUEL TO THE SHERMAN MUNICIPAL AIRPORT

The City Council approved a request to advertise for the annual contract to supply aviation fuel to the Sherman Municipal Airport. Aviation fuel is available for sale to patrons of the Airport facility. By contracting with a vendor through the public bidding process, the City will be able to negotiate pricing.

CONSENT AGENDA.

REQUEST TO ADV
AVIATION FUEL
ANNUAL CONTRACT

REQUEST TO ADVERTISE

PURCHASE OF FOUR NEW HALF-TON TRUCKS FOR THE SHERMAN FIRE DEPARTMENT

The City Council approved a request to advertise for four new half-ton trucks for the Fire Department. The fire fleet is aging, with multiple units reaching the end of their useful life within the department. The four new half-ton trucks will replace existing staff vehicles.

CONSENT AGENDA.

REQUEST TO ADV
FIRE DEPT VEHICLES

CHANGE ORDER NO. 1

TEXOMA PARKWAY WATER MAIN REPLACEMENT FROM FM 691 TO FALLON DRIVE; DOUGLAS DAILEY CONSTRUCTION, LLC; \$270,474.00 INCREASE

CHANGE ORDER NO. 1
TEXOMA PKWY
WATER MAIN
REPLACEMENT

Travis Overturf, Civil Engineer, said the Change Order is to Douglas Dailey Construction, for the Texoma Parkway Water Main Replacement Project, from FM 691 to Fallon Drive, in the amount of a \$270,474 increase. The changes were requested by the City staff.

(\$270,474 INCREASE)

The additional scope adds approximately 1,400 liner foot of 6-inch water line, from the Texoma Parkway, FM 691 intersection, and travels 1,400 foot west. All engineering design and plan production was done inhouse.

Council Member Stevenson asked why the additional footage was needed. Mr. Overturf said that additional footage was needed to serve additional water customers that are in the City limits that weren't previously served by City water. Eventually it is expected to extend to Hwy 75.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Change Order No. 1, to Douglas Dailey Construction, LLC, in the amount of a \$270,474 increase, for the Texoma Parkway Water Main Replacement from FM 691 to Fallon Drive Project, as presented.

Second by Council Member Teamann.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 1

PICKLEBALL/BASKETBALL COURT PROJECT; MERRITT COMPANIES; \$19,986.55 INCREASE

Mr. Philpott said this change order was also due to a change in scope. Part of the initial bid for the pickleball and basketball court included a requirement that they hire a structural engineer to make sure that the design that was speced met standards. The structural design contractor said modifications needed to be made to the footing and the subgrade.

**CHANGE ORDER NO .1
PICKLEBALL/
BASKETBALL COURT
PROJECT
(\$19,986.55 INCREASE)**

The initial change was significantly higher, but some of the larger trucks that were purchased for the Street Department are being used to haul some additional base material and remove other materials.

Mr. Philpott said the net result is a change order of approximately \$20,000. The slab will increase from five inches to six inches and the footings are increasing from 12x12 to 12x20 and to 12x24 for the basketball court. Mr. Hefton added that some of the work is also being done inhouse.

Council Member Teamann asked about the timeline for the project. Theresa Hutchinson, Parks and Recreation Manager, said there was no timeline included in the contract.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Change Order No. 1, to Merritt Companies, in the amount of a \$19,986.55

increase, for the Pickleball/Basketball Court Project, as presented. Second by Council Member Teamann.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

OTHER BUSINESS

RECEIVE AN UPDATE ON THE CITY OF SHERMAN'S ONGOING PROJECTS

Nate Strauch, Community and Support Service Manager, presented an update on the City's ongoing projects. Projects included in the video update included:

Woodman Circle Home	The Grove
Highway 75	Hidden Meadows
Highway 75/82 Interchange	Sweetwater Springs
Washington Meadows	Heritage Ranch
Heritage Crossing	Bel Air
Texoma Parkway Waterline	Texas Instruments
Sherman Police Department	

UPDATE ON CITY PROJECTS

FINAL PLAT APPROVAL OF SHERDEN MALL LOT 1, BLOCK B, BEING 31.317 ACRES IN THE RUEBEN HENDRIX SURVEY, ABSTRACT NUMBER 504 AND IN THE SAM M McGLOTHLIN SURVEY, ABSTRACT NO. 811; CHARLIE NICHOLAS, SHERMAN NEC TEXOMA & 82 LP, OWNER; NE DEVELOPMENT, DEVELOPER; AND SPIARS ENGINEERING, INC., ENGINEER/SURVEYOR (3209 TEXOMA PARKWAY)

APPROVE FINAL PLAT SHERDEN MALL (3209 TEXOMA PKWY)

The City Council approved the Final Plat of Sherden Mall, Lot 1, Block B, a 31.317 acre tract, located at 3209 Texoma Parkway. The item was tabled at the September 20, 2022 Council Meeting. The property is zoned R-2 (Multi-Family Residential) District, and the owner would like to plat the property into one lot for a multi-family 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.

REPLAT APPROVAL OF HERNANDEZ EAST SIDE ADDITION, BLOCK 1, LOT 1, BEING 0.152 ACRES IN THE GEORGE B. PILANT SURVEY, ABSTRACT NUMBER 963, AND ALSO BEING PART OF LOT 3, BLOCK 1, EAST SIDE ADDITION; LUIS HERNANDEZ, OWNER AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (1319 EAST JONES STREET)

APPROVE REPLAT HERNANDEZ EAST SIDE ADDITION (1319 E. JONES ST)

The City Council approved the Replat of Hernandez East Side Addition, Block 1, Lot 1, a 0.152 acre tract, located at 1319 East Jones Street. The property is zoned R-1 (One-Family Residential) District, and the owner would like to plat the property into one lot for residential development.

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 OF HIGHLAND MEADOWS ESTATES, LOTS 59 AND 60, BEING 3.560 ACRES IN THE WINFORD BAILEY SURVEY, ABSTRACT NO. 64, AND BEING ALL OF LOTS 59 AND 60 OF HIGHLAND MEADOWS ESTATES; ALETA OPPERMANN, OWNER; MARK KERR, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING INC., SURVEYOR (1109 RIDGEVIEW DRIVE)

The City Council approved the Replat of Highland Meadows Estates, Lots 59 and 60, a 3.560 acre tract, located at 1109 Ridgeview Drive. The property is located in Sherman's Extraterritorial Jurisdiction, and the owner would like to plat the property into two lots for residential development.

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
HIGHLAND MEADOWS
ESTATES
(1109 RIDGEVIEW DR)

FINAL PLAT APPROVAL OF SUTHERLAND HOUSE ADDITION, LOT 1, BLOCK 1, BEING 0.555 ACRES IN THE JASON STAMPS SURVEY, ABSTRACT NO. 1115; RUSTY SUTHERLAND, OWNER AND HELVEY-WAGNER SURVEYING INC., SURVEYOR (2315 SOUTH FRIENDSHIP ROAD)

The City Council approved the Final Plat of Sutherland House Addition, Lot 1, Block 1, a 0.555 acre tract, located at 2315 South Friendship Road. The property is zoned R-1 (One-Family Residential) District, and the owner would like to plat the property into one lot for residential 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
SUTHERLAND HOUSE
ADDITION
(2315 S. FRIENDSHIP
RD)

FINAL PLAT APPROVAL OF ANDY PLACE ADDITION, LOT 1, BLOCK 1, BEING 2.193 ACRES IN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765; OF CINDY GRIFFIN AND DRAKE HANTIA, OWNERS AND HELVEY-WAGNER SURVEYING INC., SURVEYOR (5000 BLOCK FARMINGTON ROAD)

The City Council approved the Final Plat of Andy Place Addition, Lot 1, Block 1, a 2.193 acre tract, located in the 5000 block of Farmington Road. The property is located in Sherman's Extraterritorial Jurisdiction, and the owner would like to plat the property into one lot for residential 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
ANDY PLACE
ADDITION
(5000 BLOCK OF
FARMINGTON RD)

REPLAT APPROVAL OF TOBAR FAIRVIEW ADDITION, BEING 0.385 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, BLOCK 1, ALSO BEING PART OF LOT 5, BLOCK 2, OF W.M. SHANNON SUPPLEMENTAL ADDITION; MARIO TOBAR, OWNER; SIAS DRAFTING AND DESIGN; DESIGNER; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (210 WEST FAIRVIEW STREET)

The City Council approved the Replat of Tobar Fairview Addition, a 0.385 acre tract, located at 210 West Fairview Street. The property is zoned R-1 (One-Family Residential) District, and the owner would like to plat the property into one lot to build a duplex.

APPROVE REPLAT
TOBAR FAIRVIEW
ADDITION
(210 W. FAIRVIEW ST)

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

FINAL PLAT APPROVAL OF HICKORY HILL MULTI FAMILY, LOT 1, BLOCK 1, BEING 24.680 ACRES IN THE W. THOMPSON SURVEY, ABSTRACT NO. 1209; SHERMAN HICKORY HILL, LLC, OWNER; DOBIE DEVELOPMENT GROUP, DEVELOPER; SEVAN MULTI-SITE SOLUTIONS AND SPIARS ENGINEERING, INC., ENGINEER/ SURVEYOR (3400-4000 BLOCKS WEST LAMBERTH ROAD)

The City Council approved the Final Plat of Hickory Hill Multifamily, Lot 1, Block 1, a 24.680 acre tract located in the 3400 to 4000 blocks of West Lamberth Road. The property is zoned PD (Planned Development) District, and the owner would like to plat the property into one lot for residential development.

APPROVE FINAL PLAT
HICKORY HILL
MULTIFAMILY
(3400-4000 BLOCKS
OF W. LAMBERTH RD)

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

FINAL PLAT APPROVAL OF SWINDELL ADDITION, LOTS 1 & 2, BEING 5.000 ACRES IN THE JOHN McCLENIHAN SURVEY, ABSTRACT NUMBER 798; AMY SWINDELL, OWNER AND PRESTON TRAIL LAND SURVEYING LLC, SURVEYOR (112 BARBARA LANE)

The City Council approved the Final Plat of Swindell Addition, Lots 1 and 2, a 5.000 acre tract, located at 112 Barbara Lane. The property is in Sherman's Extraterritorial Jurisdiction, and the owner would like to plat the property into two lots for residential development.

APPROVE FINAL PLAT
SWINDELL ADDITION
(112 BARBARA LANE)

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

FINAL PLAT APPROVAL OF TITAN HERITAGE ADDITION, BEING 4.500 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; TITAN HERITAGE LLC, OWNER; PRABHAKARAN THANGABEL, REPRESENTATIVE AND UNDERWOOD DRAFTING AND SURVEYING INC., SURVEYOR (475 OLD DORCHESTER ROAD)

The City Council approved the Final Plat of Titan Heritage Addition, a 4.500 acre tract, located at 475 Old Dorchester Road. The property is located in Sherman's Extraterritorial Jurisdiction, and the owner would like to plat the property into one lot for commercial development.

APPROVE FINAL PLAT
TITAN HERITAGE
ADDITION
(475 OLD
DORCHESTER RD)

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

COUNCIL COMMENTS

FRIGHT FEST

Deputy Mayor Howeth thanked the staff for their hard work with Fright Fest. Because of weather it had to be moved, but they were still able to have it.

FRIGHT FEST

RIGHT TO VOTE

Council Member Dobbs urged citizens to exercise their right to vote in tomorrow's Election.

RIGHT TO VOTE

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Sherman Christmas Parade and Snowflake Festival is scheduled for December 3, 2022, at 6:00 p.m., in Downtown Sherman.
- The Parks and Recreation Department will kick-off Holiday Nights of Lights at Pecan Grove Park on December 2, 2022. The event will feature over seven miles of Christmas lights strung among the trees. The event starts at 5:30 p.m.
- The Sherman Symphony Orchestra's Annual Christmas Pops Concert will be held on December 3, 2022, at 7:30 p.m. at Austin College.

ANNOUNCEMENTS

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

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.

EXECUTIVE SESSION

TEX. GOV'T CODE § 551.071 --

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

TEX. GOV'T CODE § 551.072 --

DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.073 --

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

TEX. GOV'T CODE § 551.074 --

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

TEX. GOV'T CODE § 551.076 –
DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS
FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES
OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 –
DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY HAS RECEIVED FROM A
BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE,
STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE
CITY IS CONDUCTING ECONOMIC DEVELOPMENT
NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL
OR OTHER INCENTIVE TO A BUSINESS PROSPECT
(A) Sherman Hospital

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 6:02 p.m.

On Motion duly made and carried, the Executive Session recessed
at 6:35 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

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:37 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B. 1.

Meeting Date: 11/21/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Issue:

The official Statements of Elected Officer have been filed with the Sherman City Clerk; and the newly elected members of the City Council may take the Oath of Office as required by law. They will also be presented with official Certificates of Election.

Background:

Pursuant to the City Charter, Article X, Section 4, all elected officers shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed by the Constitution of the State of Texas. The Oath of Office shall be administered as required by the Charter.

Origination:

The Oath of Office presentation originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with taking the Oath of Office.

Staff Recommendation:

It is recommended that the newly elected City Council Members take the Oath of Office.

Alternatives:

There is no viable alternative.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 1.

Meeting Date: 11/21/2022

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL ELECTION OF DEPUTY MAYOR

Issue:

The Deputy Mayor is elected by the City Council for a one-year term or until the Council is reorganized. Normally the Deputy Mayor is elected at the Council Meeting in November where new members are sworn in.

Background:

Article II, Section 3 of the City Charter provides for the designation of a Deputy Mayor, as follows:

Section 3. Mayor and deputy mayor.

The mayor shall preside at the meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes, and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor shall be entitled to vote upon all matters considered by the council. The mayor shall not make or second motions. The council shall elect a deputy mayor from the council for a one-year term, or until the council is reorganized, who shall act as mayor during the absence or inability of the mayor to serve. If a vacancy should occur in the office of mayor, the deputy mayor shall serve for the remainder of the mayor's term or until the next general election, whichever shall first occur.

Origination:

The election of a Deputy Mayor originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with electing a Deputy Mayor.

Staff Recommendation:

It is recommended that the Council Members elect a new Deputy Mayor.

Alternatives:

There is no viable alternative.



City Council Regular Meeting

E. 1.

Meeting Date: 11/21/2022

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:

- G. 2.** *** RESOLUTION NO. 6994**
Authorizing Execution of an Encroachment Agreement with QT South, LLC for the Encroachment by a Maximum of 6 Feet for a New 80' Pole Sign and a New 6'-8 1/2" Monument Sign within the Proposed Platted 10-Foot Utility Easement Along the South Property Line of QT 1915 Addition, Approved by City Council on July 18, 2022, to be Filed in the Plat Records, Grayson County, Texas, Locally known as 2801 Texoma Parkway in the City of Sherman
- G.3.** *** RESOLUTION NO. 6995**
Authorizing the Purchase of a new Caterpillar 308 Excavator from Holt Cat for the Distribution Services Department through Sourcewell.
- H. 3.** *** OTHER BUSINESS**
Approval of the 2022 Ad Valorem Tax Roll Value and Tax Levy
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 11/21/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6544

Authorizing the City's Participation in the Texas Enterprise Zone Program Pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, Describing Availability of Certain Local Incentives, Designating a Liaison for Communication with Interested Parties, and Nominating Global Wafers America to the Office of the Governor Economic Development & Tourism through the Economic Development Bank for Designation as a Qualified Business and Enterprise Project; Providing a Repealing/Savings Clause, Severability Clause and an Effective Date

Issue:

Holding a public hearing on the City's nomination of Global Wafers America LLC in the Texas Enterprise Zone Program.

Background:

On September 6th, the Council authorized the City's participation in the Texas Enterprise Zone Program by nominating GlobalWafers America, LLC to the Office of the Governor. The Office of the Governor has requested the City approve another ordinance to allow GlobalWafers America LLC time to include additional information in their application. This ordinance accomplishes that request.

In June, GlobiTech, Inc. announced its intention to bring a silicon manufacturing plant to Sherman. This phased project would bring up to 1,500 jobs and about \$5 billion in total investment. It would be built by Global Wafers, Inc., the parent company of GlobiTech, Inc., which currently has operations in Sherman. In order to be considered for the State's designation as an Enterprise Zone Project, this nomination from the City Council is required. Designation as an Enterprise Zone project qualifies a business for state sales tax refunds based on amount of capital investment and number of jobs created.

Origination:

GlobiTech, Inc

Financial Consideration:

There is no financial consideration to the City of Sherman in the recommended course of action. All refunds as a result of the program are from State revenues only.

Staff Recommendation:

The staff recommends adoption of this ordinance in order to secure incentives from the State of Texas.

Alternatives:

The City Council could deny the ordinance.

Attachments

Ordinance No. 6544

Global Wafers Enterprise Zone Map

ORDINANCE NO. 6544

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; DESCRIBING AVAILABILITY OF CERTAIN LOCAL INCENTIVES; DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES; AND NOMINATING GLOBAL WAFERS AMERICA TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS A QUALIFIED BUSINESS AND ENTERPRISE PROJECT; PROVIDING A REPEALING/SAVINGS 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 ("City") desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in certain areas of the City and to provide employment to residents of such areas; and

WHEREAS, pursuant to the Texas Enterprise Zone Act, Chapter 2303, Subchapter F of the Texas Government Code ("Act"), Global Wafers America has applied to the City for designation as an enterprise project; and

WHEREAS, the Act provides for refund of states sales and use tax for capital investment with job creation and/or employment retention efforts and programs of qualifying businesses pursuant to Section 2303.504 of the Act; and

WHEREAS, the project or activity described in this Ordinance is not located in an area designated as an enterprise zone; and

WHEREAS, the City finds that Global Wafers America meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at a qualified business site, and will create a higher level of employment, economic activity and stability; and

WHEREAS, with proper notice to the public, the City Council held a public hearing to consider this Ordinance on September 6, 2022, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the City Council finds that all other requirements for adoption of this Ordinance have been satisfied.

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

SECTION 1. That the City nominates Global Wafers America for enterprise project status under the Act.

SECTION 2. That in accordance with Section 2303.4051 of the Act, the following local incentives, at the election of the City Council, are or will be made available to Global Wafers America:

- (a) The City may abate taxes on the increase in value of real property improvements and eligible personal property that locate in a designated enterprise zone. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of Sherman Tax Abatement Policy, with the term “qualified employee” being defined by the Act.
- (b) The City may provide programs to improve and increase the value of real estate and new investment, including:
 - (1) Chapter 380 grants;
 - (2) local sales tax refunds;
 - (3) tax increment financing; or
 - (4) tax abatement.
- (c) The City may provide regulatory relief to businesses, including:
 - (1) zoning changes or variances;
 - (2) exemptions from unnecessary building code requirements, impact fees, or inspection fees; or
 - (3) streamlined permitting.
- (d) The City may provide enhanced municipal services to business, including:
 - (1) improved police and fire protection.
- (e) The City may provide improvements in community facilities, including:
 - (1) capital improvements in water and sewer facilities;
 - (2) road repair; or
 - (3) creation or improvement of parks.
- (f) The City may provide business and industrial development services, including:
 - (1) low-interest loans for businesses;
 - (2) provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
 - (3) creation of special one-stop permitting and problem resolution centers or ombudsmen; or
 - (4) promotion and marketing services.

- (g) The City may provide job training and employment services to businesses, including:
 - (1) job training and employment services;
 - (2) retraining programs;
 - (2) literacy and employment skills programs;
 - (3) vocational education; or
 - (4) customized job training

SECTION 3. That the City Council finds that Global Wafers America meets the criteria for designation as an enterprise project under the Act on the following grounds:

- (a) Global Wafers America is a “qualified business” under Section 2303.402 of the Act because it is engaged in the active conduct of a trade or business at a qualified business site within the City Council’s jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the new employees at the qualified business site will be residents of an enterprise zone in this state or economically disadvantaged individuals or veterans; and
- (b) The Global Wafers America project is qualified under Section 2303.404 of the Act because (1) it involves an expansion, renovation or new construction; (2) it will be completed within a predetermined period not to exceed five years; and (3) Global Wafers America maintains separate books and records for operations in the City; and
- (c) There has been and will continue to be a high level of cooperation between public, private and neighborhood entities within the jurisdiction of the City; and
- (d) The designation of Global Wafers America as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area in which the enterprise project will be located.

SECTION 4. That the City Council directs and designates its City Manager as the City’s liaison to oversee enterprise projects and communicate with the Office of the Governor Economic Development & Tourism (“EDT”) through the Texas Economic Development Bank (“Bank”) with respect to nominated enterprise projects and to perform the other duties described in Section 2303.204 of the Act. Further, the City Manager is authorized and directed to file an application requesting designation of Global Wafers America as an enterprise project with the Bank, and to execute all documents and agreements necessary to process the application, including that required by Section 2303.4052 of the Act.

SECTION 5. That the enterprise project shall take effect on the date of designation of the enterprise project by the EDT and shall terminate five (5) years from that date.

SECTION 6. That this Ordinance shall take effect from and after its passage as the law and charter provides.

SECTION 7. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 8. 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 9. 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.

INTRODUCED on this the 21st day of November, 2022.

ADOPTED on this the 21st day of November, 2022.

EFFECTIVE DATE on this the 21st day of November, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
ABERNATHY, ROEDER,
BOYD & HULLETT PC

BY: _____
RYAN PITTMAN,
CITY ATTORNEY

Global Wafers America
Enterprise Zone

Enterprise
Zone
Boundary

Property ID

125123

231110

231109

439206

439205

Southeastern Freight Lines

PedEx Ground



Google Earth

1417

1417

1417

1000 ft





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 2.

Meeting Date: 11/21/2022

Prepared By: Jason Jeffcoat, Assistant Police Chief

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6545

Amending Chapter 9 of the Code of Ordinances, entitled "Personnel", Article 9.05, entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, entitled "Authorized Number of Positions", to Revise the Number of Authorized Positions in the Police Department; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer

Issue:

The City Council is required by state law to establish by ordinance the job titles and number of positions in each rank for members of the classified service in the City's Fire and Police Departments.

Background:

The number of allocated positions for each job title in the fire and police departments are set forth below in order of ranking. The City is decreasing the number of Assistant Chiefs in the Police Department by one and increased our Patrolman by one. There is no change in the number of total PD staff. No changes made to Fire Department.

Fire Department Titles	Current No. Positions	Proposed 11/21/2022
Firefighter	54	54
Engineer	15	15
Captain	17	17
Battalion Chief	3	3
Division Chief	3	3
Assistant Chief	1	1
Fire Chief	1	1

Police Department Titles	Current No. Positions	Proposed 11/21/2022
Patrolman	55	56
Corporal	5	5
Sergeant	9	9
Lieutenant	5	5
Assistant Chief - Appointed	3	2
Chief	1	1

Origination:

Zachary Flores, Executive Director of Public Safety

Financial Consideration:

All personnel additions are accounted for in the FY23 budget.

Staff Recommendation:

Staff recommends adopting the proposed ordinance.

Alternatives:

No alternatives are recommended.

Attachments

Ordinance No. 6545

ORDINANCE NO. 6545

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED “PERSONNEL”, ARTICLE 9.05, ENTITLED “CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS”, AT SECTION 9.05.026, ENTITLED “AUTHORIZED NUMBER OF POSITIONS”, TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows:

Sec. 9.05.026 Authorized number of positions

The number of allocated positions for each job title in the fire and police departments are set forth below in order of ranking:

(1) Fire department

<u>Title</u>	<u>No. Positions</u>
Firefighter	54
Engineer	15
Captain	17
Battalion Chief	3
Division Chief	3
Assistant Chief	1
Fire Chief	1

- (a) Active staffing in the “engineer” position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.

- (b) Staffing in the “firefighter” position shall be increased with each occurrence of the number of active “engineer” positions being eliminated until the total number of “engineer” positions meets the number of allocated positions set forth in subsection (1) above.
 - (c) Once the number of active “engineer” positions is reduced to meet the number of allocated positions set forth in subsection (1) above. The number of active “firefighter” positions shall be increased to meet the number of allocated positions set forth in subsection (1) above.
- (2) Police department

<u>Title</u>	<u>No. Positions</u>
Patrolman	55 56
Corporal	5
Sergeant	9
Lieutenant	5
Assistant Chief-Appointed	3 2
Chief	1

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

INTRODUCED this the 21st day of November, 2022.

ADOPTED on this the 21st day of November, 2022.

EFFECTIVE DATE on this the 21st day of November, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
NAME: _____
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 3.

Meeting Date: 11/21/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6546

Accepting and Approving the Amended Project Plan and the Financing Plan for the Sherman Tax Increment Reinvestment Zone, Number Eight (#8); Providing for Findings of Fact

Issue:

To approve Sherman Tax Increment Reinvestment Zone, Number Eight (TIRZ #8) Amended Project and Financing Plans

Background:

The Tax Increment Reinvestment Zone Number Eight (TIRZ #8) Board and the City Council approved the Final Project and Financing Plans for TIRZ #8 at the October 17, 2022, City Council meeting, held in conjunction with the TIRZ #8 Board meeting. The lender for the project has requested an amendment to the plan to include reimbursement to the Municipal Utility District (MUD) for the MUD's issuance of bonds to reimburse the developer. The plan has been amended to include the requested language. No other changes were made.

The TIRZ #8 Board is also meeting on November 21st to discuss the Project and Financing Plans. If approved, the Plans will be recommended for approval of the Council.

The amended plans will take effect on approval by the City Council.

Origination:

Finance Director Mary Lawrence

Financial Consideration:

There is no financial consideration to passing this ordinance.

Staff Recommendation:

The staff recommends approving this Ordinance.

Alternatives:

The City Council could deny this Ordinance or direct that changes be made in the Ordinance or to the project and financing plans.

Attachments

Ordinance No. 6546

TIRZ #8 Amended Project and Financing Plans

ORDINANCE NO. 6546

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING AND APPROVING THE FIRST AMENDMENT TO THE PROJECT PLAN AND THE FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER EIGHT (#8); PROVIDING FOR FINDINGS OF FACT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Council hereby finds and determines that the Board of Directors of the Sherman Tax Increment Reinvestment Zone, Number Eight (#8) presented to the City Council the First Amendment to the Project Plan and a Financing Plan for the Sherman Tax Increment Reinvestment Zone, Number Eight (#8), which the Board finds are feasible and conform to the City's Master Plan and recommends that the City Council accept and approve the Amended Project Plan and Financing Plan as presented, which are attached hereto.

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

INTRODUCED on this the 21st day of November, 2022.

ADOPTED on this the 21st day of November, 2022.

EFFECTIVE DATE on this the 21st day of November, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

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



Project and Financing Plan
Tax Increment Reinvestment Zone #8
First Amendment

November 21, 2022

DESCRIPTION

The City Council of the City of Sherman established Tax Increment Reinvestment Zone #8 (TIRZ #8) by Ordinance 6476 on May 2, 2022. TIRZ #8 is located along U.S. Hwy 82 and between Plainview Road and Travis Street. The base is \$6,548 taxable value for the tax year 2022 and contains about 172 acres. A Project and Financing Plan was approved by the TIRZ #8 Board and the Sherman City Council on October 17, 2022. This amendment updates the plan to include reimbursement to the Municipal Utility District (MUD) for bonds issued to reimburse the Developer for project costs. See Attachments A and B for a parcel list and map of the zone including a site plan. Attachment E is a survey.

The area designated as TIRZ #8 is undeveloped. Gas wells and lines are scattered through various tracts. TIRZ #8 and the adjacent area, designated as TIRZ #9, are part of a Planned Development that is expected to offer a mix of commercial, retail, office, entertainment, and residential opportunities complimented with areas set aside as parks, lakes, and other open space amenities. TIRZ #8 will consist of single-family residential housing while the adjacent Zone #9 will be a mix of commercial, retail, and multi-family. No changes are proposed to the City's zoning ordinances, master plan, or building codes.

The project plan calls for infrastructure and other improvements to be added to the site for residential development. Proposed improvements of about \$58 million include streets, storm sewers, detention ponds, retaining walls, landscaping, utility services, an amenity center and the relocation of the gas lines and wells. Attachment C contains a listing of the estimated construction costs for the first of four phases.

The moneys in the TIRZ Fund shall be paid in the following priority on an annual basis: (i) to the City in an amount equal to the Administrative Expenses incurred operating the TIRZ; (ii) to the County in an amount equal to its Administrative Expenses incurred operating the TIRZ, but only to the extent that the County participates in the TIRZ whatsoever; (iii) to remit the remainder of such monies from the TIRZ Fund to the MUD to pledge as collateral for the MUD's issuance of bonds to reimburse the Developer for its Project Costs actually incurred in designing, constructing, installing and developing the TIRZ Projects and to pay Developer an economic development grant with any remaining increment contributed to the TIRZ Fund or to directly reimburse Developer for eligible projects identified in the adopted Project and Financing Plan for the TIRZ at the request of the MUD. Payment shall be made by the TIRZ Administrator to the MUD upon submission of required documentation by the MUD and approval of the City's TIRZ Administrator. All of the City's and County's Administrative Expenses associated with the TIRZ will be paid in accordance with Chapter 311 of the Texas Tax Code, as amended, and neither the City nor the County will be responsible for payment of such costs.

Apart from the Project costs, the City will construct a sewer line from the TIRZ to an existing sewer line at Cypress Grove Road at an estimated cost of \$750,000. A Municipal Utility District will also fund a portion of the total costs.

The City will contribute 50% (fifty percent) of its maintenance and operations (M&O) property tax rate and the County will contribute 50% (fifty percent) of its tax rate that is allocated to the general fund to the Tax Increment Reinvestment Zone Fund. No other taxing entities will participate.

No persons will be displaced as a result of implementing the plan.

The Feasibility Study in Attachment F finds the project is feasible.

DEVELOPMENT PLAN

The project will be constructed in four phases. This update is for Phase I. Development is expected to begin in 2023 with a six to ten year build-out.

ESTIMATED BONDED INDEBTEDNESS

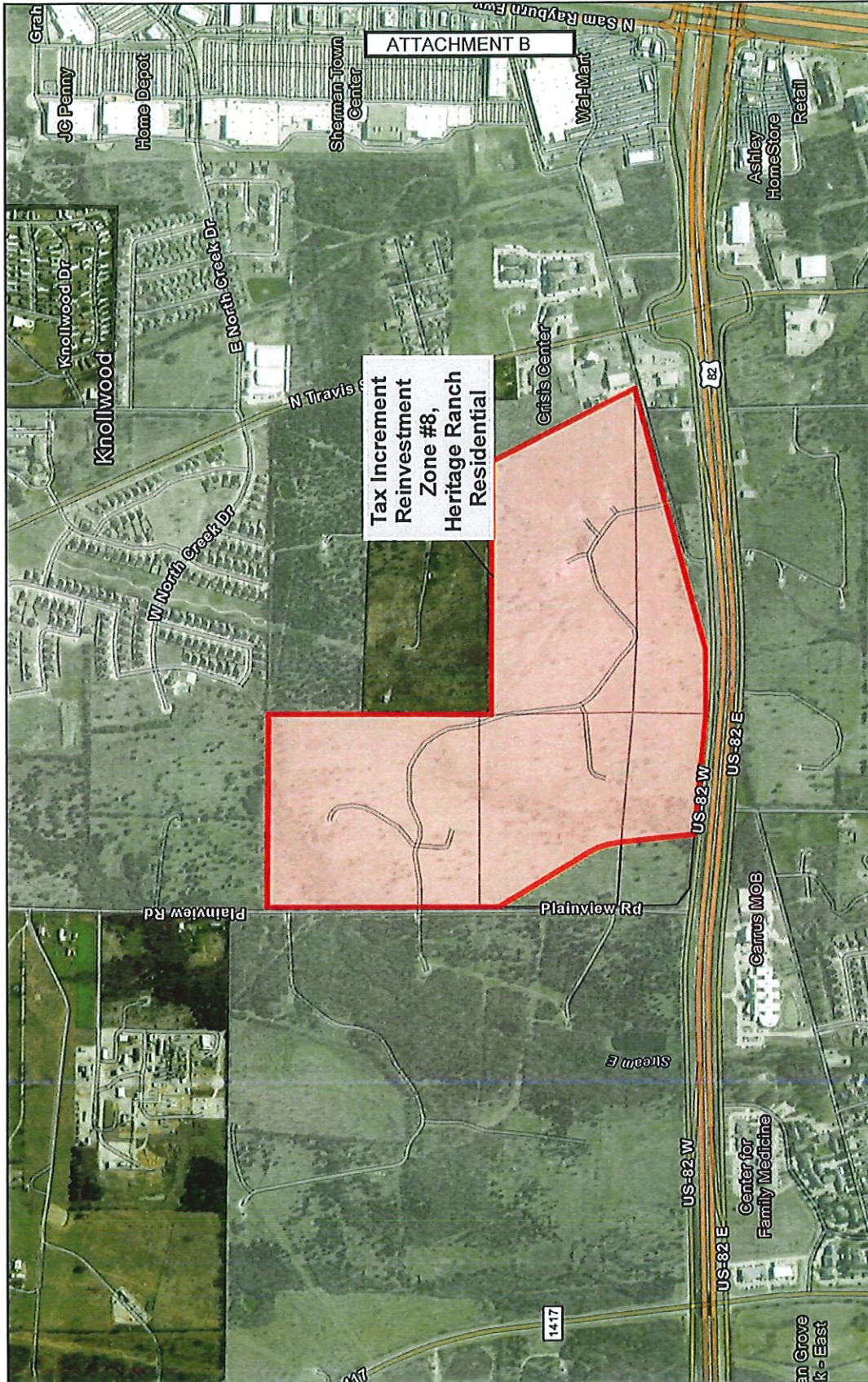
The City does not have any plans to issue debt. The City's share of the cost of improvements will be funded solely up to the amount of increment generated by the Zone.

DURATION

The Zone will terminate in 25 years in accordance with Article IV of the Master Development Agreement between the City and RCICD Heritage Ranch LLC (Assigned by TPJ Properties, LTD on February 21, 2022).

City of Sherman
Tax Increment Reinvestment Zone #8
PARCEL LIST
Attachment A

Parcel ID	Owner	Total Acreage	Assessed Value	Improvements Value	Exempt Property	Acreage in TIRZ	Taxable Value in TIRZ
118818	RCICD Heritage Ranch LLC	93.62	\$ 2,715	-	-	93.62	\$ 2,715
443651	RCICD Heritage Ranch LLC	1.32	\$ 1,613	-	-	1.32	\$ 1,613
118643	TPJ Properties LTD	76.57	2,220	-	-	76.57	\$ 2,220
		171.52	\$ 6,548	-	-	171.52	\$ 6,548

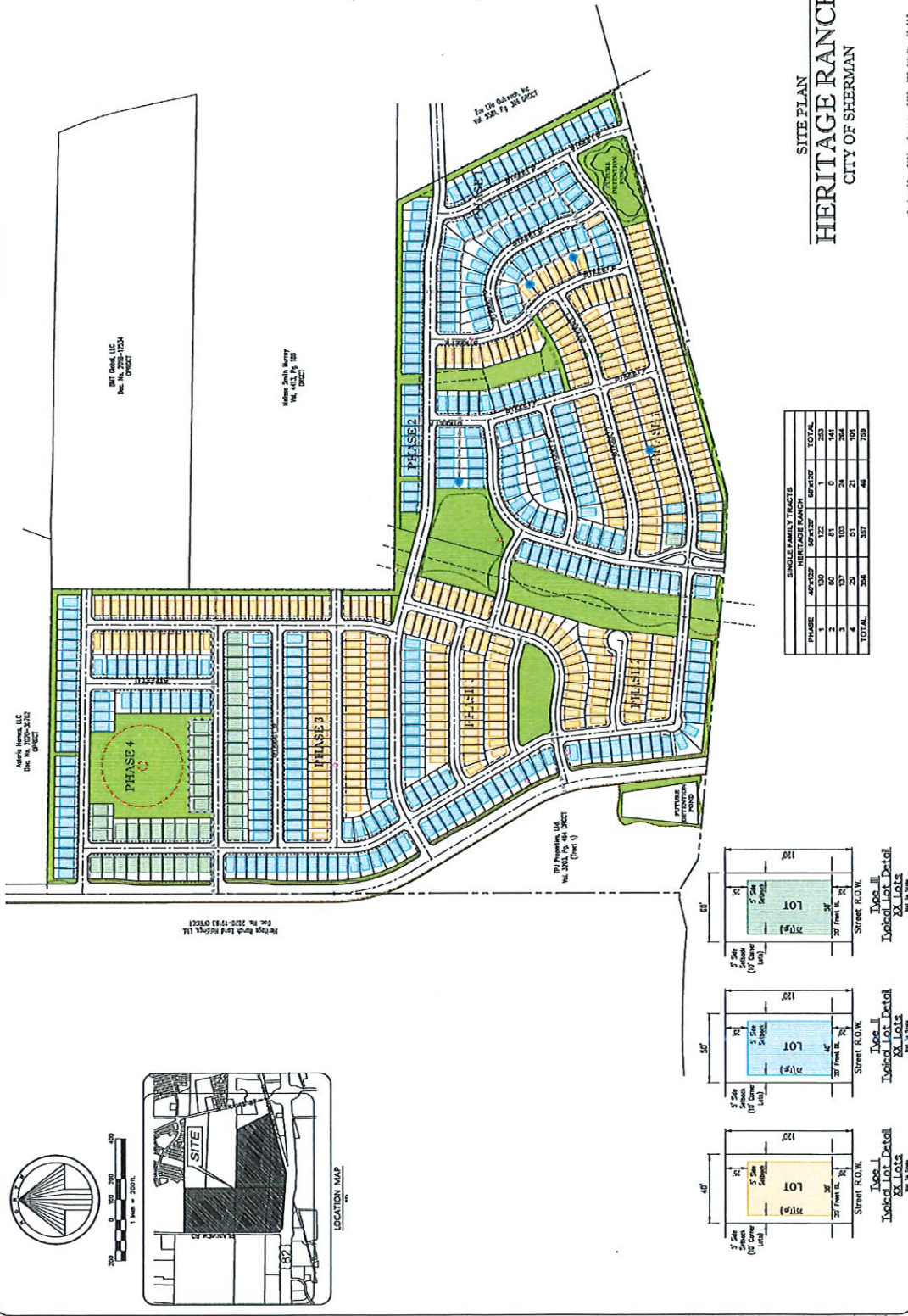


4/27/2022

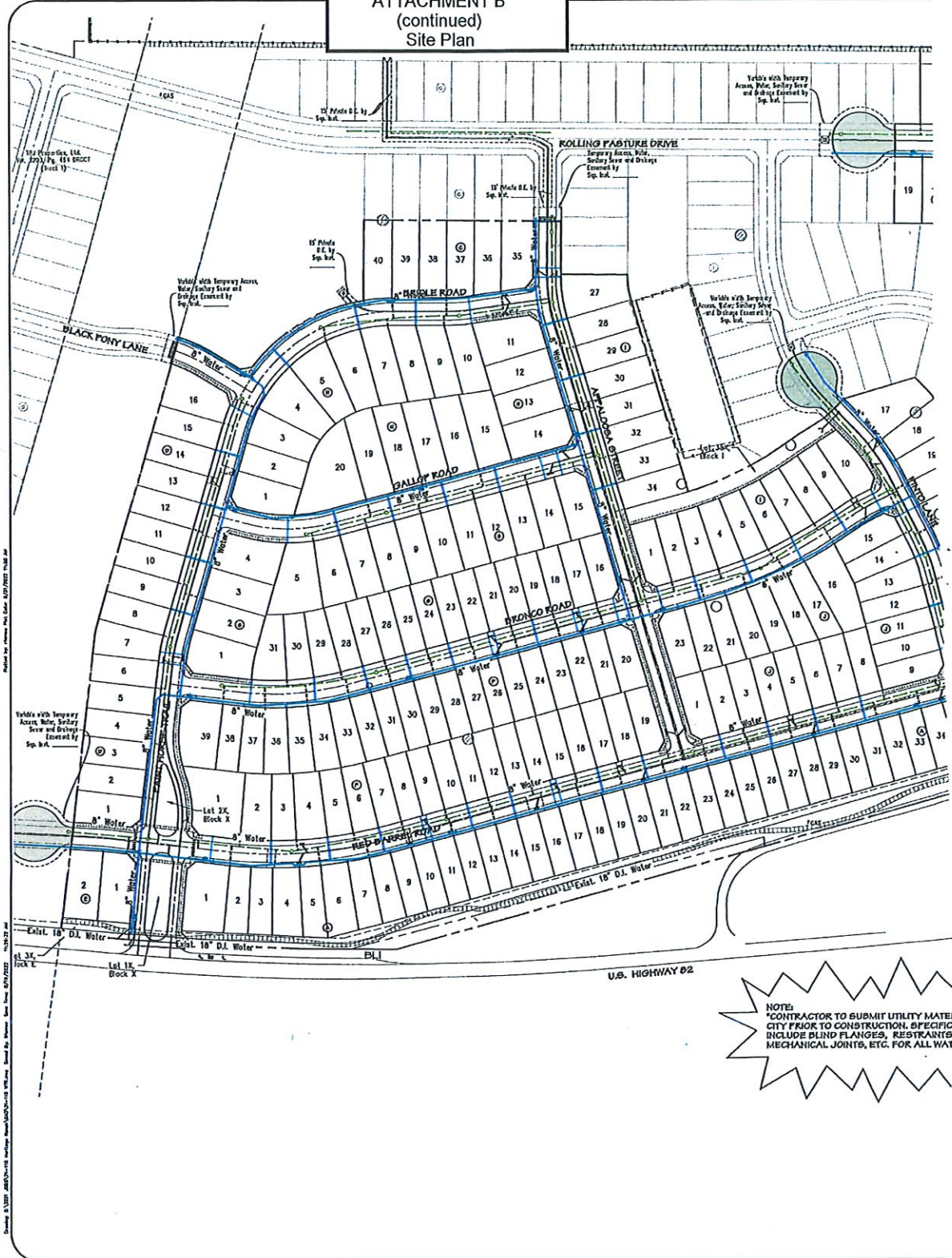
ATTACHMENT B (continued)

SITE PLAN HERITAGE RANCH CITY OF SHERMAN

Scale: 1" = 200' January, 2022 SHE Job No. 24-112



ATTACHMENT B (continued) Site Plan



ATTACHMENT B
(continued)
Site Plan

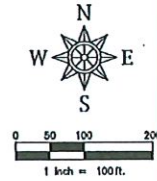
Rolling Pasture Drive
K. Johnson Drive
Road Drive
West Canyon Drive Road
Northrup Street

Lot 18, Block B
Lot 19, Block B
Lot 416, Block X
6435 Ac. Grange & Garden Exposed

8' Water
12' W.E.
12' W.E.

0 50 100 200
1 inch = 100 ft.

N
W
E
S



SPIARS
ENGINEERING & SURVEYING

765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TELE No F-4121 • TEL's No F-10043100 • www.spiarseng.com



HERITAGE RANCH PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

OVERALL WATER & SANITARY SEWER PLAN

1. All Materials and Construction Shall Be in Accordance With The City of Sherman Standard Specifications and Construction Standards, and To The Regulations of The Texas Commission on Environmental Quality.
2. Existing Utilities Are Shown Schematically and Are for The Contractor's Guidance Only. The Location, Depth, Location of Existing Utilities are Shown On These Plans are Based On Records of The Various Utility Companies, and, Where Possible, Measurements Taken In The Field. The Contractor Must Call The Appropriate Utility Company At Least 72 Hours Prior To Any Excavation To Request Exact Field Location of Utilities.
3. The Contractor Shall Be Responsible For Protecting All Existing Improvements In The Construction Of This Project. The Contractor Is Responsible For Repairs Of Damage To Any Existing Improvements During Construction. Repairs Shall Be Equal To Or Better Than Condition Prior To Construction.
4. All Sewer Lines Shall Be PVC 30R-35 Inches Otherwise Noted on Sewer Plans.
5. All Water Line Fillets Shall Have Concrete Paving Backing In Addition To Mechanical Joint Restraints.
6. Manhole Rims To Be Set Flush With Pavement Or 1" to 4" Above Grade In Non-Paved Areas.
7. All Water Pipes 8" And Larger Shall Be Class 150 DR 18 PVC Water Pipes, Conforming To AWWA C900 Standards.
8. Contractor Shall Be Responsible For Maintaining Traffic Safety Requirements In Accordance With The Latest Standards Of O.S.H.A., Or Any Other Agency Having Authority For Excavation And Traffic Accidents. Contractor Shall Provide And Implement A Traffic Safety Plan Complying With O.S.H.A.
9. All Sewer Structures To Be Per City Of Sherman SD-30002 & SD-WNB.
10. Contractor Shall NOT Locate Water Valves Within DFRs (Driveway Fire Ramps). Adjust as Necessary.

- Legend**
-  Proposed Water Line and Fittings
 -  Proposed Sanitary Sewer and Manholes
 -  Proposed Fire Hydrants
 -  Proposed Water Service
 -  Proposed Sanitary Lateral
 -  Proposed Storm Sewer and Inlets
 -  Exst. Water Line and Fittings
 -  Exst. Sanitary Sewer and Manholes
 -  Exst. Fire Hydrants
 -  Exst. Storm Sewer and Inlets

Benchmark 1
Being a "WAO" Nail with fletcher in the centerline of West
Grow Road 195 feet north of it's intersection with the north
line of State Highway 82.
N=7,296,090.94
E=2,539,335.00
Elevation = 605.71

Benchmark 2
Being a "WAO" Nail in the centerline of West Grow Road at
the southeast corner of the subject tract.
N=7,296,422.96
E=2,540,574.49
Elevation = 784.30

VALUES TO ATTACH TO "FREE NODES."

[illegible]

City of Sherman
Tax Increment Reinvestment Zone #8
CONSTRUCTION COSTS
Attachment C

Description			
	Phase I	Subsequent Phases	Total
Project Costs			
Public Infrastructure			
Erosion control	\$ 117,000	\$ 233,041	\$ 350,041
Excavation	2,500,000	888,450	3,388,450
Paving	2,785,886	5,655,314	8,441,200
Water line and fittings	1,275,499	3,020,594	4,296,093
Sanitary Sewer and manholes	1,260,480	3,098,720	4,359,200
Storm Sewer	1,830,322	5,591,142	7,421,464
Street Signs	-	32,500	32,500
Stop Signs	-	60,450	60,450
Landscape/Hardscape/Amenity Center	300,000	1,448,500	1,748,500
Dentention Ponds	-	390,000	390,000
Retaining Walls	-	864,500	864,500
Engineering/Administrative/Review Costs	-	3,457,872	3,457,872
Performance and Payment Bonds	94,903	-	94,903
Inspection Fees	286,087	-	286,087
Total Project Costs	\$10,450,177	\$24,741,083	\$35,191,260
Non-project Costs			
Erosion Control	\$ 117,000	\$ 233,041	\$ 350,041
Excavation	2,500,000	888,450	3,388,450
Franchise Utility (Gas/Electric/Fiber) Service	-	2,173,600	2,173,600
Streetlights	-	512,200	512,200
Mailboxes	-	266,760	266,760
Amenity Center	-	3,497,000	3,497,000
Retaining Walls	-	2,593,500	2,593,500
Relocation of Gatherlines/Wells	-	1,750,000	1,750,000
Engineering/Administrative/Review Costs	-	3,838,862	3,838,862
Financing Costs	-	4,031,522	4,031,522
Total Non-project Costs	2,617,000	19,784,935	22,401,935
Total Costs	\$13,067,177	\$44,526,018	\$57,593,195

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Paving

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1	6" 4000 psi reinforced concrete pavement	30,330	SY	\$ 45.80	\$1,389,114.00
2	7" 4000 psi reinforced concrete pavement	4,008	SY	\$ 53.30	\$213,626.40
3	6" lime stabilized subgrade	39,226	SY	\$ 5.00	\$196,130.00
4	Hydrated lime (30LB/SY)	588	TON	\$ 260.00	\$152,880.00
5	6" flexbase subgrade	245	SY	\$ 35.50	\$8,697.50
6	3" Type C HMA Seal Coat Prime Coat on 12" Flex Base	875	SY	\$ 195.00	\$170,625.00
7	Temporary Asphalt Pavement Per City of Sherman Std. Detail SD-P07	2,888	SY	\$ 83.40	\$240,859.20
8	Sawcut, Remove, and Dispose of Existing Curb and Gutter	330	LF	\$ 15.00	\$4,950.00
9	Remove and Dispose of Existing Street Barricade	1	EA	\$ 400.00	\$400.00
10	Match Existing Concrete Pavement	362	LF	\$ 15.00	\$5,430.00
11	Street Barricade	2	EA	\$ 2,640.00	\$5,280.00
12	Bi-Directional Barrier Free Ramps	8	EA	\$ 3,200.00	\$25,600.00
13	Directional Barrier Free Ramps	36	EA	\$ 2,540.00	\$91,440.00
14	Mid-Block Barrier Free Ramps	2	EA	\$ 2,450.00	\$4,900.00
15	5' Wide, 4" Thick Reinforced Concrete Sidewalk	29,075	SF	\$ 7.40	\$215,155.00
16	Remove and Dispose of Street Sign assemblies	1	EA	\$ 600.00	\$600.00

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Paving

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
17	Remove and Replace Street Sign assemblies	1	EA	\$ 1,000.00	\$1,000.00
18	Install Street Sign assemblies	18	EA	\$ 460.00	\$8,280.00
19	Install Speed Limit Signs	3	EA	\$ 500.00	\$1,500.00
20	Install Stop Sign assemblies	20	EA	\$ 120.00	\$2,400.00
21	Keep Right Sign	1	EA	\$ 460.00	\$460.00
22	Left and Right Only Sign	1	EA	\$ 460.00	\$460.00
23	Pedestrian Crossing Sign with Rapid Flashing Beacon	2	EA	\$ 11,900.00	\$23,800.00
24	Pedestrian Crosswalk Striping	9	EA	\$ 1,180.00	\$10,620.00
25	4" Double Yellow Centerline	48	LF	\$ 3.30	\$158.40
26	8" White Solid Line	200	LF	\$ 3.30	\$660.00
27	Stop Bar	5	EA	\$ 420.00	\$2,100.00
28	White Thermoplastic Lane Arrow	4	EA	\$ 390.00	\$1,560.00
29	White Thermoplastic "ONLY" Markings	3	EA	\$ 400.00	\$1,200.00
30	Traffic Control	1	LS	\$ 6,000.00	\$6,000.00
			TOTAL PAVING		\$2,785,885.50

PP&M Bond \$37,500.00

TOTAL CONTRACT AMOUNT \$2,823,385.50
TOTAL CONSTRUCTION COST PAVING \$2,785,885.50

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Storm Sewer

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1	18" Class III RCP with trench, embedment, backfill and compaction (PUBLIC).	2,048	LF	\$ 90.17	\$184,668.16
2*	18" Class III RCP with trench, embedment, backfill and compaction (PRIVATE).	10	LF	\$ 90.17	\$901.70
3	21" Class III RCP with trench, embedment, backfill and compaction.	1,017	LF	\$ 94.41	\$96,014.97
4	24" Class III RCP with trench, embedment, backfill and compaction (PUBLIC).	1,261	LF	\$ 103.14	\$130,059.54
5*	24" Class III RCP with trench, embedment, backfill and compaction (PRIVATE).	141	LF	\$ 103.14	\$14,542.74
6	27" Class III RCP with trench, embedment, backfill and compaction (PUBLIC).	1,451	LF	\$ 110.33	\$160,088.83
7	30" Class III RCP with trench, embedment, backfill and compaction.	521	LF	\$ 119.90	\$62,467.90
8	33" Class III RCP with trench, embedment, backfill and compaction.	741	LF	\$ 133.97	\$99,271.77
9	36" Class III RCP with trench, embedment, backfill and compaction.	290	LF	\$ 150.98	\$43,784.20
10	42" Class III RCP with trench, embedment, backfill and compaction.	344	LF	\$ 183.10	\$62,986.40
11	48" Class III RCP with trench, embedment, backfill and compaction.	290	LF	\$ 218.38	\$63,330.20
12	54" Class III RCP with trench, embedment, backfill and compaction.	526	LF	\$ 255.71	\$134,503.46
13	60" Class III RCP with trench, embedment, backfill and compaction.	384	LF	\$ 299.07	\$114,842.88
14	4'x3' Class III RCB with trench, embedment, backfill and compaction.	116	LF	\$ 252.38	\$29,276.08
15	8' Standard reinforced concrete curb inlet	25	EA	\$ 5,827.30	\$145,682.50

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Storm Sewer

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
16	10' Standard reinforced concrete curb inlet	22	EA	\$ 6,395.90	\$140,709.80
17	12' Standard reinforced concrete curb inlet	12	EA	\$ 8,459.40	\$101,512.80
18	4' Storm Manhole	9	EA	\$ 5,965.00	\$53,685.00
19	5' Storm Manhole	3	EA	\$ 8,292.00	\$24,876.00
20	6' Storm Manhole	3	EA	\$ 9,460.00	\$28,380.00
21	18" Plug	2	EA	\$ 905.90	\$1,811.80
22	18" Type B Headwall (PUBLIC)	1	EA	\$ 2,305.75	\$2,305.75
23*	18" Type B Headwall (PRIVATE)	1	EA	\$ 2,305.75	\$2,305.75
24*	24" Type B Headwall (PRIVATE)	1	EA	\$ 2,600.00	\$2,600.00
25	27" Type B Headwall	1	EA	\$ 3,122.05	\$3,122.05
26	42" Headwall Flush with Retaining Wall	1	EA	\$ 4,662.40	\$4,662.40
27	60" Headwall Flush with Retaining Wall	1	EA	\$ 6,194.10	\$6,194.10
28	18" TxDOT PSET-SP Headwall with Safety End Treatment	10	EA	\$ 2,400.00	\$24,000.00
29	42" TxDOT PSET-SP Headwall with Safety End Treatment	1	EA	\$ 4,750.00	\$4,750.00
30	4'x3' TxDOT Set B-SW-0 Headwall with Safety End Treatment	1	EA	\$ 4,700.00	\$4,700.00
31*	Detention Pond Outfall Structure	1	EA	\$ 12,440.00	\$12,440.00
32	3'x3' Drop Inlet (PUBLIC)	2	EA	\$ 4,965.10	\$9,930.20
33*	3'x3' Drop Inlet (PRIVATE)	1	EA	\$ 4,965.10	\$4,965.10
34	4'x4' Drop Inlet	2	EA	\$ 5,634.60	\$11,269.20

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Storm Sewer

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
35	6"-12" Rock rip rap	436	SY	\$ 98.00	\$42,728.00
36	18" Rock rip rap	16	SY	\$ 100.00	\$1,600.00
37	Trench Safety Plans and Program for Open Ditch Excavation	9,140	LF	\$ 1.90	\$17,366.00
38	Storm Sewer Line Testing	9,140	LF	\$ 2.16	\$19,742.40
			TOTAL STORM SEWER		\$1,830,322.39

**Not included in Value of Construction or Inspection Fees*

\$37,755.29

Total Construction Cost Storm Sewer

\$1,830,322.39

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Sanitary Sewer

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1	8" PVC SDR35 sanitary sewer pipe with trench, embedment, backfill, and compaction.	8,507	LF	\$ 70.20	\$597,191.40
2	8" PVC SDR26 sanitary sewer pipe with trench, embedment, backfill, and compaction.	771	LF	\$ 79.13	\$61,009.23
3	8" 150 p.s.i. pressure class pipe per TCEQ 217.53(d)(7)(A)	20	LF	\$ 83.76	\$1,675.20
4	20 linear feet of Cement Stabilized Sand Backfill per TCEQ 217.53(d)(7)(B)	10	EA	\$ 425.00	\$4,250.00
5	4' Diameter standard manhole	42	EA	\$ 7,800.00	\$327,600.00
6	Connect to Existing 4' Diameter standard manhole	1	EA	\$ 1,812.25	\$1,812.25
7	8" Sewer Plug	5	EA	\$ 125.00	\$625.00
8	4" PVC Sanitary Sewer Services	253	EA	\$ 807.39	\$204,269.67
9	Open Cut Existing Driveway and Restore Pavement to Pre-Project Conditions	80	LF	\$ 205.00	\$16,400.00
10	Trench Safety	9,278	LF	\$ 1.86	\$17,257.08
11	Sanitary sewer line testing	9,278	LF	\$ 3.06	\$28,390.68
			TOTAL SANITARY SEWER		\$1,260,480.51

Total Construction Cost Sewer

\$1,260,480.51

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Water

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1	8" PVC (DR18) water	10,103	LF	\$ 51.45	\$519,799.35
2	18" PVC (DR18) water	100	LF	\$ 197.50	\$19,750.00
3	Steel Encasement for 18" PVC	31	LF	\$ 296.83	\$9,201.73
4	6" Gate Valve and box	23	EA	\$ 1,650.35	\$37,958.05
5	8" Gate Valve and box	43	EA	\$ 2,539.85	\$109,213.55
6	18" Gate Valve and box	1	EA	\$ 19,494.00	\$19,494.00
7	18"x8" Tapping Sleeve	1	EA	\$ 7,683.75	\$7,683.75
8	1" Water Service & meter box.	253	EA	\$ 974.19	\$246,470.07
9	Fire Hydrant	22	EA	\$ 6,830.60	\$150,273.20
10	Ductile Iron Fittings	6.90	TON	\$ 12,510.75	\$86,324.18
11	Concrete Blocking	1	LS	\$ 5,252.25	\$5,252.25
12	Remove Existing Plug and Connect to Existing 6" Water Line	1	EA	\$ 1,002.25	\$1,002.25
13	Remove Existing 18" DI Water Line	100	LF	\$ 36.01	\$3,601.00
14	Remove Existing Fire Hydrant	1	EA	\$ 1,305.05	\$1,305.05
15	Open-Cut, Install water Line and Restore Pavement to Pre-Project Conditions	90	LF	\$ 232.55	\$20,929.50
16	Trench Safety Plans and Program for Open Ditch Excavation	10,203	LF	\$ 1.86	\$18,977.58
17	Water Line Chlorination and Testing complete for the sum of:	10,203	LF	\$ 1.79	\$18,263.37
			TOTAL WATER		\$1,275,498.88

PP&M Bond
Total Construction Cost Water

\$57,402.78
\$1,275,498.88

City of Sherman
Tax Increment Reinvestment Zone #8
PROJECT COSTS
Attachment D

Fiscal Year	Capital Outlay	Total
2024	-	-
2025	19,000	19,000
2026	136,000	136,000
2027	253,000	253,000
2028	370,000	370,000
2029	487,000	487,000
2030	583,000	583,000
2031	584,000	584,000
2032	584,000	584,000
2033	584,000	584,000
2034	584,000	584,000
2035	584,000	584,000
2036	583,000	583,000
2037	584,000	584,000
2038	584,000	584,000
2039	584,000	584,000
2040	584,000	584,000
2041	584,000	584,000
2042	584,000	584,000
2043	583,000	583,000
2044	584,000	584,000
2045	584,000	584,000
2046	584,000	584,000
2047	584,000	584,000
2048	584,000	584,000
	<u>\$ 12,358,000</u>	<u>\$ 12,358,000</u>

Tax Increment Reinvestment Zone #8

Attachment E

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J. Jennings Survey, Abstract No. 657, and the U. Burns Survey, Abstract No. 121, City of Sherman, Grayson County, Texas, being all of Tract 1, conveyed to TPJ Properties, Ltd., by deed recorded in Volume 3203, Page 464 of the Deed Records, Grayson County, Texas (DRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a concrete nail found in Canyon Grove Road, a public road, for the southwest corner of a tract conveyed to Zoe Life Outreach, Inc., recorded in Volume 5581, Page 396 DRGCT, for the southeast corner of Tract 1;

THENCE S 74°34'26" W, 1286.18 feet along said road to a MAG nail with a flasher found for the intersection of said road with the north line of U.S. Highway 82, a variable width public right-of-way;

THENCE along the north line thereof, the following:

N 03°25'22" W, 17.20 feet;

S 75°01'01" W, 778.89 feet to a concrete monument found;

Around a non-tangent curve to the right having a central angle of 04°45'50", a radius of 5579.68 feet, a chord of N 87°05'05" W - 463.79 feet, an arc length of 463.93 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 84°42'10" W, 916.60 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE departing said right-of-way, the following:

N 06°19'24" W, 542.26 feet;

A tangent curve to the left having a central angle of $24^{\circ}29'33''$, a radius of 790.00 feet, a chord of $N\ 18^{\circ}34'10''\ W$ - 335.14 feet, an arc length of 337.70 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$N\ 30^{\circ}48'56''\ W$, 654.89 feet;

And a tangent curve to the right having a central angle of $12^{\circ}30'21''$, a radius of 851.00 feet, a chord of $N\ 24^{\circ}33'46''\ W$ - 185.38 feet, an arc length of 185.75 feet to a point in Plainview Road, a public road;

THENCE $N\ 00^{\circ}01'05''\ W$, 1664.00 feet along Plainview Road to a 60d nail found for the southwest corner of a tract conveyed to Astoria Homes, LLC, recorded in Document No. 2020-30762, Official Public Records, Grayson County, Texas (OPRGCT);

THENCE $S\ 89^{\circ}06'19''\ E$, 1495.28 feet along the south line thereof to a point for the northwest corner of a tract conveyed to BMT Global, LLC, recorded in Document No. 2018-12534 OPRGCT, from which a 60d nail found bears $S\ 10^{\circ}07'33''\ E$, 3.63 feet;

THENCE $S\ 00^{\circ}19'22''\ W$, 1688.82 feet along the west line thereof, and of a tract conveyed to Melissa Smith Murray, recorded in Volume 4413, Page 186 DRGCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southwest corner thereof;

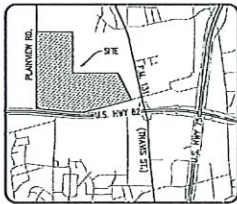
THENCE $S\ 89^{\circ}27'10''\ E$, 1908.49 feet along the south line of said Murray tract to a 60d nail found for the northwest corner of said Zoe Life Outreach tract;

THENCE $S\ 26^{\circ}41'36''\ E$, 1234.81 feet along the west line thereof to the POINT OF BEGINNING with the subject tract containing 7,471,223 square feet or 171.516 acres of land.



1 inch = 200 ft.

Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North American
Datum of 1983. Adjustment
Realization 2011.



LOCATION MAP
1" = 3000'

Astoria Homes, LLC
Doc. No. 2020-30762
OPRGCT

BUT Global, LLC
Doc. No. 2018-12534
OPRGCT

Malissa Smith Murray
Vol. 4413, Pg. 186
DRGCT

171,516 Acres
(7,471,223 S.F.)

TPJ Properties, Ltd.
Vol. 3203, Pg. 464 DRGCT
(Tract 1)

U. BURNS SURVEY
ABSTRACT NO. 121

J. JENNINGS SU
ABSTRACT NO.

SURVEY NOTES:

Zoning - Planned Development (PD)
(setbacks to be determined when plotting)

With regard to Table A, item 11, source information from above ground markings, when available, will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

There is no observed evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

The surveyor is not aware of any proposed changes in street right of way lines and did not observe any evidence of recent street or sidewalk construction or repairs in the process of conducting the fieldwork.

There are no gaps, strips, or gores, and that the legal description presented in the survey mathematically closes.

LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP
○	STANDARD "SPARKING" SET, UNLESS OTHERWISE NOTED
⊕	IRON ROD FOUND
⊕	CUTTING FOR ROD FOUND
⊕	POWER POLE
⊕	SAN. SENS. MANNHOLE
⊕	GUY WIRE ANCHOR
⊕	SPONGE
⊕	FIRE HYDRANT
⊕	GAS METER
⊕	UNDERGROUND ELECTRIC LINE MARKER
⊕	UNDERGROUND CABLE MARKER
⊕	GAS TEST LEAD
⊕	GAS METER
⊕	PRIMER VALVE
⊕	BURIED WIRE FENCE
⊕	OVERHEAD POWER LINE
⊕	CONTROL MONUMENT

U.S. HIGHWAY 82
var. with public ROW

BEING a tract of land situated in the J. Jennings Survey, Abstract No. 657, and the U. Burns Survey, Abstract No. 121, City of Sherman, Grayson County, Texas, being all of Tract 1, conveyed to TPJ Properties, Ltd., by deed recorded in Volume 3203, Page 464 of the Deed Records, Grayson County, Texas (DRGCT), with the subject tract being more particularly described as follows:

THENCE S 74°34'26" W, 1286.18 feet along said road to a MAG nail with a flasher found for the intersection of said road with the north line of U.S. Highway 82, a variable width public right-of-way;

N 03°25'22" W, 17.20 feet;

S 75°01'01" W, 778.89 feet to a concrete monument found;

Around a non-tangent curve to the right having a central angle of 04°45'50", a radius of 5579.68 feet, a chord of N 87°05'05" W - 463.79 feet, on arc length of 463.93 feet to a 1/2" iron rod with plastic cap stamped "SPARSENG" set;

And N 84°42'10" W, 916.60 feet to a 1/2" iron rod with plastic cap stamped "SPARSENG" set;

THENCE departing said right-of-way, the following:

N 05°19'24" W, 542.26 feet:

A tangent curve to the left having a central angle of 24°29'33", a radius of 750.00 feet, a chord of N 18°34'10" W - 335.14 feet, an arc length of 337.70 feet to a 1/2" iron rod with plastic cap stamped "SPARSENG" set;

N 3048'55" W. 654.89 feet

And a tangent curve to the right having a central angle of 12°30'21", a radius of 851.00 feet, a chord of N 24°33'46" W - 185.38 feet, an arc length of 185.75 feet to a point in Plainview Road, a public road;

THENCE N 00°01'05" W, 1664.00 feet along Plainview Road to a 60d nail found for the southwest corner of a tract conveyed to Astoria Homes, LLC, recorded in Document No. 2020-30762, Official Public Records, Grayson County, Texas (OPRGCI);

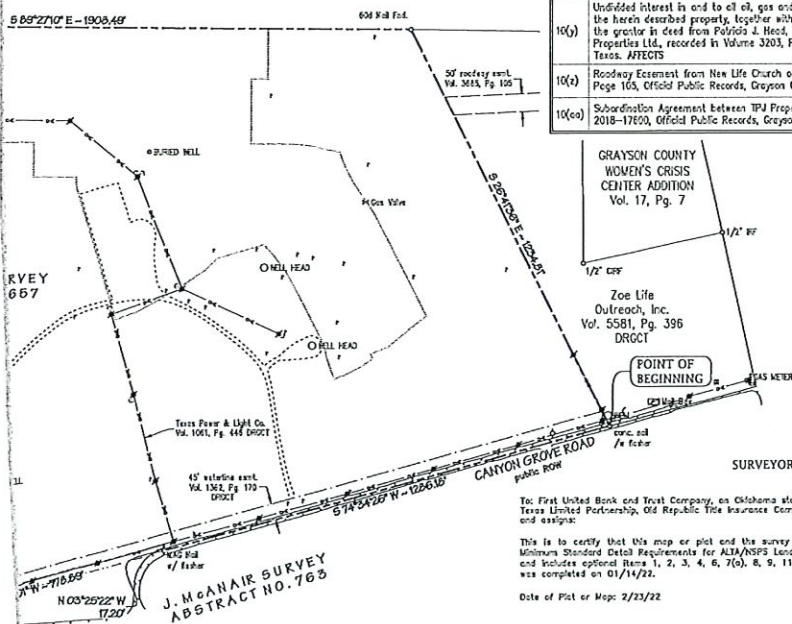
THENCE S 89°06'19" E, 1495.28 feet along the south line thereof to a point for the northwest corner of a tract conveyed to BMT Global, LLC, recorded in Document No. 2018-12534 CPRGCT, from which a 60d nail found bears S 10°07'33" E, 3.63 feet;

THENCE S 00°19'22" W, 1688.82 feet along the west line thereof, and of a tract conveyed to Melissa Smith Murray, recorded in Volume 4413, Page 186 DRGCT, to a 1/2" iron rod with plastic cap stamped "SPARSENG" set for the southwest corner thereof;

THENCE S 89°27'10" E, 1508.49 feet along the south line of said Murray tract to a 50d nail found for the northwest corner of said Zoe Life Outreach tract;

THENCE S 26°41'36" E, 1234.81 feet along the west line thereof to the POINT OF BEGINNING with the subject tract containing 7,471,223 square feet or 171.516 acres of land.

The foregoing legal description describes the same property as shown in the vesting deed, recorded at _____ and is the same property described in Schedule A of the commitment no. 41782 bearing a effective date of 12/16/2021 as prepared by Old Republic National Title Insurance Company.



Donna K. Brown, RPLS 5252

No part of the subject land is located in a 100-year Flood Plain or in an Identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 48181C0270F & 48181C0280F, effective 03/28/2010. The property is located in Zone "X" (areas determined to be outside the 100-year floodplain).

Old Republic National Title Insurance Company, G.F. No. 47182, Effective 12/16/2021

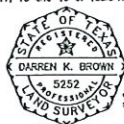
	estatement granted to the Standard Oil Company of Texas, recorded in Volume 816, Page 212, Official Public Records, Grayson County, Texas. AFFECTS; UNABLE TO FLOT
(10c)	estatement granted to the Standard Oil Company of Texas, recorded in Volume 862, Page 365, Official Public Records, Grayson County, Texas. AFFECTS; UNABLE TO FLOT
(10c)	estatement granted to the Standard Oil Company of Texas, recorded in Volume 877, Page 229, Official Public Records, Grayson County, Texas. AFFECTS; UNABLE TO FLOT
(10c)	estatement granted Lone Star Gas, recorded in Volume 941, Page 238, Official Public Records Grayson County, Texas. AFFECTS; UNABLE TO FLOT
(10e)	estatement granted to the Standard Oil Company of Texas, recorded in Volume 934, Page 350, Official Public Records, Grayson County, Texas. DOES NOT AFFECT
(10b)	estatement granted to the Standard Oil Company of Texas, recorded in Volume 994, Page 328, Official Public Records, Grayson County, Texas. DOES NOT AFFECT
(10c)	estatement granted to Texas Power & Light Company of Dallas, Texas, recorded in Volume 1091, Page 445, Official Public Records, Grayson County, Texas. AFFECTS AS SHOWN
(10d)	estatement granted to Kesh Industries, Inc., recorded in Volume 1132, Page 651, Official Public Records, Grayson County, Texas. AFFECTS; UNABLE TO FLOT
(10q)	Conveyance, Assignments and Bill of Sales by and between Kesh Pipeline Company, L.P. and EOTI Energy Operating Limited Partnership, recorded in Volume 2818, Page 803, 825, and 857, Official Public Records, Grayson County, Texas. AFFECTS
(10c)	estatement granted to the City of Sherman, recorded in Volume 1362, Page 167, Official Public Records, Grayson County, Texas. DOES NOT AFFECT
(10m)	estatement granted to the City of Sherman, recorded in Volume 1362, Page 170, Official Public Records, Grayson County, Texas. AFFECTS AS SHOWN
(10c)	estatement granted to Ensrach Corporation, recorded in Volume 1365, Page 575, Official Public Records, Grayson County, Texas. AFFECTS AS SHOWN
(10c)	estatement granted to Ensrach Corporation, recorded in Volume 1433, Page 188, Official Public Records, Grayson County, Texas. DOES NOT AFFECT
(10g)	estatement granted to Burk Royalty Co., recorded in Volume 1423, Page 637, Official Public Records, Grayson County, Texas. AFFECTS AS SHOWN
(10c)	estatement granted to Texas Power & Light Company of Dallas, Texas, recorded in Volume 1618, Page 137, Official Public Records, Grayson County, Texas. DOES NOT AFFECT
(10c)	estatement granted to Chevron U.S.A., Inc., recorded in Volume 1855, Page 578, Official Public Records, Grayson County, Texas. AFFECTS AS SHOWN
(10c)	estatement granted to Chevron U.S.A., Inc., recorded in Volume 1855, Page 592, Official Public Records, Grayson County, Texas. AFFECTS AS SHOWN
(10f)	Certain Easements affecting portion of property adjacent to U.S. Highway 82 recorded in Volume 1055, Page 502, Official Public Records, Grayson County, Texas. AFFECTS AS SHOWN
(10v)	Oil, Gas, and Mineral Interests recorded in Volume 477, Page 505; Volume 475, Page 565; amended by Volume 1414, Page 474 and Volume 1496, Page 520 of the Official Public Records, Grayson County, Texas, and all rights incident thereto. AFFECTS
(10c)	Conveyance of an undivided interest in and to the oil, gas and other minerals under the Will of James S. Rifeburg as shown in Volume 2697, Page 60, Official Public Records, Grayson County, Texas. AFFECTS
(10w)	Deed to Texas Power and Light Company for H-Franchise Transmission Lines recorded in Volume 1254, Page 438, Official Public Records, Grayson County, Texas. DOES NOT AFFECT
	Undivided interest in and to oil, gas and other minerals in, on, under or that may be produced from the herein described property together with the rights relating thereto, express or implied, reserved unto the grantor in deed from John H. Becker, Jr. Trustee and Amy H. Fenwill, Co-Trustees of the High L. Head, Jr. Revocable Trust, to IPJ Properties Ltd., recorded in Volume 3203, Page 454, Official Public Records, Grayson County, Texas. AFFECTS
(10j)	Undivided interest in and to oil, gas and other minerals in, on, under or that may be produced from the herein described property together with the rights relating thereto, express or implied, reserved unto the grantor in deed from J. Head, Co-Trustees of the High L. Head, Jr. Revocable Trust to IPJ Properties Ltd., recorded in Volume 3203, Page 458, of the Official Public Records of Grayson County, Texas. AFFECTS
(10z)	Roadway Easement from New Life Church of Sherman to IPJ Properties, Ltd. recorded in Volume 3655, Page 103, Official Public Records, Grayson County, Texas. DOES NOT AFFECT
(10co)	Subordination Agreement between IPJ Properties, Ltd. and Lucy & Sons recorded in Clerk's File Number 2018-17620, Official Public Records, Grayson County, Texas. AFFECTS

SURVEYOR'S CERTIFICATE

To: First United Bank and Trust Company, an Oklahoma state bank, its successors and assigns, TPJ PROPERTIES, LTD., a Texas Limited Partnership, Old Republic Title Insurance Company, Grayson County Title Co., and their respective successors and assigns;

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS, and includes optional Items 1, 2, 3, 4, 6, 7(o), 8, 9, 11, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed on 01/14/22.

Date of Plot or Map: 2/23/22



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SPIARS
ENGINEERING & SURVEYING

665 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
 TBPE No F-2121 • TBLPS No. F-10043100 • www.splarseng.com

ALTA/NSPS LAND TITLE SURVEY

CITY OF SHERMAN

Heritage Ranch

Issue Notes:

2/23/22

ote

one

Scale

Drown By: ED

Checked By: DKB

Sheet 1

of 1

JOB # 21-110

City of Sherman
Tax Increment Reinvestment Zone #8
FEASIBILITY STUDY
Attachment F

Fiscal Year	Captured Value	City Property Tax	County Property Tax	Interest Income	Total Inflow	Capital Outlay	Total Outflow	Net Cashflow	Cumulative Cash Position
2024	-	-	-	-	-	-	-	-	-
2025	7,500,000	9,951	9,510	-	19,461	19,000	19,000	461	461
2026	52,500,000	69,656	66,570	19	136,245	136,000	136,000	245	705
2027	97,500,000	129,361	123,630	29	253,020	253,000	253,000	20	725
2028	142,500,000	189,066	180,690	29	369,786	370,000	370,000	(214)	511
2029	187,500,000	248,771	237,750	21	486,542	487,000	487,000	(458)	53
2030	225,000,000	298,526	285,300	2	583,828	583,000	583,000	828	880
2031	225,000,000	298,526	285,300	36	583,861	584,000	584,000	(139)	741
2032	225,000,000	298,526	285,300	30	583,856	584,000	584,000	(144)	597
2033	225,000,000	298,526	285,300	24	583,850	584,000	584,000	(150)	446
2034	225,000,000	298,526	285,300	18	583,844	584,000	584,000	(156)	290
2035	225,000,000	298,526	285,300	12	583,837	584,000	584,000	(163)	127
2036	225,000,000	298,526	285,300	5	583,831	583,000	583,000	831	958
2037	225,000,000	298,526	285,300	39	583,864	584,000	584,000	(136)	822
2038	225,000,000	298,526	285,300	33	583,859	584,000	584,000	(141)	681
2039	225,000,000	298,526	285,300	28	583,853	584,000	584,000	(147)	534
2040	225,000,000	298,526	285,300	22	583,847	584,000	584,000	(153)	381
2041	225,000,000	298,526	285,300	15	583,841	584,000	584,000	(159)	222
2042	225,000,000	298,526	285,300	9	583,835	584,000	584,000	(165)	57
2043	225,000,000	298,526	285,300	2	583,828	583,000	583,000	828	885
2044	225,000,000	298,526	285,300	36	583,861	584,000	584,000	(139)	746
2045	225,000,000	298,526	285,300	30	583,856	584,000	584,000	(144)	602
2046	225,000,000	298,526	285,300	24	583,850	584,000	584,000	(150)	451
2047	225,000,000	298,526	285,300	18	583,844	584,000	584,000	(156)	295
2048	225,000,000	298,526	285,300	12	583,837	584,000	584,000	(163)	133
		\$ 6,318,790	\$ 6,038,850	\$	493	\$ 12,358,133	\$ 12,358,000	\$ 12,358,000	

City of Sherman
Tax Increment Reinvestment Zone #8
PROJECT REVENUE
Attachment G

Fiscal Year	Captured Value	Taxes On Captured Value	Interest Income	Total Revenue
2024	-	-	-	-
2025	7,500,000	19,461	-	19,461
2026	52,500,000	136,226	19	136,245
2027	97,500,000	252,991	29	253,020
2028	142,500,000	369,756	29	369,786
2029	187,500,000	486,521	21	486,542
2030	225,000,000	583,826	2	583,828
2031	225,000,000	583,826	36	583,861
2032	225,000,000	583,826	30	583,856
2033	225,000,000	583,826	24	583,850
2034	225,000,000	583,826	18	583,844
2035	225,000,000	583,826	12	583,837
2036	225,000,000	583,826	5	583,831
2037	225,000,000	583,826	39	583,864
2038	225,000,000	583,826	33	583,859
2039	225,000,000	583,826	28	583,853
2040	225,000,000	583,826	22	583,847
2041	225,000,000	583,826	15	583,841
2042	225,000,000	583,826	9	583,835
2043	225,000,000	583,826	2	583,828
2044	225,000,000	583,826	36	583,861
2045	225,000,000	583,826	30	583,856
2046	225,000,000	583,826	24	583,850
2047	225,000,000	583,826	18	583,844
2048	225,000,000	583,826	12	583,837
		\$ 12,357,640	\$ 493	\$ 12,358,133

City of Sherman
Tax Increment Reinvestment Zone #8
ESTIMATED CAPTURED APPRAISED VALUE
Attachment H

Fiscal Year	Estimated Captured Value
2024	-
2025	7,500,000
2026	52,500,000
2027	97,500,000
2028	142,500,000
2029	187,500,000
2030	225,000,000
2031	225,000,000
2032	225,000,000
2033	225,000,000
2034	225,000,000
2035	225,000,000
2036	225,000,000
2037	225,000,000
2038	225,000,000
2039	225,000,000
2040	225,000,000
2041	225,000,000
2042	225,000,000
2043	225,000,000
2044	225,000,000
2045	225,000,000
2046	225,000,000
2047	225,000,000
2048	225,000,000



City Council Regular Meeting

F. 4.

Meeting Date: 11/21/2022

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6544, 6545 & 6546.

Issue:

F. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6544

Authorizing the City's Participation in the Texas Enterprise Zone Program Pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, Describing Availability of Certain Local Incentives, Designating a Liaison for Communication with Interested Parties, and Nominating Global Wafers America to the Office of the Governor Economic Development & Tourism through the Economic Development Bank for Designation as a Qualified Business and Enterprise Project; Providing a Repealing/Savings Clause, Severability Clause and an Effective Date

F. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6545

Amending Chapter 9 of the Code of Ordinances, entitled "Personnel", Article 9.05, entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, entitled "Authorized Number of Positions", to Revise the Number of Authorized Positions in the Police Department; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer

F. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6546

Accepting and Approving the Amended Project Plan and the Financing Plan for the Sherman Tax Increment Reinvestment Zone, Number Eight (#8); Providing for Findings of Fact



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 1.

Meeting Date: 11/21/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6982 (NO ACTION TAKEN AT THE NOVEMBER 7, 2022 REGULAR CITY COUNCIL MEETING)

Authorizing Execution of a Professional Services Agreement with Spiars Engineering, Inc. for the Hickory Hill Thoroughfare and Utility Improvements

Issue:

To consider a contract for professional services with Spiars Engineering, Inc. for the Hickory Hill Thoroughfare and Utility Improvements.

Background:

This professional services contract will provide engineered construction drawings for 5,500 feet of roadway, 6,900 feet of new water main, 6,600 feet of a large wastewater main, and 3 large culvert crossings associated with the Hickory Hill Planned Development. As part of a Development Agreement, the Hickory Hill Planned Development will pay for construction of one of the ultimate four lane divided roadways as well as half the associated drainage improvements for Lamberth Road and Friendship Road along their development. The City of Sherman will pay for the construction of a second lane and half the associated drainage cost. The developer will also pay for the construction of a new wastewater trunk line that runs through their property and will serve further development upstream, and the City of Sherman will pay for the construction of the needed "off-site" wastewater trunk main and any upsize of the main needed through Hickory Hill to serve the upstream basin. The developer will pay for construction of a new 12-inch water main along the new extended portions of Lamberth and Friendship, and the City will pay for the construction of a 12-inch water main along the existing roadways which will connect two dead end water mains.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is \$343,500.00.

Staff Recommendation:

Spiars Engineering, Inc. is fully qualified to perform these services and is the same engineering firm being used by the Developer. Staff has negotiated a reasonable fee for these services. Staff recommends that the contract for professional services with Spiars Engineering, Inc. for the Hickory Hill Thoroughfare and Utility Improvements project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No.

Unsigned - Agreement

Location Map

RESOLUTION NO. 6982

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SPIARS ENGINEERING, INC. FOR THE HICKORY HILL THOROUGHFARE AND UTILITY IMPROVEMENTS; 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 Spiars Engineering, Inc. for the Hickory Hill Thoroughfare and Utility Improvements, 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 21st day of November, 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**

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
SPIARS ENGINEERING, INC.
FOR
PROFESSIONAL SERVICES

Made as of the ____ day of _____, 2022:

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

and Consultant: **Spiars Engineering, Inc.**
 765 Custer Road, Ste. 100
 Plano, Texas 75075
 Telephone: (972) 422-0077
 Facsimile: (972) 422-0075

for the following Project: **Hickory Hill Thoroughfare and Utility Improvements**

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

WHEREAS, City desires to engage Consultant to provide professional civil engineering services for the Hickory Hill Thoroughfare Improvements Project ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1 CONSULTANT'S SERVICES

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

ARTICLE 2 CITY'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump sum basis, and Special Services in an amount not to exceed **THREE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED (\$343,500.00)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Design Budget Summary as set forth in Exhibit B.
- 311 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 312 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written

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

313 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

331 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

- 332 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 333 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 334 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 335 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 336 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
Principal	\$280
Senior Project Manager	\$245
Professional Surveyor	\$225
Project Engineer	\$220
Technician	\$165
Survey Crew	\$220
Admin	\$95

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or

unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

- 3.10 **Fixed Budget Limit for Construction Cost** - If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in the following paragraph. All adjustments in the scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of \$(7,224,073.74) due to the negligence of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project. Absent negligence on the part of the Consultant in making its estimates of probable Construction Cost, providing services as defined in Exhibit A shall be the limit of the Consultant's liability arising from the establishment of such fixed limitation of Construction Costs. The Consultant shall be entitled to compensation for all other services performed in accordance with this Agreement.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

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

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall

name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

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

Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7 AUDITS AND RECORDS/VENDOR DISCLOSURE

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

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

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant

shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

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

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE

NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE

DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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

If to City, addressed to:

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

With a copy to:

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

If to Consultant, addressed to:

Matthew Dorsett, P.E.
Principal
Spiars Engineering, Inc.
765 Custer Road, Ste. 100
Plano, Texas, 75075
Telephone: 972-422-0077
Email: matt.dorsett@spiarsengineering.com

ARTICLE 12 MISCELLANEOUS

- 121 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof

and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Scope of Services.
- 12.1.2 **Exhibit B**, Project Engineering Budget Summary.
- 12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).
- 12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.5 **Exhibit E**, Contractor Insurance Guidelines.
- 12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

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

- 122 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 123 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 124 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 125 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as

if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are

incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

- 1221 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 1222 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2020-2021 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2020-2021 fiscal year unless and until such funds are budgeted.
- 1223 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 1224 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

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

CONSULTANT:
Spiars Engineering, Inc.
a Texas corporation

By: _____
Robby Hefton, City Manager

By: _____
Matthew Dorsett, P.E.
Principal

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

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

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

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The project is generally located about 6,000 feet west of North Heritage Parkway and 5,000 feet south of US Highway 82 in Sherman, Texas. The proposed improvements consist of approximately 5,500 linear feet of roadway, 6,900 linear feet of water line, 6,600 linear feet of sanitary sewer line, and 3 culvert crossings. ***Hickory Hill Thoroughfare Exhibits*** are included below:

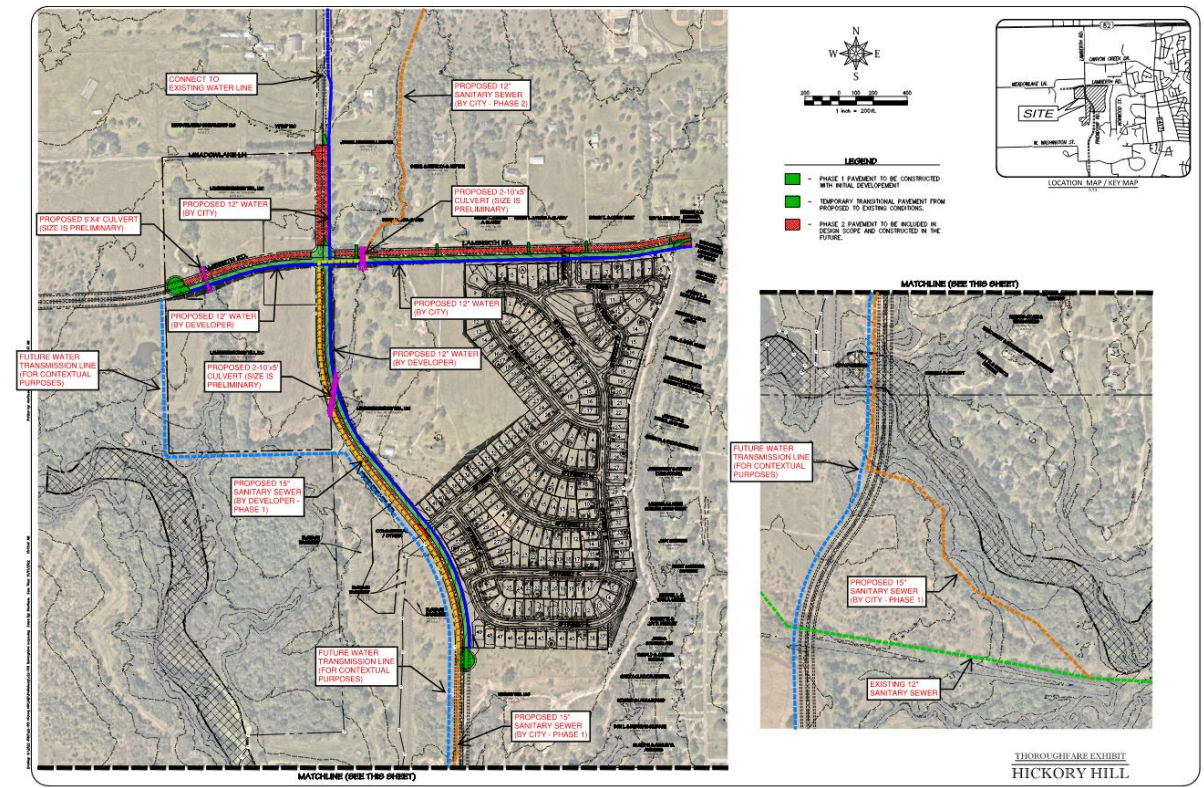


EXHIBIT A SCOPE OF SERVICES

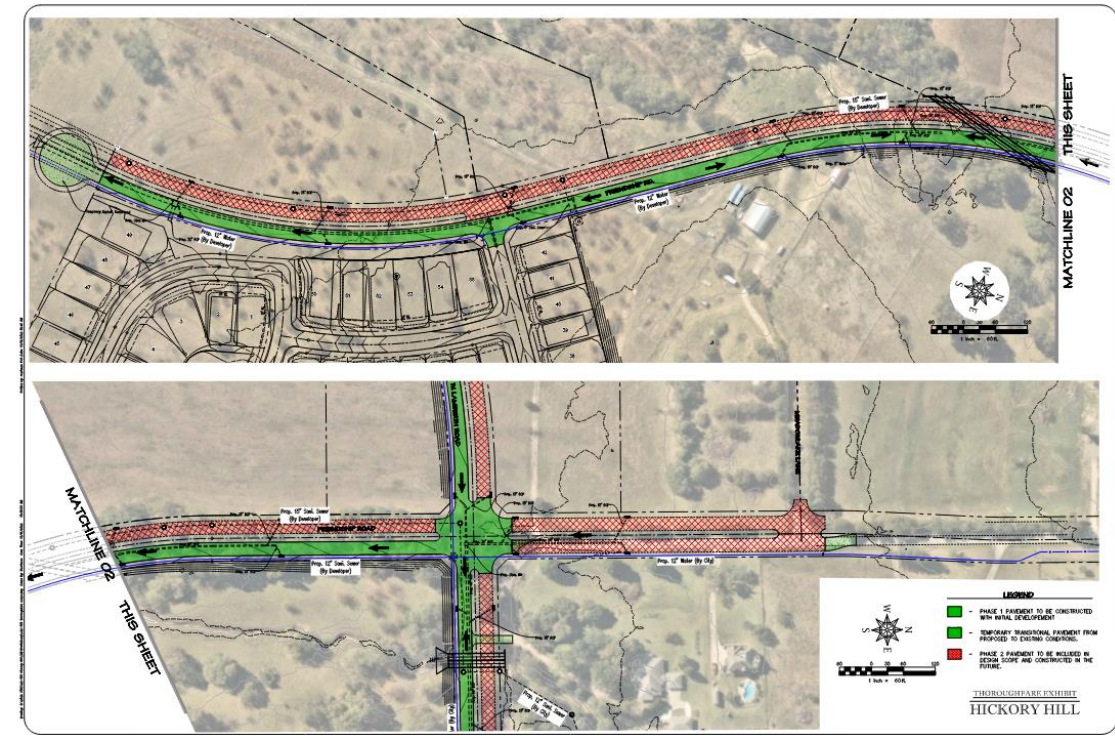
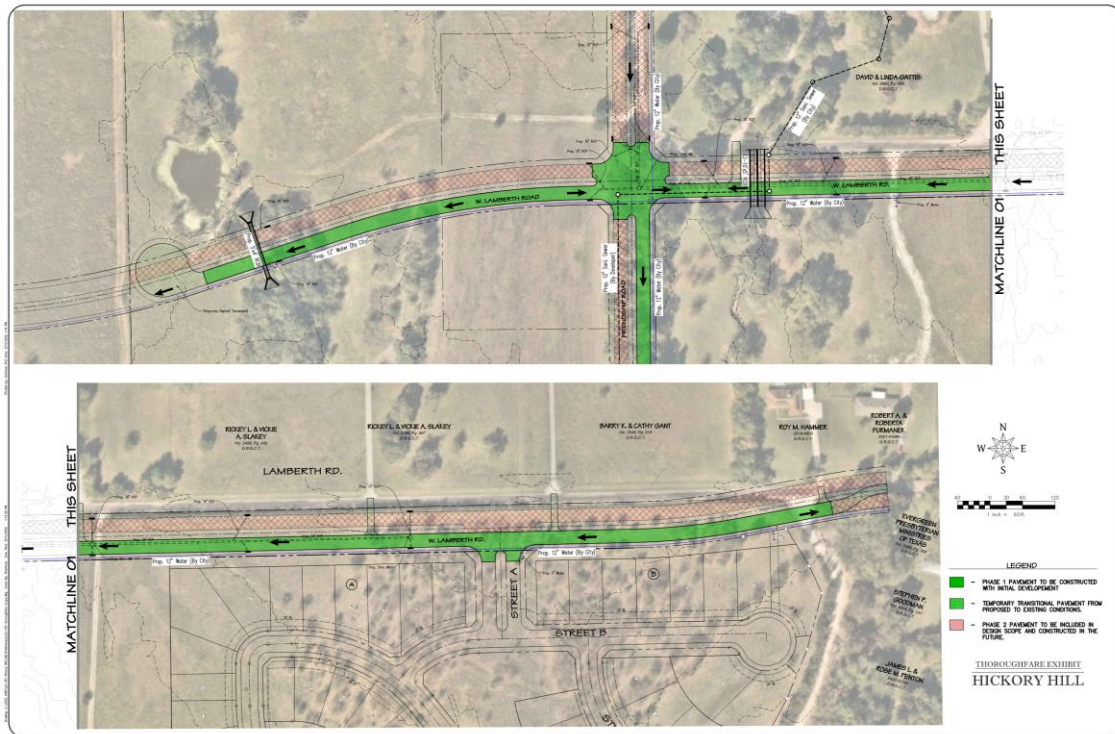


EXHIBIT A SCOPE OF SERVICES

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B.** Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
- C.** Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.
- D.** The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.
- E.** Communications and Reporting:
 - i Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
 - ii Attend review meeting with the City at the end of each design phase.
 - iii Prepare and submit monthly invoices in the format acceptable to the City.
 - iv Prepare and submit monthly progress reports.
 - v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
 - vi Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - vii With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

EXHIBIT A SCOPE OF SERVICES

viii Attend additional project coordination meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase

- a. Prepare preliminary engineering review drawings to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Plan scale shall typically be 1"=40' on 36" x 24" sheets. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. If necessary, report in sufficient detail to indicate clearly any of the problems involved and provide alternate solutions available to the City. Include preliminary layouts, a right-of-way map, sketches, and cost estimates for the Project and set forth clearly the Consultant's recommendations for any alternate designs.
- b. Water, sanitary sewer, and storm drains will be shown on the plans based on field information and surveys collected by the Consultant and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown on the plans based on field information and surveys collected by the Consultant, utility locates requested by the Consultant, and any available "Record Drawings" that the Consultant can obtain from other utilities.
- c. Depending on comments received from the City's review and field investigations, another set of preliminary phase construction drawings may be required.
- d. Upon completion of the Preliminary Design Phase, the Engineer will advise the City of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys, Level B or A SUE, or special testing which, in the opinion of the Consultant, may be required for the proper execution of the project, and assist the City in arranging for the conduct of such investigations and tests. The performance of geotechnical investigations and tests will not be a part of the Consultant's Basic Engineering Services and will not be included unless specifically authorized in writing under "F. Special Services."
- e. Prior to the Preliminary review meeting with the City, the Consultant shall schedule and attend a project site visit with the City Project Manager and Construction personnel to walk the project. The Consultant shall summarize the City's comments from the field visit and submit this information to the City in writing.
- f. The Consultant will consult with the City, public utilities, private utilities and government agencies to determine the approximate location of above and

EXHIBIT A SCOPE OF SERVICES

underground utilities, and other facilities (current and future) that have an impact or influence on the project. Consultant will design City facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs.

B. Intermediate Design Plans (60%)

- a. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes. Plan scale shall typically be 1"=40' on 36" x 24" sheets. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. Driveway profiles will be required for paving-related projects. 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 all projects. Drainage-related projects will require all pertinent information showing calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.
- b. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale), and applicable City standard details.
- c. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.

C. Final Design/Construction Plans (90%, 100%)

- a. Prepare final engineering review drawings that address all comments from the intermediate review. Plan scale shall typically be 1"=40' on 36" x 24" sheets.
- b. Prepare detailed cost estimates 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.
- c. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, 12"x18"), and applicable City standard details.
- d. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.
- e. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the City.

EXHIBIT A
SCOPE OF SERVICES

- f. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.
- g. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, 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).

D. Bid Phase Services

- 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 City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.
- c. Consultant will submit the project plans to the State of Texas for the TAS/ADA review, if required for the Project. Consultant will prepare the application and make the submittal. The City will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements. Consultant will address comments from the review and revise plans if necessary.
- d. Assist the City in the advertisement of the Project for competitive bids.
- e. Assist the City with any Pre-Bidders meetings.
- f. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- g. Assist the City in the opening and tabulation of bids for construction of the Project.
- h. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.

EXHIBIT A SCOPE OF SERVICES

- i. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.
- j. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

E. Construction Phase Services

- a. Conformed Document submittal:
 - i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
 - ii. Print up to ten (10) sets 12"x18" plans and Project Manuals for issuance at the Pre-Construction Conference.
 - iii. Package and submit CAD base files upon request.
- b. Site Visits upon request
- c. *Pre-Construction Meeting*. Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site
- d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.
- e. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- f. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
- g. *Shop Drawings, Samples, and Submittals*. Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

EXHIBIT A SCOPE OF SERVICES

- i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- k. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

F. Special Services

- a. 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 City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:
 - i. Design Surveying - to collect information required for design, including photogrammetry, land surveying, 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. This also includes refreshing and re-establishing 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.
 - ii. Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.
 - iii. 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

EXHIBIT A SCOPE OF SERVICES

- instruments will be made on a per parcel basis unless otherwise indicated. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition.
- iv. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
 - v. Appearances before regulatory agencies.
 - vi. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
 - vii. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
 - viii. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
 - ix. Geotechnical Investigation & Report - obtain the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.
 - x. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
 - xi. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
 - xii. Revision of reports and Construction Contract Documents after specific approval by City.
 - xiii. Subsurface Utility Engineering that involves Level "A" or "B" identification of a utility.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

- A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- 1.

**EXHIBIT B
PROJECT DESIGN BUDGET SUMMARY**

I. Basic Services (Phase 1)

A. Preliminary Design Plans (30%) (Expected Completion: 14 Calendar days after Notice to Proceed)	\$30,000.00
B. Intermediate Design Plans (60%) (Expected Completion: 14 Calendar days after receipt of City comments)	\$90,000.00
C. Final Design/Construction Plans (90%, 100%) (Expected Completion: 14 Calendar days after receipt of City comments)	\$160,000.00
D. Bid Phase Services (Expected Completion: 14 Calendar days after City approval of plans)	\$8,000.00
E. Construction Phase Services	\$8,000.00
F. <u>Direct Expenses* (Budget)</u>	<u>\$10,000.00</u>

Total Basic Services (Lump Sum) ***\$306,000.00***

II. Special Services (Phase 1)

Stake Centerline for Utility Coordination	\$2,500.00
Level "A" Subsurface Utility Engineering:	\$7,500.00
Level "B" Subsurface Utility Engineering:	\$7,500.00
<u>Geotechnical Investigation & Report:</u>	<u>\$20,000.00</u>

Total Authorized Special Services ***\$37,500.00***

Project Budget, Grand Total (Not-To-Exceed) ***\$343,500.00***

*Direct Expenses (printing, deliveries, CAD plots, travel, etc...) will be invoiced at 1.15 times our cost.

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

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

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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

EXHIBIT F

CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 2.

Meeting Date: 11/21/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6994**

Authorizing Execution of an Encroachment Agreement with QT South, LLC for the Encroachment by a Maximum of 6 Feet for a New 80' Pole Sign and a New 6'-8 1/2" Monument Sign within the Proposed Platted 10-Foot Utility Easement Along the South Property Line of QT 1915 Addition, Approved by City Council on July 18, 2022, to be Filed in the Plat Records, Grayson County, Texas, Locally known as 2801 Texoma Parkway in the City of Sherman

Issue:

To consider executing an encroachment agreement relating to a proposed 10-foot utility easement to be filed of record in QT 1915 Addition in the City of Sherman, Texas

Background:

QT South, LLC, the property owner of 2801 Texoma Parkway, will be constructing a store at the subject property. In the site plan review, it was determined that the property must be platted prior to issuing a permit. Upon platting, the City has required a 10' Utility Easement be dedicated via plat along the property line. Dedicating the required utility easement will put the proposed 80' high pole sign and the proposed 6'-8 1/2" monument sign into the proposed easement. An Encroachment Agreement will be necessary for this pole sign and monument sign to be constructed its proposed location.

Origination:

QT South, LLC, owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachments and, upon receiving approval from the franchised utilities, it is recommended that the encroachment agreement be executed.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6994

Encroachment Agreement with Exhibits

Location Map

Proposed QT 1915 Addition Plat

RESOLUTION NO. 6994

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT WITH QT SOUTH, LLC FOR THE ENCROACHMENT BY A MAXIMUM OF 6 FEET FOR A NEW 80' POLE SIGN AND A NEW 6'-8 ½" MONUMENT SIGN WITHIN THE PROPOSED PLATTED 10-FOOT UTILITY EASEMENT ALONG THE SOUTH PROPERTY LINE OF QT 1915 ADDITION, APPROVED BY CITY COUNCIL ON JULY 18, 2022, TO BE FILED IN THE PLAT RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 2801 TEXOMA PARKWAY IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment by a maximum of 6 feet for a new 80' pole sign and a new 6'-8 ½" monument sign within the proposed platted 10-foot utility easement running along the south property line of QT 1915 Addition, approved by City Council on July 18, 2022, to be filed in the Plat Records, Grayson County, Texas, locally known as 2801 Texoma Parkway in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of November, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

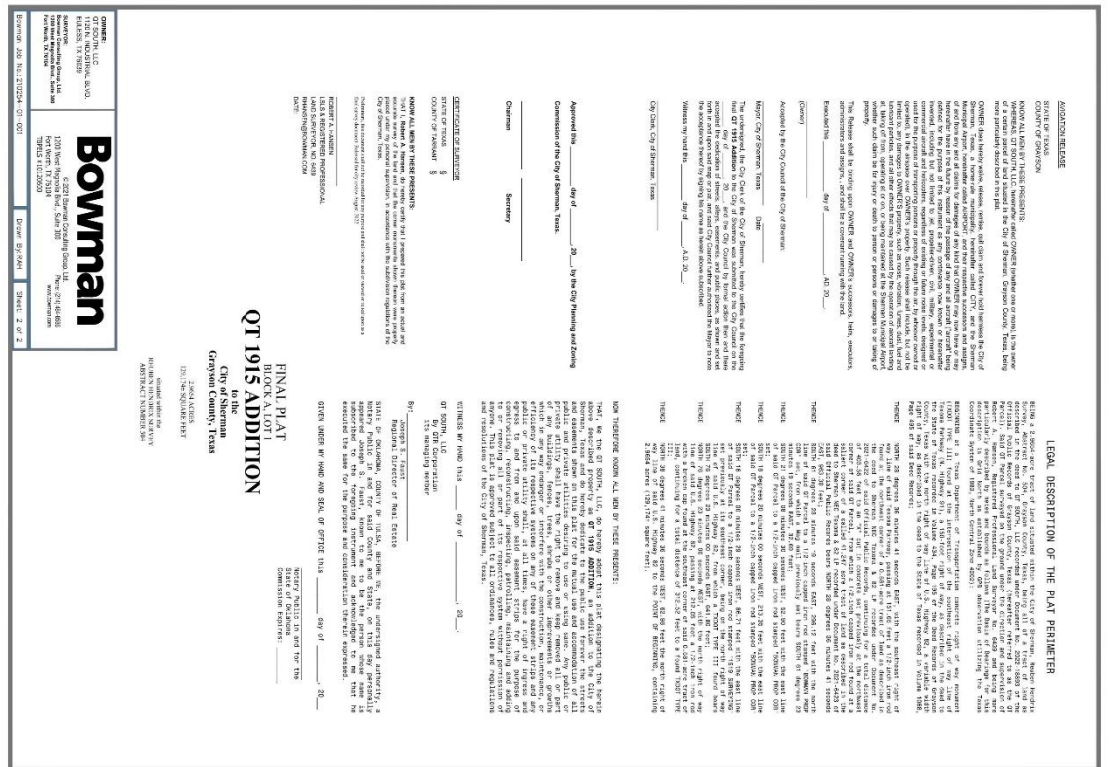
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT “A”

Proposed QT 1915 Addition Plat



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and QT South, LLC, a Texas limited liability company ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the QT 1915 Addition ("Plat"), approved by the Sherman City Council on July 18, 2022, to be filed in the Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a 10-foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain a proposed 80' high pole sign and a proposed 6'-8 1/2" monument sign ("Encroaching Facilities"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, within the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.
2. Location of Encroaching Facility. City hereby grants a nonexclusive license to

Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.
4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the

Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.
6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.
7. **INDEMNIFICATION. LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES**

FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit."** NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
9. **Default/Remedies.** If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.
10. **Miscellaneous Provisions.**
- a. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:
- If to City, addressed to it at:
City of Sherman
Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
220 W. Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com
- with a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman

1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:

Joseph S. Faust, Regional Director of Real Estate
QT South, LLC
4705 South 129th East Avenue
Tulsa, OK 74134 Phone: (918) 615-7277
Email: jsfaust@quiktrip.com

with a copy to:

QuikTrip Corporation
4705 S. 129th E. Ave.
Tulsa, Oklahoma 74134
Attn: General Counsel
Fax: (918) 994-3594
E-Mail: legalnotice@quiktrip.com

- b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
- c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.
- f. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or

unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

- g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
- h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.
- j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

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

CITY:

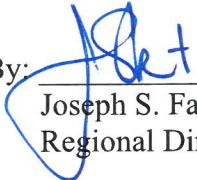
CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton
City Manager

Date: _____

LICENSEE:

QT SOUTH, LLC
By QTR Corporation
Its Managing Member

By:  _____
Joseph S. Faust
Regional Director of Real Estate

Date: 11/7/22

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

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

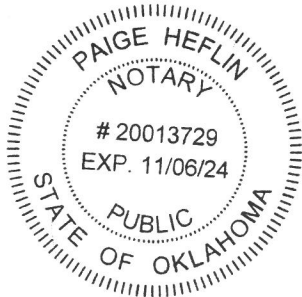
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

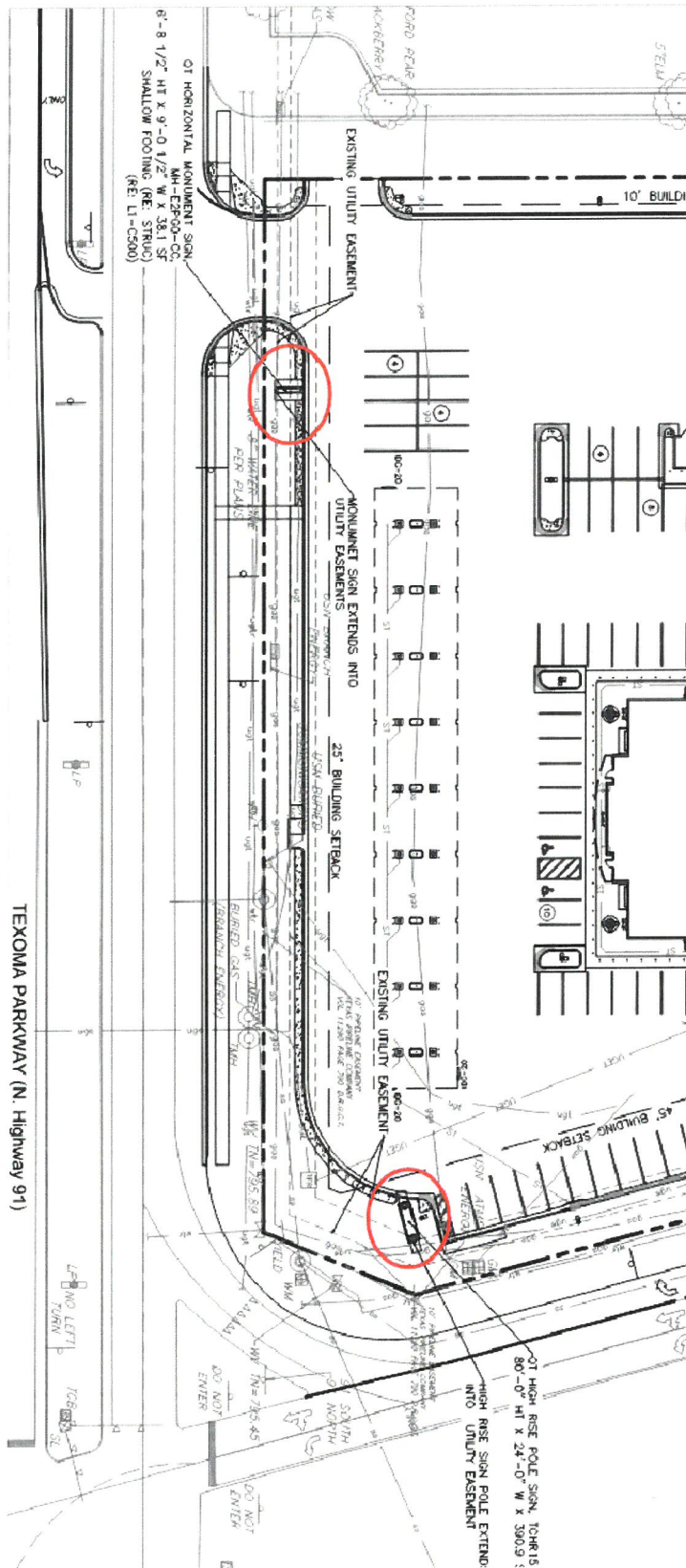
BEFORE ME, the undersigned authority, on this day personally appeared Joseph S. Faust, as Regional Director of Real Estate of QTR Corporation, an Oklahoma corporation, the Managing Member of QT South, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such limited partnership., and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 7 day of November, 2022



Paige Hefton
Notary Public, State of OK
My Commission Expires: 11/06/24

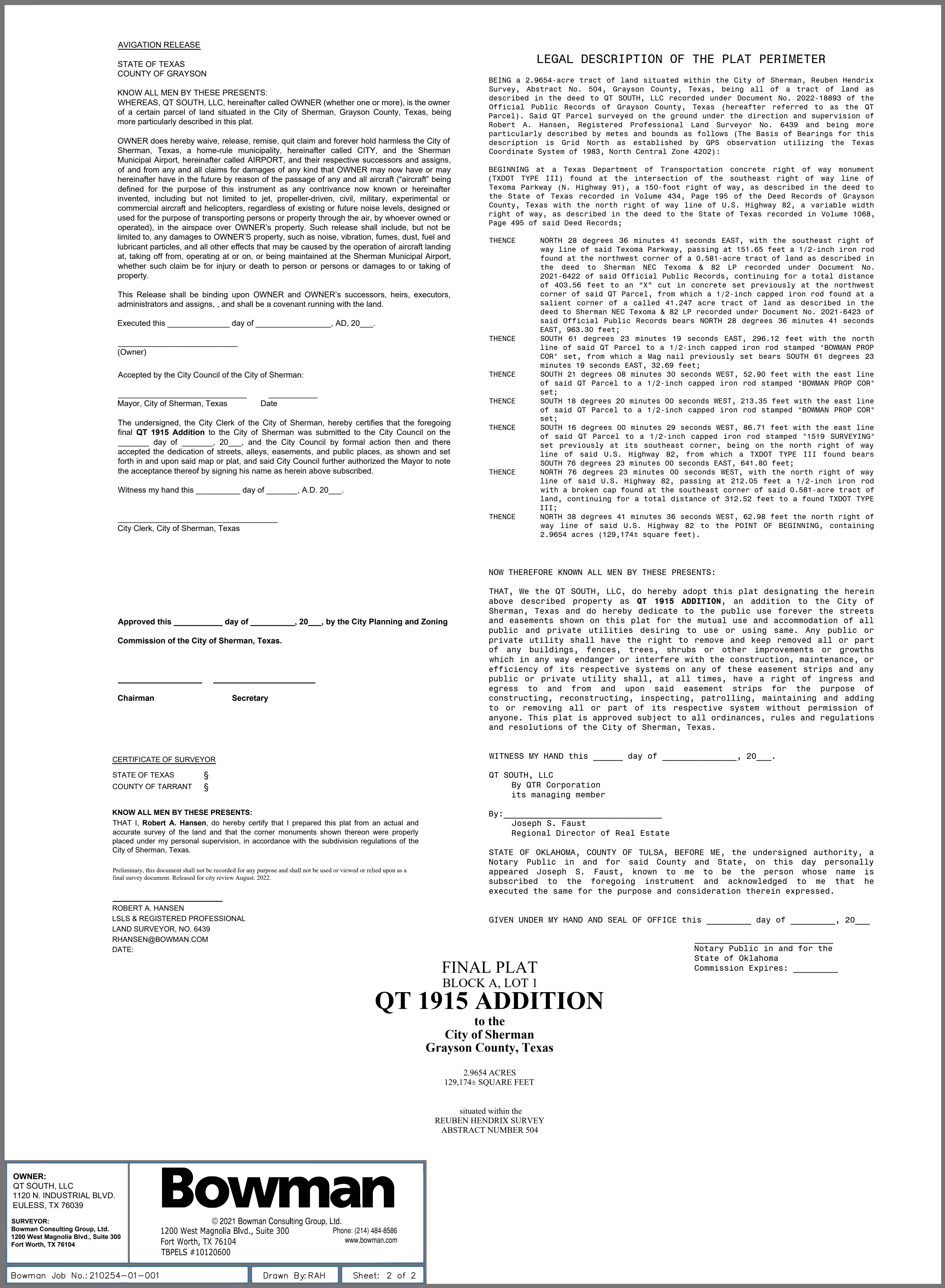
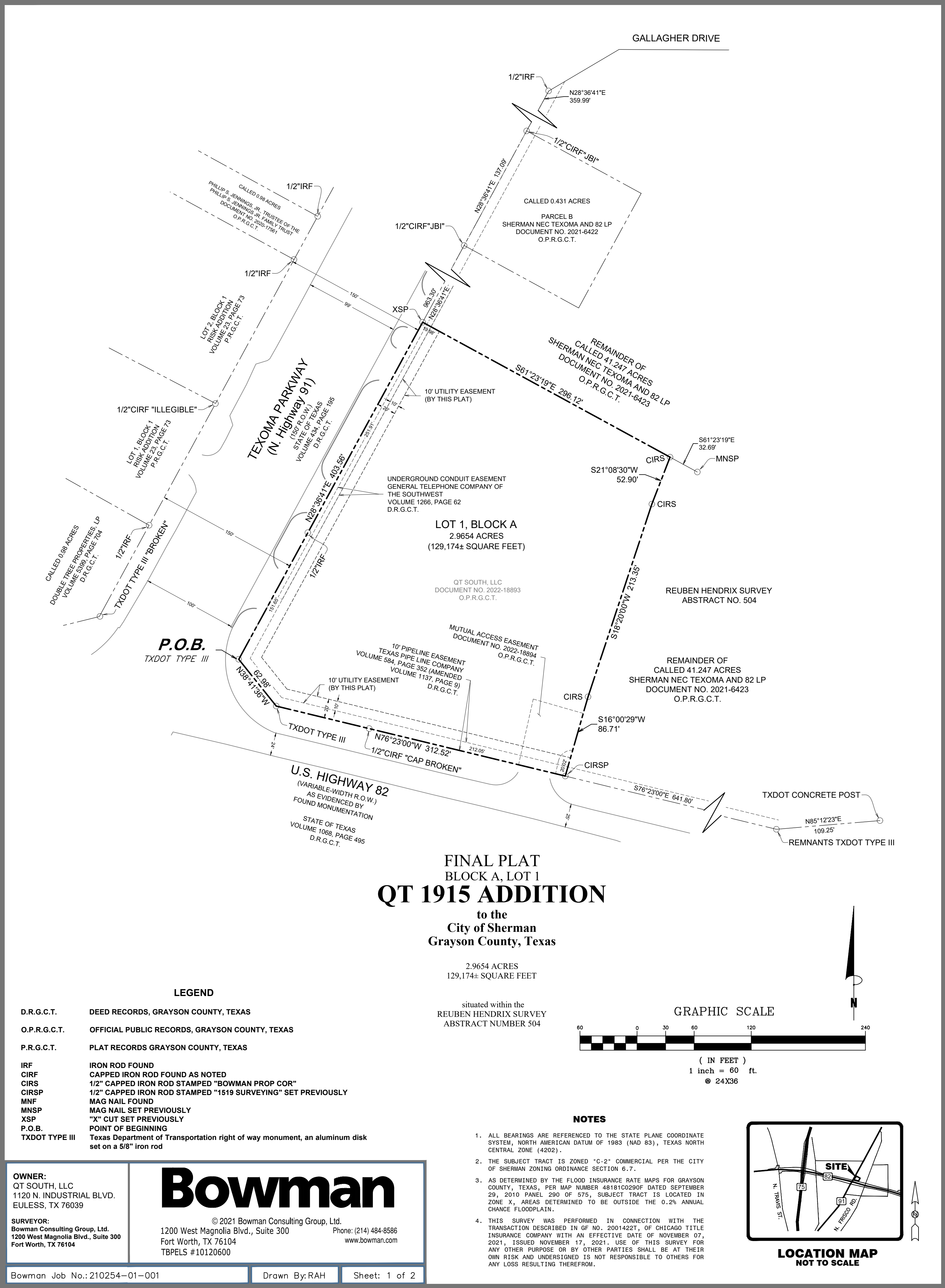
EXHIBIT A



QT 1915 Addition - Encroachment Location



0 50 100 200 Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 3.

Meeting Date: 11/21/2022

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6995**

Authorizing the Purchase of a new Caterpillar 308 Excavator from Holt Cat for the Distribution Services Department through Sourcewell.

Issue:

To consider approval of a resolution to purchase a new Caterpillar 308 Excavator from Holt Cat Sourcewell for use within the Distribution Services Department.

Background:

The requested purchase is a new purchase to be used by the new Lay Crew. This will be used for all new and rehab water and sewer lines that will be installed by Utility Maintenance per Engineering and lines needing upgrading throughout the city.

Origination:

Department of Public Works

Financial Consideration:

The new Caterpillar 308 Excavator will be purchased from Holt Cat for \$149,703.00 through Sourcewell. Funding for this purchase was appropriated in the fiscal year 2022-2023 Distribution Services Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new Caterpillar 308 Excavator from Holt Cat through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6995

Sourcewell Agreement

Cat Excavator Quote

RESOLUTION NO. 6995

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR 308 EXCAVATOR FROM HOLT CAT FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH SOURCEWELL; 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 Holt Cat through Sourcewell a new Caterpillar 308 Excavator at a total price of One Hundred Forty Nine Thousand Seven Hundred and Three Dollars (\$149,703.00). 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 2022-2023 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 21st day of November, 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



Official
CERTIFICATE OF MEMBERSHIP

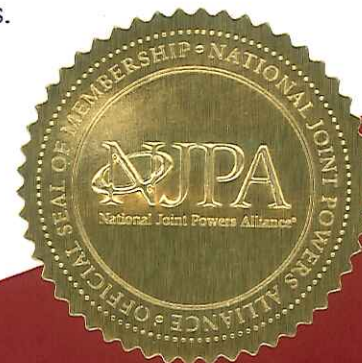
City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

A handwritten signature in black ink, appearing to read "Duff Erholtz", is written over a horizontal line.

Duff Erholtz, Membership Manager



Competitively Bid National Cooperative Contract Solutions



DATE: November 4, 2022

QUOTE #:298051-03

CITY OF SHERMAN
JAYSON RISNER
PO BOX 1106
SHERMAN, TEXAS 75091-1106

Brent Pemberton
817.219.6187

One (1) New Caterpillar Inc Model: 308 Excavator
Includes: Aux Hydraulics, Hydraulic Pin Grabber and 18", 24" Bucket, and 48" Ditch Bucket
(Does NOT Include Thumb)

SALE PRICE

\$149,703

Quote Through Sourcewell Contract 032119 – Member 45027

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty
Extended Warranty: 60 MO/3000 HR PREMIER

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
LN2/DCA8C/TG RPAD/LNG STK/BLD	577-8228
INCLUDES:	
512-1401 308 07A CR MINI EXCAVATOR	
511-6253 ELECTRICAL ARR, C3.3 HRC	
518-6184 ENGINE, EPA TIER 4 FINAL	
562-3698 STD BLADE, STD U/C, TG W/PAD (Triple Grouser w/ Rubber Pads)	562-3698
563-2071 STICK, LONG	563-2071
510-6070 SEAT, AIR SUSP, FABRIC, HEATED	510-6070
522-6460 CAT KEY, WITH PASSCODE OPTION	522-6460
511-6177 MONITOR NEXT GEN, ADVANCED, CR	511-6177
512-2573 BOOM, SWING	
514-8055 LINES, BOOM	514-8055
514-8067 LINES, STICK	514-8067
516-1613 LINES, QC, LNG STK, 3 LINE	516-1613
520-0778 CONTROL, QC, 3 LINE (Hydraulic Quick Coupler Control)	520-0778
525-6657 COUNTERWEIGHT, EXTRA	525-6657
382-8757 DRAIN, ECOLOGY	382-8757
510-6085 BELT, SEAT, 76MM (3") RETRACTABLE	510-6085
511-6157 ALARM, TRAVEL	
511-6216 LIGHTS, STANDARD	511-6216

DESCRIPTION	REF.#
511-6219 INTEGRATED RADIO	511-6219
557-5123 PRODUCT LINK, CELLULAR PLE643	557-5123
511-6235 CAMERA, REAR VIEW	511-6235
415-2556 HEATER, WATER JACKET	415-2556
568-1567 LINKAGE, BUCKET W/ LIFTING EYE	568-1567
557-1709 SOFTWARE, PROPORTIONAL CONTROL	
557-1710 SOFTWARE, STICK STEER CONTROL (Option for skid steer joystick steering if operator prefers for travel)	
557-1711 SOFTWARE, 2 WAY CONTROL	557-1711
557-1713 SOFTWARE, CODED START	
COUPLER, PG, HYDR.D.LOCK, 8T (Hydraulic Pin Grabber)	485-5302
BUCKET-HD, 24", 8.1 FT3, 7T	295-5952
BUCKET-DC, 48", 11.6 FT3, 7T 306-5664 (48" Ditch Clean Bucket)	
BUCKET-HD, 18", 5.4 FT3, 7T 295-5951 (18" Digging Bucket)	

STANDARD EQUIPMENT

POWERTRAIN

CAT C3.3B diesel engine
US EPA Tier 4 Final/EU Stage VI/
China NR III
ISO 9249/EEC 80/1270
Rated net power 55kW/72hp
Electronic engine, turbo, DPF
Automatic engine idle

Automatic engine shut-off
Automatic swing brake
Automatic two speed travel
Fuel water separator with indicator
Radial seal air filter
Double element with warning indicator
Extended life coolant - 37C

UNDERCARRIAGE

Greased and lubricated track
Hydraulic track adjusters

Tie down eyes on track frame

HYDRAULICS

Smart tech electronic pump
Variable displacement piston pump
Load sensing/flow sharing hydraulics
Power on demand

Hydraulic temperature monitoring
Accumulator - certified
Hydro advanced hydraulic oil

ELECTRICAL

90 ampere alternator
850 CCA maintenance free battery
Battery disconnect
Circuit breaker
Ignition key stop switch

Signaling/warning horn
Work lights
- Cab, boom left, front right
- Courtesy safety light

OPERATOR ENVIRONMENT

Sealed and pressurized cab
Ergonomic joysticks control levers
Adjustable wrist rests
Air conditioner/heater with defroster &
Automatic temp control
Coat hook
Color LCD monitor:
- Fuel level, coolant temp, & warning
indicators
- Maintenance and machine monitoring
- Performance & machine adjustments
- Numeric security code

Hydraulic lockout for all controls
LED interior light
Literature holder
Mirror rear view - Cab left
Molded footrests
Openable front windshield with assist &
integrated lower window
Rear window emergency exit
Removable washable floor mat
Retractable seat belt
Seat, fabric, high back, suspension
Travel control pedals with hand levers

- Multiple languages
 - Hour meter
 - Ground level wakeup switch
 - Jog dial control interface
- Cup holder

FLUIDS

Extended life coolant - 37C

OTHER STANDARD EQUIPMENT

Accumulator, certification

Caterpillar corporate "one key" system

Door locks on cab door and external enclosure doors

Lockable fuel cap

Beacon Socket

Ecology drain - engine

Radial seal engine air filter, double element with restriction indicator

Side by side engine & hydraulic oil cooler

Hydraulic fluid temperature monitoring

Joystick travel and steering mode

Travel cruise control

Utility space for mobile phone
Front post mounted windshield wiper & washer
Skylight
Mounting bosses for front & top guard

Hydro advanced hydraulic oil

High definition hydraulics

- load sensing/flow sharing

Power on demand

Rear reflectors

Roll over protective structure (ROPS)
(ISO 12117-2)

Product link elite lite (regulations apply)

Auxiliary hydraulic lines:

- 1-way and 2-way (combined function)
- Auxiliary line quick disconnects
- In cab adjustable auxiliary flow
- Continuous flow

DOES NOT INCLUDE THUMB PICTURED BELOW:





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 1.

Meeting Date: 11/21/2022

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation Regarding Policy and Ordinance Updates for Downtown Sherman

Issue:

Proposals for improving downtown Sherman through a combination of City policy, legal ordinance, and infrastructure investments

Background:

After spending more than a century as the most important location for commerce in Grayson County, Downtown Sherman subsequently suffered from decades of blight and negligence following the flight of retail to more "modern" areas of the city. In more recent years, that trend has reversed. Private capital and local entrepreneurs have reinvigorated the neighborhood with an array of small businesses and restaurants. But much work remains to be done.

Downtown was among the highest civic priorities listed in the 2022 Comprehensive Master Plan, ranked behind only the city's parks and trails system as the Number One citizen-desired focus for the city's future. Downtown housing, culture, and infrastructure were all specifically called-out as areas for Council action.

City staff worked with downtown stakeholders over the course of several months to develop a list of recommendations that range in scope from minor to ambitious. Those recommendations fell into three buckets:

- Infrastructure improvements - both in the form of direct investment by the City and more generous City policies toward landowners.
- Parking.
- Changes to the Downtown Building Improvement Grant - heretofore known as (deep breath...) the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program.

Staff believes that implementing key policy and ordinance changes in these areas (and writing the checks associated with their respective price tags) will put Sherman more in line with peer cities such as McKinney and Denton, as well as non-peer cities such as Denison.

Origination:

City Manager Robby Hefton
Executive Director of Public Safety Zach Flores

Financial Consideration:

Pending Council direction.

Staff Recommendation:

Staff recommends a wholesale update of City policies regarding downtown.

Alternatives:

As directed by Council.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 2.

Meeting Date: 11/21/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Cancellation of the December 19, 2022 Regular City Council Meeting and Add Called City Council Meeting on December 12, 2022

Issue:

Consider Cancellation of the December 19, 2022 Regular City Council Meeting and add Called City Council Meeting on December 12, 2022

Background:

The City Council's second regular meeting in December falls during the week preceding Christmas. City Staff is asking to instead move this meeting to December 12, 2022 at 5:00PM.

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the City Council cancel the December 19th City Council Meeting and add Called City Council Meeting on December 12th.

Alternatives:

The Council could choose to hold this meeting.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 3.

Meeting Date: 11/21/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approval of the 2022 Ad Valorem Tax Roll Value and Tax Levy

Issue:

To consider approval of the Ad Valorem Tax Roll Value and Tax Levy for fiscal year 2022-2023

Background:

In accordance with Texas Property Tax Code Section 26.09(e), the Council must approve the final tax roll value and related tax levy. The 2022 tax year represents taxes that will be collected during the City's 2022-2023 fiscal year. The Grayson County Tax Assessor/Collector's office has provided Sherman's taxable value as \$4,911,424,851 which produces a levy of \$21,973,319.29 based on the City's total tax rate of \$0.469932/\$100.00 valuation.

Origination:

Grayson County Tax Assessor/Collector Bruce Stidham

Financial Consideration:

There is no financial consideration to approving this tax levy.

Staff Recommendation:

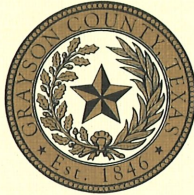
It is recommended that the Council approve the 2022 Tax Roll Value and 2022 Tax Levy at the amounts reflected above.

Alternatives:

As this process is required by the Texas Property Tax Code, there are no alternatives.

Attachments

Tax Year 2022 Value_Levy



OFFICE OF
BRUCE STIDHAM
TAX ASSESSOR - COLLECTOR
GRAYSON COUNTY
www.co.grayson.tx.us

COURTHOUSE
100 W. HOUSTON - SUITE 11
P.O. BOX 2107
SHERMAN, TX 75091

TAX OFFICE: 903-892-8297
VEHICLE REGISTRATION: 903-813-4225
FAX: 903-893-4973

October 31, 2022

VALUE/LEVY

**Ms. Mary Lawrence
City of Sherman
P O Box 1106
Sherman, Texas 75091**

Dear Ms. Lawrence:

Re: Section 26.09(e) SPTC

Please have your district approve your 2022 Tax Roll Values. Please sign as directed. Make a copy for your files and return the signed original to this office as soon as possible. These figures are actual tax roll value and tax levy billed figures.

2022 Tax Roll Value	\$ 4,911,424,851
2022 Tax Levy	\$ 21,973,319.29
2022 Special Assessment Levy	\$ 25,357.02

If you have any questions, please give us a call.

Very truly yours,

**Bruce Stidham
Tax Assessor-Collector**

BS:vh

City Secretary

City Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 1.

Meeting Date: 11/21/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Council Audit Committee (3)

Issue:

Mayor David Plyler, Council Member Daron Holland, and Council Member Shawn Teamann currently serve on the Council Audit Committee. Their terms expire in November 2022.

Background:

The Council Audit Committee assists the Council and staff in the review of the audit reports filed by the independent auditor and provides input on the selection of external auditors. They also provide recommendations to the rest of the Council on technical accounting issues.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Council Audit Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments

Council Audit Committee
Fact Sheet

MEMBERSHIP ROSTER

COUNCIL AUDIT COMMITTEE

LENGTH OF TERMS: 1 YEAR

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 11/18/2014 R 12/8/2015 R 11/21/2016 R 11/21/2017 R 11/19/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2015 11/2016 11/2017 11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5 6 7 8	Council Member
Daron Holland	4	A 11/21/2017 R 11/19/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5	Council Member
Shawn Teamann	1	A 11/21/2016 R 11/21/2017 R 11/19/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2017 11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5 6	Council Member

NOTE: Council Member's appointment expires at end of one year.

FACT SHEET

COUNCIL AUDIT COMMITTEE

Established by RESOLUTION 2790 – DECEMBER 23, 1991

1. Number of Members: THREE (3)
2. Term of Appointment: ONE YEAR
3. Consecutive Term Rule: NO RULE
4. Qualifications for Membership: COUNCIL MEMBER WITH KNOWLEDGE OF ACCOUNTING AND/OR BUSINESS MANAGEMENT
5. Appointed by: MAYOR AND CITY COUNCIL MEMBERS
6. Board Organization
CHAIRPERSON ____ VICE CHAIRPERSON ____ SECRETARY ____
ELECTED ____ APPOINTED ____
7. Departmental Responsibility: CITY MANAGER & DIRECTOR OF FINANCE
8. Meeting Date: AS CALLED
9. Attendance Requirements: NONE

=====

RESPONSIBILITIES:

Audit Committee will assist Council and staff in the review of the audit papers filed by the independent auditor; provide input on the selection of external auditors; and provide recommendations to the rest of the Council on technical accounting issues.

DUTIES:

Provide input on the selection of external auditors;
Review audit reports;
Provide recommendations to Council on technical accounting matters;
Review the justification for internal audit functions;
All other accounting and financial reviews as directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 2.

Meeting Date: 11/21/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Investment Committee (2)

Issue:

Deputy Mayor Pam Howeth and Council Member Juston Dobbs currently serve on the City's Investment Committee. Their terms expire in November 2022.

Background:

The Investment Committee provides guidance on investment matters for the City and annually approves updates to the Investment Policy and the list of authorized brokers and dealers. The Committee also reviews the Quarterly Investment Reports.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Investment Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments

Investment Committee

MEMBERSHIP ROSTER

CITY OF SHERMAN
INVESTMENT COMMITTEE

LENGTH OF TERMS:
Term of Elected Office

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Juston Dobbs	4	A 11/16/2021	11/2022	1	Council Member
Pam Howeth	3	U 8/1/2016 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2016 11/2017 11/2018 11/2019 11/2020 11/2021 11/2022	0 1 2 3 4 5 6	Council Member
INVESTMENT COMMITTEE SHALL CONSIST OF THE FOLLOWING CITY OFFICIALS:					
Robby Hefton				NA	City Manager

NOTE: Council Member's appointment expires at end of term of elected office.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 3.

Meeting Date: 11/21/2022

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Reinvestment Committee (2)

Issue:

Council Member Josh Stevenson and Council Member Henry Marroquin currently serve on the City's Tax Reinvestment Committee. Their terms expire in November 2022.

Background:

The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point for the tax reinvestment process.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Reinvestment Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments

Tax Reinvestment Committee

MEMBERSHIP ROSTER

TAX REINVESTMENT COMMITTEE

LENGTH OF TERMS: One Year per By-Laws

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson	2	A 11/21/2017	11/2018	1	Sherman Council Member Voting Member
		R 11/20/2018	11/20/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
Henry Marroquin	3	A 11/16/2021	11/2022	1	Sherman Council Member Voting Member

NOTE: Two (2) Council Members are appointed to this committee.

There are also two Grayson County Members, two Grayson College Members, and two SISD Members
Both SISD Members are Non-Voting Members and are eligible to vote for chairman only



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 4.

Meeting Date: 11/21/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #1 (3)

Issue:

Mayor David Plyler, Council Member Shawn Teamann, and Council Member Juston Dobbs currently serve on the City's Tax Increment Financing Board #1. Their terms expire in November 2022.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number One. TIF Zone Number One incorporates essentially all of the Sherman Town Center, on the west side of U.S. Highway 75 and south of Loy Lake Road.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #1.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Tax Increment Financing Board #1

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #1

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Juston Dobbs	4	A 11/16/2021	11/2022	1	Council Member
Shawn Teamann	1	A 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2017 11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5 6	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017 11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5 6 7 8 9 10 11	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #1

Established by ORDINANCE 5095 – JANUARY 20, 2003

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number One.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 5.

Meeting Date: 11/21/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #2 (3)

Issue:

Mayor David Plyler, Deputy Mayor Pam Howeth and Council Member Daron Holland currently serve on the City's Tax Increment Financing Board #2. Their terms expire in November 2022.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Two. TIF Zone Number Two is comprised of the Central Business District and an area to the north of the district.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #2

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Tax Increment Financing Board #2

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #2

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Pam Howeth	3	A 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5	Council Member
Daron Holland	4	A 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017 11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5 6 7 8 9 10 11 12	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #2

Established by ORDINANCE 5347 – NOVEMBER 7, 2005

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 6.

Meeting Date: 11/21/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #3 (3)

Issue:

Mayor David Plyler, Deputy Mayor Pam Howeth and Council Member Josh Stevenson currently serve on the City's Tax Increment Financing Board #3. Their terms expire in November 2022.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Three. TIF Zone Number Three is comprised of the Sherman Commons development and portions of Loy Lake Road.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #3.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Tax Increment Financing Board #3

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #3

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson	2	A 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2019 11/2020 11/2021 11/2022	1 2 3 4	Council Member
Pam Howeth	3	A 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2017 11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5 6	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017 11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5 6 7 8 9 10 11	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #3

Established by ORDINANCE 5424 – NOVEMBER 6 , 2006

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Three.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 7.

Meeting Date: 11/21/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #5 (3)

Issue:

Mayor David Plyler, Council Member Shawn Teamann, and Council Member Josh Stevenson currently serve on the City's Tax Increment Financing Board #5. Their terms expire in November 2022.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Five. TIF Zone Number Five is located at the northwest intersection of U.S. Highway 75 and F.M. 1417 (Heritage Parkway), and is known as Sherman Crossroads.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #5.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Tax Increment Financing Board #5

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #5

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 5/2/2017	11/2017	1	Mayor
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
Josh Stevenson	2	A 11/20/2018	11/2019	1	Council Member
		R 11/19/2019	11/2020	2	
		R 11/17/2020	11/2021	3	
		R 11/16/2021	11/2022	4	
Shawn Teamann	1	A 5/2/2017	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #5

Established by ORDINANCE 6010 – FEBRUARY 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 8.

Meeting Date: 11/21/2022

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #6 (3)

Issue:

Mayor David Plyler, Deputy Mayor Pam Howeth and Council Member Josh Stevenson currently serve on the City's Tax Increment Financing Board #6. Their terms expire in November 2022.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Six. TIF Zone Number Six is located south of the intersection of U.S. Highway 75 and F.M. 691.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #6.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Tax Increment Financing Board #6
Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #6

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 5/2/2017	11/2017	1	Mayor
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
Pam Howeth	3	A 5/2/2017	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
Josh Stevenson	2	A 11/21/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #6

Established by ORDINANCE 6011 – FEBRUARY 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SIX
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Six.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 9.

Meeting Date: 11/21/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #7 (3)

Issue:

Mayor David Plyler, Deputy Mayor Pam Howeth and Council Member Daron Holland currently serve on the City's Tax Increment Financing Board #7. Their terms expire in November 2022.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Seven. TIF Zone #7 encompasses the southeast corner of U.S. Highway 75 and F.M. 1417, includes approximately 300 acres, and includes the Legacy Village and Bel Air Village developments.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #7.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Tax Increment Financing Board #7

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #7

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 12/5/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5	Mayor
Pam Howeth	3	A 12/5/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5	Council Member
Daron Holland	4	A 12/5/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021	11/2018 11/2019 11/2020 11/2021 11/2022	1 2 3 4 5	Council Member
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #7

Established by RESOLUTION 6301 – NOVEMBER 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Seven.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 10.

Meeting Date: 11/21/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #8 (3)

Issue:

Council Member Josh Stevenson, Council Member Juston Dobbs, and Council Member Henry Marroquin currently serve on the City's Tax Increment Financing Board #8. Their terms expire in November 2022.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Eight. TIF Zone #8 encompasses Heritage Ranch Residential (east side) along Hwy 82 and between Plainview Road and Travis Street.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #8.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Tax Increment Financing Board #8

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #8

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson		A 5/2/2022	11/2022	1	Council Member
Juston Dobbs		A 5/2/2022	11/2022	1	Council Member
Henry Marroquin		A 5/2/2022	11/2022	1	Council Member
		A 5/2/2022	11/2022	1	Grayson County Representative
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #8

Established by Ordinance 6476

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, ONE GRAYSON COUNTY REPRESENTATIVE
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Eight. The TIRZ #8 covers the area in Heritage Ranch Residential (East Side), along Hwy 82 and between Plainview Road and Travis Street.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 11.

Meeting Date: 11/21/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #9 (3)

Issue:

Council Member Josh Stevenson, Council Member Juston Dobbs, and Council Member Henry Marroquin currently serve on the City's Tax Increment Financing Board #9. Their terms expire in November 2022.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Nine. TIF Zone #9 encompasses Heritage Ranch Commercial (west side) along Hwy 82 and between Plainview Road and FM 147 (Heritage Parkway).

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #9.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Tax Increment Financing Board #9

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #9

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson		A 5/2/2022	11/2022	1	Council Member
Juston Dobbs		A 5/2/2022	11/2022	1	Council Member
Henry Marroquin		A 5/2/2022	11/2022	1	Council Member
		A 5/2/2022	11/2022	1	Grayson County Representative
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #9

Established by Ordinance 6477

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, ONE GRAYSON COUNTY REPRESENTATIVE
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Nine. The TIRZ #9 covers the area in Heritage Ranch Commercial (West Side), along Hwy 82 and between Plainview Road and FM 1417 (Heritage Parkway).



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 11/21/2022

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
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
Su	Mo	Tu	We	Th	Fr	Sa
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20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	Mo	Tu	We	Th	Fr	Sa
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24	25	26	27	28	29	30

May						
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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
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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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
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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
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
Su	Mo	Tu	We	Th	Fr	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	City Council Called Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
1/18/2022	Rescheduled - Martin Luther King, Jr. Day
2/9/2022	CIP-Public Works Planning Session
2/23/2022	Joint Meeting - Legal Training (Canceled-Bad Weather)
3/23/2022	Joint Meeting - Legal Training
4/19/2022	Budget Planning Meeting
5/26/2022	Capital Improvement Program Work Session
6/7/2022	Budget Workshop - Day 1
6/16/2022	Special Called Meeting
7/5/2022	Rescheduled - Independence Day
9/6/2022	Rescheduled - Labor Day
9/13/2022	Joint Meeting - SEDCO Board
9/22/2022	Review CompPlan and Zoning Ordinances