CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 6, 2023
5:00 P.M.

A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID PLYLER

A. 3. INVOCATION BY MAYOR DAVID PLYLER

A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 16, 2023.

Special Presentations

B. 1. SPECIAL PRESENTATION
To Present Officer Tim Gann with the Medal of Valor and Officer of the 3rd Quarter award, Present Officer Caleb Burke with the Life Saving Award and to Present Branson Beaver and Joshua Eden with the Citizen Certificate of Merit Awards

Citizen Comments

C. 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

D. 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

E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6668
Amending Chapter 13 of the Code of Ordinances, Entitled "Utilities", Article 13.10, Entitled "Municipal Drainage Utilities", Article 13.10, Entitled "Fee Schedule"; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer Clause

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

E. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6669**

Repealing Ordinance No. 6578 and Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Commercial Amusement Center, Indoor Or Outdoor, And An Outdoor Restaurant In A C-2 (Retail Business) District, Located At 4801 North FM 1417 (Heritage Parkway), Consisting Of 5.742 Acres In The Alfred Hume Survey, Abstract No. 522, Brian Previaty (Owner) And Underwood Drafting & Surveying, Inc. (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6670**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Schools; Elementary, High, College and Universities, Public, Private, or Denominational in a C-2 (General Commercial) District/FM 1417 Overlay District, Located at 4805 North FM 1417 (Heritage Parkway), consisting of 4.250 acres being Lot 1 of the Glitzy Girls Addition, City of Sherman, Grayson County, Texas 680 Investment Properties LLC (Owner) and Educate Texoma, LLC (Applicant) and Underwood Drafting & Surveying (Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6671**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Automobile Repair, Body Work, or Painting in a C-2 (General Commercial) District, Located at 4424 Texoma Parkway, Consisting of 1.935 Acres being in the W.F. Patterson Survey, Abstract No. 969, City of Sherman, Grayson County, Texas; Douglass Distributing (Owner) and Luis Navanete, Texoma Tire Shop (Applicant) and Helvey-Wagner Surveying (Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6672**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow A Meeting Hall in a C-2 (General Commercial) District, Located at 4800 Texoma Parkway, Suite B012 Consisting of 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall, City of Sherman, Grayson County, Texas; Star Midway, LLC (Owner) and Marisa Nunes (Applicant); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6673**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 44.537 acres in the S.C. Inman Survey, Abstract 621 and the T. Shannon Survey, Abstract No. 1136, City of Sherman, Grayson County, Texas, Located in the 2700 Block Blue Flame Road and 5100 Block Fallon Drive, Heretofore Zoned an M-2 (Heavy Manufacturing) District; Rezoning and Placing the Tract in the MF-30 (Multi Family Residential) District Classification, Pilot Point Land Partners, LLC (Owner), Nathan Parrott, Pape-Dawson Engineers (Representative) and Pape-Dawson Engineers (Engineer/Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6674**

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 14 (Zoning Ordinance), Sections 14.08.001 (Definitions) and 14.10.001 (Use Chart); Modifying Certain Existing Regulations Relating to Permitted Uses, Conditional Uses, and Specific Use Permits; Establishing or Modifying Regulations on the Following Use Types: Dwelling, Single-Family for Rent (Build-to-Rent); Dwelling, Two-Family (Duplex); Dwelling, Townhome; Automobile Service Station; and Hookah Bar, Smoking Lounge, Smoke Shop, or Vape Shop; Providing a Penalty clause with a Maximum Fine of $2,000, Savings/Repealing Clause, Severability Clause and an Effective Date; Providing for the Publication fo the Caption Hereof

Close Public Hearing and Consider Adoption of Ordinances

E. 8. **ORDINANCE NO. 6660 (Tabled at the October 16, 2023 City Council Meeting)**

An Ordinance Of The City Council Of The City Of Sherman, Texas, Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 216.22 Acres, Being In The Charles Carter Survey, Abstract No. 229, And The Henry C. Atchison Survey, Abstract No. 22, City Of Sherman, Grayson County, Texas, Located In The 1900-2600 Blocks East Tuck Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The Pd (Planned Development) Of Aspen Park, (Grayson County Land Trust, Owners; Rozann Marquis, Representative; And Kimley-Horn And Associates, Inc., Surveyor); Providing For A Penalty Not To Exceed $2,000.00; 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

E. 9. **ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6668, 6669, 6670, 6671, 6672, 6673, 6674 & 6660.

Resolutions

F. 1. **RESOLUTION NO. 7205**

Renaming Music Street to Raymond Polk Sr. Memorial Drive

F. 2. **RESOLUTION NO. 7206**

Authorizing Execution of an Amended and Restated 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.

F. 3. **RESOLUTION NO. 7207**

Authorizing the Purchase of a 2023 Spartan Legend Pumper from Metro Fire for the Sherman Fire Department through Sourcewell

F. 4. **RESOLUTION NO. 7208**

Authorizing Execution of an Agreement for Fire and Ambulance Services with Grayson County for the Period of October 1, 2023 Through September 30, 2024

F. 5. **RESOLUTION NO. 7209**

Approving the Hazard Mitigation Action Plan Update

F. 6. **RESOLUTION NO. 7210**

Authorizing the Execution of a License Agreement with Sherman Sports and Entertainment, LLC, for the use of Veterans Field

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

F. 7. **RESOLUTION NO. 7211**
Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with Garver, LLC for Design of the Sherman Water Treatment Plant Expansion Project

F. 8. **RESOLUTION NO. 7212**
Approving the Greater Texoma Utility Authority's Intention to Award Preselection of Equipment to Various Companies for the South Wastewater Treatment Plant - MBR Project

F. 9. **RESOLUTION NO. 7213**
Authorizing Execution of a Professional Services Agreement with H.W. Lochner, Inc. for Professional Design Services of the US 82 Ramp Reversal – FM 131 Left Turn Lanes Project

F. 10. **** RESOLUTION NO. 7214***
Repealing Resolution No. 5759; Providing for the Exempting of Certain Vehicles from the Inscription Requirement Under Section 721.005 of the Texas Transportation Code: Authorizing the City Manager or his Designee to designate Exempt Automobiles and Take All Necessary actions Related Thereto

F. 11. **** RESOLUTION NO. 7215***
Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Materials Testing

F. 12. **** RESOLUTION NO. 7216***
Authorizing Execution of a Professional Services Agreement with GEOTEX Engineering, LLC for Geotechnical Construction Materials Testing for the 36-inch West Sherman Water Main Project

F. 13. **** RESOLUTION NO. 7217***
Authorizing the Services for Emergency Repair of the 16" Waterline that Supplies T.I., Tyson, and Finisar from JZ Southern Boyz Services, LLC for the Distribution Services Department

F. 14. **** RESOLUTION NO. 7218***
Authorizing the Purchase of a New Supershot 125DC w/100 CFM Compressor Crack Sealer from Crafco for the Street Maintenance Department through Sourcewell.

F. 15. **** RESOLUTION NO. 7219***
Authorizing the Purchase of a new T480 Dump Truck for the Distribution Services Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard).

F. 16. **** RESOLUTION NO. 7220***
Authorizing the Purchase of a new U55-5R3A Mini Excavator from Zimmerer Kubota for Distribution Services through Sourcewell

F. 17. **** RESOLUTION NO. 7221***
Authorizing the Purchase of a new SVL75-3HWCC Skid Steer from Zimmerer Kubota for the Distribution Services Department through Sourcewell.

F. 18. **** RESOLUTION NO. 7222***
Authorizing the Purchase and Installation of a new HVAC System from McDaniel Air Conditioning & Heating for City Hall Through TIPS

F. 19. **** RESOLUTION NO. 7223***

Awarding a Bid to and Authorizing Execution of a Contract with 1 Priority Environmental Services, LLC for Asbestos Abatement Services for Fire Station No. 1

F. 20. **** RESOLUTION NO. 7224***

Authorizing the Purchase of a New Galfab Roll Off Truck from MHC Kenworth for the Solid Waste Department through Sourcewell

F. 21. **** RESOLUTION NO. 7225***

Authorizing the Purchase of Three New Ford F150s from Silsbee Ford, INC through TIPS Purchasing Cooperative for the Sherman Police Department

Consider Board/Commission Appointments

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

(a) Airport Advisory Board (4)

H. **COUNCIL COMMENTS**

Executive Session

I. 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.
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. (a) Sherman Economic Development Corporation Board of Directors (2)

Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. (a) Crossroad Development (b) Heritage Ranch
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

J. 1. OPEN MEETING

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

K. ADJOURNMENT

COUNCIL CALENDAR

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

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 3, 2023 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3rd day of November, 2023.
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	Deputy Mayor	Council Members	
David Plyler	Josh Stevenson	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Shawn C. Teamann, Council – District #1	Daron Holland, Council – District #4

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **A. 4.**

Meeting Date: 11/06/2023

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 16, 2023.

Issue:

Attachments

October 16, 2023
Aspen Park Planned Development
Pape-Dawson Infrastructure Presentation

STATE OF TEXAS §

October 16, 2023

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 October 16, 2023.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **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 Shawn Teamann.

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meetings of September 18, 2023, and October 2, 2023. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE. MOTION CARRIED.

PROCLAMATION

"AUSTIN COLLEGE" -- 175TH ACADEMIC YEAR — **AUSTIN COLLEGE 175TH ACADEMIC YEAR**

Mayor Plyler presented a proclamation to Dr. Steven O'Day, President of Austin College, recognizing Austin College's 175th Academic Year. He said it was also the oldest college in Texas, still under its original charter.

Dr. O'Day thanked the Mayor and City Council for the proclamation. He said they are honored to be part of the Sherman community.

CITIZEN'S COMMENTS

ZONE CHANGE FOR 814 EAST HOUSTON STREET — **ZONE CHANGE FOR 814 E. HOUSTON ST**

Scott Schueler, Realtor, Frisco, Texas, appeared to discuss Item E-4, concerning the rezoning of lots at 814 East Houston Street. The property is currently under contract to sell, and Mr. Schueler represents the buyer.

When the property is rezoned to residential, he wanted to be sure the lots weren't merged into one lot, but will remain three separate residential lots.

CONSENT AGENDA — **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. Council Member Teamann moved to approve the Consent Agenda, as presented. Second by Deputy Mayor Stevenson. All present voted AYE.

CONSENT AGENDA — **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.

The Council reviewed the Consent Agenda. Council Member Teamann moved to approve the Consent Agenda, subject to the Staff Review Letter. Second by Council Member Holland. All present voted AYE.

Mayor Plyler introduced Ordinance No. 6659 and called for a public hearing: — **ORD 6659 ZONE CHANGE (2700-3400 BLOCKS S. FM 1417)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 10.771 ACRES, BEING IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2700-3400 BLOCKS SOUTH FM 1417 (HERITAGE PARKWAY), HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT/FM 1417 OVERLAY DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT/FM 1417 OVERLAY DISTRICT ZONING CLASSIFICATION, (BOB TESCH INVESTMENTS, LLC, OWNER; AND PAPE-DAWSON ENGINEERS, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLUASE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Rob Rae, Development Services Director, said this zone change is from M-1 to C-1. The Planning and Zoning Commission and the staff both recommend approval of the zone change, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6659.

Mayor Plyler introduced Ordinance No. 6660 and called for a public hearing: — **ORD 6660 ZONE CHANGE (1900-2600 BLOCKS E. TUCK ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 216.22 ACRES, BEING IN THE CHARLES CARTER SURVEY, ABSTRACT NO. 229, AND THE HENRY C. ATCHISON SURVEY, ABSTRACT NO. 22, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1900-2600 BLOCKS EAST TUCK STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) OF ASPEN PARK, (GRAYSON COUNTY LAND TRUST, OWNERS; ROZANN MARQUIS, REPRESENTATIVE; AND KIMLEY-HORN AND

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

Mr. Rae said this zone change is a request to rezone from R-6 to a Planned Development. The staff has been working with the applicant for over a year. There has been a legal review and a review by the City's consultant Halff Associates.

<u>Rozann Marquis, Realtor, Rowlett, Texas</u>
Ms. Marquis appeared representing the applicant. The tract is a one-mile long tract and they wanted to create something more original. She discussed the attributes of Sherman that intrigued their company. She addressed the "high-earning, suburban dwelling" workforce, but said no one was addressing the needs of the other workforce…the nurses, the technicians, the workers for these companies.

She said they also saw an opportunity to bring in services that weren't being provided on the east side, such as small grocery stores, and "mom and pop" shops. Therefore, the design is unique.

Ms. Marquis said they have created pocket parks throughout the development, that are five minutes apart, for people that like to walk. They wanted to make it a 100% walkable community. It's not a "shopping destination," it's a "living destination," with the right mix.

She said their studies show that a 15% cap on retail, preserves the character and density of the development. It can also be enjoyed by adjacent communities. There are also "micro" retail opportunities in the development, with some of the major retailers adapting to smaller store sizes. In this type of development, walking is prominent, instead of parking.

Mr. Rae said the Planning and Zoning Commission recommended approval of the zone change, subject to the Staff Review Letter. However, the staff is recommending that the zone change be tabled until the next City Council Meeting.

No other citizens appeared before the City Council to discuss Ordinance No. 6660.

Mayor Plyler introduced Ordinance No. 6661 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 19.950 ACRES BEING A PART OF THE SAMUEL M. McGLOTHLIN SURVEY, ABSTRACT NO. 811, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2305 AND 2615 GRAYSTONE ROAD, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, EVERGREEN PARKS LAND

ORD 6661
ZONE CHANGE
(2305 & 2615 GRAYSTONE RD)

HOLDINGS (OWNER), TERRIN BERTHOLF (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this is a zone change from R-6 to R-4. The applicant received a SUP in July 2022, for patio homes on 99 lots. Since that time, the City has updated the Zoning Ordinance to allow for R-4 zoning. The applicant would like to have the property rezoned to match what was approved with the SUP.

The Planning and Zoning Commission and the staff both recommend approval of the zone change, subject to the Staff Review Letter.

<u>Terrin Bertholf, Realtor, Sherman, Texas</u>
Mr. Bertholf appeared representing the request, and said he requested the zone change to R-6 a year ago, with 50' lots, under a SUP. At that time there was not R-4 zoning. This request would update the site to be inline with Sherman's new zoning, and removed the outdated SUP. He said this will minimize confusion for future residents. He said this will reduce the lot count to 96 because of some "corner lot clips." This will also reduce the HOA cost.

No other citizens appeared before the City Council to discuss Ordinance No. 6661.

ORD 6662 ZONE CHANGE (814 E. HOUSTON ST)

Mayor Plyler introduced Ordinance No. 6662 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING IN BLOCK 11, LOTS 16-18, CHAFFINS 1ST ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 814 EAST HOUSTON STREET, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, NORBERTO GALARZA (OWNER), UBER GALAVIZ (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this was a zone change from a C-1 to R-6 District, to build single-family residential. The Planning and Zoning Commission and the staff both recommend approval of the zone change, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6662.

ORD 6663
ZONE CHANGE
(819 N. WALNUT ST)

Mayor Plyler introduced Ordinance No. 6663 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.173 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 819 NORTH WALNUT STREET, HERETOFORE ZONED MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, RAZA MIAN (OWNER), LEXINGTON WRIGHT (REPRESENTATIVE) AND COPLEY LAND SURVEYING (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said the applicant would like to construct a single-family home on this lot that is currently zoned MF-30. To do that, the property needs to be rezoned to R-5.

The Planning and Zoning Commission and the staff both recommend approval of the zone change, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6663.

ORD 6664
ZONE CHANGE
(2801 BLOCK BLUE FLAME RD & 300 BLOCK FM 691)

Mayor Plyler asked to read the captions of Ordinances Nos. 6664, 6665, and 6666 together.

Mayor Plyler introduced Ordinance No. 6664 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, TRACT 1, CONSISTING OF 64.841 ACRES IN THE DAVID HARRISON SURVEY, ABSTRACT NO. 587, THE WILLIAMS MILLIGAN SURVEY, ABSTRACT NO. 875 AND THE DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2801 BLOCK BLUE FLAME ROAD AND THE 3000 BLOCK FM 691, HERETOFORE ZONED AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT CLASSIFICATION, JAYNE WHARTON JOINER GRIMES (OWNER), DAVID KALHOEFER, PELOTON LAND SOLUTIONS (REPRESENTATIVE) AND PELOTON LAND SOLUTIONS (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6665
ZONE CHANGE
(2801 BLOCK BLUE FLAME RD & 3000 BLOCK FM 691)

Mayor Plyler introduced Ordinance No. 6665 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A

TRACT OF LAND, TRACT 2, CONSISTING OF 24.000 ACRES IN THE DAVID HARRISON SURVEY, ABSTRACT NO. 587, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2801 BLOCK BLUE FLAME ROAD AND THE 3000 BLOCK FM 691, HERETOFORE ZONED AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, JAYNE WHARTON JOINER GRIMES (OWNER), DAVID KALHOEFER, PELOTON LAND SOLUTIONS (REPRESENTATIVE) AND PELOTON LAND SOLUTIONS (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6666 ZONE CHANGE (2801 BLOCK BLUE FLAME RD & 3000 BLOCK FM 691)

Mayor Plyler introduced Ordinance No. 6666 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, TRACT 3, CONSISTING OF 16.400 ACRES IN THE DAVID HARRISON SURVEY, ABSTRACT NO. 587 AND THE DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2801 BLOCK BLUE FLAME ROAD AND THE 3000 BLOCK FM 691, HERETOFORE ZONED AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-15 (MULTI FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, JAYNE WHARTON JOINER GRIMES (OWNER), DAVID KALHOEFER, PELOTON LAND SOLUTIONS (REPRESENTATIVE) AND PELOTON LAND SOLUTIONS (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this is a mixed-use development, with three tracts that they would like to rezone. The base zoning is currently R-6. They would like to zone the 60 acre tract along FM 691, to C-1; they would like to rezone the second tract to R-4, to build about 65, 40' lots; and they would like to rezone the third tract to MF-15, to construct a build-to-rent, single family for rent, development.

The Planning and Zoning Commission recommended approval of the zone changes, subject to the Staff Review Letters. The staff recommends approval of Ordinance Nos. 6664 and 6665, but denial of Ordinance No. 6666, because the City is in the middle of a Zoning Ordinance rewrite regarding the build-to-rent developments.

<u>David Kalhoefer, Senior Planner, Peloton Land Solutions</u>
Mr. Kalhoefer appeared representing all three requests. He said they have been working on the BTR portion for quite a while, and are talking about multi-family. He explained that the tract is so large because they can only develop about half of the tract, because there is a 20' drop between Blue Flame Road and the railroad. He pointed out the drainage area on the map, which will remain wooded. There will also be four to six acres of open space.

He asked that all three ordinances be approved and said their site on the BTR is so small, they won't be able to "do a lot of it."

No other citizens appeared before the City Council to discuss Ordinance Nos. 6664, 6665, and 6666.

Mayor Plyler introduced Ordinance No. 6667 and called for a public hearing:

ORD 6667 ZONE CHANGE (1900 BLOCK W. WASHINGTON ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 30.905 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1900 BLOCK WEST WASHINGTON STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, WEST SHERMAN BAPTIST CHURCH, INC (OWNER), BRYAN BLAGG, WYLDEWOOD HOMES, LLC (REPRESENTATIVE) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this is a zone change from R-6 to R-5, and the developer would like to build 62 lots. He said there was one opposition letter received and two opposition comments at the Planning and Zoning Commission Meeting.

The Planning and Zoning Commission and the staff both recommend approval of the zone change, subject to the Staff Review Letter.

<u>Bryan Blagg, General Manager, Wyldewood Homes</u>

Mr. Blagg is the developer of this property and has been in discussions with the Church for about three years, and are now under contract. They would like a zone change from R-6 to R-5, but the lot size will be 54' wide by 110' deep. The product will be the same that's in Phase 1 and 2.

He said the two "opposition" comments really just had questions about the railroad. He was available to answer any questions that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6667.

The Public Hearing was closed.

<u>Ordinance 6662</u>

ORD 6662 ZONE CHANGE (814 E. HOUSTON ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING IN BLOCK 11, LOTS 16-18, CHAFFINS 1ST ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 814 EAST HOUSTON STREET, HERETOFORE

ZONED C-1 (RETAIL BUSINESS) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, NORBERTO GALARZA (OWNER), UBER GALAVIZ (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6662, as presented. Second by Council Member Teamann.

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

Ordinance 6661 — **ORD 6661 ZONE CHANGE (2305 & 2615 GRAYSTONE RD)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 19.950 ACRES BEING A PART OF THE SAMUEL M. McGLOTHLIN SURVEY, ABSTRACT NO. 811, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2305 AND 2615 GRAYSTONE ROAD, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, EVERGREEN PARKS LAND HOLDINGS (OWNER), TERRIN BERTHOLF (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6661, as presented. Second by Deputy Mayor Stevenson.

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

Ordinance 6660 — **ORD 6660 ZONE CHANGE (1900-2600 BLOCKS E. TUCK ST) (TABLED)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 216.22 ACRES, BEING IN THE CHARLES CARTER SURVEY, ABSTRACT NO. 229, AND THE HENRY C. ATCHISON SURVEY, ABSTRACT NO. 22, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1900-2600 BLOCKS EAST TUCK STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) OF ASPEN PARK, (GRAYSON COUNTY LAND TRUST, OWNERS; ROZANN MARQUIS, REPRESENTATIVE; AND KIMLEY-HORN AND ASSOCIATES, INC., SURVEYOR); PROVIDING FOR A PENALTY

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

ACTION TAKEN.

Motion by Council Member Teamann to table Ordinance No. 6660. Second by Deputy Mayor Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED TO TABLE.

ORD 6666
ZONE CHANGE (2801 BLOCK BLUE FLAME RD & 3000 BLOCK FM 691) (DENIED)

Ordinance 6666

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, TRACT 3, CONSISTING OF 16.400 ACRES IN THE DAVID HARRISON SURVEY, ABSTRACT NO. 587 AND THE DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2801 BLOCK BLUE FLAME ROAD AND THE 3000 BLOCK FM 691, HERETOFORE ZONED AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-15 (MULTI FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, JAYNE WHARTON JOINER GRIMES (OWNER), DAVID KALHOEFER, PELOTON LAND SOLUTIONS (REPRESENTATIVE) AND PELOTON LAND SOLUTIONS (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Council Member Teamann asked if the Council could restrict this ordinance, and their request for BTR. Ryan Pittman, City Attorney, said that wasn't an option because the request before the Council is a zone change. The Council doesn't have the ability to add conditions or modify the request.

Deputy Mayor Stevenson verified that they wanted to build BTR homes.

Mr. Kalhoefer said that is the plan, but they can only construct 10 BTR units, because of the undevelopable land. They plan to look at MF-15, which would be strictly residential, to see if that would be appropriate.

Council Member Marroquin verified that they couldn't develop the bottom part of the property. Mr. Kalhoefer said that is a drainage area, and is undevelopable. He said they "didn't want to disturb the hardwood trees" in that area.

Council Member Dobbs asked for clarification on what the Council would be approving with the C-1 designation. Mr. Rae said they would be approving the ability for them to develop that property as retail or commercial.

Council Member Dobbs said this area was a "gateway into Sherman, from the north" and he wasn't excited about 40' lots. He

thought it should remain 60' lots. He preferred to keep it R-6 and R-4.

Council Member Teamann asked if C-1 allowed second story multi-family. Mr. Rae said, not as a permitted use, but the zoning ordinance was recently updated to allow it with a Specific Use Permit, for multi-family on the second through fourth floors of a commercial property.

Council Member Teamann asked about tabling Ordinance 6666 until changes are made to the zoning ordinance. Mr. Pittman said the Council could move to table, but depending on how the MF-15 District changes, it may affect this request. But at this time, they didn't know how the requirements might change.

Council and staff discussed how changes to the ordinance would affect the application. Mr. Pittman said it would depend on the number of changes and the type of changes.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to deny Ordinance No. 6666, as presented. Second by Council Member Dobbs.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED TO DENY.

Ordinance 6664

ORD 6664 ZONE CHANGE (2801 BLOCK BLUE FLAME RD & 300 BLOCK FM 691)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, TRACT 1, CONSISTING OF 64.841 ACRES IN THE DAVID HARRISON SURVEY, ABSTRACT NO. 587, THE WILLIAMS MILLIGAN SURVEY, ABSTRACT NO. 875 AND THE DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2801 BLOCK BLUE FLAME ROAD AND THE 3000 BLOCK FM 691, HERETOFORE ZONED AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT CLASSIFICATION, JAYNE WHARTON JOINER GRIMES (OWNER), DAVID KALHOEFER, PELOTON LAND SOLUTIONS (REPRESENTATIVE) AND PELOTON LAND SOLUTIONS (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Teamann to approve Ordinance No. 6664, as presented. Second by Deputy Mayor Stevenson.

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

Ordinance 6667

ORD 6667 ZONE CHANGE (1900 BLOCK W. WASHINGTON ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 30.905 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1900 BLOCK WEST WASHINGTON STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, WEST SHERMAN BAPTIST CHURCH, INC (OWNER), BRYAN BLAGG, WYLDEWOOD HOMES, LLC (REPRESENTATIVE) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Council Member Teamann asked if they were still supplying the 10% open space. Mr. Blagg verified this was true. He explained that there was a 100' wide powerline right-of-way in the railroad easement, and asked if they were allowed to use that. Mr. Rae said they were, with an encroachment easement from Oncor.

Mr. Blagg said they would be donating additional hike and bike trails, on the south side. He said there were some adverse position claims from the owners on Archer and Sandra Street. He is trying to work that out.

Council Member Dobbs asked if he was planning to keep the trees on the property.

Mr. Blagg said they will need to clear what is needed for the right-of-way of Wildwood Way, but will try to keep other trees. They will save the trees in the electric right-of-way, and that are in the backyards.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6667, as presented. Second by Deputy Mayor Stevenson.

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

Ordinance 6659

ORD 6659 ZONE CHANGE (2700-3400 BLOCKS S. FM 1417)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 10.771 ACRES, BEING IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2700-3400 BLOCKS SOUTH FM 1417 (HERITAGE PARKWAY), HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT/FM 1417 OVERLAY DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT/FM 1417 OVERLAY DISTRICT ZONING

CLASSIFICATION, (BOB TESCH INVESTMENTS, LLC, OWNER; AND PAPE-DAWSON ENGINEERS, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLUASE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Ordinance No. 6659, as presented. Second by Council Member Holland.

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

Ordinance 6656

ORD 6656
ZONE CHANGE
(1604 S. TRAVIS ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 0.944 ACRES, BEING IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 BEING PART OF BLOCK "B" OF STAPLES ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1604 SOUTH TRAVIS STREET, HERETOFORE ZONED AN C-1 (RETAIL BUSINESS) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-TH (TOWNHOME RESIDENTIAL) DISTRICT CLASSIFICATION, (DAVID ASHLEY, OWNER); LUIS MORAN, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Holland to remove Ordinance No. 6656, from table for discussion. Second by Council Member Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED TO REMOVE FROM TABLE.

Mr. Rae said this item was tabled at the last Council Meeting because the applicant was not present to answer questions that the Council had.

The request was for a zone change from a C-1 and R-6 District to a Townhome District. The applicant would like to build nine townhomes that would front on Travis Street.

There was opposition from surrounding neighbors at the Planning and Zoning Meeting. Staff recommends approval of the request because it would be an improvement to the site. The Planning and Zoning Commission also recommend approval of the zone change, subject to the Staff Review Letter.

Luis Moran, Moran Developments
Mr. Moran is the applicant for the zone change.
Deputy Mayor Stevenson asked about the rear parking for the townhomes. Mr. Moran said they have talked about adding a private entrance in back of the four lots.

Council Member Teamann verified that all parking for the units was currently in the back. Council Member Howeth expressed concern about the amount of parking on Travis Street.

Council Member Teamann said the City doesn't maintain alleys. Mr. Moran said they are setting up a Home Owner's Association for maintenance by the property owners. Council Member Howeth asked him to make sure that the residents understand that the City of Sherman will not maintain the alley for them. Each resident will have a two car garage in the back of their townhome.

ACTION TAKEN.
Motion by Council Member Howeth to approve Ordinance No. 6656, as presented. Second by Council Member Teamann.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6663 **ORD 6663 ZONE CHANGE (819 N. WALNUT ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.173 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 819 NORTH WALNUT STREET, HERETOFORE ZONED MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, RAZA MIAN (OWNER), LEXINGTON WRIGHT (REPRESENTATIVE) AND COPLEY LAND SURVEYING (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6665 **ORD 6665 ZONE CHANGE (2801 BLOCK BLUE FLAME RD & 3000 BLOCK FM 691)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, TRACT 2, CONSISTING OF 24.000 ACRES IN THE DAVID HARRISON SURVEY, ABSTRACT NO. 587, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2801 BLOCK BLUE FLAME ROAD AND THE 3000 BLOCK FM 691, HERETOFORE ZONED AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, JAYNE WHARTON JOINER GRIMES (OWNER), DAVID KALHOEFER, PELOTON LAND SOLUTIONS (REPRESENTATIVE) AND PELOTON LAND SOLUTIONS (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A

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

ACTION TAKEN.
Motion by Council Member Teamann to approve Ordinance Nos. 6663 and 6665, as presented. Second by Deputy Mayor Stevenson.
VOTING AYE: Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: Dobbs (Ordinance No. 6665).
MOTION CARRIED.

RES 7183 APPRAISAL DISTRICT RENOVATIONS & IMPROVEMENTS

RESOLUTION NO. 7183 -- APPROVING THE GRAYSON CENTRAL APPRAISAL DISTRICT'S RESOLUTION #2023-02 TO CONSTRUCT OR RENOVATE A BUILDING OR OTHER IMPROVEMENTS AS NECESSARY TO ESTABLISH AND OPERATE THE APPRAISAL OFFICE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GRAYSON CENTRAL APPRAISAL DISTRICT'S RESOLUTION #2023-02 TO CONSTRUCT OR RENOVATE A BUILDING OR OTHER IMPROVEMENTS AS NECESSARY TO ESTABLISH AND OPERATE THE APPRAISAL OFFICE.

Mary Lawrence, Director of Finance, said the Grayson County Appraisal District approved a resolution to renovate their current location at 512 North Travis Street. They budgeted for the renovation, with no additional cost to the taxing entities. It was already included in their approved budget.

To proceed with the renovation, they need three-fourths of the taxing units to approve the proposal. The estimated cost will be about $700,000, to extend the life of the facility.

Council Member Howeth verified that additional City money would not be used. Ms. Lawrence said the money is already included in their approved budget for the year.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Resolution No. 7183, as presented. Second by Council Member Teamann.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Mayor Plyler said, for disclosure, he did not vote on this Resolution.

Mayor Plyler asked that the caption of Resolution Nos. 7184, 7185, and 7186 be read together.

RES 7184 WWTP - MBR PROJECT

RESOLUTION NO. 7184 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE GUARANTEED MAXIMUM PRICE A, B, C (GMP A, B, C), TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT - MBR PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE GUARANTEED MAXIMUM PRICE A, B, C (GMP A, B, C) TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT - MBR PROJECT.

RESOLUTION NO. 7185 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE MEMBRANE BIOLOGICAL REACTOR EQUIPMENT TO VEOLIA WATER TECHNOLOGIES & SOLUTIONS FOR THE SOUTH WASTEWATER TREATMENT PLANT

RES 7185 WWTP - MEMBRANE BIOLOGICAL REACTOR PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE MEMBRANE BIOLOGICAL REACTOR EQUIPMENT BID TO VEOLIA WATER TECHNOLOGIES & SOLUTIONS FOR THE SOUTH WASTEWATER TREATMENT PLANT.

RESOLUTION NO. 7186 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD PRESELECTION OF ELECTRICAL EQUIPMENT TO ELLIOT ELECTRIC SUPPLY, INC. FOR THE SOUTH WASTEWATER TREATMENT PLANT - MBR PROJECT

RES 7186 WWTP - MBR PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD PRESELECTION OF ELECTRICAL EQUIPMENT TO ELLIOT ELECTRIC SUPPLY, INC. FOR THE SOUTH WASTEWATER TREATMENT PLANT - MBR PROJECT.

Tom Pruitt, Utility Engineer, said this project is an amendment to the Kiewit contract for the CMAR contractor for the Wastewater Treatment Plant. They have proposed an amendment for GMP A, B, and C.

As part of that, these three bid packages will allow the contractor to proceed with payment request for services in these three categories, in the amount of $54 million.

The two items in Resolution Nos. 7185 and 7186 will be undertaken through the project.

Deputy Mayor Stevenson asked about the timeline for the project. Mr. Pruitt said they would start on the project immediately.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution Nos. 7184, 7185, and 7186, as presented. Second by Council Member Howeth.

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

RES 7187
INTERURBAN PKWY

RESOLUTION NO. 7187 -- RENAMING HOLLY AVENUE, WEST MOORE STREET FROM HOLLY AVENUE TO FM 1417, AND FLANARY ROAD FROM FM 1417 TO 5120 FLANARY ROAD TO INTERURBAN PARKWAY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENAMING HOLLY AVENUE, WEST MOORE STREET FROM HOLLY AVENUE TO FM 1417, AND FLANARY ROAD FROM FM 1417 TO 5120 FLANARY ROAD TO INTERURBAN PARKWAY.

Wayne Lee, Director of Engineering, said, on the City's Master Thoroughfare Plan and the County Thoroughfare Plan, there is a proposed four-lane, divided roadway that goes from Center Street to Hwy 902, and beyond.

The City recently completed an extension of West Moore Street, from Travis Street to FM 1417, and to Flanary Road. Normally you don't have two street names on one street

After researching the area, the old Interurban Rail, which went through Sherman, from Denison to Dallas, originally ran parallel to West Moore Street and Flanary Road, through Shepherd's Place, where the street is.

The staff is proposing to honor that Interurban route by naming West Moore Street, part of Holly Road, and Flanary Road to Interurban Parkway.

He said the residents have been notified about the changes, and only one resident had questions. Council Member Holland asked that the staff do everything they can to make the address changes "more friendly" for the residents.

Deputy Mayor Stevenson verified that four or five residents on Moore Street will be affected, and maybe six on Flanary Road.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7187, as presented. Second by Deputy Mayor Stevenson.

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

RES 7188
WTP - EDR REHAB PROJECT

RESOLUTION NO. 7188 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO AN AGREEMENT WITH M & M INDUSTRIAL CONTROL SERVICES, INC. FOR THE PURCHASE AND INSTALLATION OF THE EQUIPMENT, PROGRAMMING AND CONTROLS FOR THE WATER TREATMENT PLANT EDR REHABILITATION PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO AN AGREEMENT WITH M&M INDUSTRIAL CONTROL SERVICE, INC. FOR THE PURCHASE AND INSTALLATION OF THE EQUIPMENT, PROGRAMMING AND

CONTROLS FOR THE WATER TREATMENT PLANT EDR REHABILITATION PROJECT.

Jim Cross, Water Systems Manager, said this project is a continuation of the rehab project at the Water Treatment Plant. Council approved the rehab for the EDR system, with all new EDRs. This project will be to approve GTUA's agreement with the programmer and designer of the controls for the system.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Resolution No. 7188, as presented. Second by Council Member Teamann.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7189 TRUNKING RADIO SYSTEM

RESOLUTION NO. 7189 -- AUTHORIZING THE PURCHASE OF A TAIT TRUNKING RADIO SYSTEM FOR THE CITY OF SHERMAN FROM STOLZ TELECOM UNDER BUYBOARD CONTRACT NUMBER 696-23/H-GACRA05-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A TAIT TRUNKING RADIO SYSTEM FOR THE CITY OF SHERMAN PUBLIC SAFETY FROM STOLZ UNDER BUYBOARD CONTRACT NUMBER 696-23/H-GACRA05-21.

Shawn Hackworth, IT Manager, explained that this upgrade will update and modernize the City's existing radio system. They will keep the old system, but the new system will allow them to improve communications, security, and allow current users to talk at the same time.

Moises Duran, Emergency Management Coordinator, reiterated that the new system will increase the safety of the first responders, by allowing more channels and more communication groups. The new system will allow various "talk paths." Dispatch will be able to send an emergency alert, even if the system is "keyed" for talk, because there will be multiple pathways.

By keeping the old system for a while, there will be a redundancy in communications, so the City can talk with surrounding agencies. The system will also allow industry to tie-in, if they wish.

Deputy Mayor Stevenson asked when the trunking radio system was last updated. Mr. Hackworth said the City has previously had a conventional system, not a trunking system. This will move the City into a new technology.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Resolution No. 7189, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7190
RADIO UPGRADES

RESOLUTION NO. 7190 -- AUTHORIZING THE PURCHASE OF UPGRADES TO EXISTING RADIOS FOR CONNECTING TO TRUNKING SYSTEM FOR THE CITY OF SHERMAN PUBLIC SAFETY EQUIPMENT FROM MOTOROLA UNDER TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NUMBER 22918-DIR-TSO-4101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF UPGRADES TO EXISTING RADIOS FOR CONNECTING TO TRUNKING SYSTEM FOR THE CITY OF SHERMAN PUBLIC SAFETY EQUIPMENT FROM MOTOROLA UNDER TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NUMBER 22918-DIR-TSO-14101.

Mr. Hackworth said this contract will allow the City to upgrade existing equipment for the new trunking system.

Council Member Howeth asked how long the switch over would take. Mr. Hackworth said it should take approximately six months.

ACTION TAKEN.

Motion by Council Member Dobbs to approve Resolution No. 7190, as presented. Second by Deputy Mayor Stevenson.

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

RES 7191
LAKE TEXOMA PUMP STATION EXPANSION

RESOLUTION NO. 7191 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE LAKE TEXOMA PUMP STATION EXPANSION - PUMP PROCUREMENT BID SHM23287.1 TO SMITH PUMP INC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE LAKE TEXOMA PUMP STATION EXPANSION - PUMP PROCUREMENT BID SHM23287.1 TO SMITH PUMP INC.
CONSENT AGENDA.

RES 7192
LAKE TEXOMA PUMP STATION EXPANSION

RESOLUTION NO. 7192 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE LAKE TEXOMA PUMP STATION EXPANSION - MCC PROCUREMENT BID SHM23287.2 TO ELLIOT ELECTRICAL SUPPLY, INC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE LAKE TEXOMA PUMP STATION EXPANSION - MCC PROCUREMENT BID SHM23287.2 TO ELLIOT ELECTRICAL SUPPLY, INC.
CONSENT AGENDA.

RES 7193
ANNUAL SUPPLY GAS & DIESEL FUELS

RESOLUTION NO. 7193 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT TO W. DOUGLASS DISTRIBUTING FOR AN ANNUAL SUPPLY OF GASOLINE AND DIESEL FUELS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING

EXECUTION OF A CONTRACT WITH W. DOUGLASS DISTRIBUTING FOR AN ANNUAL SUPPLY OF GASOLINE AND DIESEL FUELS FOR THE CITY OF SHERMAN.
CONSENT AGENDA.

RESOLUTION NO. 7194 -- AUTHORIZING THE PURCHASE OF RIFLE-RESISTANT BODY ARMOR FOR THE SHERMAN POLICE DEPARTMENT FROM PRIMARY ARMS, LLC THROUGH BUYBOARD

RES 7194 RIFLE-RESISTANT BODY ARMOR

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PURCHASE OF RIFLE-RESISTANT BODY ARMOR FOR THE SHERMAN POLICE DEPARTMENT THROUGH GRANT FUNDING AWARDED BY THE GOVERNOR'S OFFICE - CRIMINAL JUSTICE DIVISION.
CONSENT AGENDA.

RESOLUTION NO. 7195 -- AUTHORIZING THE PURCHASE OF RESIDENTIAL GARBAGE CANS FOR THE SHERMAN SOLID WASTE DEPARTMENT FROM REHIRIG PACIFIC COMPANY THROUGH BUYBOARD

RESIDENTIAL GARBAGE CAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF RESIDENTIAL GARBAGE CANS FOR THE SHERMAN SOLID WASTE DEPARTMENT FROM REHIRIG PACIFIC COMPANY THROUGH BUYBOARD.
CONSENT AGENDA.

RESOLUTION NO. 7196 -- AUTHORIZING THE PURCHASE OF AMMUNITION FOR THE SHERMAN POLICE DEPARTMENT FROM VARIOUS SUPPLIERS THROUGH BUYBOARD

ANNUAL SUPPLY AMMUNITION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF AMMUNITION FOR THE SHERMAN POLICE DEPARTMENT FROM VARIOUS SUPPLIERS THROUGH BUYBOARD.
CONSENT AGENDA.

RESOLUTION NO. 7197 -- AUTHORIZING THE PURCHASE OF PISTOLS FOR THE SHERMAN POLICE DEPARTMENT FROM PRIMARY ARMS, LLC THROUGH BUYBOARD

ANNUAL SUPPLY PISTOLS FOR POLICE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF PISTOLS FOR THE SHERMAN POLICE DEPARTMENT FROM PRIMARY ARMS, LLC THROUGH BUYBOARD.
CONSENT AGENDA.

RESOLUTION NO. 7198 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH TESORO AM, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7198 MAIN STREET REIMBURSEMENT (A TOUCH OF CLASS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH TESORO AM, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE

TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7199 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH VITINA'S DELI DELIGHTS LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7199 MAIN STREET REIMBURSEMENT (VITINA'S DELI DELIGHTS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH VITINA'S DELI DELIGHTS LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7200 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH CAMINO VIEJO MEXICAN RESTAURANT LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7200 MAIN STREET REIMBURSEMENT (CAMINO VIEJO)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH CAMINO VIEJO MEXICAN RESTAURANT LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7201 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH TEXOMA COMMUNICATIONS, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7201 MAIN STREET REIMBURSEMENT (TEXOMA COMMUNICATIONS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH TEXOMA COMMUNICATIONS, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7202 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH KATRINA COFFMAN AND SARAH PIERCE FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7202 MAIN STREET REIMBURSEMENT (KATRINA COFFMAN & SARAH PIERCE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH KATRINA COFFMAN AND SARAH PIERCE FOR THE GRANT OF INCENTIVES PURSUANT TO

CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7203 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH THE ZEN BAR LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7203 MAIN STREET REIMBURSEMENT (ZEN BAR)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH THE ZEN BAR LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7204 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH L & T AUTO PARTS, INC. FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7204 MAIN STREET REIMBURSEMENT (L & T AUTO PARTS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH L & T AUTO PARTS, INC. FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

REQUEST TO ADVERTISE
PURCHASE MULTIPLE FLEET VEHICLES FOR MULTIPLE CITY DEPARTMENTS

REQ TO ADVERTISE ANNUAL FLEET PURCHASES

The City Council approved the request to advertise for the purchase of multiple fleet for various City departments. Vehicles will be purchased for Parks Maintenance, Building Maintenance, Equipment Services, Production Services, Treatment Services, and Stormwater Services.
CONSENT AGENDA.

OTHER BUSINESS
RECEIVE PRESENTATION FROM POLICE SERGEANT BRETT MULLEN ON THE POLICE DEPARTMENT'S ANNUAL HALLOWEEN EVENT, "FRIGHT FEST"

FRIGHT FEST (OCT. 30, 2023)

Sergeant Brett Mullen, Police Department, presented an update on the Department's Annual Halloween "Fright Fest." This year the event will be held on October 30, 2023, from 6:00 p.m. to 8:30 p.m., at Pecan Grove Athletic Complex.

The event began 22 years ago, in 2001, after the 9/11 attacks, to give families a safe place for their kids to trick-or-treat. Over the years, the event has grown, and now draws between 2,000 and 3,000 people.

In 2021, the event was moved from the Municipal Grounds to the Pecan Grove Athletic Complex, to allow for the event to grow. This year one participant is setting up a Haunted House.

RECEIVE AN UPDATE FROM PAPE-DAWSON ENGINEERS, INC. FOR CITY OF SHERMAN MAJOR INFRASTRUCTURE

MAJOR INFRASTRUCTURE PROJECTS

Toby Flinn, Engineer, Pape-Dawson Engineers, said the purpose of the update is to discuss the current infrastructure projects, including design, starting construction, and ongoing design.

He commended the staff for their professionalism and said they were very helpful. The project is to increase the water supply efficiency for both the community and the industries.

He showed the map of infrastructure locations, including the Lake Texoma Pump Station, Water Treatment Plant, the two-million-gallon storage tank, the Wastewater Treatment Plant, and the South Wastewater Treatment Plant MBG. The new line will bring water to the industries, and increase the capacity by over 20 million gallons per day.

To do that, waste or effluent is created. The effluent from the existing Water Treatment Plant will "find its way" back to Lake Texoma, instead of the Wastewater Treatment Plant. The supply for industry will be increased.

Mr. Flinn said the total cost for the project will be $650 million, including design and construction. He discussed the specific projects that are included in the total program. Pape-Dawson is the Program Management for the project.

Parts of the project are "on plan", except for the Terminal Storage Reservoir, which is currently on hold. He also discussed the awarded construction projects. All the awarded construction projects are also currently on plan, with the three most important ones being the 36-inch West Sherman Water Main, the Concentrate Discharge, and the South WWTP MBR. Mr. Flinn said, if these three projects don't happen, nothing else happens.

He outlined the budget for the active design projects, with items billed to date and the remaining budget, as well as the awarded construction projects.

One of the bigger projects at the start is the easement acquisition for the 36" water line, which Clint Philpott, Assistant City Manager, and his team are working on. There are 52 parcels included in the needed acquisitions.

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

AERIAL UPDATE

Nate Strauch, Community and Support Services Manager, presented a drone aerial update on Sherman's ongoing projects. Projects highlighted included:

Aspire Apartments (234 units)

Hickory Hill Planned Development (June 2023) and now (219 single family units and 1,200 multi family units)

Pecan Grove Estates
Sherman Park Apartments (560 units)
Quail Run, Phase 2 (100 houses)
The Preserve, Phases 2 and 3 (100 houses)
Hidden Meadows (280 houses)
West Moore (233 houses)
Estates of Baker Park (150 houses)
Stone Creek Flats (264 multi family and 100 single family)
The Grove (192 multi family and 198 single family)
Pebblebrook, Phase 4 (133 houses)
Pebblecreek Apartments (200 units)
Bearcat Crossing
Sherman Heights (200 single family and 276 multi family)
Bel Air Village (June 2023) and now (3,000 multi family units)
Bel Air, Phase 2 (700 houses); Bel Air, Phase 1 (300 houses)
Luella Crossing (441 houses)
Three Oaks (184 houses)
Travis Heights (404 houses)
Sherman Crossroads
Global Wafers (June 2023) and now ($5 billion, 1,500 jobs)
Washington Meadows (134 houses)
Highway 75
Shepherd Drive
Texas Instruments (June 2023) and now ($30 billion, 3,000 jobs)

QUARTERLY INVESTMENT REPORT

APPROVE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED SEPTEMBER 30, 2023

The City Council approved the Quarterly Investment Report for the quarter ended September 30, 2023. The total operating portfolio book value of about $34.7 million, decreased by about $5.5 million from the previous quarter due to the maturities of U.S. Agency Securities, State of Texas Political Subdivision Obligation, and withdrawals of FDIC Insured Investment accounts.

The underlying investments were adequately diversified among six different types of securities. The portfolio's weighted-average maturity of 406 days increased from 363 days last quarter. The portfolio yield of 3.68% was 178 basis points below our benchmark 1-year Constant Maturity Treasury Index. Book value slightly exceeds market value ($0.7 million).

The debt proceeds portfolio balance of $87 million increased by $75.4 million due to proceeds received from the issuance of the 2023 Certificates of Obligation. The portfolio includes a Local Government Investment Pool, an FDIC insured investment account, and U.S. Agencies. The portfolio's weighted-average maturity of 10 days decreased from 82 days last quarter. The portfolio yield of 5.14% was 41 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 5.55%. Book value approximated market value.
CONSENT AGENDA.

APPROVE REPLAT CORNERSTONE ADDITION (2600-2708 N.

REPLAT OF PATEL CORNERSTONE ADDITION, CONSISTING OF 4.834 ACRES BEING IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND CURRENTLY ZONED C-1 (RETAIL BUSINESS) DISTRICT; P & N SHERMAN, LLC (OWNER) AND PRESTON TRAIL

LAND SURVEYING (SURVEYOR) (2600-2708 NORTH CORNERSTONE DRIVE)

CORNERSTONE DR)

The City Council approved the Replat of Patel Cornerstone Addition, consisting of 4.834 acres, located in the 2600 to 2708 blocks of North Cornerstone Drive. The property is currently zoned C-1 (Retail Business) District. The owner would like to plat the property into two lots for commercial development.

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

FINAL PLAT OF SHERDEN MALL, LOT 1, BLOCK A, CONSISTING OF 1.157 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504 AND CURRENTLY ZONED C-2 (GENERAL COMMERCIAL) DISTRICT; LJ ERIKSON, SHERMAN NEC TEXOMA & 82 LP (OWNER) AND SPIARS ENGINEERING, INC. (ENGINEER/SURVEYOR) (3201 TEXOMA PARKWAY)

APPROVE FINAL PLAT SHERDEN MALL (3201 TEXOMA PKWY)

The City Council approved the Final Plat of Sherden Mall, consisting of 1.157 acres, located at 3201 Texoma Parkway. The property is currently zoned C-2 (General Commercial) District. The owner would like to plat the property into one lot for commercial development.

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

APPROVE FINAL PLAT OF COURSEY ADDITION, CONSISTING OF 9.862 ACRES IN THE CHARLES McMANUS SURVEY, ABSTRACT NO. 802 AND LOCATED IN THE ETJ (EXTRA TERRITORIAL JURISDICTION); RICKEY HUGH COURSEY, JR. (OWNER) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) (2855 BAKER RIDGE ROAD)

APPROVE FINAL PLAT COURSEY ADDITION (2855 BAKER RIDGE RD)

The City Council approved the Final Plat of the Coursey Addition, consisting of 9.862 acres, located at 2855 Baker Ridge Road. The property is located in the City's Extra Territorial 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 Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

FINAL PLAT OF HERITAGE RANCH, PHASE 1, CONSISTING OF 51.767 ACRES IN THE J. JENNINGS SURVEY, ABSTRACT NO. 647, AND THE U. BURNS SURVEY, ABSTRACT NO. 121 AND CURRENTLY LOCATED IN THE PD (PLANNED DEVELOPMENT)/75&82 OVERLAY DISTRICT; RYAN GRIFFIN (OWNER), STEPHANIE CENTOFONTI, ROCKHILL CAPITAL (DEVELOPER) AND SPIARS ENGINEERING (ENGINEER/SURVEYOR) (300-1000 BLOCKS WEST HIGHWAY 82)

APPROVE FINAL PLAT HERITAGE RANCH, PHASE 1 (300-1000 BLOCKS W. HWY 82)

The City Council approved the Final Plat of Heritage Ranch, Phase 1, consisting of 51.767 acres, located in the 300 to 1000 blocks of West Highway 82.

The property is currently located in the PD (Planned Development)/ 75 & 82 Overlay District. The owner would like to plat the property into 257 lots for residential development and six common areas.

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

COUNCIL COMMENTS

PINK TRASH CANS — **PINK TRASH CANS**

Council Member Holland thanked the staff for their work on his idea to donate to a local non-profit organization, for Breast Cancer Awareness Week.

Citizens can purchase a pink trash can and the money collected will be donated to one of the Breast Cancer Awareness non-profit organizations. He felt it would be a great initiative.

CITY CREWS MOWING — **CITY CREWS MOWING**

Council Member Teamann said he has recently seen City crews mowing the right-of-way on FM 1417. He said it looks much better.

PINK TRASH CANS — **PINK TRASH CANS**

Council Member Teamann said he appreciated Council Member Holland's idea to help one of the local non-profit organizations to procure money for cancer patients.

Terrence Steele, Assistant City Manager, said the City has 180 of the pink trash cans in stock now.

ANNOUNCEMENTS — **ANNOUNCEMENTS**

Mayor Plyler announced the following:

- **On October 17, 2023, the Main Street Board will tour several downtown properties that are either available for rent or will be soon. The tour will start at 5:00 p.m. at the Milieu Wine Bar for the walking tour.**

- **The 2nd Annual NOT Summer Nights concert, featuring the Gin Blossoms will be held on October 21, 2023, at 7:00 p.m., in Kidd-Key Park.**

- **Trick or Treat on Travis will be held on October 26, 2023, at 6:00 p.m. along Travis Street.**

- **The Election on November 7, 2023, will also include voting on the Street Sales Tax Reauthorization.**

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

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

TEX. GOV'T CODE § 551.071 --
SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

(A) Receive legal advice in regards to updates to the City's Zoning Ordinance

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) The Village
(B) Sun Communities
(C) Heritage Ranch

TEXAS 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 6:32 p.m.

On Motion duly made and carried, the Executive Session recessed at 8:15 p.m. and reconvened in Open Meeting.

OPEN MEETING **OPEN MEETING**

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

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 8:16 p.m.

_____

MAYOR

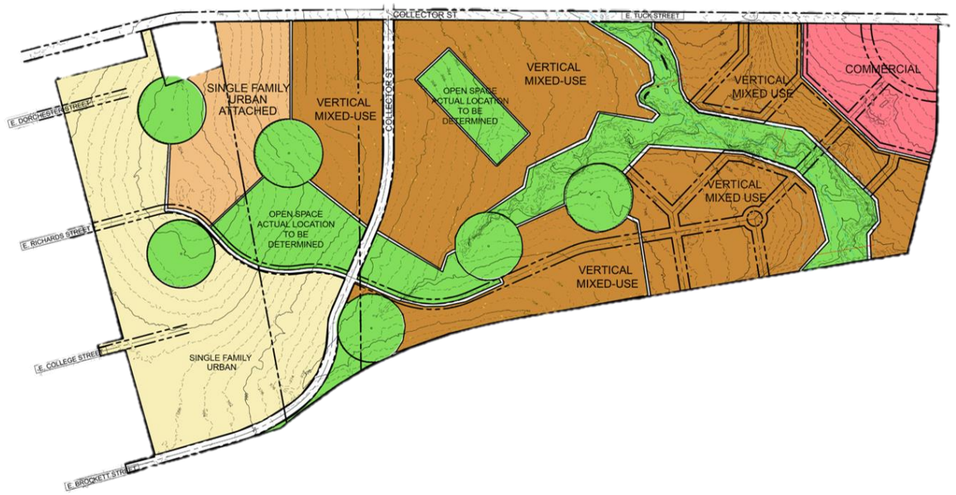
_____

CITY CLERK

Aspen Park
Planned Development

Pedestrian Friendly Mixed Use Development

Aspen Park PD, 216.2 acres in Sherman, Texas, dedicates over 25% of its area to open spaces. The urban fabric of the development offers diverse housing options catering to varied incomes and demographics. With a focus on reduced sprawl and pedestrian-friendly designs, the layout connects homes, retail, office and green spaces through efficient design, promoting walking and biking. Created to be an affordable and sustainable district to meet the daily living and social needs of all ages.





The
Vision

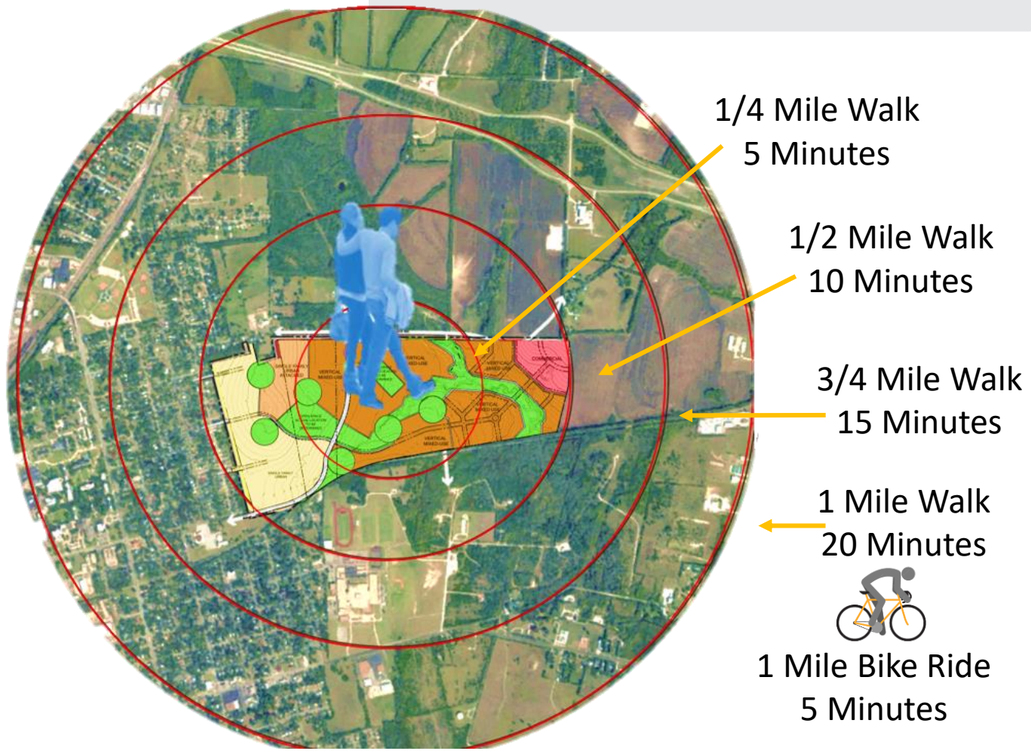
Aspen Park Planned Development

Envisioned as an district that promotes lively interactions on pedestrian-active street fronts, fostering a shared community experience. Interconnected and grid-patterned streets provide direct pathways between homes, everyday household needs, and jobs. An array of pocket parks are within a 5-minute walk from each household. The area's vibrant atmosphere encourages residents to embrace travel by foot.

The Design

Walker's Paradise

Through intentional design, and incorporating the Street Smart Walk Score algorithm, we've crafted a space where each step you take reinforces our vision of a connected, vibrant, and pedestrian-focused district.
A 100% walkable district it prioritizes walkability, weaving interconnected and grid-patterned streets that provide direct routes for every resident.





The Pocket Parks

Aspen Park Planned Development

Pocket parks ensure that residents of all ages have a serene space just a short stroll away. This encourages a car-free lifestyle, bolstered by an environment where barriers between individuals and destinations are minimal.

Vertical Mixed Use
Walkable Daily Needs

15% Retail

A 15% cap preserves the character and density that makes the development a magnet for businesses.

Residents will enjoy the ease of strolling to groceries, coffee shops, doctor's offices, restaurants, and shoe stores within one outing. This necessitates constraining retail square footage to harmonize with nearby residences.



9% retail in image above



4% retail in image above


3% retail in image above


6% retail in image above


7.3% retail in image above


3% retail in image above

National Retailers are Creating Micro Shops for Mixed-Use High Density Communities



Trader Joes in Mixed Use Building


PUBLIX and Urgent Care in Mixed Use Building

Creativity
Through Limitations

Micro Retail Opportunities

Prominent brands like Target, Walmart, H.E.B., Trader Joe's, Sprouts, Publix, and Whole Foods have adapted to New Urbanism patterns with store sizes ranging from 3,000 to 14,000 square feet nationwide. Smaller retail shells also allow for mom and pop shops to afford to enter the market, thereby creating a distinct and local flavor for the district that sets it apart from regional retail areas.

Mixed-Use
Core Design Principles

Visual Examples

Connected Development

vs. Disconnected Development



Compact development allows for a more efficient use of land, natural resources, and existing infrastructure.

Integration of Land Uses

vs. Separation of Single Land Use



A mix of uses increases economic and community vitality, and reduces the need to travel longer distances for everyday needs.

Pedestrians, Bikes, and Public Transit

vs. Only Automobiles



Active transportation alternatives are healthier for residents and cleaner for the environment

Street-Facing Buildings

vs. Buildings Facing Parking Lots



Buildings set close to the street to define the public realm and engage with citizens

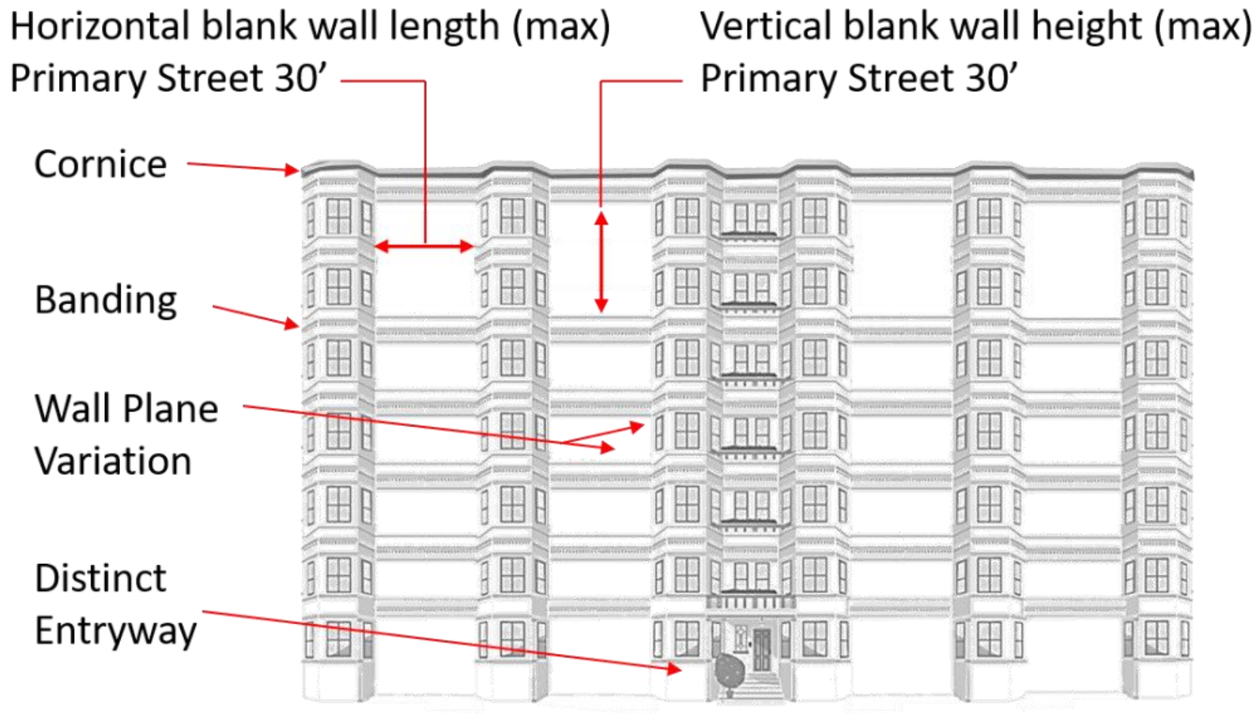
Motivate Exploration

Articulation Creates Energy and Visual Interest

Visual Examples

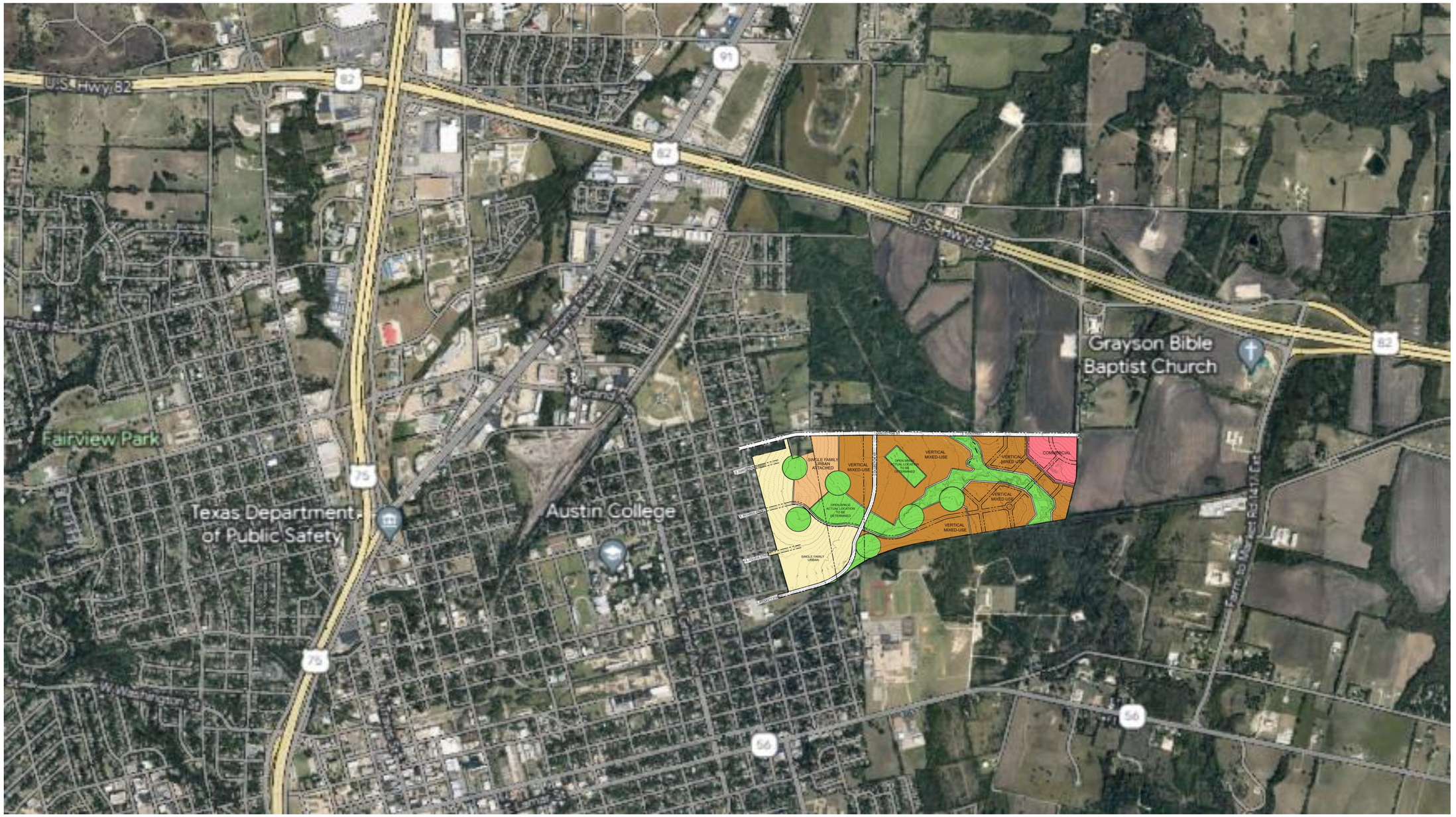


Façade Variation



North East Side Energy

Building towards the future growth on Hwy 82



Aspen Park
The Conceptual Design



Kimley»Horn
Expect More. Experience Better.

Brian Adams
Urban Planner and Landscape Architect at Kimley-Horn

Kimley-Horn
August 6, 2018 ·

Described by Senior Vice President of Newland Communities Brian Cramer as the "best land planner in the country," Brian Adams is leading #kimleyhorn's efforts for The Grove Frisco, a 735-acre living community in Frisco, Texas. http://bit.ly/2n5ksS7

Experience

Urban Planner and Landscape Architect
Kimley-Horn
Jan 2018 - Present · 5 yrs 9 mos
Dallas/Fort Worth Area

Board Member
Texas A & M Professional Advisory Board - Department of Landscape and Planning
Sep 2011 - Present · 12 yrs 1 mo
College Station, Texas

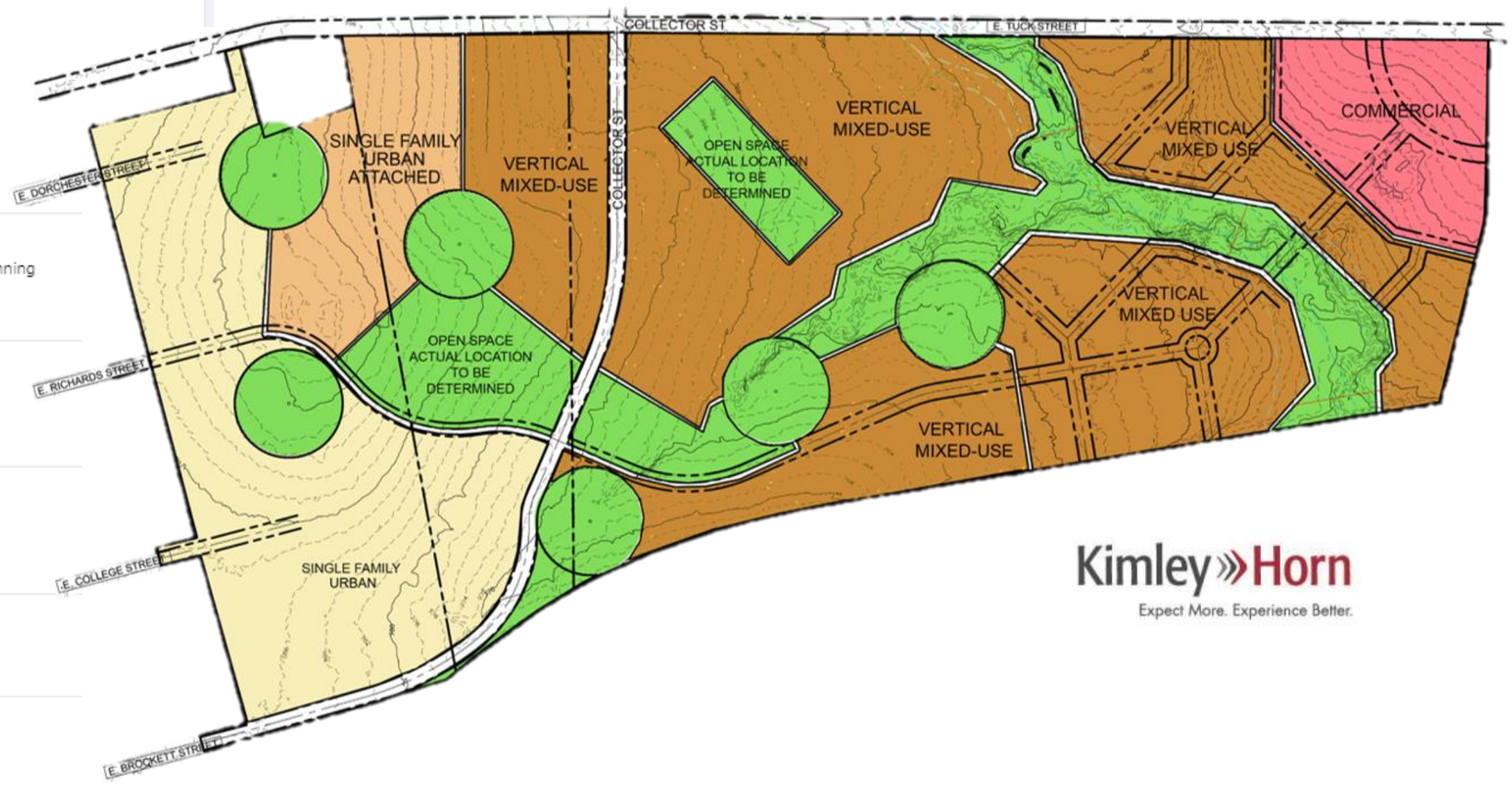
Vice President
CallisonRTKL
Sep 2008 - Jan 2018 · 9 yrs 5 mos
Dallas/Fort Worth Area

Associate, Design Lead - Urban Design & Planning
Jacobs Carter Burgess
Nov 2001 - Sep 2008 · 6 yrs 11 mos
Dallas/Fort Worth Area

Associate, Urban Planning and Landscape Architecture
RTKL
May 1997 - Nov 2001 · 4 yrs 7 mos

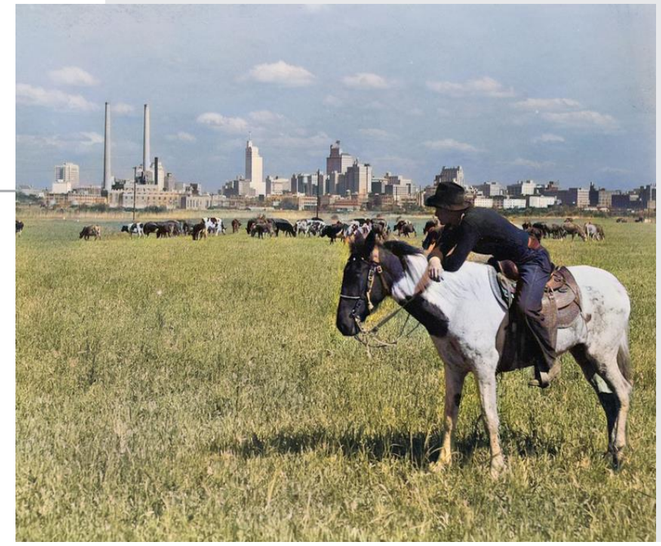
Associate
Carter and Burgess
May 1993 - May 1997 · 4 yrs 1 mo
Ft Worth TX

Landscape Architect
MESA Design Group
May 1990 - May 1993 · 3 yrs 1 mo
Dallas/Fort Worth Area



Kimley»Horn
Expect More. Experience Better.

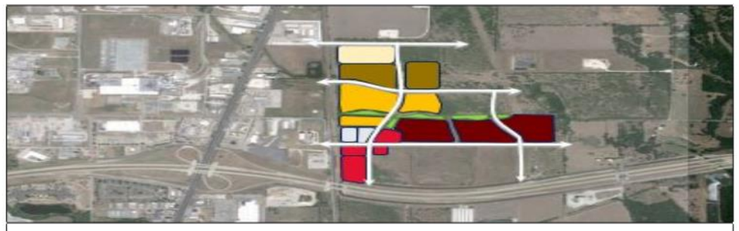
The Development Leadership



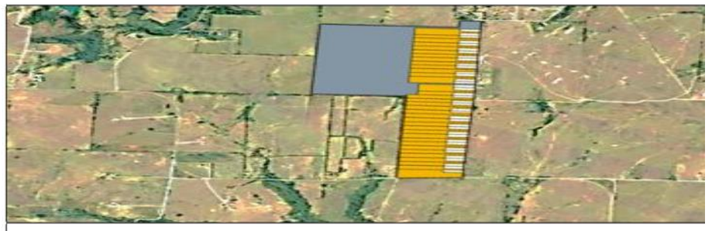
Robert Martin

Throughout his 28-year career in real estate and finance, Robert Martin has emphasized development and growth. With a keen eye for sustainable progress, he has collaborated with multiple cities to develop land in alignment with their aspirations and community visions. Mr. Martin's extensive background in managing diverse real estate assets, including land, water rights, mineral interests, and real estate notes, underscores his deep expertise and commitment to the sector. As a testament to his dedication, he has consistently stayed ahead of real inflation across all market cycles.

Past Development Highlights



City Line Development
(Proposed)
283 acres



Ivy Ranch Estates
155 acres
Itasca, Texas



Somervell Ranch Estates
123 acres
Nemo, Texas



Van Zandt Ranch Estates
137 acres
Wills Point, Texas



Stitzle Development
79 acres
Terrell, Texas



Big Bass Ranch
380 acres
Elmo, Texas



Eustace Estates
84 acres
Payne Springs, Texas



Double R Ranch
133 acres
Itasca, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman – Program Update to City Council

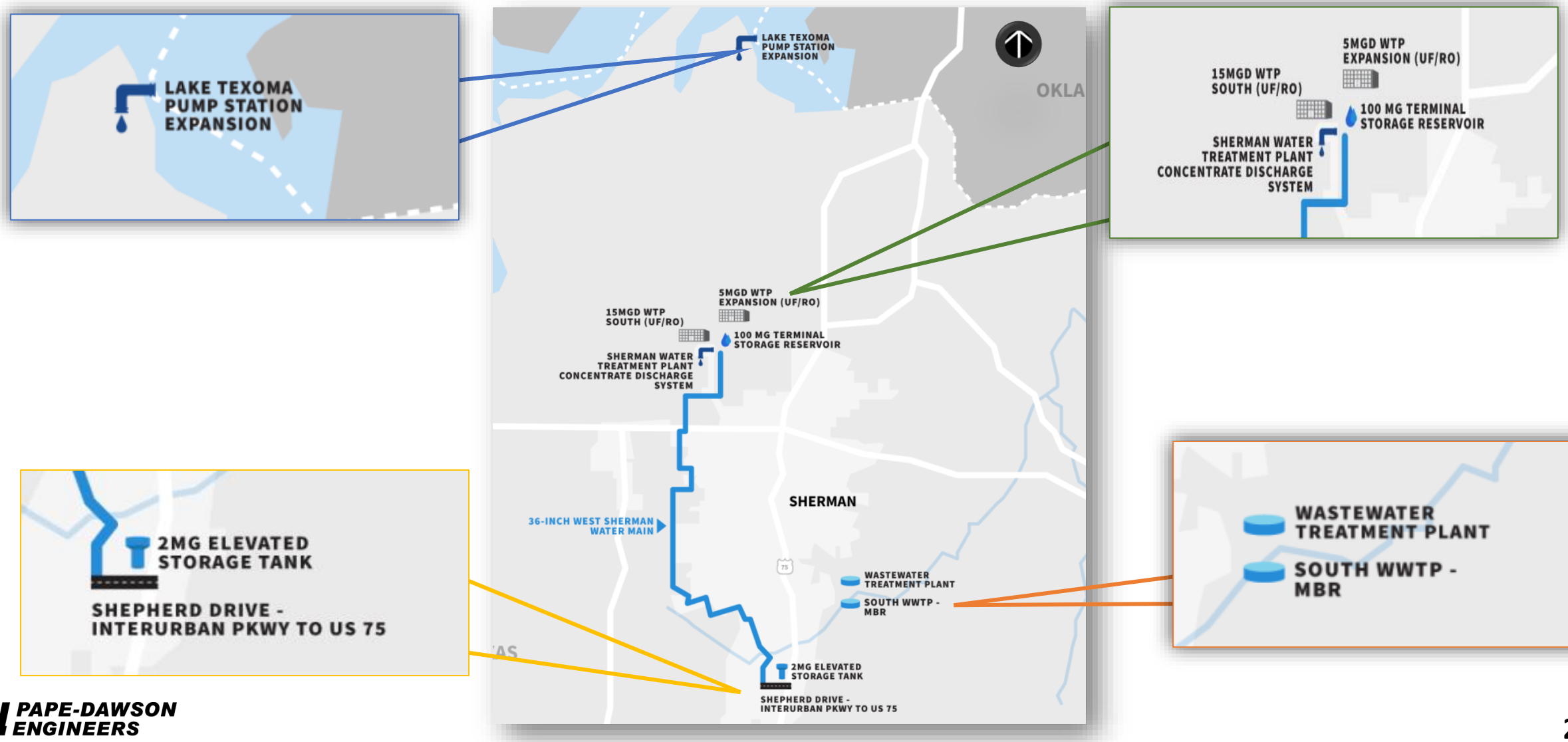
Major Infrastructure Improvements Program

October 16, 2023

Toby Flinn, P.E.
Program Manager

PAPE-DAWSON ENGINEERS

Project Orientation



Program Team

Sherman
CLASSIC TOWN. BROAD HORIZON.

Owner
City of Sherman

Design Consultant
- Garver
- Freese & Nichols
- Kimley-Horn
- Pape-Dawson
- Plummer

Program Management
- Pape - Dawson

Construction
- Archer Western
- Kiewit
- Garney
- Mario Sinacola & Sons

PAPE-DAWSON ENGINEERS

Active Design Projects

Sherman
CLASSIC TOWN. BROAD HORIZON.

15 MGD WTP South (UFRO) **Garver**	• Installation of a new 15-30 MGD treatment facility - improvements include a new building with initial treatment of 15 MGD and ultimate ability to treat 30 MGD. **Final Design – March 2024**
2 MG EST **Freese and Nichols**	• Expected to increase storage capacity and water supply within the City's Southwest Zone in anticipation for growth and increased demands. **Final Design – October 2023**
LTPS Expansion 2023 **Freese and Nichols**	• Preliminary study and analysis of the existing pump station to evaluate and determine additional pumping capacities to meet the growing City water demands. **Final Design – May 2024**
WWTP Master Plan **Plummer**	• Master planning services of the existing wastewater treatment and water reuse facilities to determine needs and requirements to support continued growth. **Final Design – November 2023**
100 MG TSR **Freese and Nichols**	• Design and Construction of a Terminal Storage Reservoir and associated pump station and piping. **Final Design – May 2026**

PAPE-DAWSON ENGINEERS

On Plan Trending Off Plan Off Plan

Awarded Construction Projects

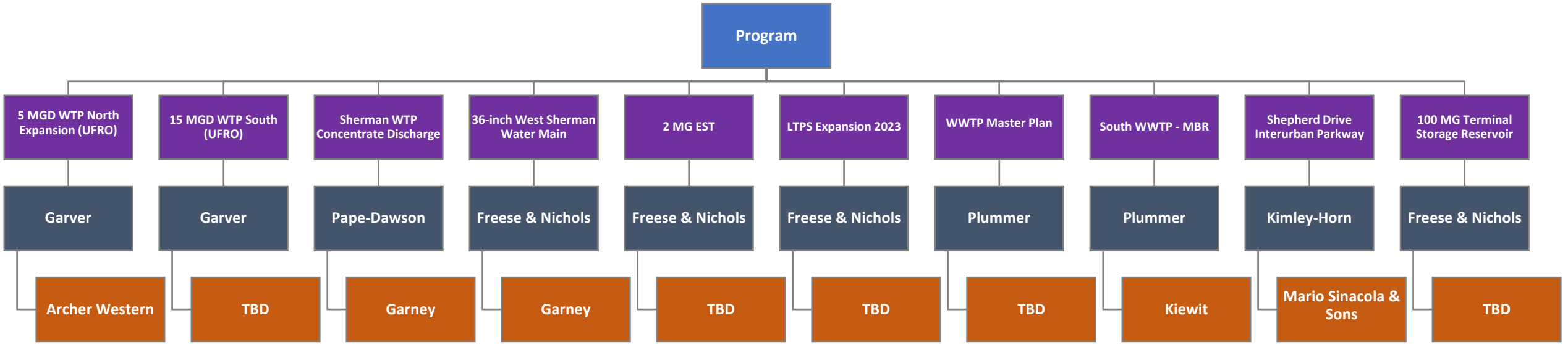
Sherman
CLASSIC TOWN. BROAD HORIZON.

5 MGD WTP North Expansion (UFRO) **Archer Western**	• Improvements to the water treatment plant include design and construction services intended to expand the current capacities by 5 million gallons per day. Substantial Completion – February 2024 Final Completion – February 2024
36-inch West Sherman Water Main **Garney**	• Improvements to the water transmission system include the design and construction of a 36-inch water transmission line from the Water Treatment Plant, located south of State Highway 691 along La Cima Road, to Shepherd Drive, approximately 73,000 linear feet. Substantial Completion - February 2025 Final Completion – April 2025
Sherman WTP Concentrate Discharge **Garney**	• Design and construction services of a brine discharge outfall and related pump station necessary to convey the effluent from the final settling ponds to an identified TCEQ permitted outfall Substantial Completion – June 2025 Final Completion – July 2025
South WWTP MBR **Kiewit**	• Planning, design, and construction services associated with the expansion of the existing Post Oak Waster Water Facilities. Substantial Completion – April 2025 Final Completion – June 2025
Shepherd Drive - Interurban Pkwy to US Highway 75 **Mario Sinacola & Sons**	• Design and construction of approximately 4,500 linear feet of a 4-lane divided (ultimate 6-lane divided) roadway west from US Highway 75. Substantial Completion – September 2024 Final Completion – December 2024

PAPE-DAWSON ENGINEERS

On Plan | Trending Off Plan | Off Plan

Project Overview

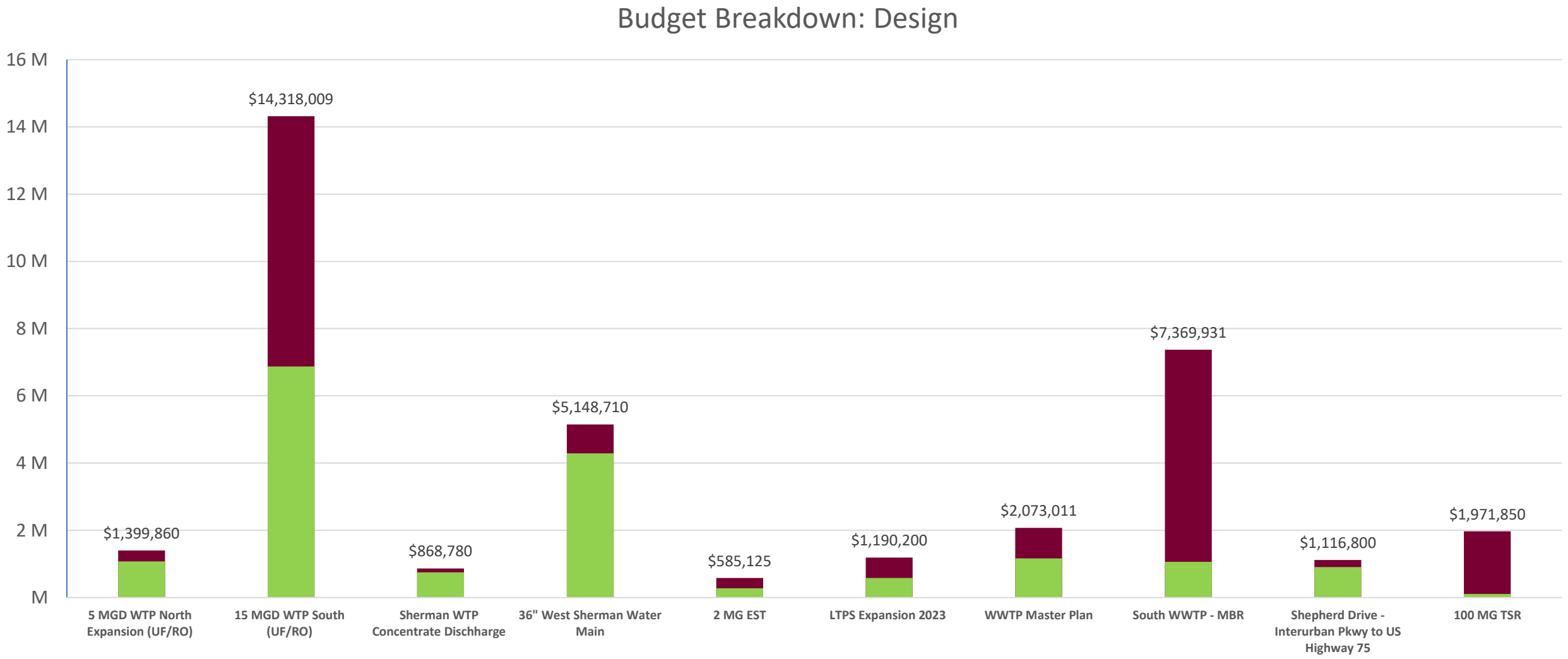


Project	Design Cost	Construction Estimate	Total Cost
5 MGD WTP North Expansion (UF/RO)	$1,399,860.00	$14,109,627.00	$15,509,487.00
15 MGD WTP South (UF/RO)	$14,318,009.00	$283,244,000.00	$297,562,009.00
Sherman WTP Concentrated Discharge	$868,780.00	$13,753,000.00	$14,621,780.00
36" West Sherman Water Main	$5,148,710.00	$82,130,352.00	$87,279,062.00
2 MG EST	$585,125.00	$11,895,305.00	$12,480,430.00
LTPS Expansion 2023	$1,190,200.00	$13,082,300.00	$14,272,500.00
WWTP Master Plan	$2,073,011.00	Not Applicable	$2,073,011.00
South WWTP - MBR	$7,369,931.00	$159,000,000.00	$166,369,931.00
Shepherd Dr – Interurban Pkwy To US Highway 75	$1,116,800.00	$11,390,000.00	$12,506,800.00
100 MG TSR	$1,971,850.00	$25,201,150.00	$27,173,000.00
Total	**$36,042,276.00**	**$613,805,734.00**	**$649,848,010.00**

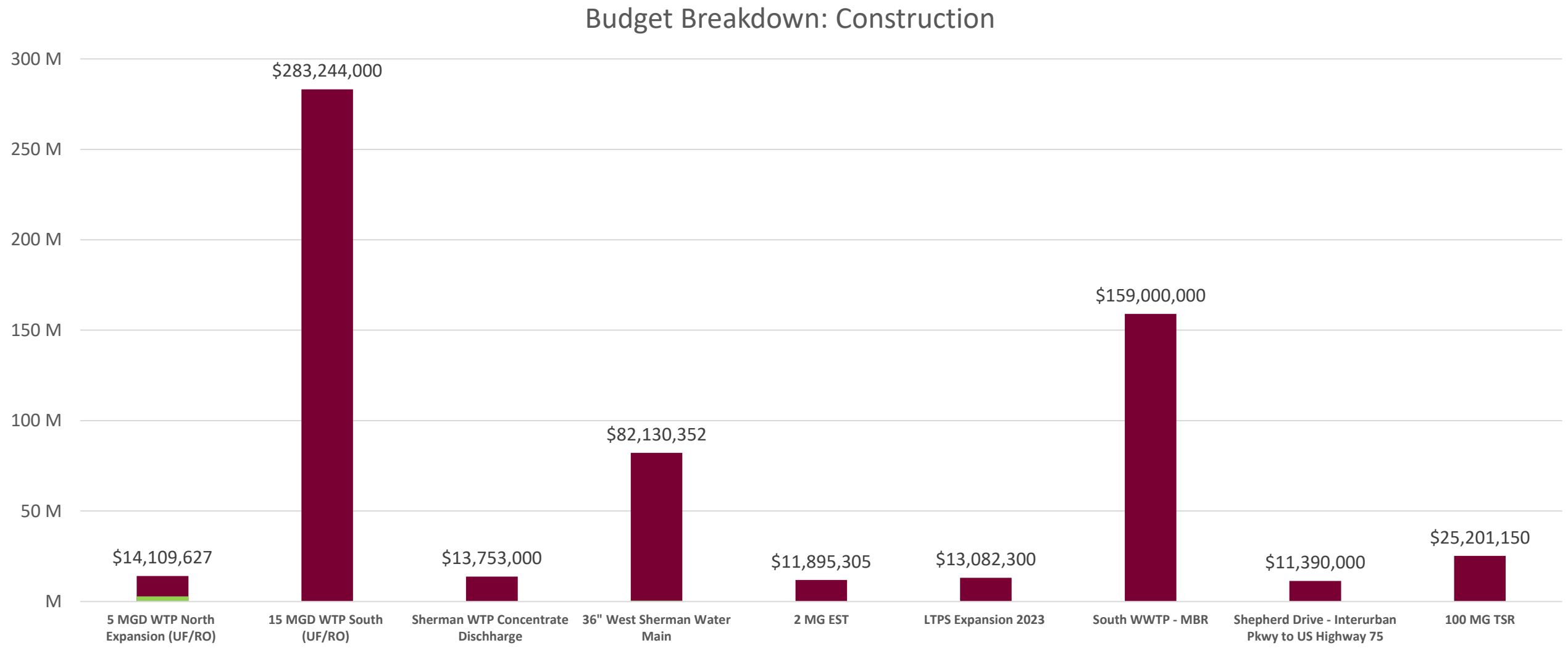
PAPE-DAWSON ENGINEERS

Project | Design Consultant | Pape-Dawson | Construction

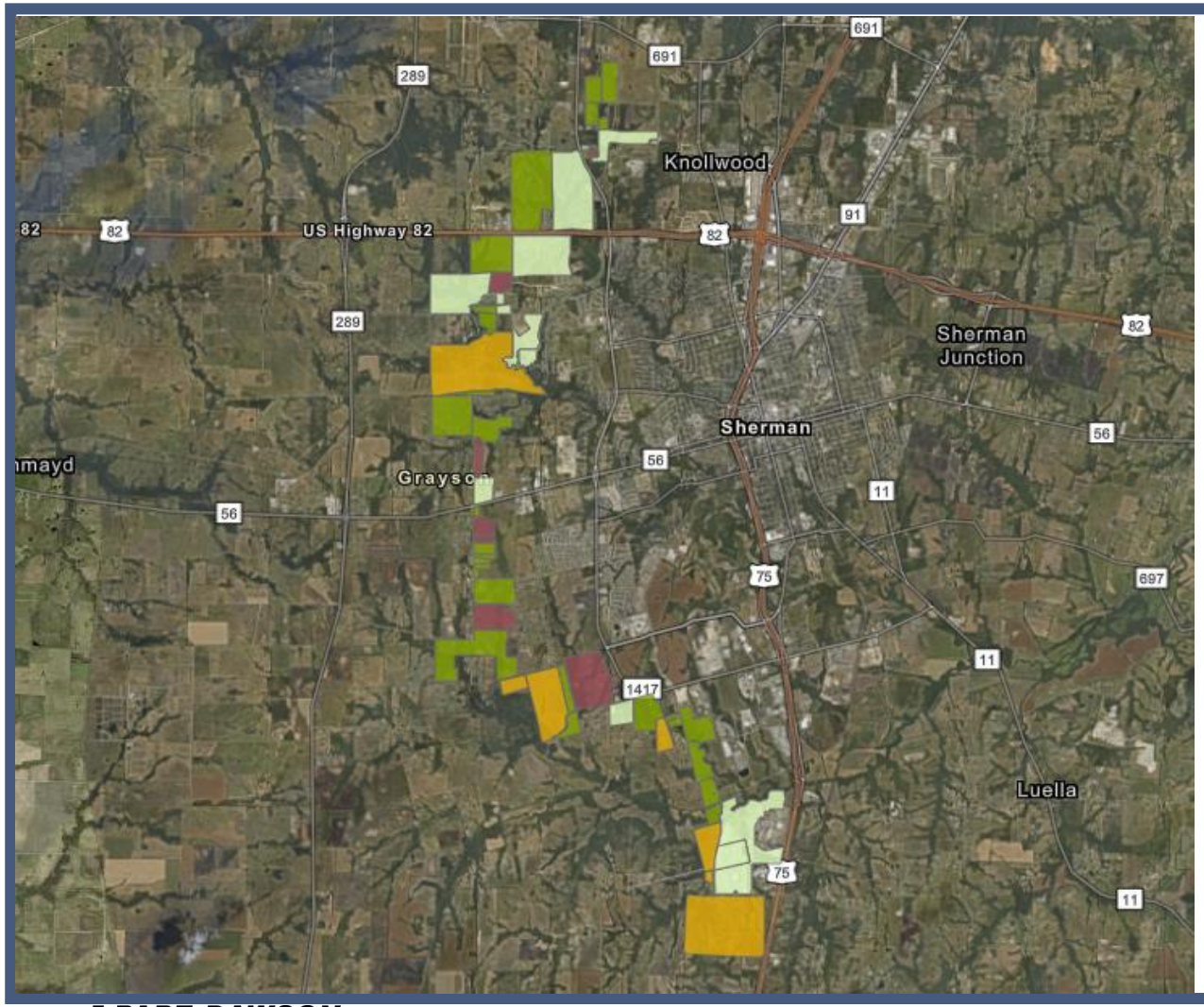
Active Design Projects

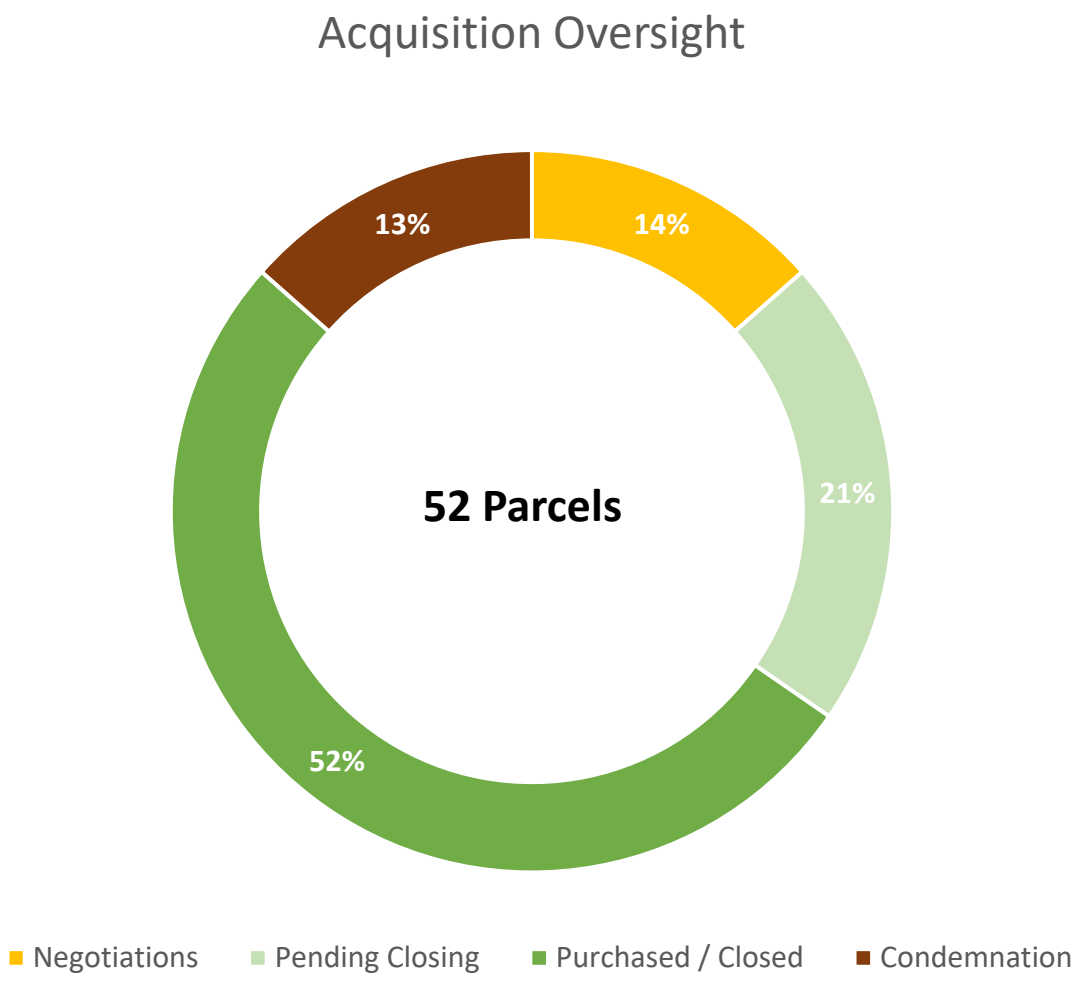


Awarded Construction Projects

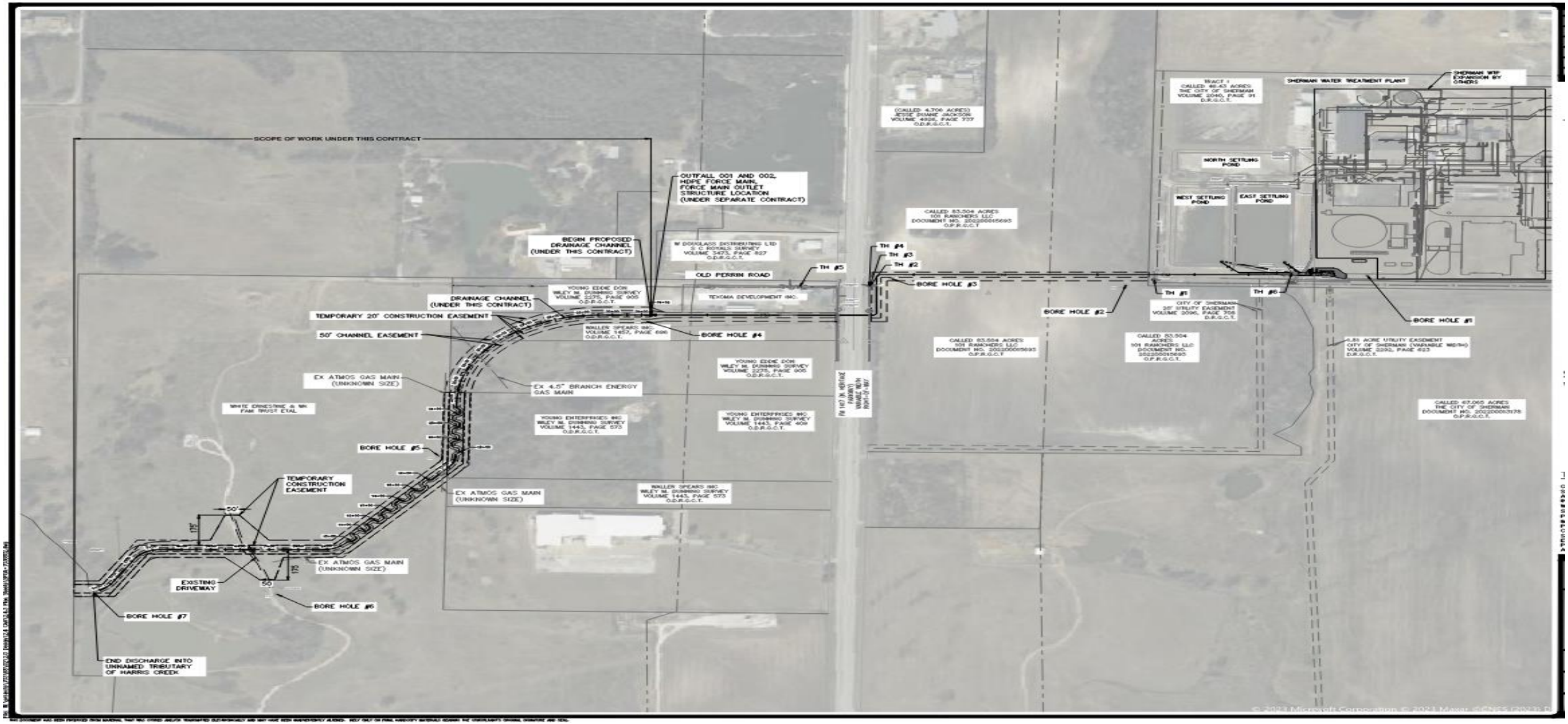


Program - Easement Acquisition Oversight





Sherman WTP Concentrate Discharge System



Sherman
CLASSIC TOWN. BROAD HORIZON.

QUESTIONS?

THANK YOU

PAPE-DAWSON ENGINEERS

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B. 1.**

Meeting Date: 11/06/2023

Prepared By: Jason Jeffcoat, Police Chief

Caption:

SPECIAL PRESENTATION

To Present Officer Tim Gann with the Medal of Valor and Officer of the 3rd Quarter award, Present Officer Caleb Burke with the Life Saving Award and to Present Branson Beaver and Joshua Eden with the Citizen Certificate of Merit Awards

Issue:

To Present Officer Tim Gann with the Medal of Valor and Officer of the 3rd Quarter award, Present Officer Caleb Burke with the Life Saving Award and to Present Branson Beaver and Joshua Eden with the Citizen Certificate of Merit Awards

Background:

On September 22, 2023, Sherman Police Dispatch received multiple 911 Calls reporting an armed suspect at the Veterans fo Foreign Wars Post. Officer Tim Gann was working off-duty nearby. Officer Gann voluntarily responded to assist and was first to arrive on scene. Within seconds of his arrival, Officer Gann encountered the suspect outside of the business. Officer Gann recognized the real and imminent threat the suspect posed to the public. Alone, Officer Gann sought the armed suspect in a dark parking lot. In doing so, Officer Gann displayed exceptional courage at the imminent risk of serious injury.

In recognition of his exceptional courage by performing a voluntary course of action in an extremely dangerous situation, Officer Tim Gann is hereby awarded the Sherman Police Department Medal of Valor and the Officer of the 3rd Quarter, 2023

On July 13, 2023 Sherman officers were dispatched to a multi-vehicle accident involving a semi and a motorcycle. Officer Caleb Burke arrived first and located a motorcycle wedged up under a semi and found the driver thrown from the bike and lying in the right lane with an amputated right leg. Officer Burke retrieved medical equipment from his patrol vehicle and applied a tourniquet to the amputated leg, providing life-saving measures until Sherman Fire/EMS arrived a short time later.

Witnesses to the incident recognized Officer Burke's selfless and courageous act of rending aid in a sudden and unexpected emergency situation, at great personal risk which which resulted in preservation of life. By his note of worthy accomplishments, perseverance, fearlessness, and devotion to duty, Officer Burke reflected great credit upon himself and upheld the highest traditions of the Sherman Police Department.

In recognition of his actions for the saving of a human life, Officer Caleb Burke is hereby awarded the Sherman Police Department Life Saving Award.

On July 25, 2023, Sherman Police and Sherman Fire were dispatched to a major vehicle crash. The caller reported that a single vehicle rolled over and was on fire. The occupants of the vehicle were trapped inside and injured. Prior to officer or EMS arrival, Branson Beaver and Joshua Eden stopped their personal vehicles and ran to the overturned vehicle. Branson and Joshua were able to kick through the windshield of the vehicle and safely extract two adults. Both occupants of the vehicle were seriously injured and not able to escape the vehicle without assistance. By the time the officers arrived on scene, the passenger compartment of the vehicle was engulfed in flames.

Branson and Joshua went beyond their civic duty and placed themselves in danger to save lives of two people. had they not acted quickly and selflessly, the occupants would have likely died from the fire.

In recognition of their actions, Branson Beaver and Joshua Eden are hereby awarded the Sherman Police Department Life Saving Award.

Origination:

Sherman Police Department

Attachments

Gann - Medal of Valor

Gann - Officer of the Quarter

Burke - Life Saving Award

Beaver - Citizen Certificate of Merit

Eden - Citizen Certificate of Merit

SHERMAN POLICE DEPARTMENT

awards the

Police Medal of Valor



to

Officer Tim Gann

On September 22, 2023, Sherman Police Dispatch received multiple 911 calls reporting an armed suspect at the Veterans of Foreign Wars Post located at 1707 Baker Drive. Callers reported the suspect displayed a handgun to patrons before exiting and cutting phone lines to the business.

Officer Tim Gann was working off-duty nearby. Recognizing the seriousness of the threat, Officer Gann voluntarily responded to assist and was first to arrive on scene. Within seconds of his arrival, Officer Gann encountered the suspect outside of the business. The suspect refused Officer Gann's commands to keep his hands visible and drew a handgun from his waist. Officer Gann engaged the threat with deadly force. Ths suspect did not survive his injuries. The suspect was identified moments after the shooting and confirmed to be the same suspect wanted for the Aggravated Robbery of First United Bank earlier that month.

Officer Gann recognized the real and imminent threat the suspect posed to the public. Though he was under no obligation to leave his off-duty assignment, Officer Gann voluntarily responded to the threat knowing he was likely the closest officer to the scene. Alone, Officer Gann then sought the armed suspect in a dark parking lot. In doing so, Officer Gann displayed exceptional courage at the imminent risk of serious injury.

In recognition of his exceptional courage by performing a voluntary course of action in an extremely dangerous situation, Officer Tim Gann is hereby awarded the Sherman Police Department Medal of Valor.

Awarded this 25th day of October, 2023, by _____

Jason Jeffcoat, Chief of Police

SHERMAN POLICE DEPARTMENT

awards the

Officer of the Quarter



to

Officer Tim Gann

On September 22, 2023, Sherman Police Dispatch received multiple 911 calls reporting an armed suspect at the Veterans of Foreign Wars Post located at 1707 Baker Drive. Callers reported the suspect displayed a handgun to patrons before exiting and cutting phone lines to the business.

Officer Tim Gann was working off-duty nearby. Recognizing the seriousness of the threat, Officer Gann voluntarily responded to assist and was first to arrive on scene. Within seconds of his arrival, Officer Gann encountered the suspect outside of the business. The suspect refused Officer Gann's commands to keep his hands visible and drew a handgun from his waist. Officer Gann engaged the threat with deadly force. Ths suspect did not survive his injuries. The suspect was identified moments after the shooting and confirmed to be the same suspect wanted for the Aggravated Robbery of First United Bank earlier that month.

Officer Gann recognized the real and imminent threat the suspect posed to the public. Though he was under no obligation to leave his off-duty assignment, Officer Gann voluntarily responded to the threat knowing he was likely the closest officer to the scene. Alone, Officer Gann then sought the armed suspect in a dark parking lot. In doing so, Officer Gann displayed exceptional courage at the imminent risk of serious injury.

In recognition of his exceptional courage by performing a voluntary course of action in an extremely dangerous situation, Officer Tim Gann is hereby awarded the Officer of the 3rd Quarter, 2023.

Awarded this 25th day of October, 2023, by _____

Jason Jeffcoat, Chief of Police

SHERMAN POLICE DEPARTMENT

awards the

Life Saving Award



to

Officer Caleb Burke

On 07/13/23, Sherman officers were dispatched to a multi-vehicle accident involving a semi and a motorcycle. Officer Caleb Burke arrived first and located the motorcycle wedged up under a semi and found the driver thrown from the bike and lying in the right lane with an amputated right leg. Officer Burke retrieved medical equipment from his patrol vehicle and applied a tourniquet to the amputated leg, providing life-saving measures. Sherman Fire/EMS arrived a short time later and transported the victim to the hospital.

Witnesses to the incident recognized Officer Burke's selfless and courageous act of rending aid in a sudden and unexpected emergency situation, at great personal risk which resulted in preservation of life. By his noteworthy accomplishments, perseverance, fearlessness, and devotion to duty, Officer Burke reflected great credit upon himself and upheld the highest traditions of the Sherman Police Department.

In recognition of his actions for the saving of a human life, Officer Caleb Burke is hereby awarded the Sherman Police Department Life Saving Award.

Awarded this 25th day of October, 2023, by _____

Jason Jeffcoat, Chief of Police

SHERMAN POLICE DEPARTMENT

awards the

Citizen's Certificate of Merit

to

Branson Beaver

On 07/25/23, Sherman Police and Sherman Fire were dispatched to a major vehicle crash. The caller reported that a single vehicle rolled over and was on fire. The occupants of the vehicle were trapped inside and injured. Prior to officer or EMS arrival, Branson Beaver and Joshua Eden stopped their personal vehicles and ran to the overturned vehicle. Branson and Joshua were able to kick through the windshield of the vehicle and safely extract an adult female and an adult male. Both occupants of the vehicle were seriously injured and not able to escape the vehicle fire without assistance. By the time the officers arrived on scene, the passenger compartment of the vehicle was engulfed in flames.

Brandon and Joshua went beyond their civic duty and placed themselves in danger to save the lives of two people. Had they not acted so quickly and selflessly, the occupants would have likely died from the fire.

In recognition of his actions for the saving of a human life, Branson Beaver is hereby awarded the Sherman Police Department Life Saving Award.

Awarded this 25th day of October, 2023, by _____

Jason Joffcoat, Chief of Police

SHERMAN POLICE DEPARTMENT

awards the

Citizen's Certificate of Merit

to

Joshua Eden

On 07/25/23, Sherman Police and Sherman Fire were dispatched to a major vehicle crash. The caller reported that a single vehicle rolled over and was on fire. The occupants of the vehicle were trapped inside and injured. Prior to officer or EMS arrival, Branson Beaver and Joshua Eden stopped their personal vehicles and ran to the overturned vehicle. Branson and Joshua were able to kick through the windshield of the vehicle and safely extract an adult female and an adult male. Both occupants of the vehicle were seriously injured and not able to escape the vehicle fire without assistance. By the time the officers arrived on scene, the passenger compartment of the vehicle was engulfed in flames.

Brandon and Joshua went beyond their civic duty and placed themselves in danger to save the lives of two people. Had they not acted so quickly and selflessly, the occupants would have likely died from the fire.

In recognition of his actions for the saving of a human life, Joshua Eden is hereby awarded the Sherman Police Department Life Saving Award.

Awarded this 25th day of October, 2023, by _____

Jason Jeffcoat, Chief of Police

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 1.**

Meeting Date: 11/06/2023

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:

F. 10. **** RESOLUTION NO. 7214***
Repealing Resolution No. 5759; Providing for the Exempting of Certain Vehicles from the Inscription Requirement Under Section 721.005 of the Texas Transportation Code: Authorizing the City Manager or his Designee to designate Exempt Automobiles and Take All Necessary actions Related Thereto

F. 11. **** RESOLUTION NO. 7215***
Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Materials Testing

F. 12. **** RESOLUTION NO. 7216***
Authorizing Execution of a Professional Services Agreement with GEOTEX Engineering, LLC for Geotechnical Construction Materials Testing for the 36-inch West Sherman Water Main Project

F. 13. **** RESOLUTION NO. 7217***
Authorizing the Services for Emergency Repair of the 16" Waterline that Supplies T.I., Tyson, and Finisar from JZ Southern Boyz Services, LLC for the Distribution Services Department

F. 14. **** RESOLUTION NO. 7218***
Authorizing the Purchase of a New Supershot 125DC w/100 CFM Compressor Crack Sealer from Crafco for the Street Maintenance Department through Sourcewell.

F. 15. **** RESOLUTION NO. 7219***
Authorizing the Purchase of a new T480 Dump Truck for the Distribution Services Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard).

F. 16. **** RESOLUTION NO. 7220***
Authorizing the Purchase of a new U55-5R3A Mini Excavator from Zimmerer Kubota for Distribution Services through Sourcewell

F. 17. **** RESOLUTION NO. 7221***
Authorizing the Purchase of a new SVL75-3HWCC Skid Steer from Zimmerer Kubota for the Distribution Services Department through Sourcewell.

F. 18. **** RESOLUTION NO. 7222***
Authorizing the Purchase and Installation of a new HVAC System from McDaniel Air Conditioning & Heating for City Hall Through TIPS

F. 19. **** RESOLUTION NO. 7223***

Awarding a Bid to and Authorizing Execution of a Contract with 1 Priority Environmental Services, LLC for Asbestos Abatement Services for Fire Station No. 1

F. 20. **** RESOLUTION NO. 7224***

Authorizing the Purchase of a New Galfab Roll Off Truck from MHC Kenworth for the Solid Waste Department through Sourcewell

F. 21. **** RESOLUTION NO. 7225***

Authorizing the Purchase of Three New Ford F150s from Silsbee Ford, INC through TIPS Purchasing Cooperative for the Sherman Police Department

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 1.**

Meeting Date: 11/06/2023

Prepared By: Mary Lawrence, Chief Financial Officer

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6668

Amending Chapter 13 of the Code of Ordinances, Entitled "Utilities", Article 13.10, Entitled "Municipal Drainage Utilities", Article 13.10, Entitled "Fee Schedule"; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer Clause

Issue:

To Consider an Amendment to the Code of Ordinances, Section 13.10.062; Municipal Drainage Utility System Fee Schedule.

Background:

During the Budget Workshop on June 15, 2023, the City Council received a presentation on the flood history in Sherman, the projects completed since the Municipal Utility Drainage System (Stormwater) Fee was implemented in 2017, and additional capital projects and funding needed to continue the program. As a result, the Council directed staff to implement an increase in the Stormwater Fee from $1.00 per ERU to $2.00 per ERU. The City has published the notices of public hearing required by state law.

Origination:

City Council

Financial Consideration:

Once approved, the rate schedule is expected to generate an additional $400,000, for total Stormwater Fee annual revenue of $850,000.

Staff Recommendation:

Staff recommends adoption of the ordinance.

Alternatives:

No alternatives are recommended.

Attachments

ORDINANCE NO. 6668

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.10, ENTITLED "MUNICIPAL DRAINAGE UTILITY SYSTEM", AT DIVISION 3, ENTITLED "FEE SCHEDULE"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; 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. Amendment to the Code of Ordinances, Section 13.10.062 (Impervious Area; Fee Assessed). The Code of Ordinances, Section 13.10.062 (Impervious Area; Fee Assessed) is amended as follows[1]:

13.10.062 Impervious area; fee assessed.

(a) Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property.

(b) The drainage utility fee, payable monthly, shall be established with respect to all property according to the following schedule:

Property Type	Impervious Area (sq. ft.)	Monthly Drainage Utility Fee
Single-family residential		
Tier 1	<2,400	*$1.20* ~~$0.60~~
Tier 2	2,400–4,600	*$2.00* ~~$1.00~~
Tier 3	>4,600	*$3.60* ~~$1.80~~

[1] Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

Property Type	Impervious Area (sq. ft.)	Monthly Drainage Utility Fee
All other nonexempt property		*$2.00* ~~$1.00~~ per ERU*

*ERU (equivalent residential unit) = 3,400 square feet impervious area

(c) A minimum charge of one (1) ERU shall be applied to each nonexempt nonsingle-family residential developed property, regardless of classification.

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 a 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 servable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of 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 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 6th day of November 2023.

ADOPTED on this the 6th day of November 2023.

EFFECTIVE DATE on this the 6th day of November 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY:_____
LINDA ASHBY, CITY CLERK

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

BY:_____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 2.**

Meeting Date: 11/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6669

Repealing Ordinance No. 6578 and Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Commercial Amusement Center, Indoor Or Outdoor, And An Outdoor Restaurant In A C-2 (Retail Business) District, Located At 4801 North FM 1417 (Heritage Parkway), Consisting Of 5.742 Acres In The Alfred Hume Survey, Abstract No. 522, Brian Previaty (Owner) And Underwood Drafting & Surveying, Inc. (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 5.742 acres of land located at 4801 North FM 1417 (Heritage Parkway) to allow a commercial amusement center, indoor or outdoor and an outdoor restaurant in a C-2 (Retail Business) District and repeal Ordinance No. 6578.

Background:

The property is located at 4801 North FM 1417 (Heritage Parkway) near the intersection of Plainview Road and North Heritage Parkway. The applicant received a Specific Use Permit on March 20th, 2023 for a Commercial Amusement Center and now would like to update the site plan to include an outdoor restaurant.

The following has been approved for this location:

- March 20, 2023 - Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Commercial Amusement Center, Indoor or Outdoor, in a C-2 (Retail Business) District. (Ord. No. 6578)
- September 9, 1986 - Specific Use Permit to allow a construction office, shop and yard in a C-2
- July 9, 1985 - Zone Change from an R-1 (Single Family Residential) District to C-2 (Retail Business) District

Origination:

Brian Previaty (Owner)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 17, 2023 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6669
Exhibit A - Survey/Site Plan
Location Map
Zoning Map
Future Land Use Map
Property Notification Sign
Elevations
Staff Review Letter

ORDINANCE NO. 6669

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6578 AND AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER, INDOOR OR OUTDOOR, AND AN OUTDOOR RESTAURANT IN A C-2 (RETAIL BUSINESS) DISTRICT, LOCATED AT 4801 NORTH FM 1417 (HERITAGE PARKWAY), CONSISTING OF 5.742 ACRES IN THE ALFRED HUME SURVEY, ABSTRACT NO. 522, BRIAN PREVIATY (OWNER) AND UNDERWOOD DRAFTING & SURVEYING, INC. (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions.

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

SECTION 1. That Ordinance No. 6578 is hereby repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6578 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of Ordinance No. 6578 occurring before the effective date of this Ordinance.

SECTION 2. That, from and after the effective date of this Ordinance, Brian Previaty (Owner) and Underwood Drafting & Surveying, Inc. (Surveyor), concerning the property located at 4801 North FM 1417 (Heritage Parkway), are granted a Specific Use Permit to allow a Commercial Amusement Center, Indoor Or Outdoor and an Outdoor Restaurant in a C-2 (Retail

Business) District and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include the property described on **Exhibit A – Survey/Site Plan** ("Property").

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. The Property must be properly maintained in a state of good repair and neat appearance.
4. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
5. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (1)(a)(3))*
6. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
7. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

8. Platting of the Property is required. Code of Ordinances Chapter 10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
9. City wastewater does not serve subject Property. On-site sewage facility or extension of wastewater main by developer is required. Code of Ordinances Chapter 13, Sec. 13.07.282; 10.03.003(h)

Fire Services

10. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. (2018 International Fire Code, Section 503.1.1)
11. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. (2018 International Fire Code, Section 507.5.1)
12. Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'. (*Chapter 3, Sec. 3.02.002(c)(8))*

13. The minimum turning radius shall be at least 25’ unless fire lane exceeds minimum requirement of 24’. (2018 International Fire Code, Section 503.2.4)
14. Dead-end fire apparatus access roads in excess of 150’ in length shall be provided with a 96’ 100’ diameter cul-de-sac or 120' hammerhead at 20’ 24’ wide fire lane. (2018 International Fire Code, Section 503.2.5)

Additional Conditions:

15. The Property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A – Survey/Site Plan.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman’s Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the Property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 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 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.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 6th day of November 2023.

ADOPTED on this the 6th day of November 2023.

EFFECTIVE DATE on this the 6th day of November 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

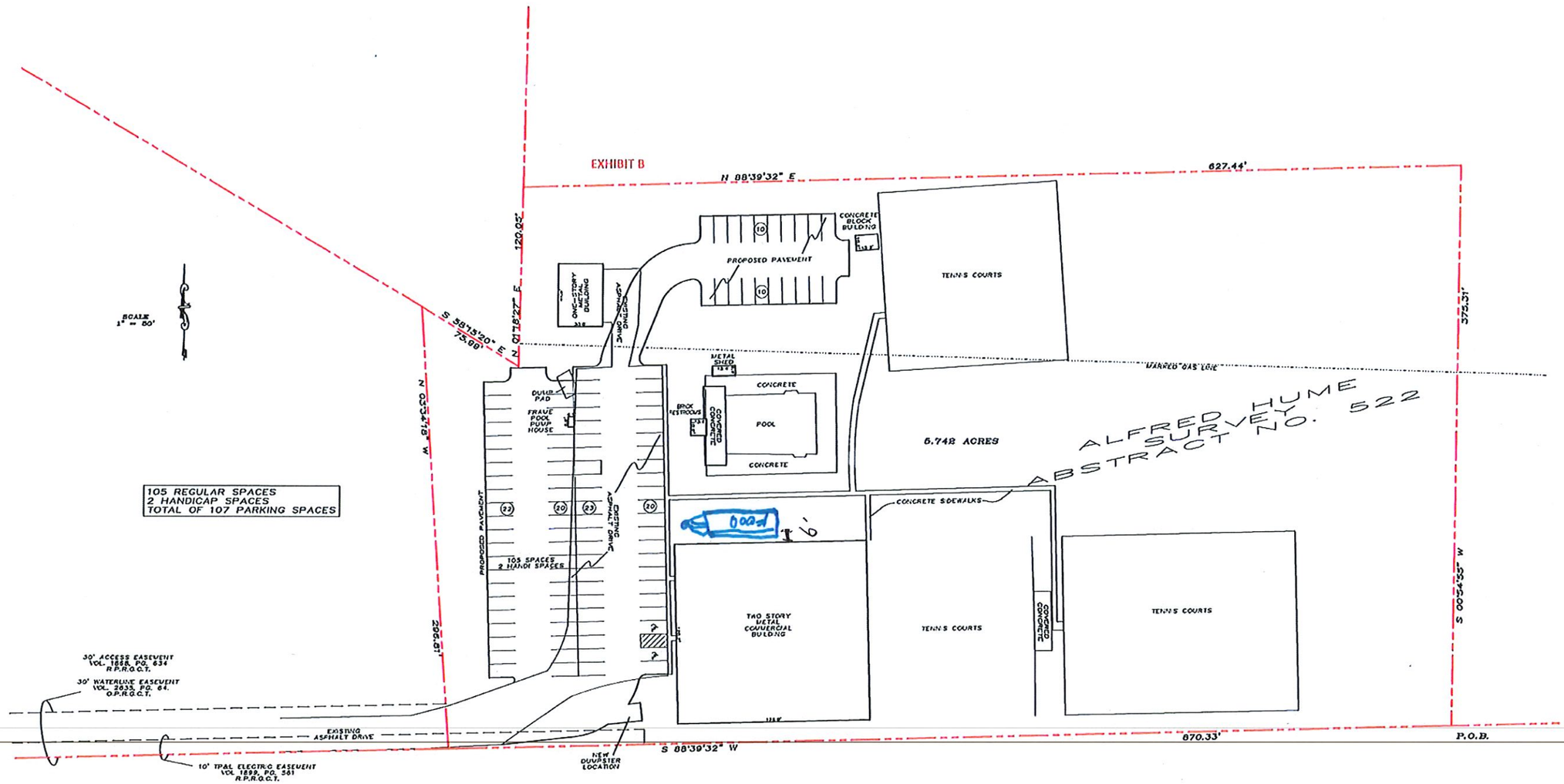
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

EXHIBIT B



SITE PLAN
5.742 ACRES IN THE
ALFRED HUME SURVEY
ABSTRACT NO 522
GRAYSON COUNTY, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4801 N. FM 1417 (HERITAGE PKWY)

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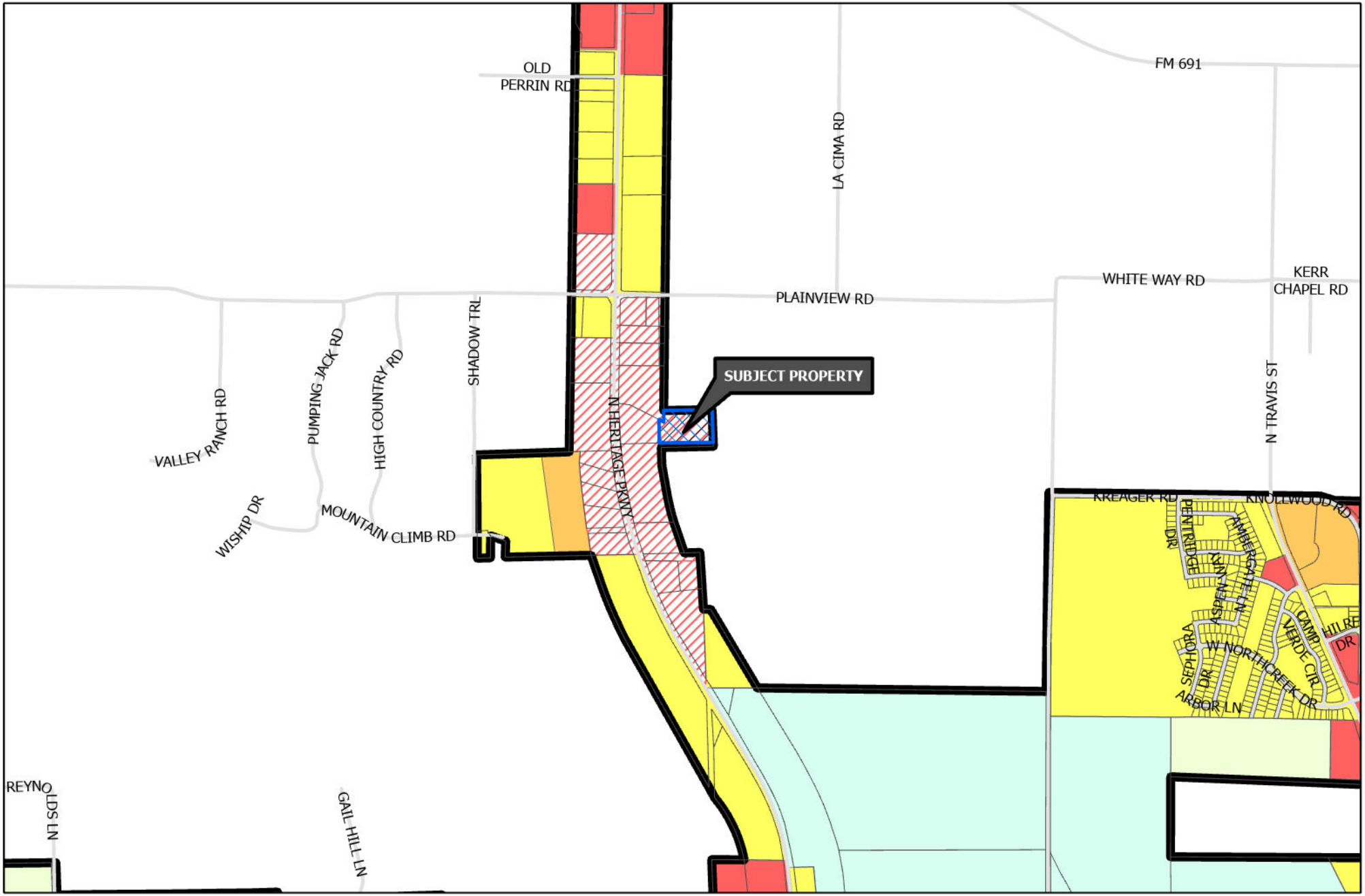
Date: 2/9/2023 12:34 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Subject Locations

CITY OF SHERMAN
ZONING MAP
4801 N. FM 1417 (HERITAGE PKWY)

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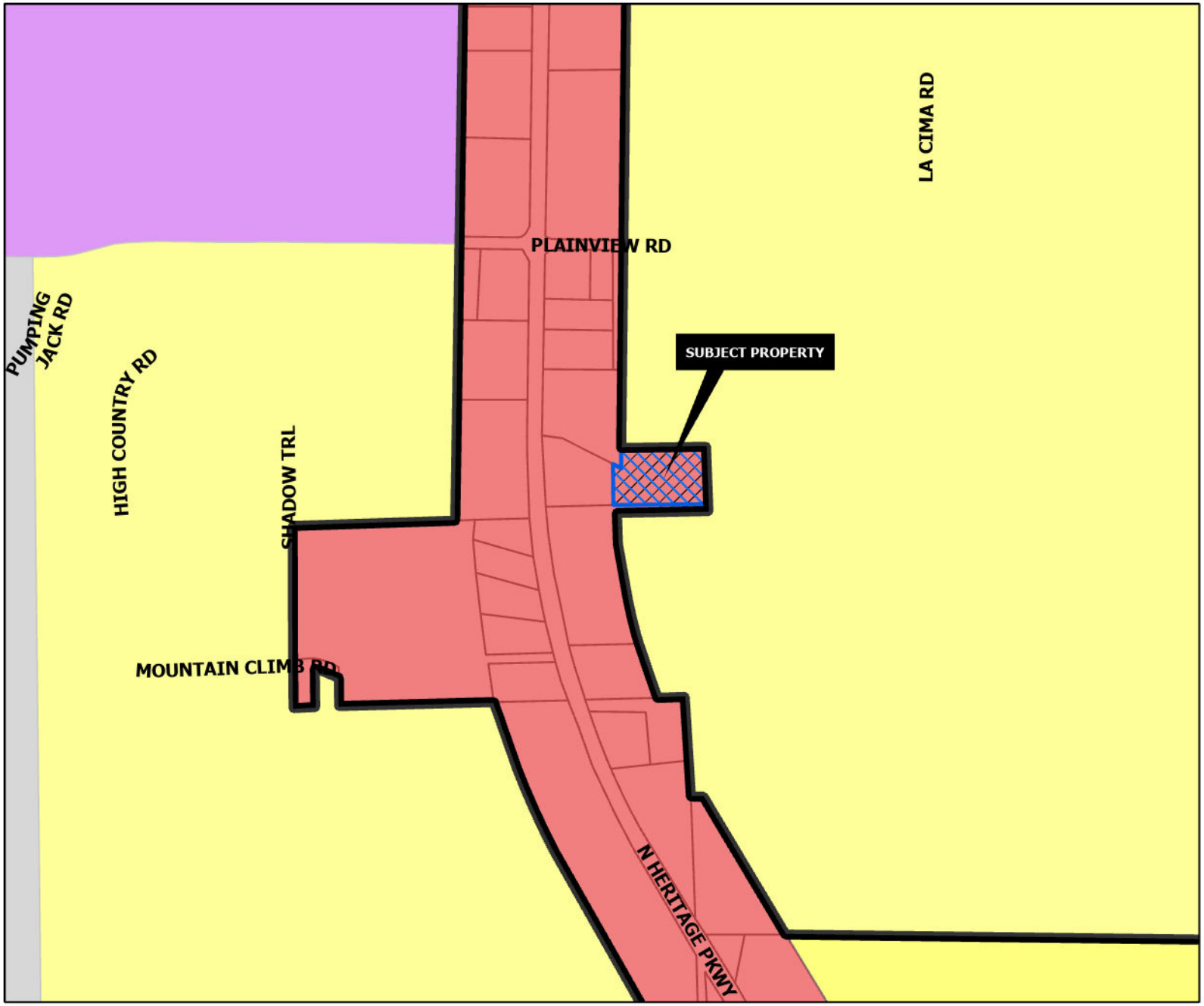
Date: 2/9/2023 12:34 PM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Subject Locations
- Planning & Zoning

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CITY OF SHERMAN
FUTURE LAND USE MAP
4801 N FM 1417 (HERITAGE PKWY)

Date: 10/5/2023 2:33 PM

Marlow, Lauren

From: laurenm@cityofsherman.com
To: Brian Previaty
Subject: RE: Four seasons please let me know if you received the email. Thank you.

From: Brian Previaty
Sent: Tuesday, October 3, 2023 10:41 AM
To: Marlow, Lauren
Subject: Four seasons please let me know if you received the email. Thank you.



Sent from my iPhone



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

October 10, 2023

Sent via email

Brian Previaty
332 Hurricane Creek
Anna, TX 75409

Dear Applicants,

The request of a Public Hearing, Specific Use Permit and Site Plan approval under Section 14.06.009 to allow a Commercial Amusement Center, Indoor or Outdoor and an Outdoor Restaurant in a C-2 (Retail Business) District and repeal Ordinance No. 6578 located at 4801 North FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 17, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. The property must be properly maintained in a state of good repair and neat appearance.
4. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
5. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (1)(a)(3)*)
6. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
7. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

8. Platting of the property is required. Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
9. City wastewater does not serve subject property. On-site sewage facility or extension of wastewater main by developer is required. Code of Ordinances Chapter 13, Sec. 13.07.282; 10.03.003(h)

Fire Services

10. [ ] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
11. [ ] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
12. [ ] 503.2.1 - Fire apparatus access roads shall have an unobstructed width of not less than 20' 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 13' 6" 14'. (City Ordinances Amendments 3.01.002)
13. [ ] 503.2.4 - The minimum turning radius shall be at least 25' unless fire lane exceeds minimum requirement of 24'. (City Ordinances Amendments 3.01.002)
14. [ ] 503.2.5 - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 96' 100' diameter cul-de-sac or 120' hammerhead at 20' 24' wide fire lane. (City Ordinances Amendments 3.01.002)

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Development Services at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 3.**

Meeting Date: 11/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6670

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Schools; Elementary, High, College and Universities, Public, Private, or Denominational in a C-2 (General Commercial) District/FM 1417 Overlay District, Located at 4805 North FM 1417 (Heritage Parkway), consisting of 4.250 acres being Lot 1 of the Glitzy Girls Addition, City of Sherman, Grayson County, Texas 680 Investment Properties LLC (Owner) and Educate Texoma, LLC (Applicant) and Underwood Drafting & Surveying (Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 4.250 acres of land located at 4805 North FM 1417 (Heritage Parkway) to Allow A School in a C-2 (General Commercial) District/FM 1417 Overlay District.

Background:

The property is located at 4805 North FM 1417 (Heritage Parkway) near the intersection of Plainview Road and North Heritage Parkway. The owner is requesting a Specific Use Permit for a school at this location.

Origination:

680 Investment Properties LLC (Owner)
Educate Texoma, LLC (Applicant)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 17, 2023 regular meeting, the Planning and Zoning Commission voted 4/2 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6670
Exhibit A - Survey
Exhibit B - Site Plan
Location Map
Zoning Map
Future Land Use Map
Property Notification Sign
Narrative
Elevations
Floor Plan
Staff Review Letter

ORDINANCE NO. 6670

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW SCHOOLS; ELEMENTARY, HIGH, COLLEGE AND UNIVERSITIES, PUBLIC, PRIVATE, OR DENOMINATIONAL IN A C-2 (GENERAL COMMERCIAL) DISTRICT/FM 1417 OVERLAY DISTRICT, LOCATED AT 4805 NORTH FM 1417 (HERITAGE PARKWAY), CONSISTING OF 4.250 ACRES BEING LOT 1 OF THE GLITZY GIRLS ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS 680 INVESTMENT PROPERTIES LLC (OWNER) AND EDUCATE TEXOMA, LLC (APPLICANT) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 4805 North FM 1417 (Heritage Parkway), City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a school, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. Shared access with rear property must remain clear at all times. No obstructions of access will be permitted.
4. Portable Storage Containers shall be removed from property. Portable storage containers are only allowed on lots with an active building permit subject to approval from the director of development services. *(Section 14.01.001(a)[6])*
5. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
6. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
7. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Fire Services

Building is NOT equipped throughout with an approved automatic sprinkler system.

13. [ ] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
14. [ ] 503.2.1 - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'. (City Ordinances Amendments 3.01.002)
15. [ ] 503.2.4 - The minimum turning radius shall be at least 25' unless fire lane exceeds minimum requirement of 24'. (City Ordinances Amendments 3.01.002)

16. [ ] 503.2.5 - Dead-end fire apparatus access roads in excess of 150’ in length shall be provided with a 100’ diameter cul-de-sac or 120' hammerhead at 24’ wide fire lane. (City Ordinances Amendments 3.01.002)

Additional Conditions: as applicable

17. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B – Site Plan.**
18. This Specific Use Permit is for Pre-K, elementary, junior high, and high school students only.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman’s Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 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 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.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 6th day of November 2023.

ADOPTED on this the 6th day of November 2023.

EFFECTIVE DATE on this the 6th day of November 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

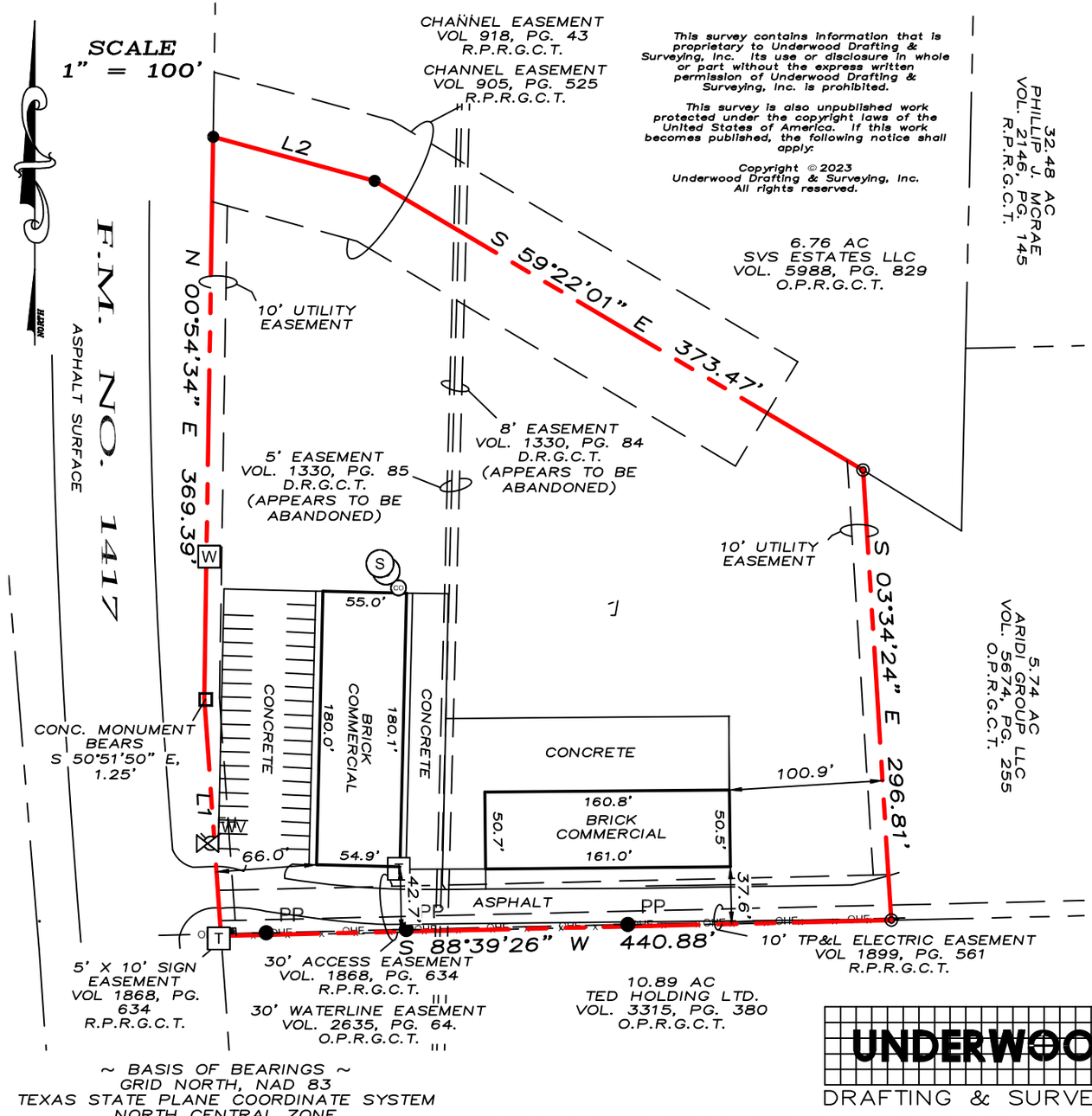
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



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Underwood Drafting & Surveying, Inc.
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SCHEDULE "B" TITLE EXCEPTION NOTES

The property described herein is the same property described in Red River Title Company Title Commitment GF No. 0143431, effective date August 28, 2023.

10h. CHANNEL EASEMENTS TO THE STATE OF TEXAS OF RECORD IN VOLUME 1330, PAGE 85, DEED RECORDS, GRAYSON COUNTY, TEXAS.

Easement affects the surveyed property as shown. Easement appears to be abandoned.

10i. TREE CUTTING AGREEMENT PERTAINING TO THE TEXAS POWER & LIGHT COMPANY TO TRIM TREES OF RECORD IN VOLUME 1330, PAGE 84, DEED RECORDS, GRAYSON COUNTY, TEXAS.

Easement affects the surveyed property as shown. Easement appears to be abandoned.

10i. EASEMENTS RESERVED IN DEED OF RECORD IN VOLUME 1868, PAGE 634, DEED RECORDS, GRAYSON COUNTY, TEXAS.

Easement affects the surveyed property as shown.

10i. WATER LINE EASEMENT TO GEORGE BENTLEY DYE AND WIFE, LEIGHT A. DYE OF RECORD IN VOLUME 2635, PAGE 64, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS.

Easement affects the surveyed property as shown

JOB NO. 23090953
FW: ASU – DFT: EB

LEGEND

●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
PP	POWER POLE
CO	SEWER CLEANOUT
S	SEPTIC TANK
W	WATER METER
FH	FIRE HYDRANT
WV	WATER VALVE
T	TELEPHONE PEDESTAL
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT LINE
x x x	BARBWIRE FENCE
OHE	OVERHEAD ELEC.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 04°03'04" W	156.82'
L2	S 74°45'26" E	110.00'

I, Douglas W. Underwood, Registered Professional Land Surveyor do hereby certify that on the 12th day of September 2023, a survey was made on the ground of the property shown hereon, described as Lot 1 of the Glitzy Girls Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Document Number 2021–56, of the Plat Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right–of–way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

The building on said lot is known as 4805 Heritage Parkway, Sherman, Texas, and is wholly located on said lot; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.

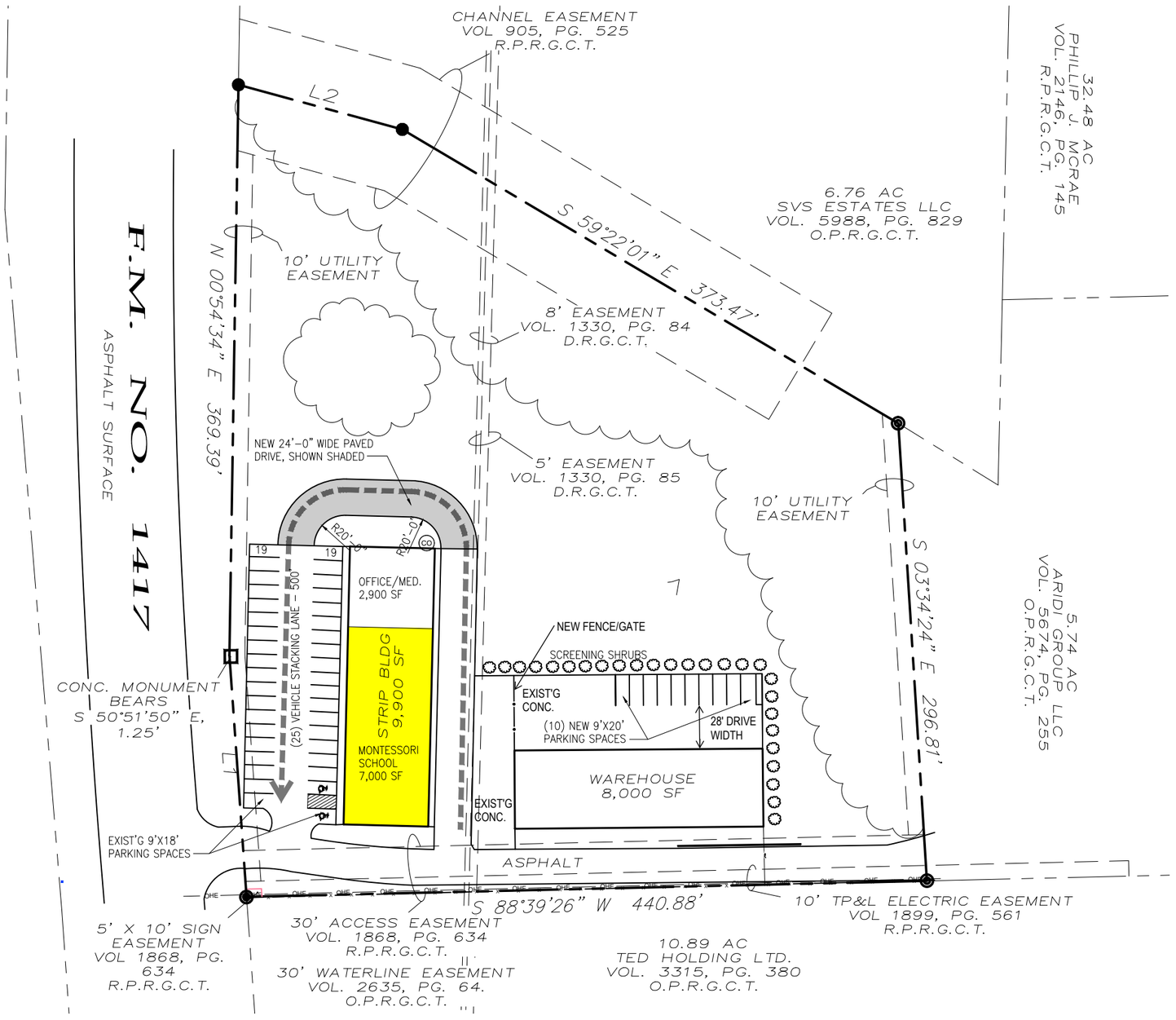
STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

D. W. Underwood

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 09/12/23

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465–2151

EXHIBIT B



SITE PLAN
SCALE: 1" = 80'-0"

SITE PLAN STATISTICS

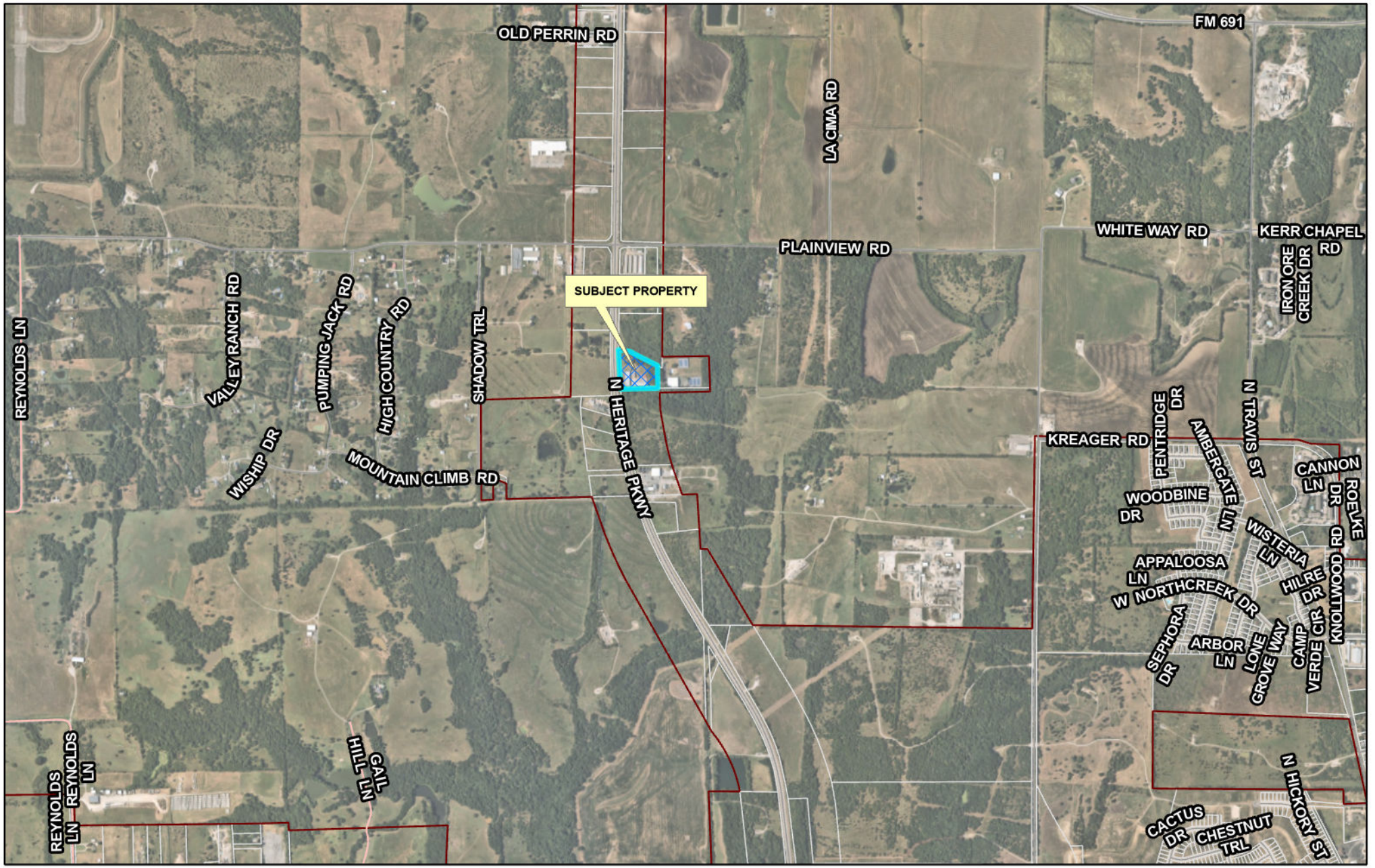
PARKING STATISTICS	
(60) PRE-K & KINDERGARTEN PUPILS (1:8)	8
(3) ELEMENTARY/JR HIGH CLASSROOMS (2.5/CLASS)	8
OFFICE/MED TENANT SPACE (2,900 SF/200)	15
WAREHOUSE (8,000 SF/1,000)	8
TOTAL PARKING REQUIRED	39
TOTAL PARKING PROVIDED	48
(HANDICAP PROVIDED)	(2)

VEHICLE STACKING PROVIDED - 25 SPACES (500' LINEAR)

REGISTERED ARCHITECT
DAVID L. BACA
22058
STATE OF TEXAS

10.03.23

MONTESSORI SUP REQUEST



dlagrone H:\PLANNING\Public Notification KT.aprx

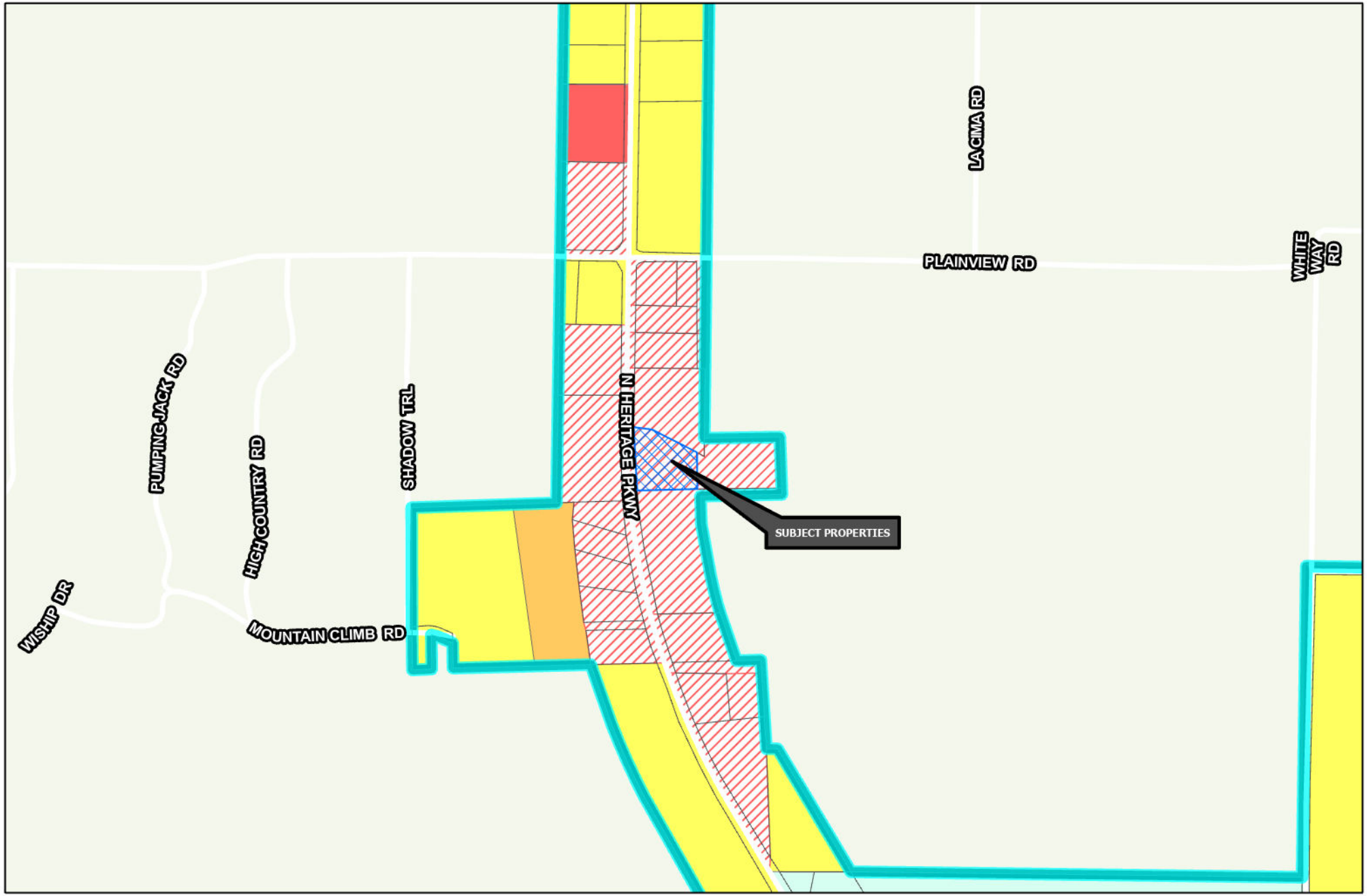
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4805 N FM 1417 (HERITAGE PKWY)

N
W E
S

Date: 10/6/2023 9:58 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

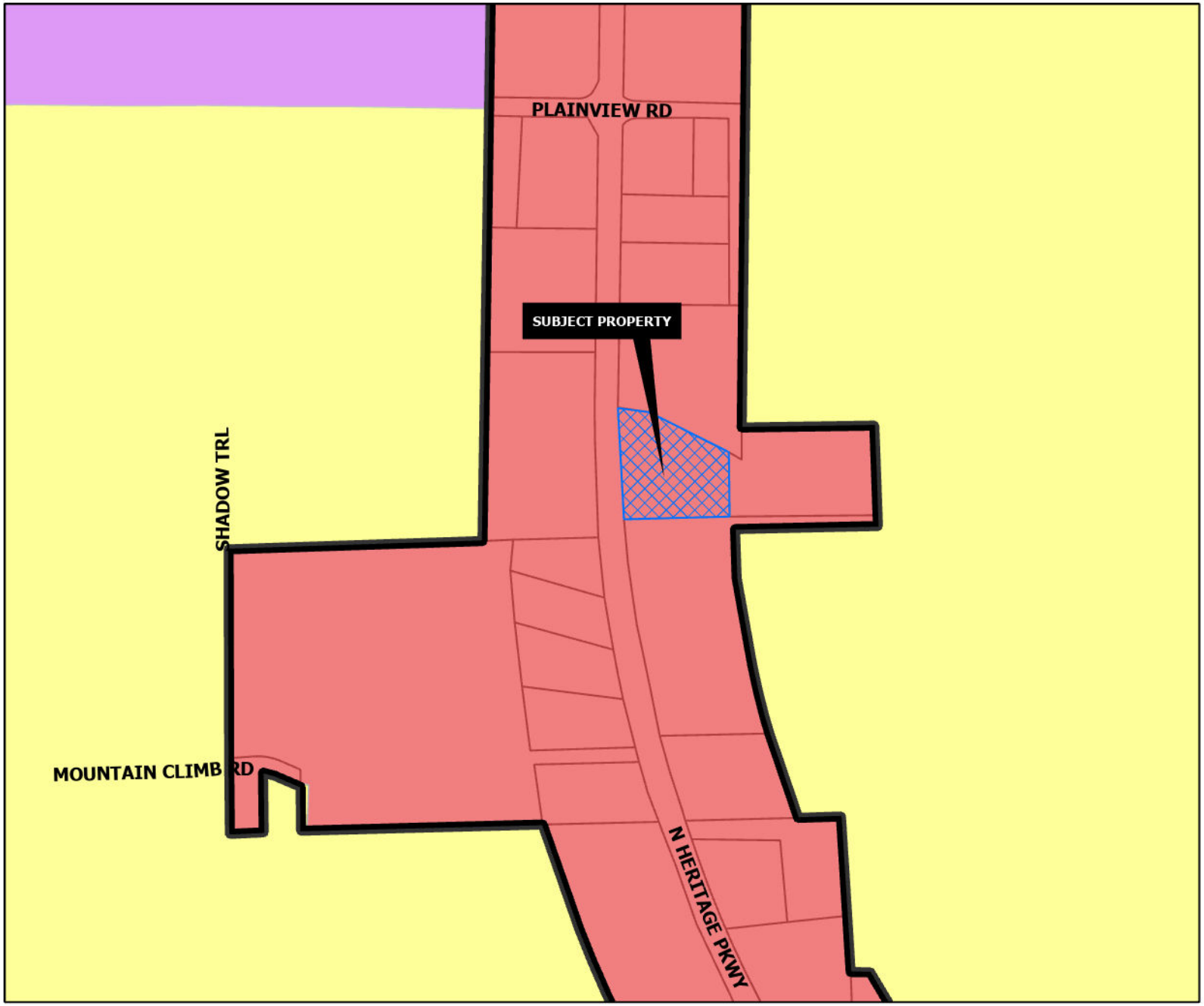
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
4805 N FM 1417 (HERITAGE PKWY)

N
W E
S

Date: 10/6/2023 9:58 AM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
4805 N FM 1417 (HERITAGE PKWY)

Date: 10/6/2023 10:01 AM

Marlow, Lauren

From: Planning
To: Amanda Perdue Owen
Subject: RE: Heart of texoma Montessori Academy Sign up

From: Amanda Perdue Owen
Sent: Tuesday, October 3, 2023 2:18 PM
To: Planning
Subject: Heart of texoma Montessori Academy Sign up



--

PLAYWORKS THERAPY GROUP OF TEXOMA
Dr. Amanda Perdue Owen **DOT, CAS, IBCLC**
Owner/Occupational Therapist
Certified Autism Specialist
International Board Certified Lactation Consultant

PRIVILEGED AND CONFIDENTIAL:

This document and information contained herein are confidential and protected from disclosure pursuant to federal law. This message is intended only for the use of the Addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that the use, dissemination, or copying of this information is strictly prohibited. If you received this communication in error, please erase all copies of the message and its attachments and notify the sender immediately.

HEART OF TEXOMA
MONTESSORI
ACADEMY
EST 2022

Project Narrative

for 4805 Heritage Pkwy, Sherman

OUR PLAN FOR THE PROPERTY

Heart of Texoma Montessori Academy is proposing to create a full-day Montessori-based school for Pre-K, elementary, junior high, and high school students (ages 3 to 18 years) at 4805 Heritage Parkway in Sherman, TX. The proposed school will have 6 rooms and a total capacity of 125 students per day. The estimated number of employees is 18, with 13 being full-time and 5 being part-time. The busiest times of the day will be from 7:30 a.m. to 8:15 a.m. for drop off and from 3:00 p.m. to 3:15 p.m. for pick up.

OUR SUP SUBMISSION

1. There are no plans to change the exterior of the buildings.
2. There are no plans to add buildings to the property.
3. The landscape information is included on the site plan.

OUR MISSION

Heart of Texoma Montessori Academy's mission is to provide a full-day, Montessori-based, Pre-K through High School learning experience that is nurturing, educationally rich, and developmentally appropriate to empower students to build life skills and embrace their full potential. Our goal is to prepare our students for a life of purpose, integrity, and academic achievements by developing independent learners, critical thinkers, and tomorrow's leaders.



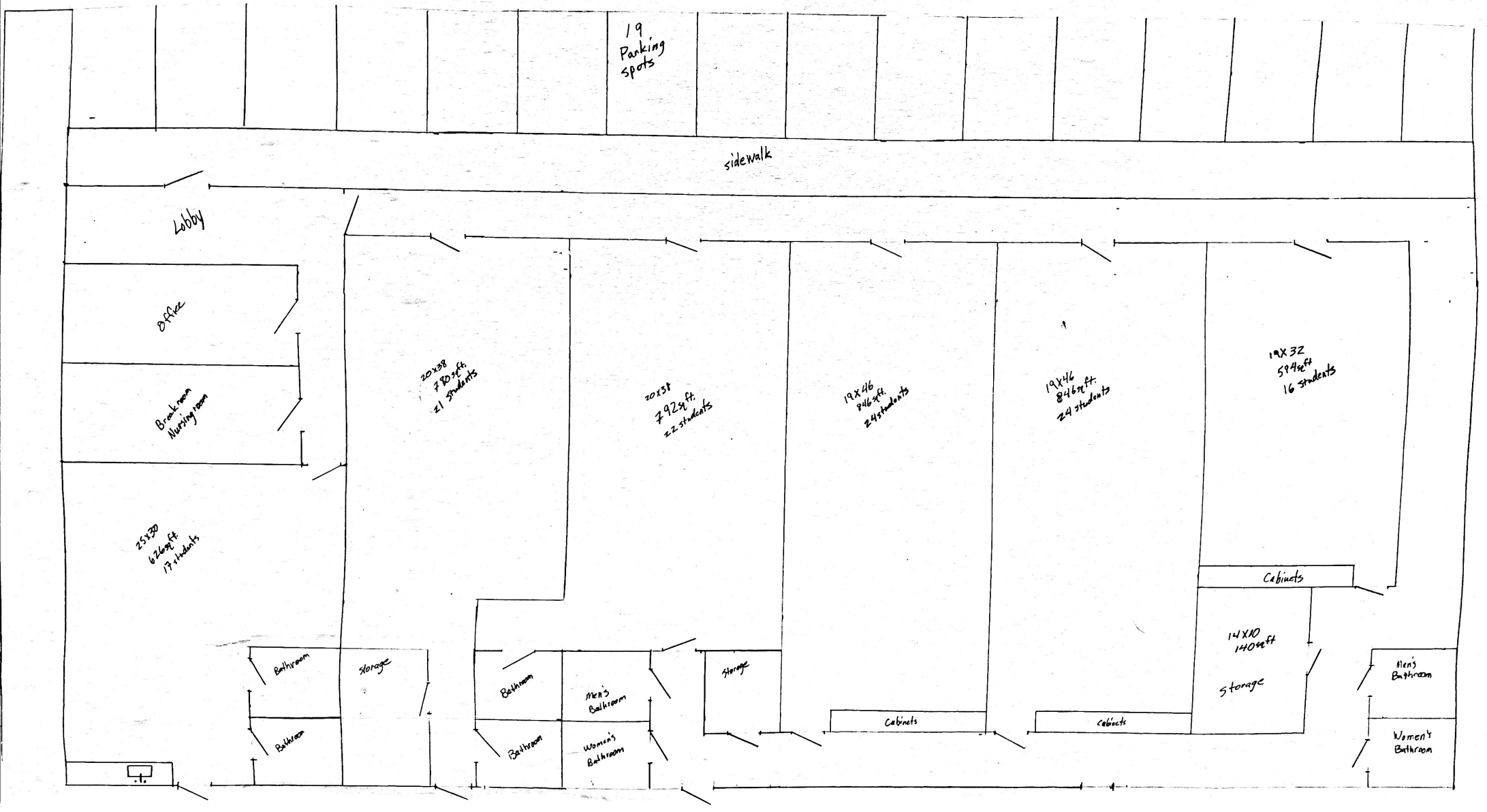
FRONT (HIGHWAY) FACADE



FRONT & SIDE FACADES - SHOWING 100% MASONRY ON REAR BUILDING FACADES VISIBLE FROM R.O.W.

EXISTING EXTERIOR ELEVATIONS

NO SCALE 09.24.23


19 Parking spots
sidewalk
Lobby
Office
Breakroom Nursing room
25x30 626sqft 17 students
20x38 760sqft 21 students
20x38 792sqft 22 students
19x46 846sqft 24 students
19x46 846sqft 24 students
19x32 594sqft 16 students
Cabinets
14x10 140sqft
Storage
Men's Bathroom
Women's Bathroom
Bathroom
Bathroom
Storage
Bathroom
Bathroom
Men's Bathroom
Women's Bathroom
Storage
Cabinets
Cabinets

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

October 10, 2023 Sent via email

Educate Texoma LLC
4211 Preston Road
Denison, TX 75021

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Schools; elementary, high, college and universities, public, private, or denominational in a C-2 (General Commercial) District/FM 1417 Overlay District located at 4805 North FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 17, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Shared access with rear property must remain clear at all times. No obstructions of access will be permitted.
4. Portable Storage Containers shall be removed from property. Portable storage containers are only allowed on lots with an active building permit subject to approval from the director of development services. *(Section 14.01.001(a)[6])*
5. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
6. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
7. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director

of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.

12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Fire Services

Building is NOT equipped throughout with an approved automatic sprinkler system.

13. [ ] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
14. [ ] 503.2.1 - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'. (City Ordinances Amendments 3.01.002)
15. [ ] 503.2.4 - The minimum turning radius shall be at least 25' unless fire lane exceeds minimum requirement of 24'. (City Ordinances Amendments 3.01.002)
16. [ ] 503.2.5 - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 24' wide fire lane. (City Ordinances Amendments 3.01.002)

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 4.**

Meeting Date: 11/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6671

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Automobile Repair, Body Work, or Painting in a C-2 (General Commercial) District, Located at 4424 Texoma Parkway, Consisting of 1.935 Acres being in the W.F. Patterson Survey, Abstract No. 969, City of Sherman, Grayson County, Texas; Douglass Distributing (Owner) and Luis Navanete, Texoma Tire Shop (Applicant) and Helvey-Wagner Surveying (Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 1.935 acres of land located at 4424 Texoma Parkway to Allow A Tire Shop in the C-2 (General Commercial) District.

Background:

The property is located at 4424 Texoma Parkway at the corner of North Frisco Road and Texoma Parkway. This request is a result of zoning enforcement by city staff regarding an out of date Certificate of Occupancy and junk tires and other storage being visible from the public right-of-way. The owner is requesting a Specific Use Permit for a Tire Shop to come into compliance with City regulations.

Origination:

Douglass Distributing (Owner)
Luis Navanete, Texoma Tire Shop (Applicant)
Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 17, 2023 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter being tied to Luis Navarrete for one year and only for a tire shop. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6671
Exhibit A - Survey
Exhibit B - Site Plan
Location Map
Zoning Map
Future Land Use Map
Property Notification Sign
Narrative
Elevations
Opposition Email
Staff Review Letter

ORDINANCE NO. 6671

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4424 TEXOMA PARKWAY, CONSISTING OF 1.935 ACRES BEING IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; DOUGLASS DISTRIBUTING (OWNER) AND LUIS NAVARRETE, TEXOMA TIRE SHOP (APPLICANT) AND HELVEY-WAGNER SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 4424 Texoma Parkway, City of Sherman, Grayson County, Texas is granted a Specific Use Permit for automobile repair, body work, or painting, subject to the conditions described in this Ordinance. Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include the property highlighted in orange on **Exhibit A – Survey** ("Property").

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. The dumpster/trash enclosure shall be screened. The screening shall be constructed of masonry or similar durable material. *(Sec. 14.04.004(4)(c)).*
4. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
5. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
6. All damaged signs shall be repaired or removed within ninety (90) days of damage. *(Section 14.07.004(a)*
7. Wall Signs: Banners shall be securely fastened at all times flat against the structure. *(Section 14.07.013)*
8. The use of the Property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
9. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted. *(Article 8.08)*
10. No work shall be performed in the parking lot. All work must be performed inside the building.
11. The Property must be properly maintained in a state of good repair and neat appearance.
12. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
13. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
14. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
15. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

16. Platting of the Property is required. Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
17. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154;

10.03.003.(f)

Additional Conditions: as applicable

18. The Property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B – Site Plan.**
19. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Luis Navarrete is the lessee of the Property.
20. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the Property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
21. This Specific Use Permit is for a Tire Shop only. For the purposes of this Ordinance, a Tire Shop is defined as: a place where the principal business is the sale or installation of new, used, or retread tires and tubes.
22. The following automobile repair, body work, or painting activities shall not be allowed on the Property: body, fender, engine, transmission, muffler, or upholstery work; oil change or lubrication; or painting.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the Property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with

this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 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 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.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 6th day of November 2023.

ADOPTED on this the 6th day of November 2023.

EFFECTIVE DATE on this the 6th day of November 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES
1.935 ACRES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the W.F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503, being the remainder of the 2.159 acres conveyed by Warranty Deed from Benny Armstrong and Amma Armstrong to Dorothy Nell Armstrong and Willora Oglesby on April 15, 1971, as recorded in Volume 1186, Page 350, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found in the East line of Frisco Road, a public street, being the Southwest corner of the 1.264 acres conveyed to S&M Interests, LLC as recorded in Vol. 3796, Pg. 879, Official Public Records, being the Northeast corner of the 0.212 acres conveyed to the City of Sherman, as recorded in Volume 2637, Page 727, said Official Public Records, *(formerly a part of said Armstrong & Oglesby 2.159 acres)* and being the Northwest corner of the herein described tract;

THENCE North 89 deg. 50 min. 01 sec. East, with the South line of said S&M Interests, LLC 1.264 ac., a distance of 183.18 ft. to a 1/2 inch rebar found at the Southeast corner of said S&M Interests, LLC 1.264 ac. and the Southwest corner of the 1.342 acres – Tract 5 conveyed to Texoma South Development Group, LLC, as recorded in Inst. No. 2020-36716, said Official Public Records;

THENCE North 89 deg. 47 min. 13 sec. East, with the South line of said Texoma South Development Group, LLC 1.342 ac., a distance of 142.30 ft. to the Northeast corner of both said Armstrong & Oglesby 2.159 ac. and the herein described tract, lying in the West right-of-way line of Texoma Parkway (A.K.A. State Highway No. 91-formerly State Highway No. 75), ***SAID*** point bears North 80 deg. 34 min. 37 sec. East, 0.36 ft. from a 3/8 inch rebar found and North 65 deg. 30 min. 01 sec. East, 0.39 ft. from a 5/8 inch rebar found;

THENCE South 29 deg. 19 min. 31 sec. West, with the West line of said Texoma Parkway and the East line of said Armstrong & Oglesby 2.159 ac., a distance of 415.12 ft. to a mag-nail with flasher set at the Northeast corner of the 0.551 acres conveyed to the State of Texas, as recorded in Volume 571, Page 357, said Deed Records and being the Southeast corner of both said Armstrong & Oglesby 2.159 ac. and the herein described tract;

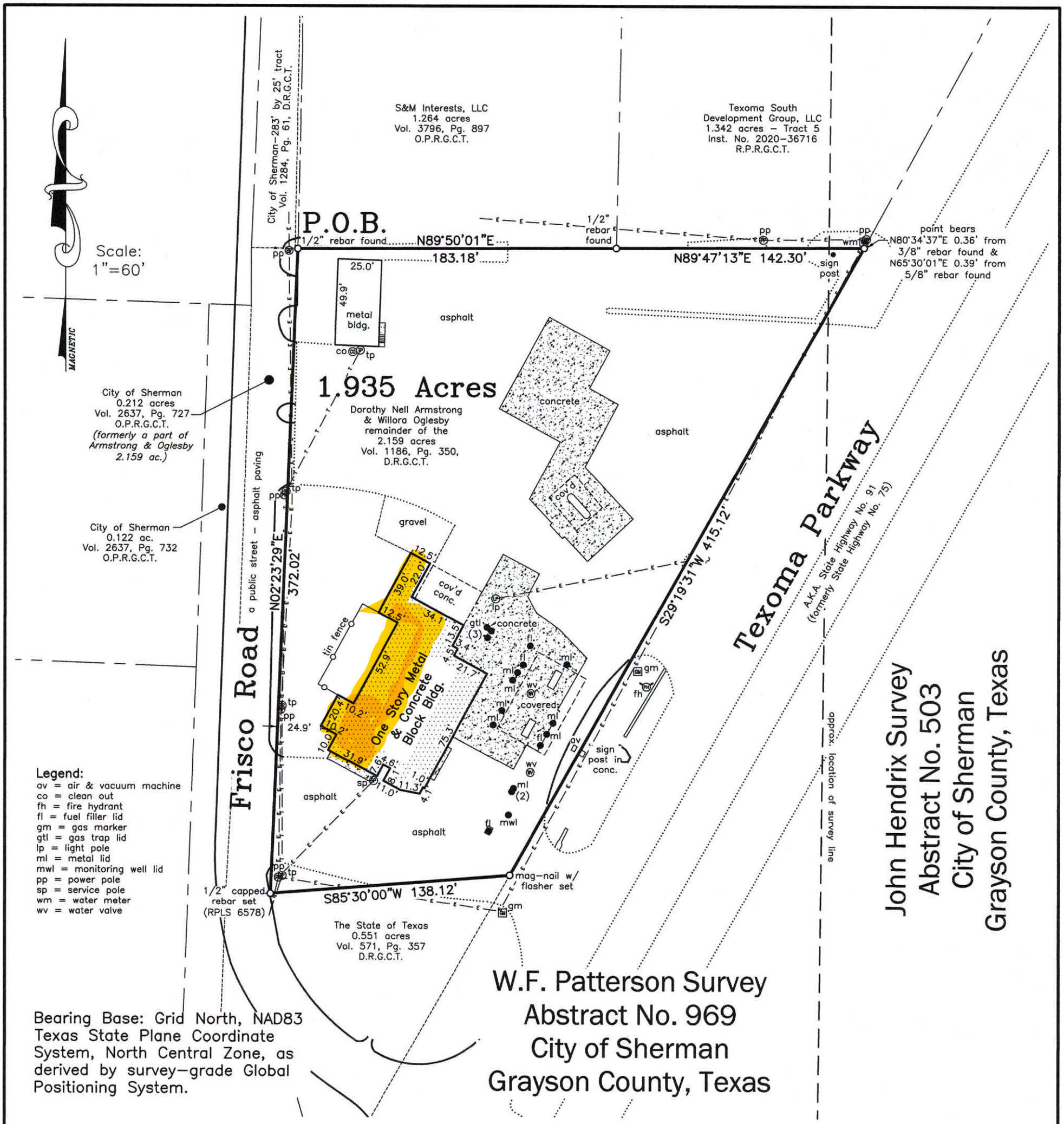
THENCE South 85 deg. 30 min. 00 sec. West, with the North line of said State of Texas 0.551 ac. and the South line of said Armstrong & Oglesby 2.159 ac., a distance of 138.12 ft. to a 1/2 inch capped rebar set (RPLS 6578) in the East line of said Frisco Road, at the Southeast corner of said City of Sherman 0.212 ac., and being the Southwest corner of the herein described tract;

THENCE North 02 deg. 23 min. 29 sec. East, with the East line of both said City of Sherman 0.212 ac. and said Frisco Road, a distance of 372.02 ft. to the **PLACE OF BEGINNING** and containing **1.935 ACRES** of land.

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Kate A. Wagner, R.P.L.S. No. 6578
August 28, 2023

EXHIBIT A



Legend:
av = air & vacuum machine
co = clean out
fh = fire hydrant
fl = fuel filler lid
gm = gas marker
gtl = gas trap lid
lp = light pole
ml = metal lid
mwl = monitoring well lid
pp = power pole
sp = service pole
wm = water meter
wv = water valve

Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey–grade Global Positioning System.

Owner: Dorothy Nell Armstrong & Willora Oglesby

Address: 4424 Texoma Parkway Sherman, Texas

This survey is for the sole benefit of the owner stated at left, and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct to the best of my knowledge and belief as shown hereon. Field Notes attached hereto.

The subject property shown hereon does not lie within the limits of any designated 100–year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 G, Revised Date: September 1, 2022.

Note: This survey was prepared without the benefit of a title commitment.

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

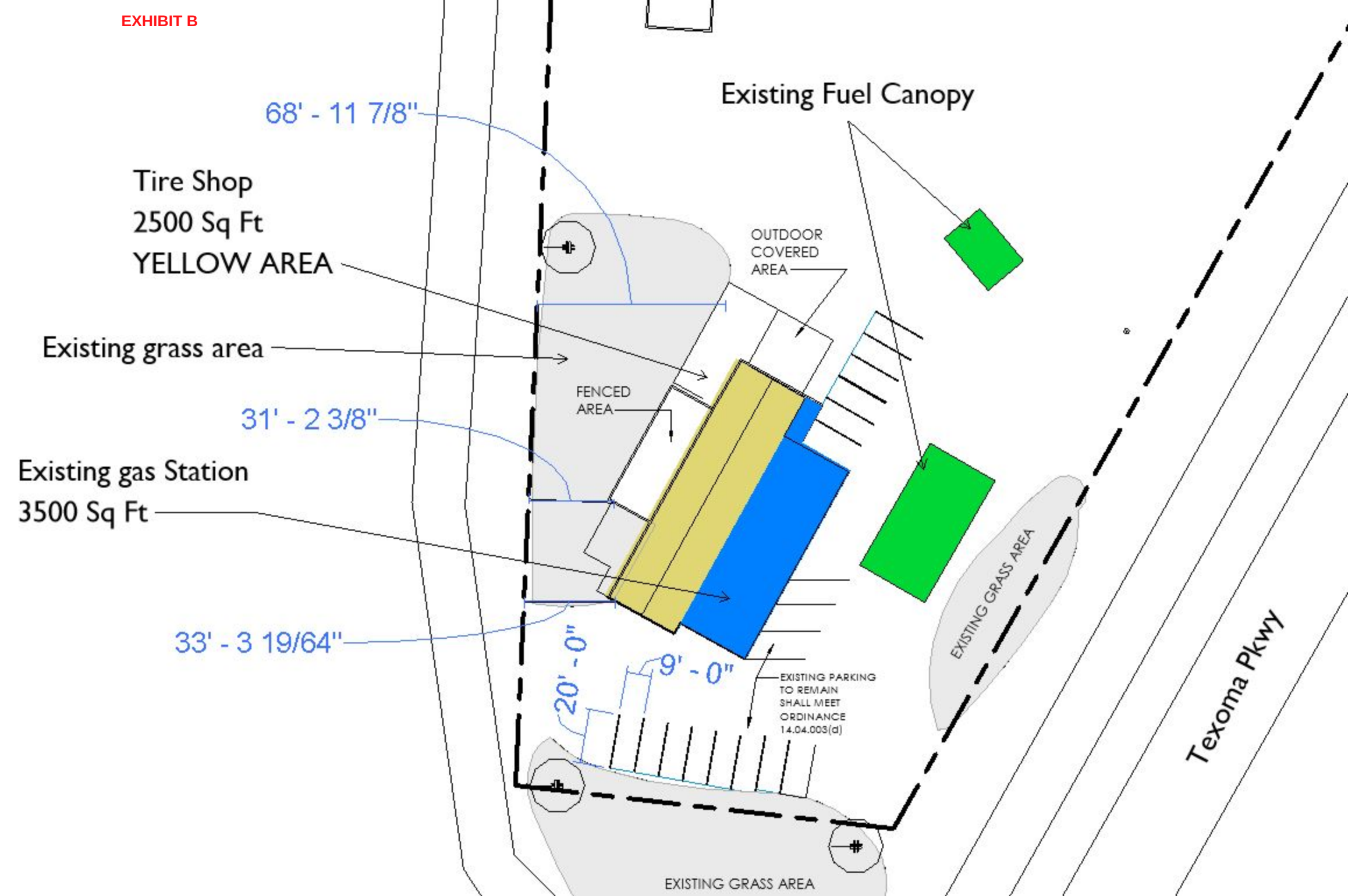
Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: August 28, 2023

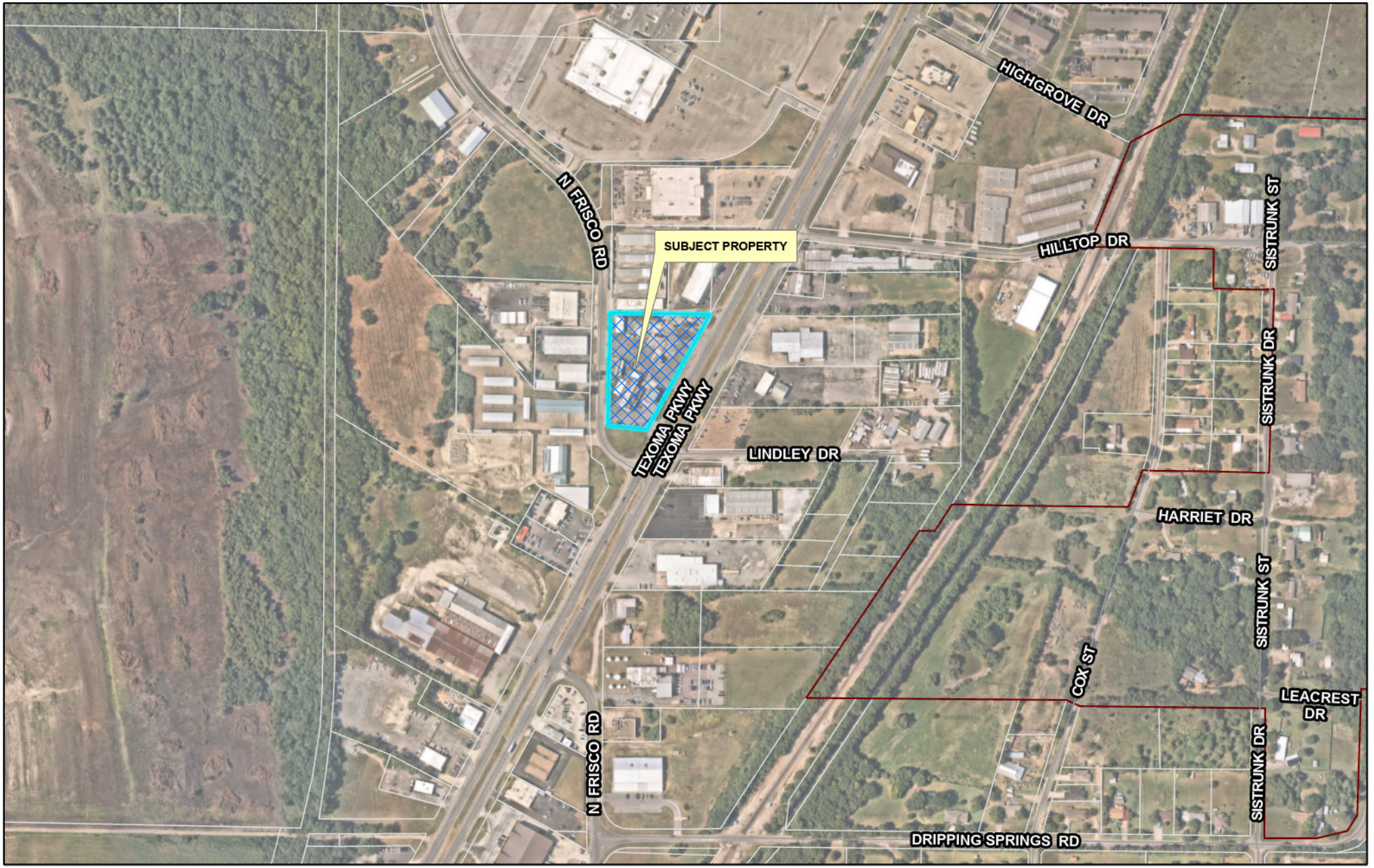
Job No. BGS560823

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463–6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

P:\Land Projects R2\4424–Texoma–Parkway–Sherman\Civil 3D\4424 Texoma Parkway.dwg 8/27/2023 12:06 PM

EXHIBIT B


Existing Fuel Canopy
68' - 11 7/8"
Tire Shop
2500 Sq Ft
YELLOW AREA
OUTDOOR
COVERED
AREA
Existing grass area
FENCED
AREA
31' - 2 3/8"
Existing gas Station
3500 Sq Ft
33' - 3 19/64"
20' - 0"
9' - 0"
EXISTING PARKING
TO REMAIN
SHALL MEET
ORDINANCE
14.04.003(d)
EXISTING GRASS AREA
EXISTING GRASS AREA
Texoma Pkwy



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4424 TEXOMA PKWY

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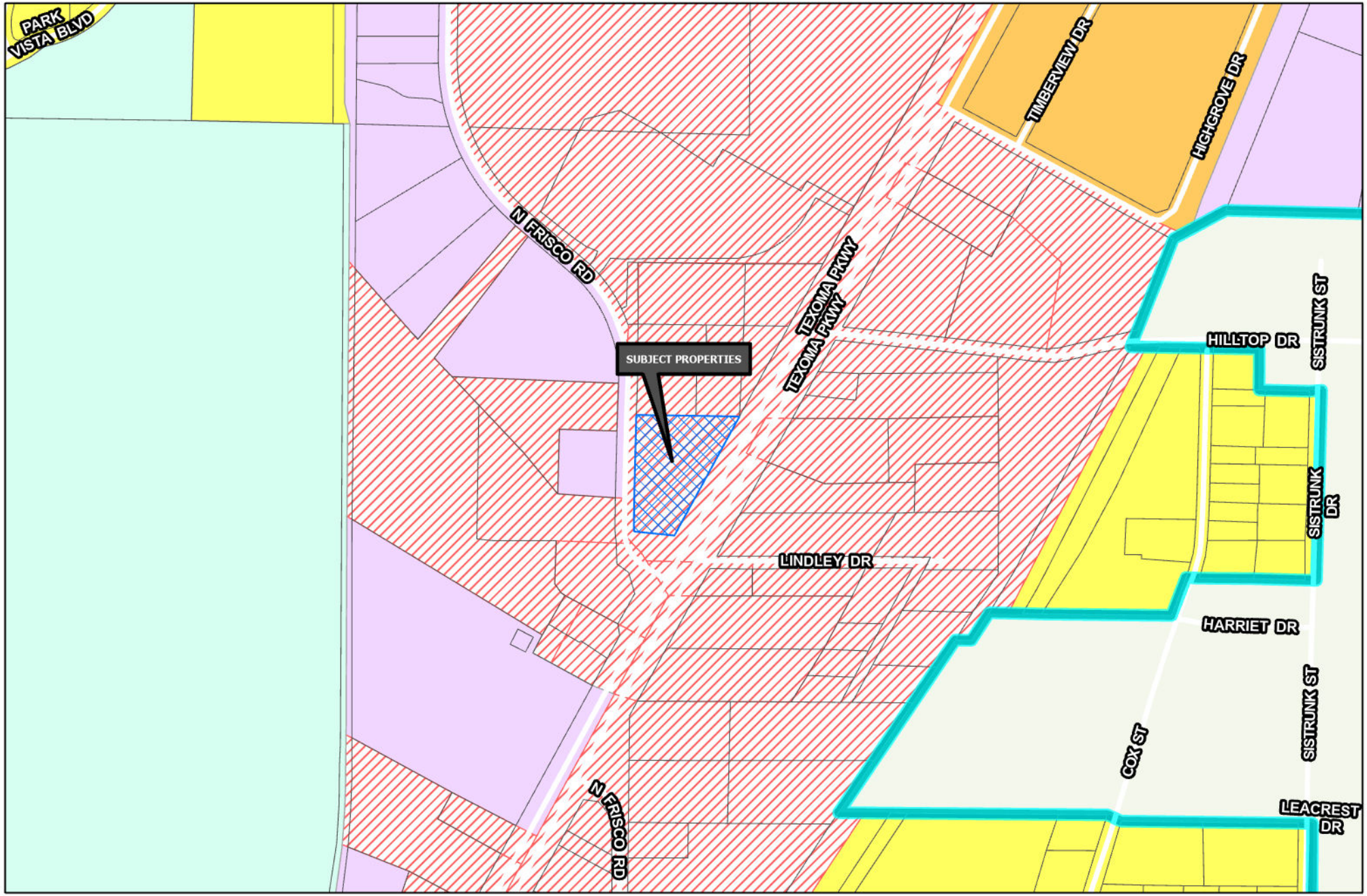
Date: 10/6/2023 10:01 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN ZONING MAP 4424 TEXOMA PKWY

N
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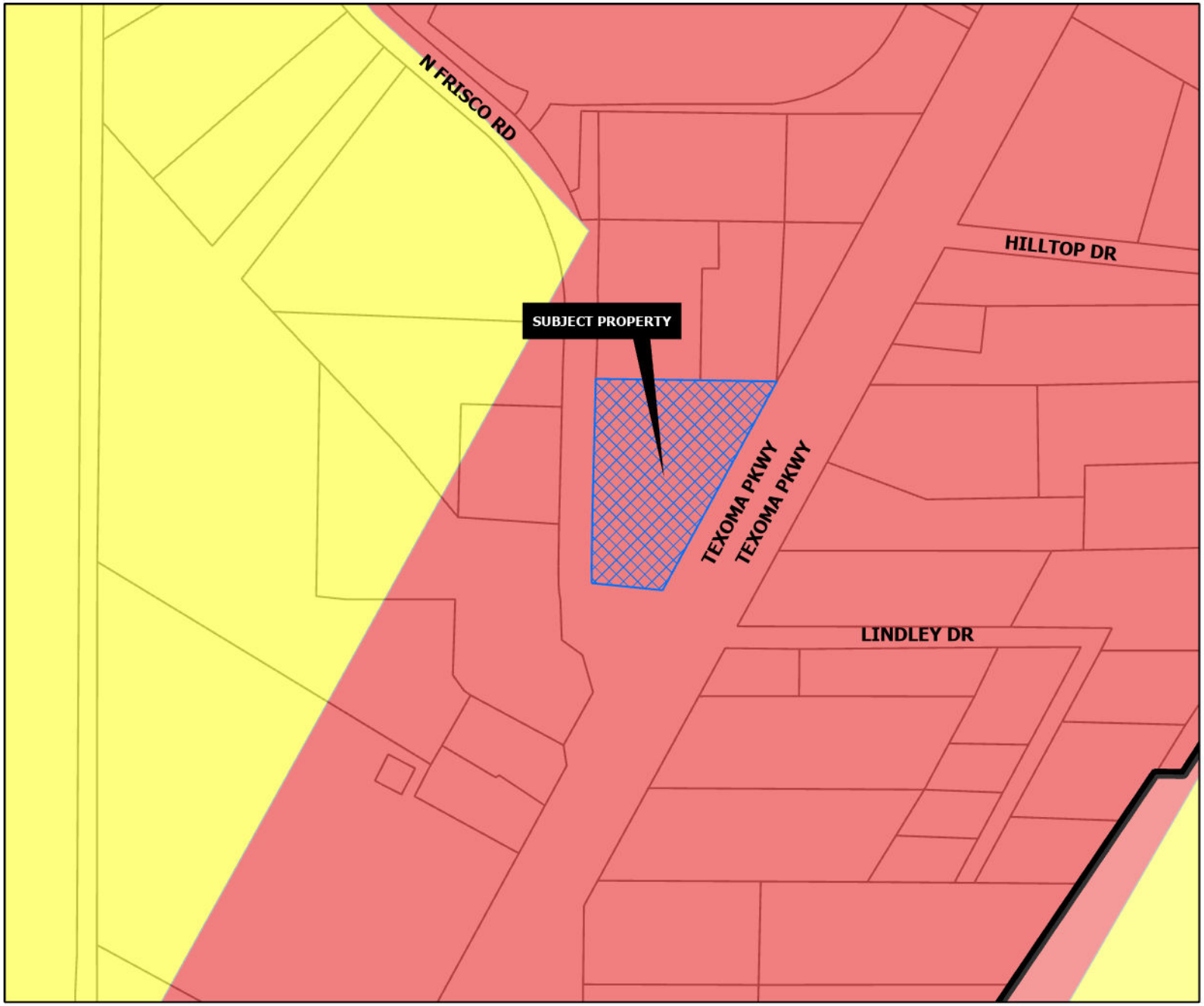
Date: 10/6/2023 10:01 AM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
4424 TEXOMA PKWY

N
W E
S

Date: 10/6/2023 10:01 AM


Mobil
Mobil Diesel
Sherman
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT #: 23-005634
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
10/03/2023 at 10:27 a.m.

Brister Design Group- BDG
TBAE Firm# BR2361

City of Sherman
Development Services Department
Main Number: (903)892-7229
Direct Line: (903)892-7392
planning@cityofsherman.com

Project Name:
4424 TEXOMA PARKWAY- TIRE SHOP

Project Address:
4424 TEXOMA PKWY
City of SHERMAN, TX 75090

Permit#--
#23-005634 - Specific Use Permit

September 27, 2023

Dear City of SHERMAN,

This narrative letter is in reference to the SPECIFIC USE PERMIT .

City Comments:

- The area used for the SUP request needs to be highlighted on the Survey.
- The size of the parking spaces must be shown on the site plan and must meet the minimum requirements (9x20) 14.04.003(d)

Responses attached:

1) Survey and aerial view is attached, and highlights the existing portion of the Gas station facility that is used by the Tire Shop. Existing area is indoor / outdoor area to the back side of the existing gas station. See attached survey, aerial view, and diagram with highlighted yellow location of existing tire shop area. (approx.. 2500 SF- updated)

2) Site plan is updated to note parking spaces shall be 9' x 20'. Owner to restripe to meet compliance as required, where existing parking is not 9’ x 20’. Existing parking and ADA accessible parking to remain, no further action.

Please let us know what further information may be required to have these revisions approved.

Thank you for your time and assistance.

Regards,
Stephanie Brister Warren, Principal
BDG- TBAE #BR2361- Firm of Record
sbrister@bristerdesign.com
210-274-0009



Photograph #2



Photograph #1



Photograph #4



Photograph #3

These photographs represent existing building conditions as captured during architect site visit.
New alterations/renovations/additions are illustrated in Isometric Views and Perspective View sheets.
Reference full construction documents set for reference on actual project details.

BDG
Brister Design Group
252 E Evergreen St Sherman, Tx 75090
Tel: (210) 274-0009
TBAE #BR2361
www.bristerdesign.com

STAMP:

Issued for Specific Use Permit

Texoma Tire Shop
Specific Use Permit
4424 Texoma Pkwy Sherman, Tx 75090

ISSUE: **Issued for Specific Use Permit**

THIS DRAWING AND THE IDEAS, CONCEPTS AND DESIGNS CONTAINED HEREIN ARE THE EXCLUSIVE INTELLECTUAL PROPERTY OF BRISTER DESIGN GROUP, AND ARE NOT TO BE USED OR REPRODUCED, WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF BRISTER DESIGN GROUP COPYRIGHT 2019 BRISTER DESIGN GROUP

DRAWING TITLE:

Existing Building Photographs

Project No. DATE:
BDG2023004008-15-2023

SHEET NUMBER
G007





BDG
Brister Design Group
252 E Evergreen St Sherman, Tx 75090
Tel: (210) 274-0009
TBAE #BR2361
www.bristerdesign.com

STAMP:

Issued for Specific Use Permit

Texoma Tire Shop
Specific Use Permit

4424 Texoma Pkwy Sherman, Tx 75090

ISSUE: **Issued for Specific Use Permit**

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DRAWING TITLE:

Exterior Elevations

Project No. DATE:

BDG2023004008-15-2023

SHEET NUMBER

A202

Marlow, Lauren

From: Planning
To: Mark Cohen
Subject: RE: 4424 Texoma Pkwy Texoma Tire Shop - Oct 17, 2023 agenda

---

From: Mark Cohen
Sent: Monday, October 9, 2023 10:46 AM
To: Planning
Subject: 4424 Texoma Pkwy Texoma Tire Shop - Oct 17, 2023 agenda

Our office has received the notice from Development Services regarding the change of use to allow auto body work and painting at the above referenced property. Even thought the location is currently a tire shop, I would caution the increase of auto services, which could drive desirability down as the market redevelops and becomes more true retail oriented.

The Midway Mall site is underway for retail and restaurants along with the former Tate Plaza, which has already seen significant improvements. The addition of a first-class Bobcat facility has also increased values in the immediate area.

The permission to operate a metal shed style low end auto service will lead to excess broken down autos parked and scattered across the lot, which could potentially drive values down on a area ready for a resurgence. While we cannot eliminate what exists (tire shop), I certainly would not encourage the growth or advancement of less than desirable users in the area.

We have seen our share of auto uses on other properties, and the users always promise to keep it clean and tidy. Unfortunately, it rarely ends up that way. The corner lends itself to better uses that will generate more revenue, improved customer traffic and synergy with the neighboring properties, and potential for a higher property value.

We recommend against the SUP.

Sincerely,
Texoma South Development Group
Mark Cohen

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

October 10, 2023 Sent via email

Douglass Distributing
325 E Forest Ave
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow an Automobile repair, body work, or painting in a C-2 (General Commercial) District located at 4424 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 17, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. The dumpster/trash enclosure shall be screened. The screening shall be constructed of masonry or similar durable material. *(Sec. 14.04.004(4)(c))*.
4. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
5. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
6. All damaged signs shall be repaired or removed within ninety (90) days of damage. *(Section 14.07.004(a)*
7. Wall Signs: Banners shall be securely fastened at all times flat against the structure. *(Section 14.07.013)*
8. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
9. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted. *(Article 8.08)*
10. No work shall be performed in the parking lot. All work must be performed inside the building.
11. The property must be properly maintained in a state of good repair and neat appearance.
12. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
13. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*

14. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
15. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

16. Platting of the property is required. Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
17. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 5.**

Meeting Date: 11/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6672

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow A Meeting Hall in a C-2 (General Commercial) District, Located at 4800 Texoma Parkway, Suite B012 Consisting of 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall, City of Sherman, Grayson County, Texas; Star Midway, LLC (Owner) and Marisa Nunes (Applicant); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit located at 4800 Texoma Parkway, Suite B012 to allow a Meeting hall in a C-2 (General Commercial) District.

Background:

The property is located at 4800 Texoma Parkway, Suite B012 between Fallon Drive and North Frisco Road and is zoned M-1 (Light Manufacturing) District and C-2 (General Commercial) District. The owner is requesting a Site Plan and Specific Use Permit for a meeting hall.

The following has been approved for this location:

- November 18, 2014 - Specific Use Permit to allow a commercial amusement center (golf simulator and batting cages with retail merchandise) in a C-2 (General Commercial) District and M-1 (Light Manufacturing) District.
- April 17, 2023 - Specific Use Permit to allow a School, Commercial or Trade in an M-1 (Light Manufacturing) District. Ordinance No. 6587.
- July 17, 2023 - Zone Change from an M-1 (Light Manufacturing) District and C-2 (General Commercial) District to a C-2 (General Commercial) District. Ordinance No. 6619.
- July 17, 2023 - Specific Use Permit to allow a Mini-Warehouse in a C-2 (General Commercial) District. Ordinance No. 6603.
- July 17, 2023 - Specific Use Permit to allow a Warehousing in a C-2 (General Commercial) District. Ordinance No. 6604.

Origination:

Star Midway, LLC (Owner)
Marisa Nunes (Applicant)

Financial Consideration:

None

Staff Recommendation:

At the October 17, 2023 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6672
Exhibit A - Survey
Exhibit B - Site Plan
Location Map
Zoning Map
Future Land Use Map
Narrative
Staff Review Letter

ORDINANCE NO. 6672

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A MEETING HALL IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, SUITE B012 CONSISTING OF 42.8134 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136, LOTS 1 AND 3, BLOCK 1, MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; STAR MIDWAY, LLC (OWNER) AND MARISA NUNES (APPLICANT) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 4800 Texoma Parkway, Suite B012, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit for a Meeting Hall, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. The property must be properly maintained in a state of good repair and neat appearance.
4. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
5. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
6. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (a)(1)(C))*
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the Staff Review Letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions: as applicable

9. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B – Site Plan.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof,

shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 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 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.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 6th day of November 2023.

ADOPTED on this the 6th day of November 2023.

EFFECTIVE DATE on this the 6th day of November 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

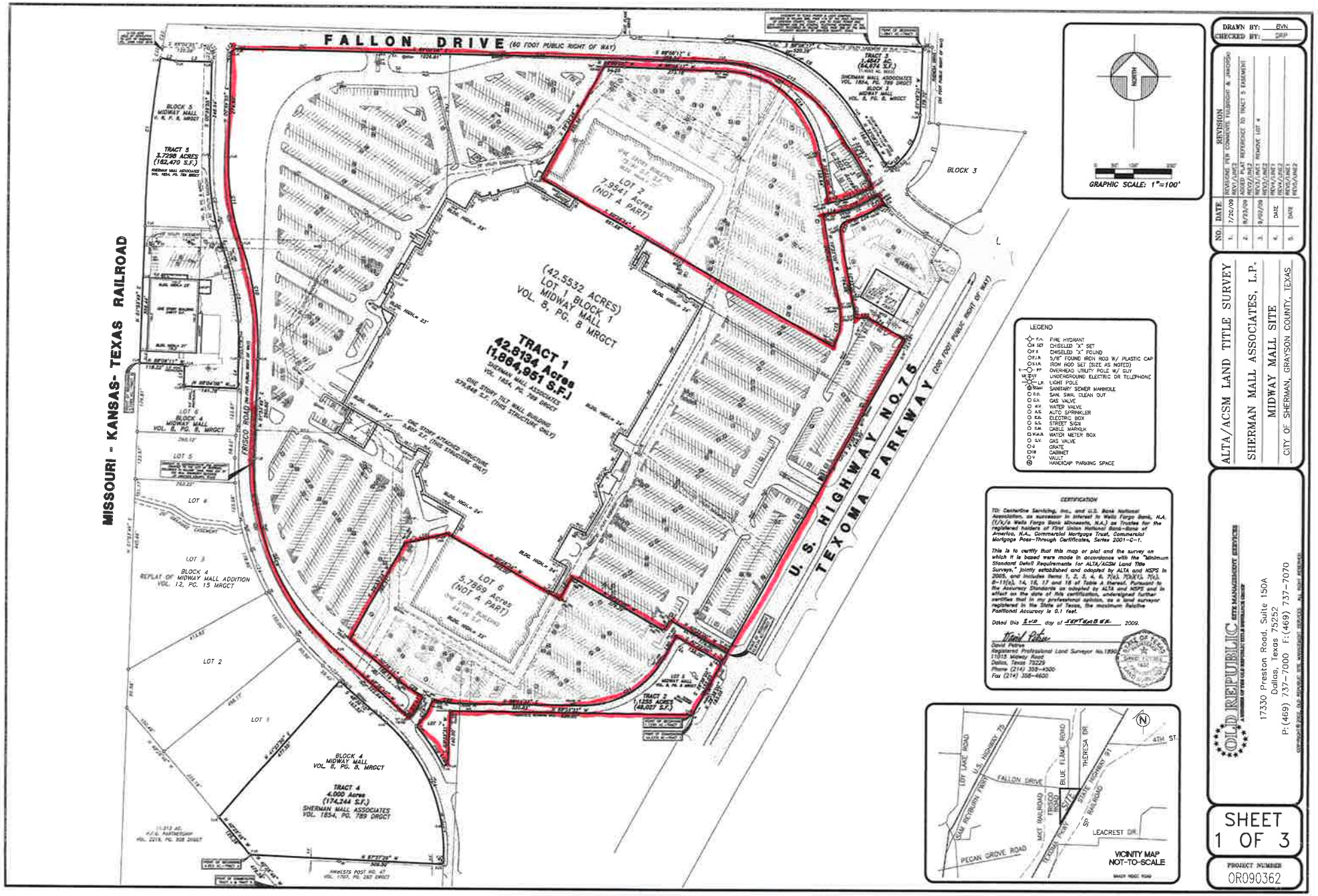
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



FALLON DRIVE (60 FOOT PUBLIC RIGHT OF WAY)
MISSOURI - KANSAS- TEXAS RAILROAD
U.S. HIGHWAY NO.75
TEXOMA PARKWAY (200 FOOT PUBLIC RIGHT OF WAY)
FRISCO ROAD
TRACT 1
42.8134 Acres
(1,864,951 S.F.)
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT
(42.5532 ACRES)
LOT 1 BLOCK 1
MIDWAY MALL
VOL. 8, PG. 8 MRGCT
LOT 2
7.9541 Acres
(NOT A PART)
LOT 6
5.7869 Acres
(NOT A PART)
TRACT 4
4.000 Acres
(174,244 S.F.)
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT
TRACT 5
3.7298 ACRES
(162,470 S.F.)
BLOCK 3
BLOCK 4
MIDWAY MALL
VOL. 8, PG. 8, MRGCT
BLOCK 4
REPLAT OF MIDWAY MALL ADDITION
VOL. 12, PG. 15 MRGCT
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
GRAPHIC SCALE: 1"=100'
NORTH
LEGEND
FIRE HYDRANT
CHISELED "X" SET
CHISELED "X" FOUND
5/8" FOUND IRON ROD W/ PLASTIC CAP
IRON ROD SET (SIZE AS NOTED)
OVERHEAD UTILITY POLE W/ GUY
UNDERGROUND ELECTRIC OR TELEPHONE
LIGHT POLE
SANITARY SEWER MANHOLE
SAN. SWR. CLEAN OUT
GAS VALVE
WATER VALVE
AUTO SPRINKLER
ELECTRIC BOX
STREET SIGN
CABLE MARKER
WATER METER BOX
GAS VALVE
GRATE
CABINET
VAULT
HANDICAP PARKING SPACE
CERTIFICATION
TO: Centerline Servicing, Inc., and U.S. Bank National Association, as successor in interest to Wells Fargo Bank, N.A. (f/k/a Wells Fargo Bank Minnesota, N.A.) as Trustee for the registered holders of First Union National Bank-Bank of America, N.A., Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2001-C-1.
This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8-11(a), 14, 16, 17 and 18 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Texas, the maximum Relative Positional Accuracy is 0.1 feet.
Dated this 2nd day of SEPTEMBER, 2009.
David Petree
Registered Professional Land Surveyor No.1890
11015 Midway Road
Dallas, Texas 75229
Phone (214) 358-4500
Fax (214) 358-4600
VICINITY MAP
NOT-TO-SCALE
LOT LAKE ROAD
U.S. HIGHWAY 75
SAM REYBURN FWY
FALLON DRIVE
BLUE FLAME ROAD
THERESA DR.
STATE HIGHWAY 91
4TH ST.
MKT RAILROAD
FRISCO ROAD
SP RAILROAD
LEACREST DR.
PECAN GROVE ROAD
DRAWN BY: BVN
CHECKED BY: DRP
REVISION
NO. DATE
1. 7/20/09 REVISIONS PER COMMENTS FULBRIGHT & JAWORSKI REV1/LINE2
2. 8/23/09 ADDED PLAT REFERENCE TO TRACT 5 EASEMENT REV2/LINE2
3. 9/02/09 REV3/LINE1 REMOVE LOT 4 REV3/LINE2
4. DATE REV4/LINE1 REV4/LINE2
5. DATE REV5/LINE1 REV5/LINE2
ALTA/ACSM LAND TITLE SURVEY
SHERMAN MALL ASSOCIATES, L.P.
MIDWAY MALL SITE
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
OLD REPUBLIC SITE MANAGEMENT SERVICES
17330 Preston Road, Suite 150A
Dallas, Texas 75252
P:(469) 737-7000 F:(469) 737-7070
SHEET
1 OF 3
PROJECT NUMBER
OR090362

LEGAL DESCRIPTION

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:

This is to certify that I have, this date, made a careful and accurate survey on the ground of property described as follows:

PARCEL 1

BEING 53.1534 acres of land situated in the John Hendrix Survey, Abstract Number 503, the W.F. Patterson Survey, Abstract Number 969, the Daniel Sharp Survey, Abstract Number 1097, and the T.J. Shannon Survey, Abstract Number 1136, City of Sherman, Grayson County, Texas, and being a portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, an addition to the City of Sherman, as recorded in Volume B, Page B, County Records, Grayson County, Texas said 53.1534 acres of land consisting of 5 tracts as described individually by metes and bounds as follows:

TRACT 1 (42.8134 ACRES)

BEING all that certain lot, tract or parcel of land situated in the John Hendrix Survey, Abstract Number 503, the W.F. Patterson Survey, Abstract Number 969, the Daniel Sharp Survey, Abstract Number 1097, and the T.J. Shannon Survey, Abstract Number 1136, all of Grayson County, Texas, and being all of Lots 1 and 3 of Block 1, Midway Mall, an addition to the City of Sherman, as recorded in Volume B, Page B, of the Map records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right-of-way line of U.S. Highway No. 75 (200 foot right of way), said point being the most Easterly Southeast corner of Lot 5 in Block 1 of said Midway Mall;

THENCE North 29° 38' 00" East and following along the Westerly right-of-way line of said U.S. Highway No. 75 for a distance of 183.05 feet to an "x" cut found in the top of a concrete curb for the Northeast corner of Lot 6 in Block 1, same being the Southeast corner of Lot 1, Block 1, said Midway Mall, for the POINT OF BEGINNING for this tract;

THENCE North 60° 22' 00" West and departing the Westerly right-of-way line of said U.S. Highway 75, and following the common line of said Lots 1 and 6, for a distance of 174.00 feet to a p.k. nail found in asphalt;

THENCE South 29° 38' 00" West and following the common line of said Lots 1 and 6, for a distance of 32.45 feet to a p.k. nail found in asphalt;

THENCE North 60° 22' 00" West and following the common line of said Lots 1 and 6, for a distance of 279.29 feet to a p.k. nail found in asphalt;

THENCE South 29° 33' 28" West and following the common line of said Lots 1 and 6, for a distance of 64.87 feet to a p.k. nail found in asphalt;

THENCE North 60° 26' 34" West and following the common line of said Lots 1 and 6, for a distance of 342.00 feet to an x-cut found on the top of a brick wall;

THENCE South 75° 55' 38" West and following the common line of said Lots 1 and 6, for a distance of 114.17 feet to a p.k. nail found in asphalt;

THENCE South 29° 33' 23" West and following the common line of said Lots 1 and 6, for a distance of 288.31 feet to a p.k. nail found in asphalt;

THENCE South 50° 36' 11" East and following the common line of said Lots 1 and 6, for a distance of 168.19 feet to a p.k. nail found in asphalt and the beginning of a curve to the left;

THENCE Southwesterly along said curve to the left, and following the common line of said Lots 1 and 6, through a central angle of 18° 31' 20" with a radius of 252.36 feet an arc length of 72.77 feet and a long chord bearing South 59° 51' 51" East at a distance of 72.52 feet to a p.k. nail found in asphalt, the end of said curve;

THENCE South 22° 52' 29" West and following the common line of said Lots 1 and 6, for a distance of 18.57 feet to a p.k. nail found in asphalt for the beginning of a curve to the right;

THENCE in a Southwesterly direction along said curve to the right, and following the common line of said Lots 1 and 6, through a central angle of 22° 45' 10" with a radius of 131.00 feet an arc length of 51.91 feet and a long chord bearing South 34° 13' 34" West at a distance of 51.57 feet to a x-cut found in the top of a concrete curb at the end of said curve, and being in the Easterly right-of-way line of Frisco Road, said point also being the beginning of a non-tangent curve to the left;

THENCE Northwesterly along the Easterly right of way line of said Frisco Road and along said non-tangent curve to the left, through a central angle of 04° 20' 01" with a radius of 500.00 feet an arc length of 37.82 feet and a long chord bearing North 46° 25' 14" West at a distance of 37.81 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at the end of said curve;

THENCE North 48° 36' 10" West for a distance of 222.94 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, for the beginning of a curve to the right;

THENCE Northwesterly along the Easterly right of way line of said Frisco Road and continuing along said curve to the right, through a central angle of 50° 30' 00" with a radius of 640.00 feet an arc length of 564.09 feet and a long chord bearing North 23° 21' 11" West at a distance of 545.01 feet to a 5/8" iron rod found at the end of said curve;

THENCE North 01° 53' 49" East and continuing along the Easterly right of way line of said Frisco Road for a distance of 260.80 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the left;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Road along said curve to the left, through a central angle of 20° 49' 05" with a radius of 841.56 feet an arc length of 305.78 feet and a long chord bearing North 08° 30' 43" West at a distance of 304.10 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve and the beginning of a reverse curve to the right;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Road with said reverse curve to the right, through a central angle of 19° 35' 11" with a radius of 660.80 feet an arc length of 225.74 feet and a long chord bearing North 08° 57' 41" West at a distance of 224.58 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North 00° 09' 55" East and continuing along the Easterly right of way line of said Frisco Road for a distance of 274.63 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at a cut back line for the intersection of said Frisco Road and Fallon Drive;

THENCE North 45° 59' 55" East and departing the Easterly right-of-way line of said Frisco Road along said cut-back line for Fallon Road for a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Southerly right-of-way line of said Fallon Drive;

THENCE South 89° 00' 05" East along the Southerly right-of-way line of said Fallon Drive for a distance of 1029.91 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE South 88° 08' 17" East and continuing along the Southerly right of way line of said Fallon Drive for a distance of 266.54 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southeasterly and continuing along the Southerly right of way line of said Fallon Drive along said curve to the right, through a central angle of 58° 00' 00" with a radius of 360.00 feet an arc length of 351.86 feet and a long chord bearing South 81° 08' 17" East at a distance of 338.02 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at the end of said curve;

THENCE South 32° 08' 17" East and continuing along the Southerly right of way line of said Fallon Drive for a distance of 175.32 (174.68) feet to an "x"-cut found in the concrete gutter for the beginning of a non-tangent curve to the right;

THENCE Southwesterly along said curve to the right and departing the Southerly right-of-way line of said Fallon Drive, through a central angle of 31° 23' 18" with a radius of 20.00 feet an arc length of 10.96 feet and a long chord bearing South 36° 41' 10" West at a distance of 10.82 feet to an x-cut found in concrete gutter, for the end of said curve and the beginning of a compound curve to the right;

THENCE Southwesterly along said compound curve to the right, through a central angle of 27° 15' 11" with a radius of 188.14 feet an arc length of 89.49 and a long chord bearing South 66° 00' 25" West at a distance of 88.65 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE South 79° 38' 00" West along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 25.64 feet to a p.k. nail found in asphalt;

THENCE North 10° 22' 00" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 136.64 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

THENCE Northwesterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall, through a central angle of 77° 46' 17" with a radius of 254.84 feet an arc length of 346.05 feet and a long chord bearing North 49° 15' 08" West at a distance of 320.09 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 86° 08' 17" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 273.18 feet to a p.k. nail found in asphalt;

THENCE North 89° 00' 05" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 54.05 feet to a p.k. nail found in asphalt;

THENCE South 29° 33' 26" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 335.56 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in an expansion joint between concrete slabs;

THENCE South 60° 26' 34" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 881.68 feet to a p.k. nail found in asphalt for the beginning of a non-tangent curve to the left;

THENCE Northeasterly along said non-tangent curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall through a central angle of 38° 03' 51" with a radius of 162.00 feet an arc length of 107.62 feet and a long chord bearing North 08° 39' 50" East at a distance of 105.66 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 10° 22' 00" West, and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 247.42 feet to a "x"-cut found on the top of a concrete curb;

THENCE North 79° 38' 00" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 43.64 feet to a "y"-cut found on the top of a concrete curb, and the beginning of a curve to the left;

THENCE Northeasterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall through a central angle of 28° 03' 02" with a radius of 218.14 feet an arc length of 106.82 feet and a long chord bearing North 66° 36' 29" East at a distance of 97.43 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North 51° 30' 36" East for a distance of 13.11 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, said point being in the Southerly right-of-way line of Fallon Drive, and also being the beginning of a non-tangent curve to the left;

THENCE Southeasterly along said non-tangent curve to the left and following along the Southerly right of way line of said Fallon Road through a central angle of 06° 56' 46" with a radius of 405.00 feet an arc length of 49.10 feet and a long chord bearing South 39° 50' 02" East at a distance of 49.07 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, at the end of said curve, also being the beginning of a non-tangent curve to the right, same being the common corner of aforementioned Lot 1 and Lot 4 of Block 1 of Midway Mall Addition, an addition to the City of Sherman, as recorded in Volume B, Page B, of the Map records of Grayson County, Texas

THENCE leaving Southerly right of way line of said Fallon Road, along the common line of said Lot 1 and Lot 4, through a central angle of 03° 44' 10" with a radius of 25.00 feet, an arc length of 27.81 feet and a long chord bearing North 75° 10' 31" West at a distance of 26.40 feet to a x-cut found at the top of a concrete curb at the end of said curve, also being the beginning of a non-tangent curve to the right;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 22° 14' 05" with a radius of 244.14 feet, an arc length of 94.74 feet and a long chord bearing South 64° 43' 00" West at a distance of 94.15 feet to a x-cut found at the top of a concrete curb at the end of said curve, also being the beginning of a non-tangent curve to the left;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 86° 18' 54" with a radius of 25.00 feet, an arc length of 37.66 feet and a long chord bearing South 32° 47' 25" West at a distance of 34.20 feet to a x-cut found at the top of a concrete curb, at the end of said curve;

THENCE South 10° 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 194.96 feet to a x-cut found at the top of a concrete curb for corner, also being the beginning of a non-tangent curve to the right,

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 10° 03' 39" with a radius of 198.00 feet, an arc length of 34.77 feet and a long chord bearing South 05° 20' 14" East at a distance of 34.72 feet to a x-cut found at the top of a concrete curb, at the end of said curve;

THENCE North 89° 41' 34" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 37.42 feet to a 5/8" iron rod set for corner;

THENCE South 60° 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 114.00 feet to a 5/8" iron rod set corner in the Westerly right-of-way line of the aforementioned U.S. Highway No. 75;

THENCE South 29° 38' 00" West, along said Westerly right-of-way line for a distance of 946.99 feet to the POINT OF BEGINNING AND CONTAINING 42.8134 ACRES OF LAND, more or less.

TRACT 2 (1.1255 ACRES)

BEING all that certain lot, tractor parcel of land situated in the John Hendrix Survey Abstract Number 503 and the W.F. Patterson Survey, Abstract Number 969, all of Grayson County, Texas, and being all of Lot 7, Block 1, Midway Mall, an addition to the City of Sherman as recorded in Volume B, Page B, said County Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right-of-way line of U.S. Highway No. 75, said point being the most Easterly Southeast corner of Midway Mall;

THENCE North 89° 23' 33" West for a distance of 639.05 feet to an "x"-cut found on the top of a concrete wall;

THENCE South 02° 22' 31" West for a distance of 140.00 feet to a 5/8" iron rod with plastic cap stamped "Carter &Burgess" found;

THENCE South 63° 30' 00" West for a distance of 13.90 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Easterly right-of-way line of Frisco Road, said point being the beginning of a non-tangent curve to the left;

THENCE Northwesterly along said non-tangent curve to the left, through a central angle of 14° 33' 31" with a radius of 500.00 feet an arc length of 127.05 feet and a long chord bearing North 33° 46' 32" West at a distance of 126.71 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve and the beginning of a non-tangent curve to the left;

THENCE Northeasterly along said non-tangent curve to the left through a central angle of 30° 14' 08", with a radius of 159.00 feet an arc length of 83.91 feet and a long chord bearing North 30° 46' 10" East at a distance of 82.94, feet to a p.k. nail found in asphalt for the end of said curve and the beginning of a non-tangent curve to the left;

THENCE Easterly along said non-tangent curve to the left through a central angle of 16° 11' 06" with a radius of 252.36 feet an arc length of 71.29 feet and a long chord bearing South 81° 18' 00" East at a distance of 71.05 feet to a p.k., nail found in asphalt, to the end of said curve;

THENCE South 89° 23' 33" East 320.83 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

THENCE, Northeasterly along said curve to the left, through a central angle of 60° 50' 23" with a radius of 250.00 feet an arc length of 265.46 feet and a long chord bearing North 60° 18' 55" East at a distance of 253.17 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 29° 38' 00" East 62.71 feet to a p.k. nail found in asphalt;

THENCE South 60° 22' 00" East for a distance of 138.00 feet to an "x"-cut found on the top of a concrete curb, said being in the Westerly right-of-way line of the aforementioned U.S. Highway No. 75;

THENCE South 29° 38' 00" West along said Westerly right-of-way line, for a distance of 156.05 feet to the POINT OF BEGINNING AND CONTAINING 1.1255 ACRES OF LAND, more or less.

TRACT 3 (1.4847 ACRES)

BEING all that certain lot, tract or parcel of land situated in the Daniel Sharp Survey, Abstract Number 1097, Grayson County, Texas, and being a portion of Block 2, Midway Mall, an addition to the City of Sherman, as recorded in Volume B, Page B, said County Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right-of-way line of Theresa Drive, said point being North 88° 08' 17" West at a distance of 25.00 feet from the most Northerly Northeast corner of said Midway Mall;

THENCE South 01° 49' 21" West along said Westerly right-of-way line of Theresa Drive for a distance of 178.70 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southwesterly along said curve to the right, and continuing along said Westerly right-of-way line of Theresa Drive, through a central angle of 31° 45' 38" (48° 29' 19" per deed) with a radius of 175.00 feet, an arc length of 158.09 feet (151.19 feet per deed) and a long chord bearing South 27° 42' 10" West (South 29° 34' 01" West per deed) at a distance of 152.77 feet (146.50 feet per deed) to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at a cut back line at the intersection of Frisco Road and Fallon Drive;

THENCE South 53° 34' 58" West and continuing along the Westerly right of way line of said Theresa Drive for a distance of 3.09 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for corner for cut-back line for Fallon Drive;

THENCE North 79° 35' 30" West along said cut back line for a distance of 13.54 feet (13.52 feet per deed) to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Northerly right-of-way line of Fallon Drive;

THENCE North 32° 08' 17" West along said Northerly right-of-way line for a distance of 156.50 feet (45.63 feet and North 31° 19' 37" West for a distance of 110.45 feet per deed) to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at the beginning of a non-tangent curve to the left;

THENCE Northwesterly along said non-tangent curve to the left, and along said Northerly right-of-way line, through a central angle of 24° 00' 00" with a radius of 422.75 feet an arc length of 413.20 feet and a long chord bearing North 60° 08' 17" West at a distance of 396.65 feet to a 5/8" rod with plastic cap stamped "Carter & Burgess found in the Northerly line of the aforementioned Midway Mall;

THENCE South 88° 08' 17" East along the Northerly line of said Midway Mall for a distance of 520.28 feet to the POINT OF BEGINNING AND CONTAINING 1.4847 ACRES OF LAND (1.4592 acres per deed) more or less.

TRACT 4 (4.000 ACRES)

BEING all that certain lot, tract or parcel of land situated in the W.R. Patterson Survey, Abstract Number 969, Grayson County, Texas and being a portion of Block 4, Midway Mall, an addition to the City of Sherman as recorded in Volume B, Page B, said County Records and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the most Southerly corner of said Midway Mall, said point also being the most Southerly corner of that certain tract of land, as described by deed to Amvets Post #47 as recorded in Volume 1707 at Page 292 of the Deed Records of Grayson County, Texas.

THENCE North 40° 25' 46" West along the Westerly line of said Amvets Tract, and the Westerly line of said Block 4 for a distance of 479.38 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the POINT OF BEGINNING for this description;

THENCE North 40° 25' 46" West and continuing along the Westerly line of said Block 4 for a distance of 125.26 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, and being the most Southerly corner of Lot 1 in Block 4 of the Replat of Midway Mall Addition, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 12 at Page 13 of the Map Records of Grayson County, Texas;

THENCE North 41° 23' 50" East and departing the Westerly line of said Block 4 and following along the Southeasterly line of said Lot 1 in Block 4 of the Replat of Midway Mall Addition for a distance of 477.85 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right-of-way line of Frisco Road;

THENCE South 48° 36' 10" East along said Westerly right-of-way line of Frisco Road for a distance of 163.52 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southeasterly along said curve to the right, and continuing along said Westerly right-of-way line of Frisco Road through a central angle of 50° 38' 41" with a radius of 490.00 feet an arc length of 400.38 feet and a long chord bearing South 23° 08' 49" East at a distance of 387.30 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE South 02° 22' 36" West and continuing along said Westerly right-of-way line of Frisco Road for a distance of 10.63 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, said point being in the Northerly line of the aforementioned Amvets Tract;

THENCE North 87° 37' 29" West along the Northerly line of said Amvets Tract and departing said Westerly right-of-way line for a distance of 509.50 feet to the POINT OF BEGINNING AND CONTAINING 4.000 ACRES OF LAND, more or less.

TRACT 5 (3.7298 ACRES)

BEING all that certain lot, tract or parcel of land situated in the W.F. Patterson Survey, Abstract Number 969 and the T.J. Shannon Survey, Abstract Number 1136, Grayson County, Texas, and being a portion of Block 4 and Block 5, Midway Mall, an addition to the City of Sherman as recorded in Volume B, Page B, County Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the most Southerly corner of Midway Mall, said point also being the most Southerly corner of that certain tract of land described by Deed to Amvets Post #47, and recorded in Volume 1707, Page 292, said County Records;

THENCE North 40° 25' 46" West and following along the Westerly line of said Amvets Tract, the Westerly line of Block 4, Midway Mall and the Westerly line of Sherman East Ltd. Tract, as recorded in Volume 1782 at Page 412 of the Deed Records of Grayson County, Texas for a distance of 989.09 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for a point in the Easterly right-of-way line of Missouri-Kansas-Texas Railroad (M-K-T Railroad);

THENCE North 01° 53' 49" East and following along the Westerly line of said Sherman East Ltd. Tract, also the Westerly line of said Block 4 and the Easterly right-of-way line of said M-K-T Railroad for a distance of 900.09 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the Northwest corner of said Sherman East Ltd. Tract and being the POINT OF BEGINNING for this description;

THENCE North 01° 53' 49" East and continuing along the Westerly right-of-way line of said M-K-T Railroad and the Westerly line of said Midway Mall, for a distance of 358.44 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Northerly along said curve to the right, and continuing along the Westerly line of said Midway Mall and the Easterly right-of-way line of said M-K-T Railroad, through a central angle of 09° 27' 02" with a radius of2875.73 feet an arc length of 441.34 feet and a long chord bearing North 04° 36' 10" East at a distance of 440.84 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found bearing North 28°12' 21" West at a distance of 2.42 feet from a 5/8" found iron rod;

THENCE South 79° 09' 43" East and departing the Easterly right-of-way line of said M-K-T Railroad for a distance of 41.35 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found bearing North 02° 13' 48" West at a distance of 3.34 feet from a brass monument found in concrete;

THENCE South 89° 00' 24" East for a distance of 93.85 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right-of-way line of said Frisco Road;

THENCE South 00° 59' 55" West along the Westerly right of way line of Frisco Road for a distance of 248.94 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the left;

THENCE Southerly along said curve to the left and continuing along the Westerly line of said Frisco Road through a central angle of 19° 35' 11" with a radius of 710.80 feet an arc length of 247.12 feet and a long chord bearing South 08° 57' 41" East at a distance of 245.88 feet to a p.k. nail found in asphalt for the end of said curve and the beginning of a reverse curve to the right;

THENCE Southerly along said reverse curve to the right and continuing along the Westerly right of way line of said Frisco Road through a central angle of 20° 49' 05" with a radius of 791.56 feet an arc length of 287.61 feet and a long chord bearing South 08° 30' 44" East for a distance of 286.03 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE South 01° 53' 49" West and continuing along the Westerly line of said Frisco Road for a distance of 78.29 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the Northwest corner of the aforementioned Sherman East Ltd. Tract;

THENCE North 88° 04' 08" West and departing the Westerly right-of-way line of said Frisco Road and following along the Northerly line of said Sherman East Ltd. Tract, for a distance of 141.78 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE North 01° 55' 52" East and continuing along the Northerly line of said Sherman tract for a distance of 56.21 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE North 88° 06' 11" West and continuing along the Northerly line of said Sherman tract for a distance of 118.22 feet to the POINT OF BEGINNING AND CONTAINING 3.7298 ACRES OF LAND, more or less

DRAWN BY: BVN
CHECKED BY: DRP

NO.	DATE	REVISION
1.	7/08/08	REVISED PER COMMENTS FOLLOWUP & ADDING EASEMENTS
2.	8/20/08	REVISED FOLLOWING TRACT # DESCRIPTION REVISIONS
3.	8/21/08	REVISED AMENDING MISC DESCRIPTIONS REVISIONS
4.	9/03/08	REVISIONS REMOVE LOT 4 REVISIONS
5.	DATE	REVISIONS REVISIONS

ALTA/ACSM LAND TITLE SURVEY

SHERMAN MALL ASSOCIATES, L.P.

MIDWAY MALL SITE

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OLD REPUBLIC SETH MANAGEMENT SERVICES
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP
17330 Preston Road, Suite 150A
Dallas, Texas 75252
P:(469) 737-7000 F:(469) 737-7070

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SHEET 2 OF 3

PROJECT NUMBER OR090362

NUMBER	DIRECTION	DISTANCE
L1	S 79°59'40" E	96.62'
L2	S 79°59'40" E	40.35'
L3	S 89°20'24" E	93.85'
L4	N 89°20'24" W	79.29'
L5	S 00°00'00" W	12.83'
L6	N 79°59'40" W	133.54'
L7	N 89°20'24" W	119.21'
L8	S 89°59'08" W	132.40'
L9	S 00°00'52" E	44.97'
L10	S 00°00'52" E	19.12'
L11	S 89°59'08" W	18.53'
L12	S 00°00'52" E	14.24'
L13	S 89°59'08" W	25.64'
L14	N 89°59'08" E	43.64'
L15	N 89°59'08" E	13.81'
L16	S 44°59'52" E	28.28'
L17	S 00°00'52" E	47.26'
L18	S 00°00'52" E	48.00'
L19	S 00°00'52" E	20.66'
L20	S 89°59'08" W	13.90'
L21	N 89°59'08" E	13.90'
L22	S 00°00'52" E	14.24'
L23	S 89°59'08" W	25.64'
L24	S 89°59'08" W	43.64'
L25	S 00°00'52" E	13.81'
L26	S 00°00'52" E	28.28'
L27	S 44°59'52" E	47.26'
L28	S 00°00'52" E	48.00'
L29	S 00°00'52" E	20.66'
L30	S 89°59'08" W	13.90'
L31	N 89°59'08" E	13.90'
L32	S 00°00'52" E	14.24'
L33	S 89°59'08" W	25.64'
L34	S 89°59'08" W	43.64'
L35	S 00°00'52" E	13.81'
L36	S 00°00'52" E	28.28'
L37	S 44°59'52" E	47.26'
L38	S 00°00'52" E	48.00'
L39	S 00°00'52" E	20.66'
L40	S 89°59'08" W	13.90'
L41	N 89°59'08" E	13.90'
L42	S 00°00'52" E	14.24'
L43	S 89°59'08" W	25.64'
L44	S 89°59'08" W	43.64'
L45	S 00°00'52" E	13.81'
L46	S 00°00'52" E	28.28'
L47	S 44°59'52" E	47.26'
L48	S 00°00'52" E	48.00'
L49	S 00°00'52" E	20.66'
L50	S 89°59'08" W	13.90'
L51	N 89°59'08" E	13.90'
L52	S 00°00'52" E	14.24'
L53	S 89°59'08" W	25.64'
L54	S 89°59'08" W	43.64'
L55	S 00°00'52" E	13.81'
L56	S 00°00'52" E	28.28'
L57	S 44°59'52" E	47.26'
L58	S 00°00'52" E	48.00'
L59	S 00°00'52" E	20.66'
L60	S 89°59'08" W	13.90'
L61	N 89°59'08" E	13.90'
L62	S 00°00'52" E	14.24'
L63	S 89°59'08" W	25.64'
L64	S 89°59'08" W	43.64'
L65	S 00°00'52" E	13.81'
L66	S 00°00'52" E	28.28'
L67	S 44°59'52" E	47.26'
L68	S 00°00'52" E	48.00'
L69	S 00°00'52" E	20.66'
L70	S 89°59'08" W	13.90'
L71	N 89°59'08" E	13.90'
L72	S 00°00'52" E	14.24'
L73	S 89°59'08" W	25.64'
L74	S 89°59'08" W	43.64'
L75	S 00°00'52" E	13.81'
L76	S 00°00'52" E	28.28'
L77	S 44°59'52" E	47.26'
L78	S 00°00'52" E	48.00'
L79	S 00°00'52" E	20.66'
L80	S 89°59'08" W	13.90'
L81	N 89°59'08" E	13.90'
L82	S 00°00'52" E	14.24'
L83	S 89°59'08" W	25.64'
L84	S 89°59'08" W	43.64'
L85	S 00°00'52" E	13.81'
L86	S 00°00'52" E	28.28'
L87	S 44°59'52" E	47.26'
L88	S 00°00'52" E	48.00'
L89	S 00°00'52" E	20.66'
L90	S 89°59'08" W	13.90'
L91	N 89°59'08" E	13.90'
L92	S 00°00'52" E	14.24'
L93	S 89°59'08" W	25.64'
L94	S 89°59'08" W	43.64'
L95	S 00°00'52" E	13.81'
L96	S 00°00'52" E	28.28'
L97	S 44°59'52" E	47.26'
L98	S 00°00'52" E	48.00'
L99	S 00°00'52" E	20.66'
L100	S 89°59'08" W	13.90'
L101	N 89°59'08" E	13.90'
L102	S 00°00'52" E	14.24'
L103	S 89°59'08" W	25.64'
L104	S 89°59'08" W	43.64'
L105	S 00°00'52" E	13.81'
L106	S 00°00'52" E	28.28'
L107	S 44°59'52" E	47.26'
L108	S 00°00'52" E	48.00'
L109	S 00°00'52" E	20.66'
L110	S 89°59'08" W	13.90'
L111	N 89°59'08" E	13.90'
L112	S 00°00'52" E	14.24'
L113	S 89°59'08" W	25.64'
L114	S 89°59'08" W	43.64'
L115	S 00°00'52" E	13.81'
L116	S 00°00'52" E	28.28'
L117	S 44°59'52" E	47.26'
L118	S 00°00'52" E	48.00'
L119	S 00°00'52" E	20.66'
L120	S 89°59'08" W	13.90'
L121	N 89°59'08" E	13.90'
L122	S 00°00'52" E	14.24'
L123	S 89°59'08" W	25.64'
L124	S 89°59'08" W	43.64'
L125	S 00°00'52" E	13.81'
L126	S 00°00'52" E	28.28'
L127	S 44°59'52" E	47.26'
L128	S 00°00'52" E	48.00'
L129	S 00°00'52" E	20.66'
L130	S 89°59'08" W	13.90'
L131	N 89°59'08" E	13.90'
L132	S 00°00'52" E	14.24'
L133	S 89°59'08" W	25.64'
L134	S 89°59'08" W	43.64'
L135	S 00°00'52" E	13.81'
L136	S 00°00'52" E	28.28'
L137	S 44°59'52" E	47.26'
L138	S 00°00'52" E	48.00'
L139	S 00°00'52" E	20.66'
L140	S 89°59'08" W	13.90'
L141	N 89°59'08" E	13.90'
L142	S 00°00'52" E	14.24'
L143	S 89°59'08" W	25.64'
L144	S 89°59'08" W	43.64'
L145	S 00°00'52" E	13.81'
L146	S 00°00'52" E	28.28'
L147	S 44°59'52" E	47.26'
L148	S 00°00'52" E	48.00'
L149	S 00°00'52" E	20.66'
L150	S 89°59'08" W	13.90'
L151	N 89°59'08" E	13.90'
L152	S 00°00'52" E	14.24'
L153	S 89°59'08" W	25.64'
L154	S 89°59'08" W	43.64'
L155	S 00°00'52" E	13.81'
L156	S 00°00'52" E	28.28'
L157	S 44°59'52" E	47.26'
L158	S 00°00'52" E	48.00'
L159	S 00°00'52" E	20.66'
L160	S 89°59'08" W	13.90'
L161	N 89°59'08" E	13.90'
L162	S 00°00'52" E	14.24'
L163	S 89°59'08" W	25.64'
L164	S 89°59'08" W	43.64'
L165	S 00°00'52" E	13.81'
L166	S 00°00'52" E	28.28'
L167	S 44°59'52" E	47.26'
L168	S 00°00'52" E	48.00'
L169	S 00°00'52" E	20.66'
L170	S 89°59'08" W	13.90'
L171	N 89°59'08" E	13.90'
L172	S 00°00'52" E	14.24'
L173	S 89°59'08" W	25.64'
L174	S 89°59'08" W	43.64'
L175	S 00°00'52" E	13.81'
L176	S 00°00'52" E	28.28'
L177	S 44°59'52" E	47.26'
L178	S 00°00'52" E	48.00'
L179	S 00°00'52" E	20.66'
L180	S 89°59'08" W	13.90'
L181	N 89°59'08" E	13.90'
L182	S 00°00'52" E	14.24'
L183	S 89°59'08" W	25.64'
L184	S 89°59'08" W	43.64'
L185	S 00°00'52" E	13.81'
L186	S 00°00'52" E	28.28'
L187	S 44°59'52" E	47.26'
L188	S 00°00'52" E	48.00'
L189	S 00°00'52" E	20.66'
L190	S 89°59'08" W	13.90'
L191	N 89°59'08" E	13.90'
L192	S 00°00'52" E	14.24'
L193	S 89°59'08" W	25.64'
L194	S 89°59'08" W	43.64'
L195	S 00°00'52" E	13.81'
L196	S 00°00'52" E	28.28'
L197	S 44°59'52" E	47.26'
L198	S 00°00'52" E	48.00'
L199	S 00°00'52" E	20.66'
L200	S 89°59'08" W	13.90'
L201	N 89°59'08" E	13.90'
L202	S 00°00'52" E	14.24'
L203	S 89°59'08" W	25.64'
L204	S 89°59'08" W	43.64'
L205	S 00°00'52" E	13.81'
L206	S 00°00'52" E	28.28'
L207	S 44°59'52" E	47.26'
L208	S 00°00'52" E	48.00'
L209	S 00°00'52" E	20.66'
L210	S 89°59'08" W	13.90'
L211	N 89°59'08" E	13.90'
L212	S 00°00'52" E	14.24'
L213	S 89°59'08" W	25.64'
L214	S 89°59'08" W	43.64'
L215	S 00°00'52" E	13.81'
L216	S 00°00'52" E	28.28'
L217	S 44°59'52" E	47.26'
L218	S 00°00'52" E	48.00'
L219	S 00°00'52" E	20.66'
L220	S 89°59'08" W	13.90'
L221	N 89°59'08" E	13.90'
L222	S 00°00'52" E	14.24'
L223	S 89°59'08" W	25.64'
L224	S 89°59'08" W	43.64'
L225	S 00°00'52" E	13.81'
L226	S 00°00'52" E	28.28'
L227	S 44°59'52" E	47.26'
L228	S 00°00'52" E	48.00'
L229	S 00°00'52" E	20.66'
L230	S 89°59'08" W	13.90'
L231	N 89°59'08" E	13.90'
L232	S 00°00'52" E	14.24'
L233	S 89°59'08" W	25.64'
L234	S 89°59'08" W	43.64'
L235	S 00°00'52" E	13.81'
L236	S 00°00'52" E	28.28'
L237	S 44°59'52" E	47.26'
L238	S 00°00'52" E	48.00'
L239	S 00°00'52" E	20.66'
L240	S 89°59'08" W	13.90'
L241	N 89°59'08" E	13.90'
L242	S 00°00'52" E	14.24'
L243	S 89°59'08" W	25.64'
L244	S 89°59'08" W	43.64'
L245	S 00°00'52" E	13.81'
L246	S 00°00'52" E	28.28'
L247	S 44°59'52" E	47.26'
L248	S 00°00'52" E	48.00'
L249	S 00°00'52" E	20.66'
L250	S 89°59'08" W	13.90'
L251	N 89°59'08" E	13.90'
L252	S 00°00'52" E	14.24'
L253	S 89°59'08" W	25.64'
L254	S 89°59'08" W	43.64'
L255	S 00°00'52" E	13.81'
L256	S 00°00'52" E	28.28'
L257	S 44°59'52" E	47.26'
L258	S 00°00'52" E	48.00'
L259	S 00°00'52" E	20.66'
L260	S 89°59'08" W	13.90'
L261	N 89°59'08" E	13.90'
L262	S 00°00'52" E	14.24'
L263	S 89°59'08" W	25.64'
L264	S 89°59'08" W	43.64'
L265	S 00°00'52" E	13.81'
L266	S 00°00'52" E	28.28'
L267	S 44°59'52" E	47.26'
L268	S 00°00'52" E	48.00'
L269	S 00°00'52" E	20.66'
L270	S 89°59'08" W	13.90'
L271	N 89°59'08" E	13.90'
L272	S 00°00'52" E	14.24'
L273	S 89°59'08" W	25.64'
L274	S 89°59'08" W	43.64'
L275	S 00°00'52" E	13.81'
L276	S 00°00'52" E	28.28'
L277	S 44°59'52" E	47.26'
L278	S 00°00'52" E	48.00'
L279	S 00°00'52" E	20.66'
L280	S 89°59'08" W	13.90'
L281	N 89°59'08" E	13.90'
L282	S 00°00'52" E	14.24'
L283	S 89°59'08" W	25.64'
L284	S 89°59'08" W	43.64'
L285	S 00°00'52" E	13.81'
L286	S 00°00'52" E	28.28'
L287	S 44°59'52" E	47.26'
L288	S 00°00'52" E	48.00'
L289	S 00°00'52" E	20.66'
L290	S 89°59'08" W	13.90'
L291	N 89°59'08" E	13.90'
L292	S 00°00'52" E	14.24'
L293	S 89°59'08" W	25.64'
L294	S 89°59'08" W	43.64'
L295	S 00°00'52" E	13.81'
L296	S 00°00'52" E	28.28'
L297	S 44°59'52" E	47.26'
L298	S 00°00'52" E	48.00'
L299	S 00°00'52" E	20.66'
L300	S 89°59'08" W	13.90'
L301	N 89°59'08" E	13.90'
L302	S 00°00'52" E	14.24'
L303	S 89°59'08" W	25.64'
L304	S 89°59'08" W	43.64'
L305	S 00°00'52" E	13.81'
L306	S 00°00'52" E	28.28'
L307	S 44°59'52" E	47.26'
L308	S 00°00'52" E	48.00'
L309	S 00°00'52" E	20.66'
L310	S 89°59'08" W	13.90'
L311	N 89°59'08" E	13.90'
L312	S 00°00'52" E	14.24'
L313	S 89°59'08" W	25.64'
L314	S 89°59'08" W	43.64'
L315	S 00°00'52" E	13.81'
L316	S 00°00'52" E	28.28'
L317	S 44°59'52" E	47.26'
L318	S 00°00'52" E	48.00'
L319	S 00°00'52" E	20.66'
L320	S 89°59'08" W	13.90'
L321	N 89°59'08" E	13.90'
L322	S 00°00'52" E	14.24'
L323	S 89°59'08" W	25.64'
L324	S 89°59'08" W	43.64'
L325	S 00°00'52" E	13.81'
L326	S 00°00'52" E	28.28'
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L328	S 00°00'52" E	48.00'
L329	S 00°00'52" E	20.66'
L330	S 89°59'08" W	13.90'
L331	N 89°59'08" E	13.90'
L332	S 00°00'52" E	14.24'
L333	S 89°59'08" W	25.64'
L334	S 89°59'08" W	43.64'
L335	S 00°00'52" E	13.81'
L336	S 00°00'52" E	28.28'
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L338	S 00°00'52" E	48.00'
L339	S 00°00'52" E	20.66'
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L341	N 89°59'08" E	13.90'
L342	S 00°00'52" E	14.24'
L343	S 89°59'08" W	25.64'
L344	S 89°59'08" W	43.64'
L345	S 00°00'52" E	13.81'
L346	S 00°00'52" E	28.28'
L347	S 44°59'52" E	47.26'
L348	S 00°00'52" E	48.00'
L349	S 00°00'52" E	20.66'
L350	S 89°59'08" W	13.90'
L351	N 89°59'08" E	13.90'
L352	S 00°00'52" E	14.24'
L353	S 89°59'08" W	25.64'
L354	S 89°59'08" W	43.64'
L355	S 00°00'52" E	13.81'
L356	S 00°00'52" E	28.28'
L357	S 44°59'52" E	47.26'
L358	S 00°00'52" E	48.00'
L359	S 00°00'52" E	20.66'
L360	S 89°59'08" W	13.90'
L361	N 89°59'08" E	13.90'
L362	S 00°00'52" E	14.24'
L363	S 89°59'08" W	25.64'
L364	S 89°59'08" W	43.64'
L365	S 00°00'52" E	13.81'
L366	S 00°00'52" E	28.28'
L367	S 44°59'52" E	47.26'
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L369	S 00°00'52" E	20.66'
L370	S 89°59'08" W	13.90'
L371	N 89°59'08" E	13.90'
L372	S 00°00'52" E	14.24'
L373	S 89°59'08" W	25.64'
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L377	S 44°59'52" E	47.26'
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L381	N 89°59'08" E	13.90'
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L385	S 00°00'52" E	13.81'
L386	S 00°00'52" E	28.28'
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L389	S 00°00'52" E	20.66'
L390	S 89°59'08" W	13.90'
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L392	S 00°00'52" E	14.24'
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L401	N 89°59'08" E	13.90'
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L405	S 00°00'52" E	13.81'
L406	S 00°00'52" E	28.28'
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L408	S 00°00'52" E	48.00'
L409	S 00°00'52" E	20.66'
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L411	N 89°59'08" E	13.90'
L412	S 00°00'52" E	14.24'
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L420	S 89°59'08" W	13.90'
L421	N 89°59'08" E	13.90'
L422	S 00°00'52" E	14.24'
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L431	N 89°59'08" E	13.90'
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L436	S 00°00'52" E	28.28'
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L449	S 00°00'52" E	20.66'
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L451	N 89°59'08" E	13.90'
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L454	S 89°59'08" W	43.64'
L455	S 00°00'52" E	13.81'
L456	S 00°00'52" E	28.28'
L457	S 44°59'52" E	47.26'
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L468	S 00°00'52" E	48.00'
L469	S 00°00'52" E	20.66'
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L479	S 00°00'52" E	20.66'
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L481	N 89°59'08" E	13.90'
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L485	S 00°00'52" E	13.81'
L486	S 00°00'52" E	28.28'
L487	S 44°59'52" E	47.26'
L488	S 00°00'52" E	48.00'
L489	S 00°00'52" E	20.66'
L490	S 89°59'08" W	13.90'
L491	N 89°59'08" E	13.90'
L492	S 00°00'52" E	14.24'
L493	S 89°59'08" W	25.64'
L494	S 89°59'08" W	43.64'
L495	S 00°00'52" E	13.81'
L496	S 00°00'52" E	28.28'
L497	S 44°59'52" E	47.26'
L498	S 00°00'52" E	48.00'
L499	S 00°00'52" E	20.66'
L500	S 89°59'08" W	13.90'
L501	N 89°59'08" E	13.90'
L502	S 00°00'52" E	14.24'
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L510	S 89°59'08" W	13.90'
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L519	S 00°00'52" E	20.66'
L520	S 89°59'08" W	13.90'
L521	N 89°59'08" E	13.90'
L522	S 00°00'52" E	14.24'
L523	S 89°59'08" W	25.64'
L524	S 89°59'08" W	43.64'
L525	S 00°00'52" E	13.81'
L526	S 00°00'52" E	28.28'
L527	S 44°59'52" E	47.26'
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L529	S 00°00'52" E	20.66'
L530	S 89°59'08" W	13.90'
L531	N 89°59'08" E	13.90'
L532	S 00°00'52" E	14.24'
L533	S 89°59'08" W	25.64'
L534	S 89°59'08" W	43.64'
L535	S 00°00'52" E	13.81'
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L538	S 00°00'52" E	48.00'
L539	S 00°00'52" E	20.66'
L540	S 89°59'08" W	13.90'
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L542	S 00°00'52" E	14.24'
L543	S 89°59'08" W	25.64'
L544	S 89°59'08" W	43.64'
L545	S 00°00'52" E	13.81'
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L554	S 89°59'08" W	43.64'
L555	S 00°00'52" E	13.81'
L556	S 00°00'52" E	28.28'
L557	S 44°59'52" E	47.26'
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L559	S 00°00'52" E	20.66'
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L561	N 89°59'08" E	13.90'
L562	S 00°00'52" E	14.24'
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L564	S 89°59'08" W	43.64'
L565	S 00°00'52" E	13.81'
L566	S 00°00'52" E	28.28'
L567	S 44°59'52" E	47.26'
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L569	S 00°00'52" E	20.66'
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L571	N 89°59'08" E	13.90'
L572	S 00°00'52" E	14.24'
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L574	S 89°59'08" W	43.64'
L575	S 00°00'52" E	13.81'
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L577	S 44°59'52" E	47.26'
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L579	S 00°00'52" E	20.66'
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L581	N 89°59'08" E	13.90'
L582	S 00°00'52" E	14.24'
L583	S 89°59'08" W	25.64'
L584	S 89°59'08" W	43.64'
L585	S 00°00'52" E	13.81'
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L610	S 89°59'08" W	13.90'
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L617	S 44°59'52" E	47.26'
L618	S 00°00'52" E	48.00'
L619	S 00°00'52" E	20.66'
L620	S 89°59'08" W	13.90'
L621	N 89°59'08" E	13.90'
L622	S 00°00'52" E	14.24'
L623	S 89°59'08" W	25.64'
L624	S 89°59'08" W	43.64'
L625	S 00°00'52" E	13.81'
L626	S 00°00'52" E	28.28'
L627	S 44°59'52" E	47.26'
L628	S 00°00'52" E	48.00'
L629	S 00°00'52" E	20.66'
L630	S 89°59'08" W	13.90'
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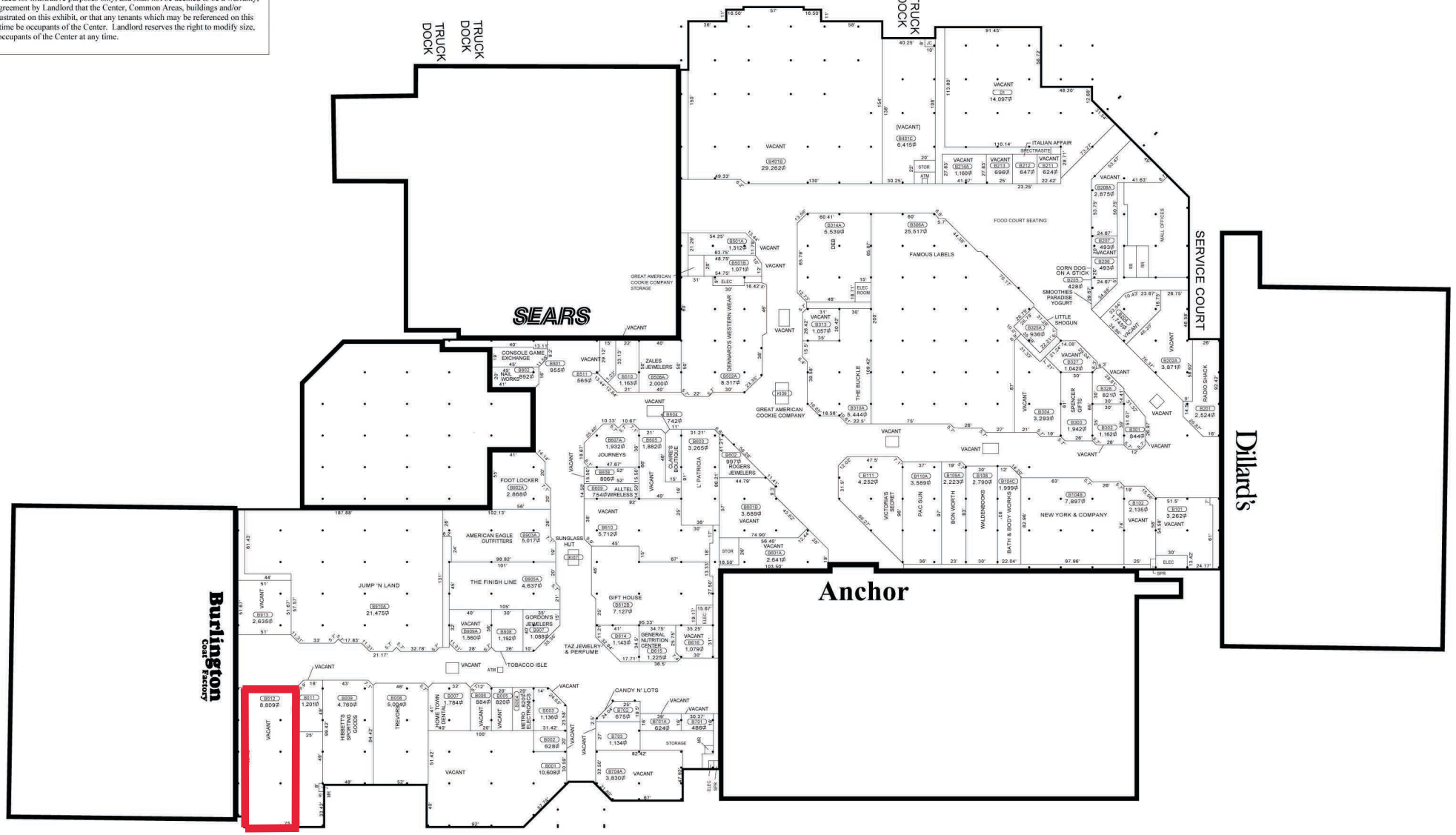
L715	S 00°00'52" E	13.81'
L716	S 00°00'52" E	28.28'
L717	S 44°59'52" E	47.26'
L718	S 00°00'52" E	48.00'
L719	S 00°00'52" E	20.66'
L720	S 89°59'08" W	13.90'
L721	N 89°59'08" E	13.90'
L722	S 00°00'52" E	14.24'
L723	S 89°59'08" W	25.64'
L724	S 89°59'08" W	43.64'
L725	S 00°00'52" E	13.81'
L726	S 00

This exhibit is provided for illustrative purposes only, and shall not be deemed to be a warranty, representation or agreement by Landlord that the Center, Common Areas, buildings and/or stores will be as illustrated on this exhibit, or that any tenants which may be referenced on this exhibit will at any time be occupants of the Center. Landlord reserves the right to modify size, configuration and occupants of the Center at any time.

EXHIBIT B



Suite B012
6468 SF

LEGEND:
[TENANT NAME]- Under Construction
#TENANT NAME#- NFR Unit

Center Plan

0 50 100

PROJECT DATA

SEARS	73,878
JUNIOR ANCHOR	30,462
ANCHOR	85,329
DILLARD'S	72,800
BURLINGTON COAT FACTORY	62,250
TOTAL DEPARTMENT STORE GLA	324,719
TOTAL SMALL SHOPS GLA	274,018
TOTAL GLA	598,737

Midway Mall
4800 N. Texoma Parkway
Sherman, TX 75090
CORP # 3854



dlagrone H:\PLANNING\Public Notification KT.aprx

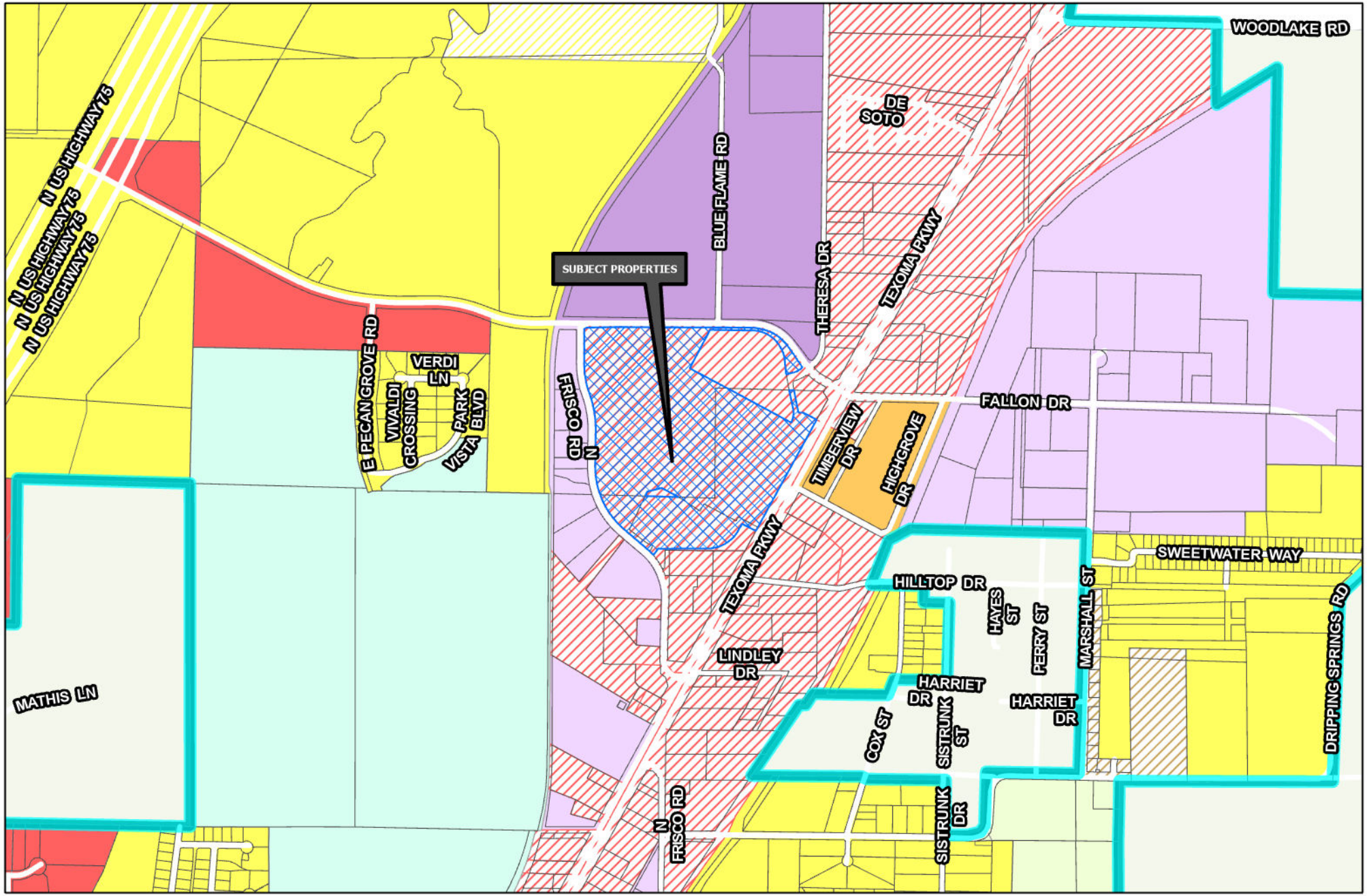
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4800 TEXOMA PKWY

N
W E
S

Date: 10/6/2023 10:18 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

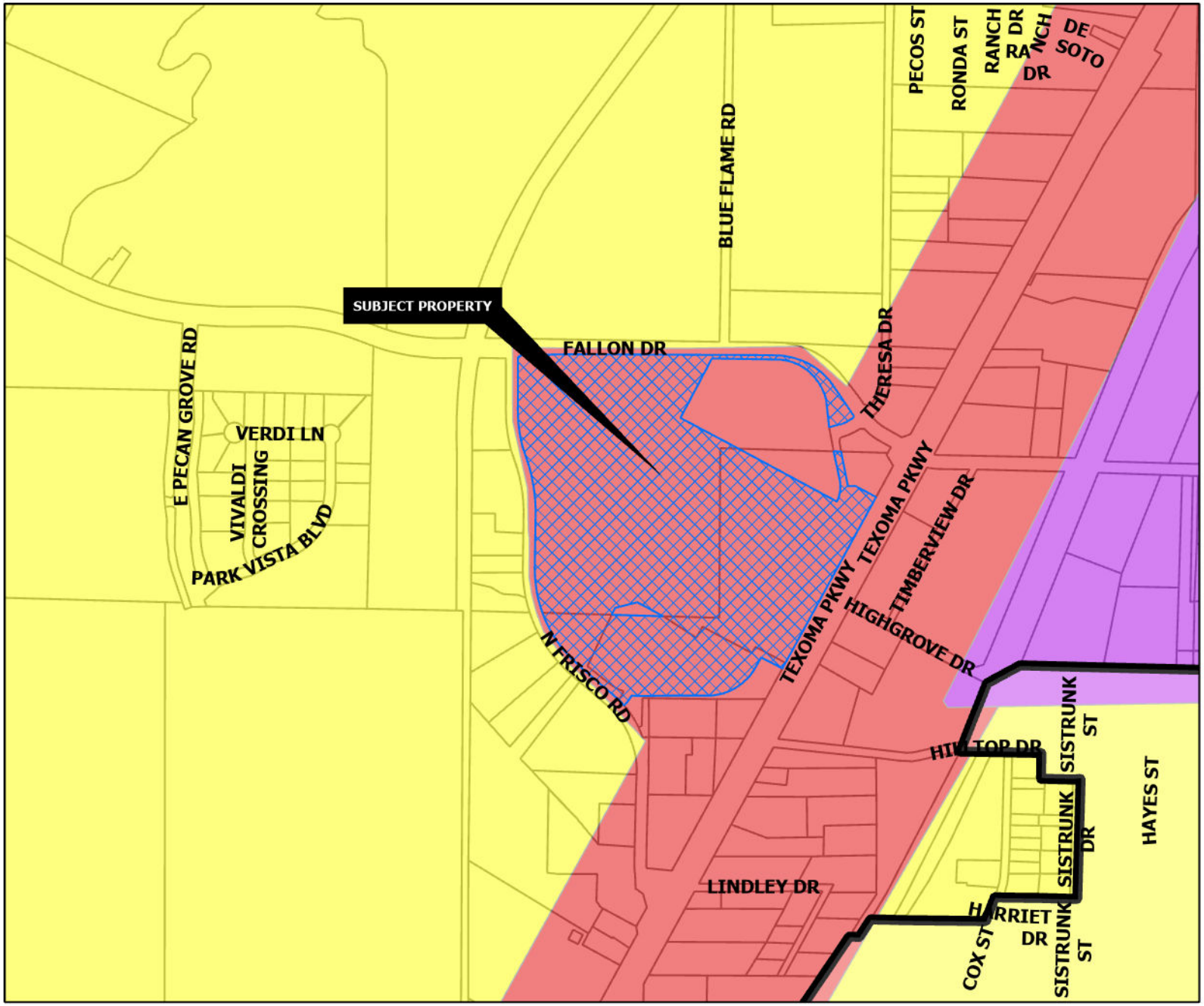
Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN ZONING MAP 4800 TEXOMA PKWY

N
W E
S

Date: 10/6/2023 10:18 AM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
4800 TEXOMA PKWY

N
W E
S

Date: 10/6/2023 10:18 AM

Mariza Nuñez
TRINY'S Event Center
4800 N. Texoma Pkwy
Suite BO12
Sherman, TX 75090

September 5, 2023

City of Sherman
Permits/Development Services
PO Box 1106
Sherman, TX 75090

To Whom it May Concern:

My name is Mariza Nuñez and I am the current business tenant of 4800 N. Texoma Pkwy, Suite BO12, in Sherman, TX. I am writing this letter, as requested, to state my intentions with my business rental so that I may obtain the required permit.

The rental unit that I am occupying for business purposes is an event hall or event room, and I am renting it out solely for this purpose. I plan to rent it out for events such as, but not limited to, family parties and gatherings, childrens' parties, birthday parties and events such as quinceaneras, weddings and receptions, baptism celebrations, etc.

My business solely consists of renting out this space for rental and occupancy usage for these events. I will not be preparing or cooking food nor selling alcohol at this event hall. Those who occupy the event hall will be bringing and providing their own prepared foods.

In conclusion, the event hall that I am renting will only be used for occupancy for events and parties and I will not be preparing or cooking food at the event hall and I will also not be selling alcohol. Please take this information into consideration so that I may be authorized to obtain the required permit to carry out my business operations.

Sincerely,

Mariza Nuñez
TRINY'S Event Center

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

October 10, 2023 Sent via email

Marisa Nunes
1411 Hillcrest Dr
Sherman, TX 75092

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Meeting Hall in a C-2 (General Commercial) District located at 4800 Texoma Parkway, Suite B012 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 17, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. The property must be properly maintained in a state of good repair and neat appearance.
4. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
5. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
6. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (a)(1)(C))*
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the Staff Review Letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 6.**

Meeting Date: 11/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6673

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 44.537 acres in the S.C. Inman Survey, Abstract 621 and the T. Shannon Survey, Abstract No. 1136, City of Sherman, Grayson County, Texas, Located in the 2700 Block Blue Flame Road and 5100 Block Fallon Drive, Heretofore Zoned an M-2 (Heavy Manufacturing) District; Rezoning and Placing the Tract in the MF-30 (Multi Family Residential) District Classification, Pilot Point Land Partners, LLC (Owner), Nathan Parrott, Pape-Dawson Engineers (Representative) and Pape-Dawson Engineers (Engineer/Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 44.537 acres of land located in the 2700 Block Blue Flame Road and 5100 Block Fallon Drive, Tract 2 from an M-2 (Heavy Manufacturing) District to MF-30 (Multi Family Residential) District.

Background:

The property is located at 2700 Block Blue Flame Road and 5100 Block Fallon Drive at the corner of Fallon Drive and Blue Flame Road. The owner is requesting a Conceptual Site Plan and Zone Change for Tract 2.

Origination:

Pilot Point Land Partners, LLC (Owner)
Nathan Parrott, Pape-Dawson Engineers (Representative)
Pape-Dawson Engineers (Engineer/Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 17, 2023 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends to approve.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6673
Exhibit A - Survey
Location Map
Zoning Map
Future Land Use Map
Property Notification Sign
Conceptual Site Plan
Narrative
STAFF REVIEW LETTER

ORDINANCE NO. 6673

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, TRACT 2, CONSISTING OF 44.537 ACRES IN THE S.C. INMAN SURVEY, ABSTRACT 621 AND THE T. SHANNON SURVEY, ABSTRACT NO. 1136, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2700 BLOCK BLUE FLAME ROAD AND 5100 BLOCK FALLON DRIVE, HERETOFORE ZONED AN M-2 (HEAVY MANUFACTURING) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, PILOT POINT LAND PARTNERS, LLC (OWNER), NATHAN PARROTT, PAPE-DAWSON ENGINEERS (REPRESENTATIVE) AND PAPE-DAWSON ENGINEERS (ENGINEER/SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey**, attached hereto, located in the 2700 Block Blue Flame Road and 5100 Block Fallon Drive, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the MF-30 (Multi Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. 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 7. 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.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 6th day of November 2023.

ADOPTED on this the 6th day of November 2023.

EFFECTIVE DATE on this the 6th day of November 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A - SURVEY FIELD NOTES

PAPE-DAWSON ENGINEERS

LEGAL DESCRIPTION
TRACT ONE 42.205 ACRES

BEING A TRACT OF LAND, SITUATED IN S.C. INMAN SURVEY, ABSTRACT NO. 621, AND THE T. SHANNON SURVEY, ABSTRACT NO. 1136 SURVEY, GRAYSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 125 ACRE TRACT OF LAND DESCRIBED IN DEED TO PILOT POINT LAND PARTNERS, LLC, RECORDED IN INSTRUMENT NUMBER 2023-6266 OFFICIAL PUBIC RECORDS, GRAYSON COUNTY, TEXAS (O.P.R.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PILOT POINT LAND PARTNERS TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 44.313 ACRE TRACT OF LAND DESCRIBED IN DEED TO SHERMAN 60 ACRES, LLC, RECORDED IN INSTRUMENT NUMBER 2022-38319, O.P.R.G.C.T.;

THENCE N 01°20'06" E, A DISTANCE OF 1139.14 FEET TO THE APPOXIMATE CENTERLINE OF A CREEK;

THENCE: NORTHERLY, ALONG THE APPOXIMATE CENTERLINE OF A CREEK, THE FOLLOWING COURSES AND DISTANCES:

N 49°36'36" W, A DISTANCE OF 9.14 FEET;

N 25°13'58" W, A DISTANCE OF 22.93 FEET;

N 41°27'30" E, A DISTANCE OF 13.85 FEET;

N 39°17'14" W, A DISTANCE OF 55.82 FEET;

N 88°33'38" W, A DISTANCE OF 32.12 FEET;

N 14°08'25" W, A DISTANCE OF 41.01 FEET;

N 84°07'18" W, A DISTANCE OF 31.69 FEET;

N 09°34'25" E, A DISTANCE OF 36.03 FEET;

N 79°17'45" W, A DISTANCE OF 34.09 FEET;

N 22°30'06" E, A DISTANCE OF 44.03 FEET;

N 49°58'20" W, A DISTANCE OF 14.57 FEET;

S 47°37'36" W, A DISTANCE OF 16.74 FEET;

N 48°07'54" W, A DISTANCE OF 41.00 FEET;

N 00°40'26" W, A DISTANCE OF 29.91 FEET;

N 85°56'12" W, A DISTANCE OF 80.31 FEET;

N 24°07'53" W, A DISTANCE OF 50.23 FEET;

N 81°04'48" W, A DISTANCE OF 44.76 FEET;

N 60°33'28" W, A DISTANCE OF 86.91 FEET;

N 13°07'50" W, A DISTANCE OF 55.68 FEET;

N 50°07'17" E, A DISTANCE OF 43.93 FEET;

N 19°32'49" W, A DISTANCE OF 25.40 FEET;

N 33°41'29" W, A DISTANCE OF 85.90 FEET;

S 60°39'42" W, A DISTANCE OF 21.01 FEET;

N 12°13'31" W, A DISTANCE OF 33.52 FEET;

N 24°56'54" W, A DISTANCE OF 27.81 FEET;

N 47°59'05" W, A DISTANCE OF 30.25 FEET;

N 13°46'30" E, A DISTANCE OF 54.11 FEET;

N 37°20'48" W, A DISTANCE OF 61.03 FEET;

N 06°00'16" E, A DISTANCE OF 104.88 FEET;

N 31°41'28" E, A DISTANCE OF 73.09 FEET;

N 50°39'16" E, A DISTANCE OF 78.06 FEET;

N 05°58'16" E, A DISTANCE OF 35.07 FEET;

N 22°31'15" E, A DISTANCE OF 55.86 FEET;

S 79°37'22" E, A DISTANCE OF 66.30 FEET;

S 48°40'51" E, A DISTANCE OF 99.24 FEET;

S 08°17'34" E, A DISTANCE OF 145.65 FEET TO THE NORTH LINE OF SAID PILOT POINT LAND PARTNERS TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 67.42 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN DEED TO ORL II, LLC, RECORDED IN INSTRUMENT NUMBER 2022-512, O.P.R.G.C.T.;

THENCE S 89°17'11" E, ALONG THE NORTH LINE OF SAID PILOT POINT LAND PARTNERS TRACT, A DISTANCE OF 1711.20 FEET TO THE APPROXIMATE CENTERLINE OF A CREEK AND BEING THE NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED HEREIN;

THENCE SOUTHWESTERLY ALONG THE APPROXIMATE CENTERLINE OF A CREEK TO THE SOUTH LINE OF SAID PILOT POINT LAND PARTNERS TRACT AND BEING THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED HEREIN;

THENCE ALONG THE SOUTH LINE OF SAID PILOT POINT LAND PARTNERS TRACT, THE FOLLOWING COURSES AND DISTANCES:

N 83°33'05" WA DISTANCE OF 4.36 FEET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 934.38 FEET, A CENTRAL ANGLE OF 07°31'11", A CHORD BEARING AND DISTANCE OF N 84°13'47" W, 122.54 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 122.63 FEET

N 84°41'35" WA DISTANCE OF 61.79 FEET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 942.35 FEET, A CENTRAL

ANGLE OF 07°31'16", A CHORD BEARING AND DISTANCE OF N 72°57'05" W, 123.61 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 123.70 FEET TO THE **POINT OF BEGINNING**, AND **CONTAINING** 42.205 ACRES OR 1,838,447 SQUARE FEET OF LAND MORE OR LESS

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202) FROM NORTH AMERICAN DATUM 1983 AS NOTED ON THE ALTA/NSPS LAND TITLE SURVEY DONE BY UNDERWOOD DRAFTING AND SURVEYING, INC. DATED 02/27/23.

"This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish TBPELS Acts and Rules Page 97 of 109 Updated April 1, 2021 interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LEGAL DESCRIPTION
TRACT TWO 44.537 ACRES

BEING A TRACT OF LAND, SITUATED IN S.C. INMAN SURVEY, ABSTRACT NO. 621, AND THE T. SHANNON SURVEY, ABSTRACT NO. 1136 SURVEY, GRAYSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 125 ACRE TRACT OF LAND DESCRIBED IN DEED TO PILOT POINT LAND PARTNERS, LLC, RECORDED IN INSTRUMENT NUMBER 2023-6266, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS (O.P.R.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PILOT POINT LAND PARTNERS TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 4.647 ACRE TRACT OF LAND DESCRIBED IN DEED TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 1028, PAGE 422, DEED RECORDS, GRAYSON COUNTY, TEXAS (D.R.G.C.T.);

THENCE ALONG THE SOUTH LINE OF SAID PILOT POINT LAND PARTNERS TRACT, THE FOLLOWING COURSES AND DISTANCES:

N 89°08'00" W, A DISTANCE OF 3.20 FEET;

S 00°55'23" W, A DISTANCE OF 1.22 FEET;

N 89°58'51" W, A DISTANCE OF 1079.65 FEET;

N 44°58'15" W, A DISTANCE OF 40.83 FEET;

S 89°59'54" W, A DISTANCE OF 269.57 FEET;

N 83°33'05" W, A DISTANCE OF 59.25 FEET TO THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE NORTHWESTERLY ALONG THE APPROXIMATE CENTERLINE OF A CREEK, TO THE NORTH LINE OF SAID PILOT POINT LAND PARTNERS TRACT;

THENCE ALONG THE NORTH LINE OF SAID PILOT POINT LAND PARTNERS TRACT AND THE SOUTH LINES A TRACT OF LAND DESCRIBED AS TRACT ONE, AND TRACT TWO, IN DEED TO ORL II, INC, RECORED IN INSTRUMENT NUMBER 2022-512, O.P.R.G.C.T., THE FOLLOWING COURSES AND DISTANCES:

S 89°17'11" E, A DISTANCE OF 97.02 FEET;

S 89°08'42" E, A DISTANCE OF 180.27 FEET TO THE NORTHEAST CORNER OF SAID PILOT POINT LAND PARTNERS TRACT, AND BEING THE WEST LINE OF A CALLED 27.020 ACRE TRACT OF LAND DESCRIBED IN DEED TO 5 GUY LAND HOLDING COMPANY, LLC, RECORDED IN VOLUME 5730, PAGE 282, O.P.R.G.C.T.;

THENCE ALONG THE EAST LINE OF SAID PILOT POINT LAND PARTNERS TRACT AND THE WEST LINE OF SAID 5 GUY LAND HOLDING COMPANY LLC, TRACT, THE FOLLOWING COURSES AND DISTANCES:

S 01°15'18" W, A DISTANCE OF 1743.25 FEET

S 01°09'28" W, A DISTANCE OF 251.15 FEET TO THE **POINT OF BEGINNING**, AND **CONTAINING** 44.537 ACRES, OR 1,940,040 SQUARE FEET OF LAND MORE OR LESS.

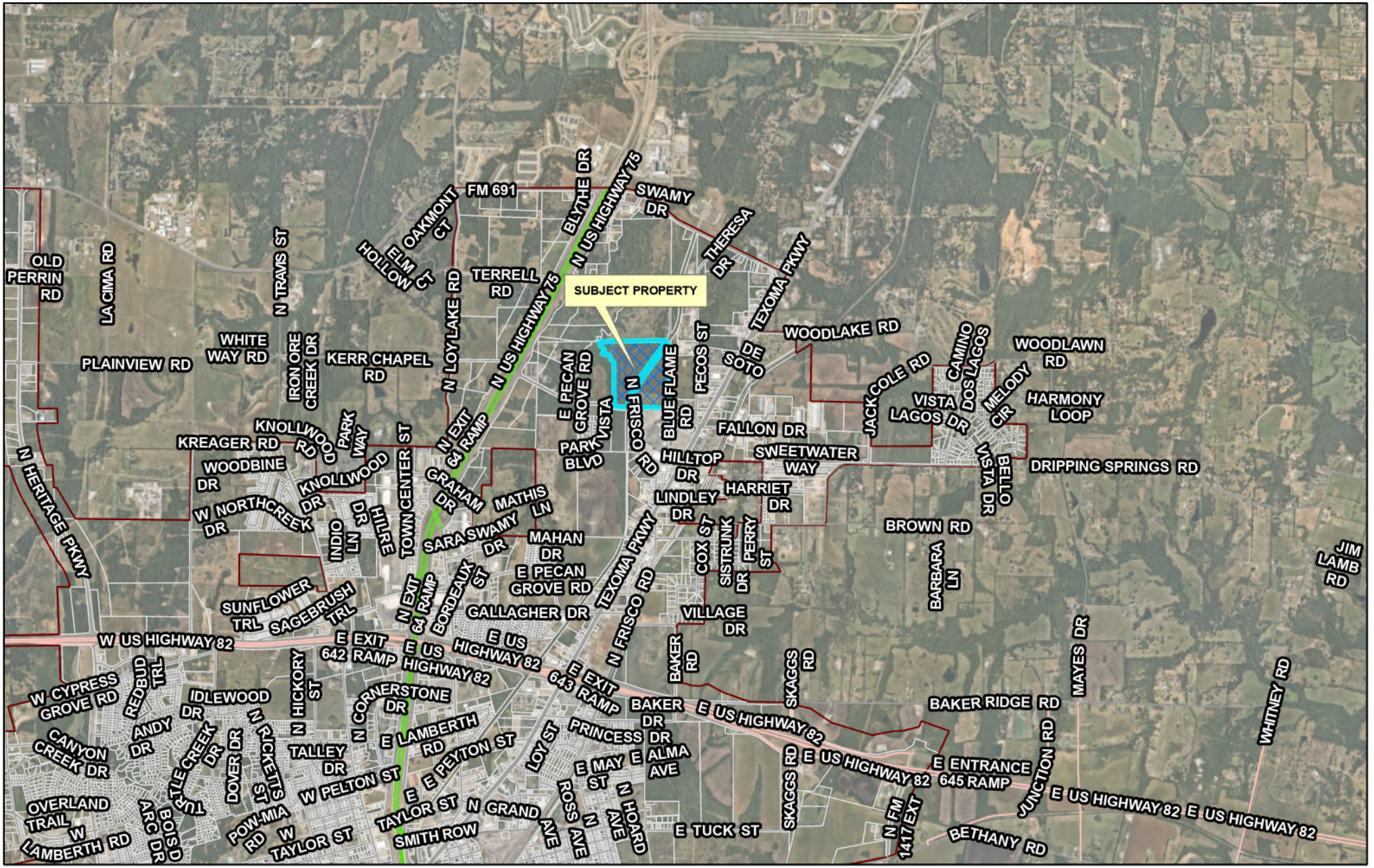
BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202) FROM NORTH AMERICAN DATUM 1983 AS NOTED ON THE ALTA/NSPS LAND TITLE SURVEY DONE BY UNDERWOOD DRAFTING AND SURVEYING, INC. DATED 02/27/23.

"This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish TBPELS Acts and Rules Page 97 of 109 Updated April 1, 2021 interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

FOR PAPE DAWSON CONSULTING ENGINEERS, LLC.



MARK L. BESHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6824
FIRM REGISTRATION NO. 10194390
PAPE DAWSON CONSULTING ENGINEERS, LLC.
6105 TENNYSON PARKWAY, SUITE 210
PLANO, TEXAS 75024
TELE. 214-420-8494
EMAIL: MBESHEAR@PAPE-DAWSON.COM
CERTIFICATION DATE: SEPTEMBER 19, 2023



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2700 BLK BLUE FLAME RD & 5100 BLK FALLON DR

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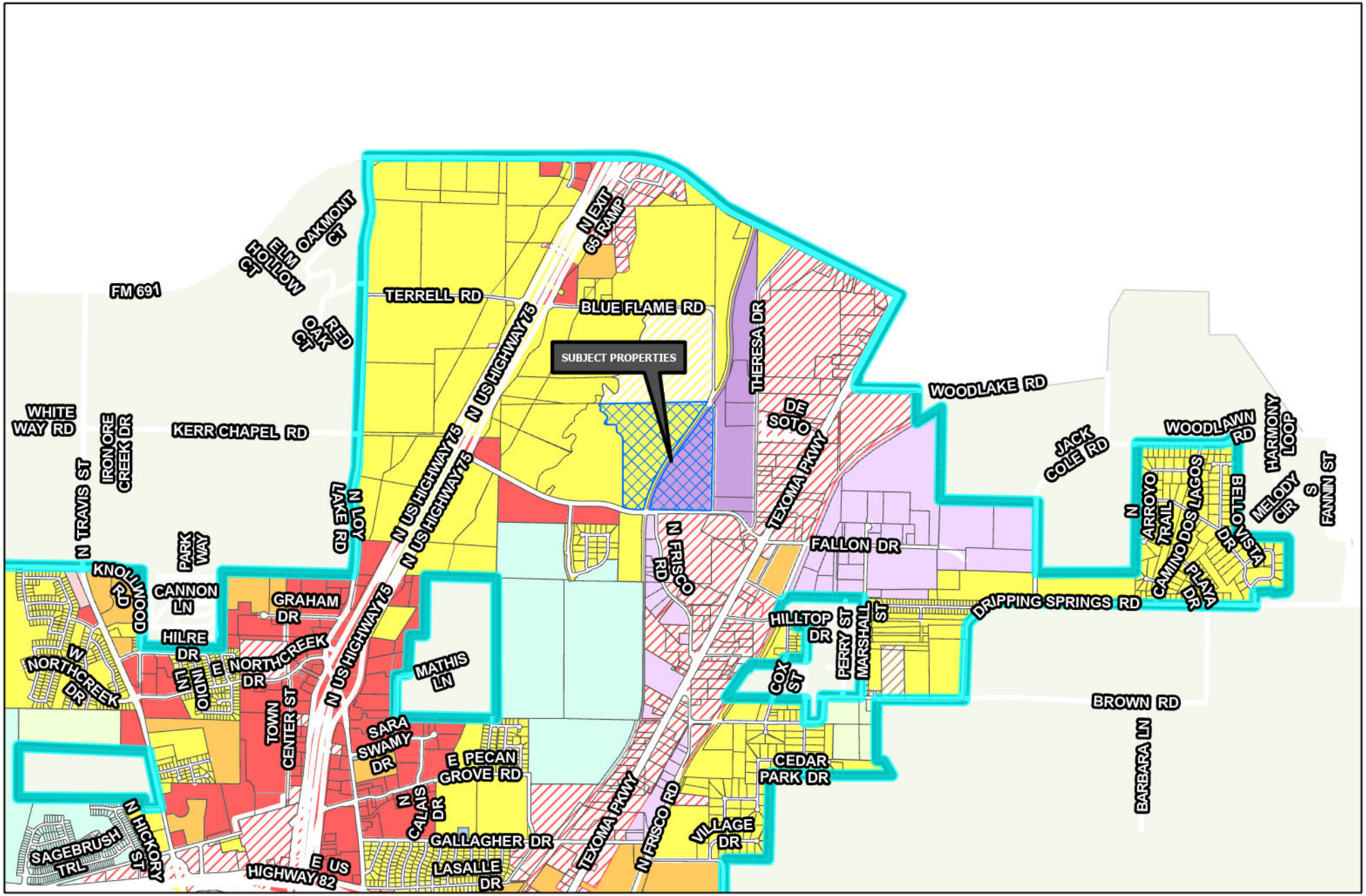
Date: 10/6/2023 8:53 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
2700 BLK BLUE FLAME RD & 5100 BLK FALLON DR

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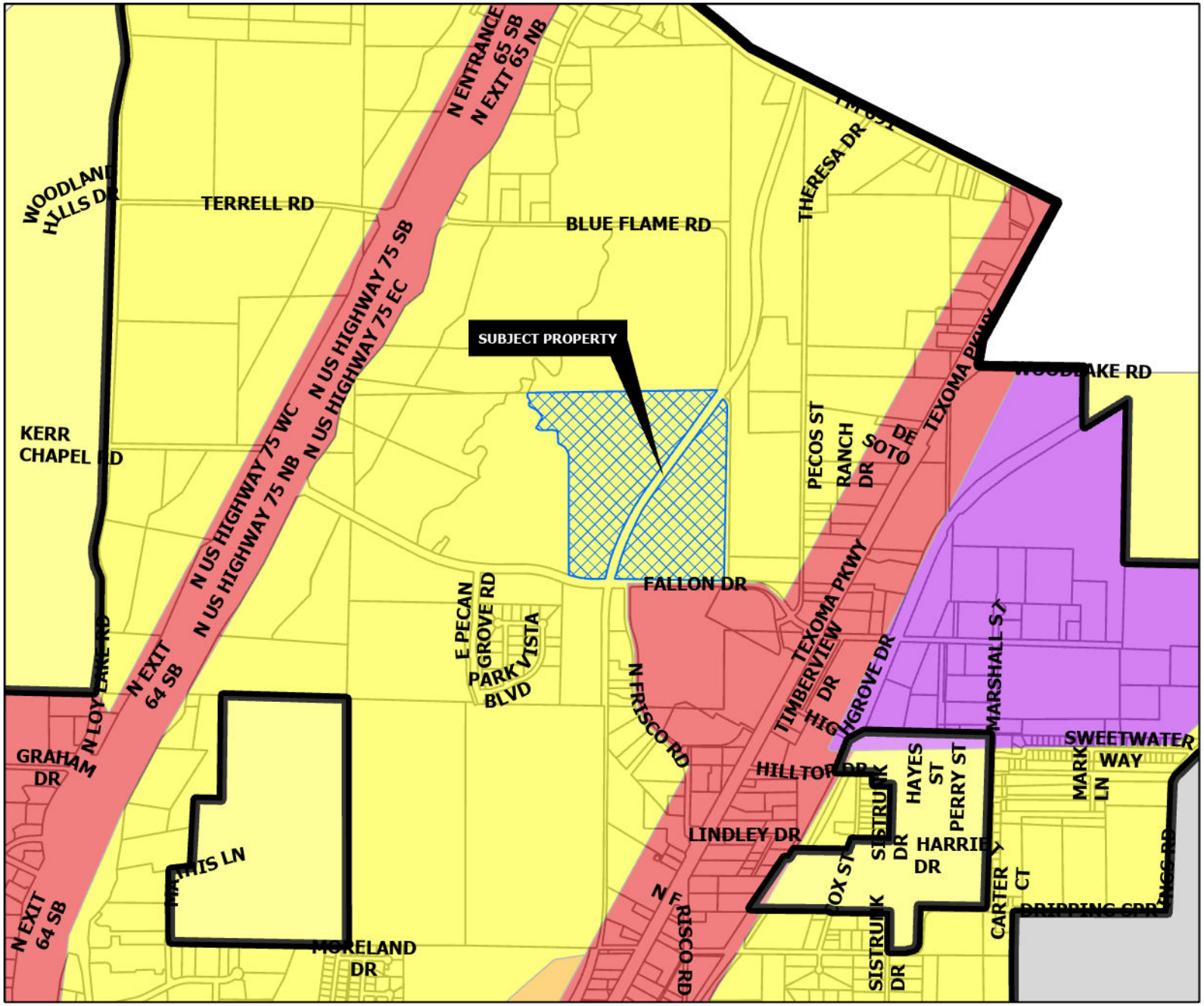
Date: 10/6/2023 8:56 AM



SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Subject Locations
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
2007 W TAYLOR ST

N W E S

Date: 10/6/2023 8:58 AM

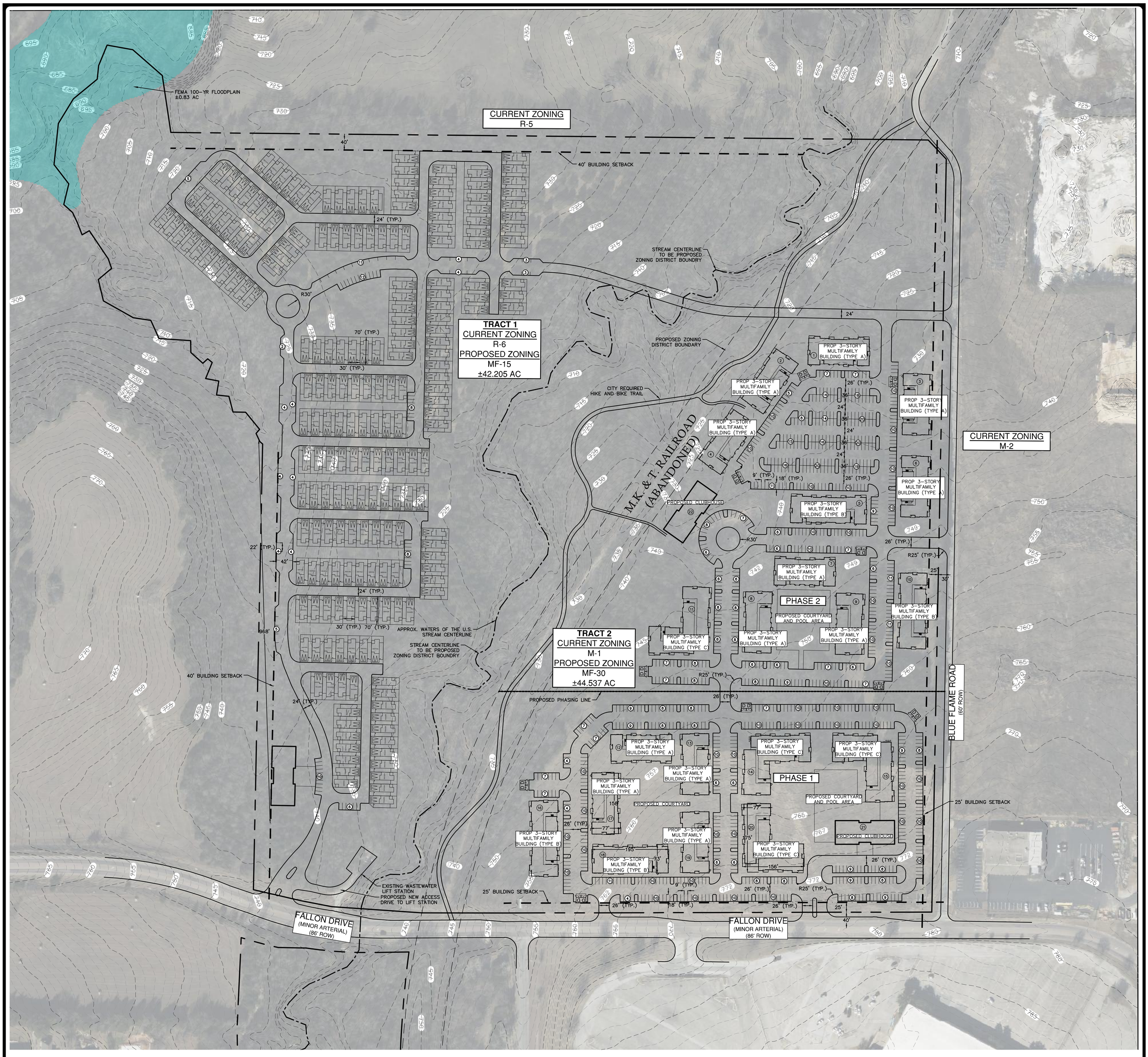
Sherman
CLASSIC TOWN. BROAD HORIZON.

NOTICE OF PROPOSED ZONING CHANGE

PROJECT #: 23-005631

FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

October 3, 2023 12:01 PM



PROPOSED MF-15 DISTRICT DATA SUMMARY	
CURRENT ZONING	R-6
PROPOSED ZONING	MF-15
TOTAL PROPERTY AREA	±42.205 AC
PROPOSED HEIGHT	2.5-STORY/35'
TOTAL DWELLING UNITS	240 DU
UNITS PER ACRE	±5.69
AVERAGE DU SIZE	±2,400 SF (INCLUDES 2-CAR GARAGE)
CLUBHOUSE SIZE	±4,000 SQFT
GROSS BUILDING AREA TOTAL	±580,000
DISTRICT AREA TOTAL SF	±1,838,449 SF
PARKING REQUIRED	1.875 STALLS/UNIT 450 STALLS
PROPOSED PARKING	615 STALLS

MF-15 PROPOSED SITE AMENITIES
CLUBHOUSE
POOL YARD
HIKE & BIKE TRAIL
DOG PARK
OUTDOOR GATHERING/ BBQ STATION

PROPOSED MF-30 DISTRICT DATA SUMMARY	
CURRENT ZONING	M-1
PROPOSED ZONING	MF-30
TOTAL PROPERTY AREA	±44.537 AC
TOTAL DU	±600 (PH1-±285, PH2-±315)
UNITS PER ACRE	±13.47
PROPOSED HEIGHT	3-STORY/ 50'
AVERAGE DWELLING UNIT SIZE	±900 SF
GROSS BUILDING AREA TOTAL	±710,830 SF
DISTRICT AREA TOTAL SF	±1,940,031 SF
PARKING REQUIRED	1.75 STALLS/UNIT 1050 STALLS
PROPOSED PARKING	1,076 STALLS

MF-30 PROPOSED SITE AMENITIES
CLUBHOUSE
POOL YARD
HIKE & BIKE TRAIL
DOG PARK
OUTDOOR GATHERING/ BBQ STATION

MF-30 TOTAL GROSS FLOOR AREA PER BUILDING		#DU PER BUILDING
TYPE A	±31,125 SQFT ALL FLOORS	27
TYPE B	±38,880 SQFT ALL FLOORS	33
TYPE C	±48,330 SQFT ALL FLOORS	39
CLUBHOUSE	±4000 SQFT	

SCALE: 1"= 100'

0' 100' 200' 300'

PAPE-DAWSON ENGINEERS
6105 TENNYSON PKWY, STE 210 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10194390

SHERMAN 86 - AC TRACT
ZONING CONCEPTUAL SITE PLAN
9/25/2023

Date: Sep 25, 2023, 12:47pm User ID: seanwilliams
File: W:\projects\704\00\00\2.0 Design\2.3 Planning\2.3.2 Zoning\SITE PLAN EXHIBIT\230922-SITE PLAN.dwg
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

PROJECT NARRATIVE
PD JOB NO. 70400-00
09/19/2023

SHERMAN 86-AC TRACT, SHERMAN TX
ZONING SUBMITTAL NARRATIVE – DEVELOPMENT SERVICES

To whom it may concern,

The accompanying documents describing the 86-AC tract located generally at the NWC of Fallow Drive & Blue Flame Rd work to outline and illustrate the proposed zoning districts.

Currently, the site exhibits two zoning districts – M-1 Light Manufacturing (east side of tract) and R-6 Residential (west side of tract).

The development is proposing these districts be re-zoned to MF-30 (east side of tract) and MF-15 (west side of the tract). The development will be seeking zoning and conceptual site plan approval for the subject property.

An abandoned MK&T railroad easement cuts through the site diagonally. The development is proposing that the westerly boundary of this easement serve as the proposed zoning district boundary. This is shown and dictated on the prepared legal descriptions.

The strategy, per the FLUP, is to naturally step compatible uses from Texoma Parkway back towards I-75. This stepping in land use would be, east-to-west, M-2 Manufacturing (off-site), MF-30 Multifamily, MF-15 Multifamily (BTR), R-6 Residential (off-site).

The illustration and site plan included generally depict (2) separate or (1) phased multifamily development within the MF-30 proposed district and (1) multifamily development within the MF-15 proposed district.

It is this development's strategy to utilize the MF-15 zoning district for delivering 'BTR' or a low-density luxury leasing community. This is represented in the site plan and landscape illustration.

Sincerely,

Nate Parrott
Sr. Land Planner & PLA TBAE #3237

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

October 10, 2023

Sent via email

Pape-Dawson Engineers
Nathan Parrott
6105 Tennyson Pkwy, Suite 210
Plano, TX 75024

Pilot Point Land Partners, LLC
6950 TPC Dr, #120
McKinney, TX 75070

Dear Applicants,

The request of a Public Hearing, Conceptual Site Plan and Zone Change from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District and a Public Hearing, Conceptual Site Plan and Zone Change from M-2 (Heavy Manufacturing) District to MF-30 (Multi Family Residential) District located at 2700 Block Blue Flame Road and 5100 Block Fallon Drive has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 17, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. This is a Conceptual Site Plan. Detailed Site Plans for Commercial and Multifamily developments will require Planning and Zoning approval before building permits will be issued.
7. The approval of this Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

9. Tract 1, consisting of 42.205 acres in the S.C. Inman Survey, Abstract 621 and the T. Shannon Survey, Abstract No. 1136 - Public Hearing, Site Plan and Zone Change from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District.:
    a. Platting of the property is required. *Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004*

b. Verify wastewater capacity for proposed use. Upgrade of wastewater infrastructure by developer may be required. *Code of Ordinances 10.03.003(h)(5); 10.03.003(h)(9)*
c. Internal water and wastewater lines will be privately owned and maintained.
d. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.003(i)*
e. Hike and Bike trail throughout development required per Master Trail Plan. *Code of Ordinances Chapter 10.02.006*
f. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
g. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)*
h. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.03.006(b)*

10. Tract 2, consisting of 44.537 acres in the S.C. Inman Survey, Abstract 621 and the T. Shannon Survey, Abstract No. 1136 - Public Hearing, Site Plan and Zone Change from M-2 (Heavy Manufacturing) District to MF-30 (Multi Family Residential) District.
    a. Platting of the property is required. Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
    b. Verify wastewater capacity for proposed use. Upgrade of wastewater infrastructure by developer may be required. Code of Ordinances 10.03.003(h)(5); 10.03.003(h)(9)
    c. Internal water and wastewater lines will be privately owned and maintained.
    d. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.003(i)
    e. Hike and Bike trail throughout development required per Master Trail Plan. Code of Ordinances Chapter 10.02.006
    f. Widening or improvement of Blue Flame Road by developer may be required upon development. Code of Ordinances Chapter 10.03.003(b)(K)
    g. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)
    h. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. Code of Ordinances Chapter 10.03.006(b)

Fire Services

11. Buildings NOT equipped throughout with an approved automatic sprinkler system.
    a. [ ] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
    b. 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus

access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

12. Buildings equipped throughout with an approved automatic sprinkler system.
    a. [ ] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
    b. [ ] 507.5.1.1 - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100' of the fire department connections.
13. Buildings NOT over 3 stories or 30' in height or 62,000 square feet in gross area.
    a. [ ] 503.2.1 - Fire apparatus access roads shall have an unobstructed width of not less than 20' 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 13' 6" 14'. (City Ordinances Amendments 3.01.002)
    b. [ ] 503.2.4 - The minimum turning radius shall be at least 25' unless fire lane exceeds minimum requirement of 24'. (City Ordinances Amendments 3.01.002)
    c. [ ] 503.2.1 - Fire apparatus access roads with gates shall have minimum gate width of 20' 24'. (City Ordinances Amendments 3.01.002) Must have Knox key switches.
14. Building is over 3 stories or 30' in height or 62,000 square feet in gross area.
    a. [ ] D105.2 - Aerial fire apparatus access roads shall have a minimum unobstructed width of 26', exclusive of shoulders, in the immediate vicinity of the building or portion thereof. and an unobstructed vertical clearance of not less than 13' 6" 14'. (City Ordinances Amendments 3.01.002)
    b. [ ] D105.3 - One or more of the required access routes meeting this condition shall be located not less than 15' and not greater than 30' from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.
    c. [ ] 503.2.4 - The minimum turning radius shall be at least 25' unless the fire lane exceeds minimum requirement of 26'. (City Ordinances Amendments 3.01.002).

Solid Waste Services

15. Dumpster enclosures shall be accessible by front load Solid Waste trucks.
    a. Dumpster enclosure opening shall be 10' wide.
    b. Dumpster enclosure shall have a 50' clearance in front of the enclosure.
16. Dumpster enclosure shall be constructed of masonry or similar durable material. *(Section 14.04.004(4)(c)*

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 7.**

Meeting Date: 11/06/2023

Prepared By: Lauren Marlow, Development Services Coordinator

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6674

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 14 (Zoning Ordinance), Sections 14.08.001 (Definitions) and 14.10.001 (Use Chart); Modifying Certain Existing Regulations Relating to Permitted Uses, Conditional Uses, and Specific Use Permits; Establishing or Modifying Regulations on the Following Use Types: Dwelling, Single-Family for Rent (Build-to-Rent); Dwelling, Two-Family (Duplex); Dwelling, Townhome; Automobile Service Station; and Hookah Bar, Smoking Lounge, Smoke Shop, or Vape Shop; Providing a Penalty clause with a Maximum Fine of $2,000, Savings/Repealing Clause, Severability Clause and an Effective Date; Providing for the Publication fo the Caption Hereof

Issue:

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 14 (Zoning Ordinance), Sections 14.08.001 (Definitions) and 14.10.001 (Use Chart); Modifying Certain Existing Regulations Relating to Permitted Uses, Conditional Uses, and Specific Use Permits; Establishing or Modifying Regulations on the Following Use Types: Dwelling, Single-Family for Rent (Build-to-Rent); Dwelling, Two-Family (Duplex); Dwelling, Townhome; Automobile Service Station; and Hookah Bar, Smoking Lounge, Smoke Shop, or Vape Shop; Providing a Penalty clause with a Maximum Fine of $2,000, Savings/Repealing Clause, Severability Clause and an Effective Date; Providing for the Publication fo the Caption Here

Background:

This Ordinance is a minor update to the Zoning Ordinance relating to Build-to-Rent developments, smoke and vape shops, and fuel stations. The following is a summary of the recommended changes:

Build-to-Rent/Single-family for Rent - The city has seen an increase in applications for Build-to-Rent (BTR) developments that consist of multiple single family homes, duplexes, and/or townhomes on one single platted lot. The recommendation to update the language in the zoning ordinance was a request by Council. Staff recommends that BTR developments be only allowed in the MF-15 zoning district and require a Specific Use Permit. In addition, staff recommends the following conditions:

- Density of the BTR cannot exceed 10 units per acre.
- Each unit is required to have one enclosed garage parking space attached to the unit.
- Parking regulations are the same as Multi-family regulations in Section 14.04.003(5)(a)
- BTR developments shall provide 10% usable open space.

Smoke Shops - Smoke shops are currently permitted in the City of Sherman with a Specific Use Permit in C-1 and C-2 zoning districts. Staff recommends that smoke shops remain as a specific use permit in C-1 and C-2 districts, but add the following conditions to the requirements for smoke shops:

- Shall not be located within 300 feet of a single-family zoned property, church, public hospital or a child care facility.
- Shall not be located within 1000 feet of a public or private school.
- Shall not be located within 1000 feet of a Hookah Bar, Smoking Lounge, Smoke Shop and/or Vape Shop that is in current operation or that has had a Specific Use Permit approved within the previous 24 months by City Council. **[Planning & Zoning recommended removing the condition regarding proximity to other smoke shops]**

Automobile Service Stations (Fuel or Gas Stations) - Staff recommends that service stations be allowed with a Specific Use Permit in a C-N district or as a conditional use in a C-1 district with the following conditions:

- Fuel pump systems and fuel storage tanks may not be located within 300 feet of a residential zoned property.

Origination:

City of Sherman, Development Services

Financial Consideration:

None

Staff Recommendation:

At the October 30, 2023 Special Called Meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Zoning Ordinance Amendment be approved with the condition that the Conditional Use requirements for Smoke Shops and Smoking Lounges be changed to remove the distance regulation from other smoke shops and smoking lounges**. Staff recommends making changes to these ordinances as discussed above and as may be agreed upon by the Council.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6674

ORDINANCE NO. 6674

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), SECTIONS 14.08.001 (DEFINITIONS) AND 14.10.001 (USE CHART); MODIFYING CERTAIN EXISTING REGULATIONS RELATING TO PERMITTED USES, CONDITIONAL USES, AND SPECIFIC USE PERMITS; ESTABLISHING OR MODIFYING REGULATIONS ON THE FOLLOWING USE TYPES: DWELLING, SINGLE-FAMILY FOR RENT (BUILD-TO-RENT); DWELLING, TWO-FAMILY (DUPLEX); DWELLING, TOWNHOME; AUTOMOBILE SERVICE STATION; AND HOOKAH BAR, SMOKING LOUNGE, SMOKE SHOP, OR VAPE SHOP; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; 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 Council") finds that it is necessary to amend Chapter 14 (Zoning Ordinance) of the Code of Ordinances, City of Sherman, Texas ("Code of Ordinance") for the purpose of prescribing regulations relating to the Central Business District Overlay ("City" or "Sherman"); and

WHEREAS, Sherman has complied with all legal notices and public hearings as required by law; and

WHEREAS, the City Council finds that adopting this Ordinance promotes the health, safety and morals of Sherman and is in the best interest of the citizens of Sherman.

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

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

SECTION 2: Amendment to the Code of Ordinances, Chapter 14 (Zoning Ordinance). Sections 14.08.001 (Definitions) and 14.10.001 (Use Chart) of the Code of Ordinances are amended as follows[1]:

"ARTICLE 14.08 DEFINITIONS

Sec. 14.08.001 Definitions.

…

Dwelling, duplex or two-family. ~~A building designed for or used exclusively for residence~~

[1] Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

~~purposes by two families or two housekeeping units.~~ *A single-family dwelling with a single-unit structure in a row of two (2) such units in which each unit has its own access to the outside, no unit is located over another, each is separated from any other unit by one (1) common fire-resistant wall, and two (2) units are on an individually platted lot.*

Dwelling, multi-family. A building or portion thereof designed for or used by three or more families or housekeeping units. *A multi-family dwelling does not include a single-family for rent (build-to-rent) dwelling.*

…

Dwelling, single-family attached. A single-family dwelling that is physically attached to another dwelling, such as a duplex or townhome dwelling.

Dwelling, single-family detached. A single-family dwelling that is not physically attached to any other dwelling.

Dwelling, single-family for rent (build-to-rent). A single-family dwelling within a unified development with at least four (4) single-family attached or single-family detached dwellings on one platted lot. A single-family for rent (build-to-rent) dwelling does not include a multi-family dwelling.

Dwelling, townhome. ~~A one-family dwelling unit, with a private entrance, which is part of a structure whose dwelling units are attached horizontally in a linear arrangement, and having a totally exposed front and rear wall to be used for access, light, and ventilation.~~ *A single-family dwelling with a single-unit structure in a row of at least three (3) or more such units in which each unit has its own access to the outside, no unit is located over another, each is separated from any other unit by one (1) or more common fire-resistant walls, and each unit is on an individually platted lot.*

…

~~Hookah bar. See smoke shop.~~

…

Smoke shop. A retail establishment that, *as one of its principal business activities, offers for sale for any form of consideration the following:* ~~is dedicated, in whole or in part, to the smoking of~~ tobacco, electronic vaping devices, *e-cigarettes* or other similar *products or components, parts or accessories of the same,* ~~substances, and includes any establishment that allows either the payment of consideration by a customer to the establishment for on-site delivery of tobacco,~~ tobacco accessories, ~~electronic vaping devices,~~ vapor accessories or similar substances and products ~~to the customer; and, the onsite smoking of such~~. This definition shall be construed to include establishments known variously as retail tobacco stores, tobacco product shops, vapor shops, *vape shops, smoke shops* and similar establishments, but shall not include an establishment *that meets any one or more of the following criteria: (a) less than 35 percent of the establishment's displayed merchandise consists of said items; (b) less than 35 percent of the retail value (defined as the price charged to customers) of the establishment's displayed merchandise consists of said items; (c) less than 35 percent of the establishment's revenues derive from the sale for any form of consideration of said items; (d) the establishment maintains less than 35 percent of its floor space for the display or sale of*

said items (aisles and walkways used to access said items shall be included in floor space maintained for the display or sale of said items); or (e) the establishment maintains less than 500 square feet of its floor space for the display and/or sale of said items (aisles and walkways used to access said items shall be included in floor space maintained for the display or sale of said items). ~~but shall not include an establishment which derives more than 50 percent of its gross revenue from food, beverage or gasoline fuel sales.~~

…

ARTICLE 14.10 USE CHART

Sec. 14.10.001 Use Chart.

…

(d) Use Chart. …

[*The remainder of this page intentionally left blank.*]

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
…																		
Dwelling, single-family for rent (Build-to-Rent)									*SUP [8]*									
Dwelling, two-family (duplex)								P	~~P~~	~~P~~								
Dwelling, townhome							P		~~P~~	~~P~~								
…																		
Automobile service station												~~P~~ *SUP [9]*		~~P~~ *[9]*	~~P~~ *[9]*	P	P	P
…																		
~~Hookah bar, smoking lounge, smoke shop, or vape shop~~														~~SUP~~	~~SUP~~			
…																		
Smoking lounge														*SUP [10]*	*SUP [10]*			
Smoke shop														*SUP [10]*	*SUP [10]*			
…																		

[*The remainder of this page intentionally left blank.*]

…

[8] Dwelling, Single-Family for Rent (Build-to-Rent): A single-Family for rent dwelling (build-to-rent) unit is permitted in a MF-15 (Multi-Family Residential) District with a Specific Use Permit, subject to the following conditions:

- *(a) Density shall not exceed ten (10) dwelling units per net acre;*
- *(b) Each single-family dwelling unit shall have one (1) enclosed garage parking space attached to the unit;*
- *(c) Required parking is the same as the multi-family dwelling parking regulations set forth in Subsection 14.04.003(5)(a);*
- *(d) All developments shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares; and*
- *(e) All developments shall be commonly managed and maintained by a management company with an on-site and staffed office with standard business hours of at least 9:00 am-5:00 pm, Monday-Friday.*

[9] Automobile Service Station: An automobile service station is allowed in a C-N with a Specific Use Permit or permitted in a C-1 (Retail Business) District provided that the fuel pump system, including the fuel pumps, fuel tanks and fuel exhaust are prohibited within 300 feet of the property line of a single-family zoned property. The measurement of the distance shall be in a direct line from the property line of the single-family zoned property to the fuel pump or fuel tank , and in a direct line across intersections.

[10] Smoking Lounges and Smoke Shops: Smoking lounges and smoke shops are permitted with a Specific Use Permit in a C-1 (Retail Business) District or C-2 (General Commercial) District, subject to the following conditions:

- *(a) Shall not be located within 300 feet of a single-family zoned property, church, public hospital or child-care facility;*
- *(b) Shall not be located within 1,000 feet of a public or private school;*
- *(c) Shall not be located within 1,000 feet of another smoking lounge or smoke shop that is in current operation;*
- *(d) The measurement of the distances of the subsections a-c above shall be in a direct line from the property line of the applicable use to the property line of the smoking lounge or smoke shop, and in a direct line across intersections; and*
- *(e) The City Council may grant exceptions to subsections a-c above if it determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant, does not serve its intended purpose, is not effective or necessary, or for any other reason the Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.*

…"

SECTION 3: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the

violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

SECTION 5: Repealing/Savings. The Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 5: Effective Date; Publication. This Ordinance shall become effective from and after its adoption and publication as required by law. The City Clerk is directed to publish the caption of this Ordinance as required by law.

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

INTRODUCED on this the 6th day of November 2023.
ADOPTED on this the 6th day of November 2023.
EFFECTIVE DATE on this the 6th day of November 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 8.**

Meeting Date: 11/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

ORDINANCE NO. 6660 (Tabled at the October 16, 2023 City Council Meeting)
An Ordinance Of The City Council Of The City Of Sherman, Texas, Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 216.22 Acres, Being In The Charles Carter Survey, Abstract No. 229, And The Henry C. Atchison Survey, Abstract No. 22, City Of Sherman, Grayson County, Texas, Located In The 1900-2600 Blocks East Tuck Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The Pd (Planned Development) Of Aspen Park, (Grayson County Land Trust, Owners; Rozann Marquis, Representative; And Kimley-Horn And Associates, Inc., Surveyor); Providing For A Penalty Not To Exceed $2,000.00; 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

Issue:

To consider the request of Grayson County Land Trust, Owners; Rozann Marquis, Representative; and Kimley-Horn and Associates, Inc., Surveyor, concerning the property located in the 1900-2600 Blocks East Tuck Street, consisting of 216.22 acres, being in the Charles Carter Survey, Abstract No. 229, and the Henry C. Atchison Survey, Abstract No. 22, City of Sherman, Grayson County, Texas, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The Pd (Planned Development) Of Aspen Park

Background:

The property is located in the 1900-2600 Blocks East Tuck Street between North Brents Avenue and North FM 1417 (Heritage Parkway). The owner is requesting a Zone Change for a PD (Planned Development) of Aspen Park.

Origination:

Grayson County Land Trust (Owners)
Rozann Marquis (Representative)
Kimley-Horn and Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter and the Halff Associates Concurrence Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6660
Exhibit A - Survey
Exhibit B - Development Standards
Exhibit C - Zoning Exhibit
Halff Concurrence Letter
Location Map
Zoning Map
Zoning Sign Photo
Future Land Use Map
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6660

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 216.22 ACRES, BEING IN THE CHARLES CARTER SURVEY, ABSTRACT NO. 229, AND THE HENRY C. ATCHISON SURVEY, ABSTRACT NO. 22, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1900-2600 BLOCKS EAST TUCK STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) OF ASPEN PARK, (GRAYSON COUNTY LAND TRUST, OWNERS; ROZANN MARQUIS, REPRESENTATIVE; AND KIMLEY-HORN AND ASSOCIATES, INC., SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 1900-2600 Blocks East Tuck Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed as a PD (Planned Development) of Aspen Park, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

The development plans, standards and uses of the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development District zoning classification. The Property shall be developed in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibits. Each of which are attached hereto and incorporated herein by reference for all purposes:

- Exhibit B – Development Standards, and
- Exhibit C – Zoning Exhibit.

The Property shall be developed in compliance with the standards set forth herein, in Exhibit B and Exhibit C and all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of Exhibit B and Exhibit C shall prevail in that order.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. 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 7. 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.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 16th day of October 2023.

ADOPTED on this the 6th day of November 2023.

EFFECTIVE DATE on this the 6th day of November 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A - SURVEY AND LEGAL DESCRIPTION

SURVEY

ADDRESS: East Tuck Street, Sherman, Texas

LEGAL: All that certain lot, tract or parcel of land situated in the Charles Carter Survey, Abstract No. 229 and the Henry C. Nicholson Survey, Abstract No. 22, Grayson County, Texas, same being those tracts of land conveyed to the Grayson County Land Trust, in Instrument Number 2021-00002037 and Instrument Number 2021-00017261, Official Public Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a "Vogt 5218" capped steel rod found for the southeast corner of the Instrument Number 2021-00017261, Official Public Records of Grayson County, Texas, same bein

THENCE in a southwesterly direction with a curve to the left, along the north right-of-way of rail road, said curve having a radius of 2913.62 feet and a chord bearing South 80 degrees 24 minutes 09 seconds West, 300.68 feet, for a length of 301.11 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE North 12 degrees 19 minutes 27 seconds West, 40.38 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE South 77 degrees 10 minutes 33 seconds West, 591.28 feet to a 1/2 inch steel rod found for the southwest corner of the Blackhill Street right of way, from which a "1999" capped steel rod found bears South 77 degrees 10 minutes 33 seconds West at 287.28 feet for witness;

THENCE North 13 degrees 39 minutes 32 seconds West, 2172.10 feet to a point for the southwest corner of the Donaldson Street right-of-way, same being the southwest corner of a tract of land conveyed to the City of Sherman in Volume 1908, Page 487, Deed Records of Grayson County, Texas;

THENCE North 76 degrees 20 minutes 28 seconds East, with the south line of said City tract, 16.00 feet to a point for corner;

THENCE North 13 degrees 39 minutes 32 seconds West, with the east line of said City tract, 214.05 feet to a point for corner;

THENCE North 76 degrees 20 minutes 28 seconds East, 536.65 feet to a steel fence post found for corner;

THENCE North 13 degrees 39 minutes 57 seconds West, 160.03 feet to a "Vogt 5248" capped steel rod found for corner in the south right of way of East Tuck Street;

THENCE North 76 degrees 42 minutes 57 seconds East, with the south right of way of East Tuck Street, 89.34 feet to a "Vogt 5218" capped steel rod found for corner;

THENCE South 13 degrees 57 minutes 12 seconds East, 160.30 feet to a 1/2 inch steel rod found for corner;

THENCE South 13 degrees 03 minutes 42 seconds East, 197.53 feet to a 1/2 inch steel rod found for corner;

THENCE North 77 degrees 08 minutes 11 seconds East, 395.32 feet to a 1/2 inch steel rod found for corner;

THENCE North 09 degrees 19 minutes 38 seconds West, 202.33 feet to a nail found for corner within East Tuck Street, from which a 1/2 inch steel rod found bears South 10 degrees 31 minutes 58 seconds East at 21.31 feet for witness;

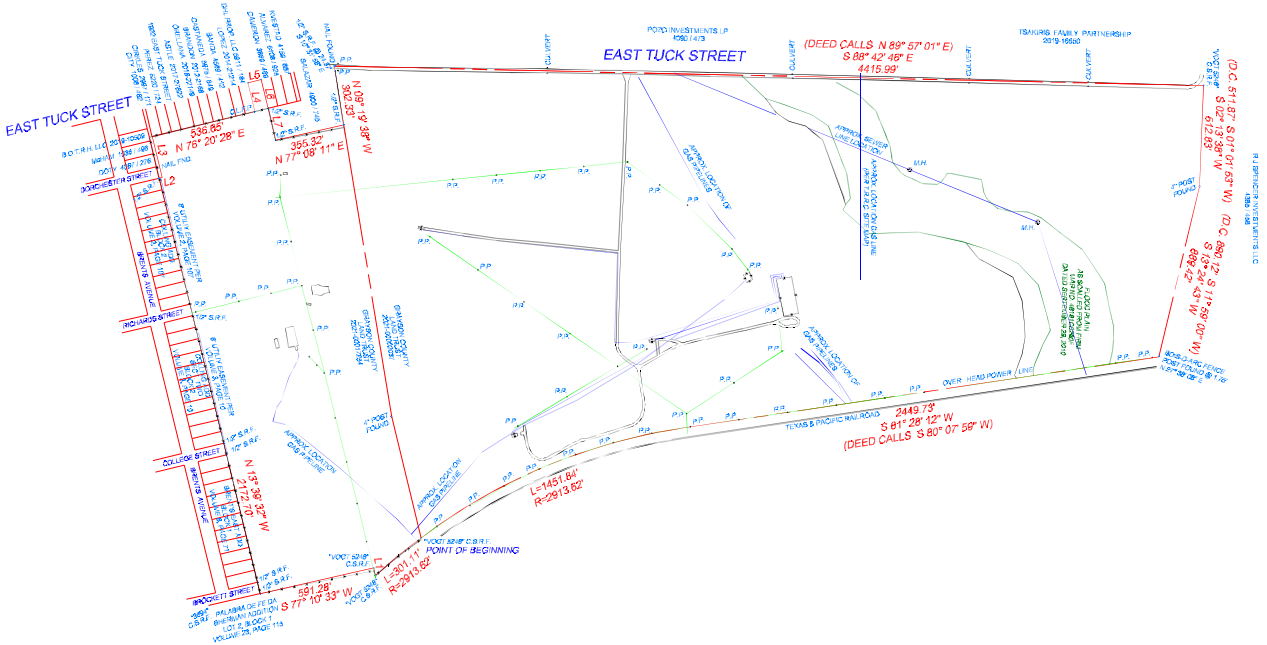
THENCE South 88 degrees 42 minutes 48 seconds East, within East Tuck Street, 4416.99 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE South 87 degrees 13 minutes 36 seconds West, 312.93 feet to a 1 inch pipe found for corner;

THENCE South 13 degrees 24 minutes 43 seconds West, 889.42 feet to a point, for corner, from which a bolt on set post bears North 27 degrees 36 minutes 08 seconds East at 1.73 feet for witness;

THENCE South 81 degrees 28 minutes 12 seconds West, along the north right-of-way of rail road, 2449.73 feet to a point for corner;

THENCE in a southwesterly direction with a curve to the left, along the north right-of-way of rail road, said curve having a radius of 2913.62 feet and a chord bearing South 87 degrees 11 minutes 42 seconds West, 1438.87 feet, for a length of 1451.84 feet to the Point of Beginning and containing 218.22 acres of land.


EAST TUCK STREET
(DEED CALLS N 89° 57' 01" E)
S 88° 42' 48" E
4415.99'
POPO INVESTMENTS LP
4560 / 413
TSAKIRIS FAMILY PARTNERSHIP
2019-16560
(D.C. S 14° 37' 01" W)
S 13° 24' 43" W
2172.10'
(D.C. S 88° 42' 48" E)
S 88° 24' 43" E
889.42'
N 76° 20' 28" E
536.65'
N 77° 08' 11" E
395.32'
N 13° 39' 32" W
214.05'
N 13° 39' 32" W
2172.10'
S 77° 10' 33" W
591.28'
L=1451.84
R=2913.62
L=301.11'
R=2913.62
S 81° 28' 12" W
2449.73'
(DEED CALLS S 80° 07' 58" W)
POINT OF BEGINNING
"VOGT 5248" C.B.R.F.
"VOGT 5248" C.B.S.F.
TEXAS & PACIFIC RAILROAD
OVER HEAD POWER LINE
APPROX. LOCATION OF GAS PIPELINE
APPROX. LOCATION OF GAS METER
APPROX. LOCATION OF GAS VALVE
APPROX. LOCATION OF GAS RISER
APPROX. LOCATION OF GAS MARKER
APPROX. LOCATION OF GAS LINE
APPROX. LOCATION OF GAS PIPELINE
APPROX. LOCATION OF GAS PIPELINE EASEMENT
APPROX. LOCATION OF GAS PIPELINE EASEMENT
APPROX. LOCATION OF GAS PIPELINE EASEMENT

All that certain lot, tract or parcel of land situated in the Charles Carter Survey, Abstract No. 229 and the Henry C. Atchison Survey, Abstract No. 22, Grayson County, Texas, same being those tracts of land conveyed to the Grayson County Land Trust in Instrument Number 2021-00002037 and Instrument Number 2021-00017254, Official Public Records of Grayson County, Texas, and being more particularly described as follows:

EXHIBIT A - SURVEY AND LEGAL DESCRIPTION

BEGINNING at a "Vogt 5248" capped steel rod found for the southeast corner of the Instrument Number 2021-00017254, Official Public Records of Grayson County, Texas described tract;

THENCE in a southwesterly direction with a curve to the left, along the north right-of-way of rail road, said curve having a radius of 2913.62 feet and a chord bearing South 50 degrees 24 minutes 05 seconds West - 300.98 feet, for a length of 301.11 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE North 12 degrees 49 minutes 27 seconds West, 40.38 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE South 77 degrees 10 minutes 33 seconds West, 591.28 feet to a 1/2 inch steel rod found for the southeast corner of the Brockett Street right-of-way, from which a "3694" capped steel rod found bears South 77 degrees 10 minutes 33 seconds West at 267.20 feet for witness;

THENCE North 13 degrees 39 minutes 32 seconds West, 2172.70 feet to a point for the southeast corner of the Dorchester Street right-of-way, same being the southwest corner of a tract of land conveyed to the City of Sherman in Volume 1008, Page 482, Deed Records of Grayson County, Texas;

THENCE North 76 degrees 20 minutes 28 seconds East, with the south line of said City tract, 16.00 feet to a point for corner;

THENCE North 13 degrees 39 minutes 32 seconds West, with the east line of said City tract, 214.05 feet to a point for corner;

THENCE North 76 degrees 20 minutes 28 seconds East, 536.65 feet to a chain link fence post found for corner;

THENCE North 13 degrees 39 minutes 32 seconds West, 150.00 feet to a "Vogt 5248" capped steel rod found for corner in the south right-of-way of East Tuck Street;

THENCE North 75 degrees 42 minutes 57 seconds East, with the south right-of-way of East Tuck Street, 69.34 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE South 13 degrees 37 minutes 12 seconds East, 150.30 feet to a 1/2 inch steel rod found for corner;

THENCE South 13 degrees 05 minutes 42 seconds East, 167.53 feet to a 1/2 inch steel rod found for corner;

THENCE North 77 degrees 08 minutes 11 seconds East, 355.32 feet to a 1/2 inch steel rod found for corner;

THENCE North 09 degrees 19 minutes 38 seconds West, 302.33 feet to a nail found for corner within East Tuck Street, from which a 1/2 inch steel rod found bears South 10 degrees 31 minutes 58 seconds East at 24.37 feet for witness;

THENCE South 88 degrees 42 minutes 46 seconds East, within East Tuck Street, 4415.99 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE South 02 degrees 13 minutes 38 seconds West, 512.83 feet to a 4 inch post found for corner;

THENCE South 13 degrees 24 minutes 43 seconds West, 889.42 feet to a point for corner, from which a bois d' arc post bears North 27 degrees 38 minutes 08 seconds East at 1.75 feet for witness;

THENCE South 81 degrees 28 minutes 12 seconds West, along the north right-of-way of rail road, 2449.73 feet to a point for corner;

THENCE in a southwesterly direction with a curve to the left, along the north right-of-way of rail road, said curve having a radius of 2913.62 feet and a chord bearing South 67 degrees 11 minutes 42 seconds West - 1436.87 feet, for a length of 1451.84 feet to the Point of Beginning and containing 216.22 acres of land.

1 INTRODUCTION

1.1 DEVELOPMENT PLAN OVERVIEW

Aspen Park Planned Development (PD) is a 216.2 acre multi-use development located in Sherman, Texas. A minimum of 40 acres (18.5%) of the development shall be set aside as usable open space. The design, development and use of the Property shall comply with the City of Sherman's Zoning Ordinance, as it exists or may be amended and any successor ordinance thereto (the "Zoning Ordinance"), the standards set forth in this Exhibit B and the Zoning Exhibits, attached hereto as Exhibit C.

1.2 REGULATIONS

Unless expressly stated or identified within this Ordinance, the regulations, requirements, standards and other provisions of the Zoning Ordinance shall apply to the development and use of the Property. If there is a conflict between the provisions of this Ordinance and those of the Zoning Ordinance, this Ordinance controls. The Property may be developed in phases.

2 SITE AND BUILDING STANDARDS

2.1 DISTRICTS ESTABLISHED

The land is divided into the following four complementary districts. Each district is intended to allow for the development of unique and complimentary uses to the other districts, and especially those districts adjacent to one another. The PD districts are depicted in the Zoning Exhibit and are listed as follows:

District	Acres
SF-U District: Single Family Urban District	49 minimum
SF-UA District: Single Family Urban Attached District	37.5
VMU District: Vertical Mixed-Use Residential District	91.1
C-1 District: C-1 (Retail Business)	11.4

2.2 DISTRICT STANDARDS

2.2.1 SF-U, SINGLE FAMILY URBAN DISTRICT

2.2.1.1 Purpose

The Single-Family Urban (SF-U) District is intended to provide for small-lot, urban, single-family development in a pedestrian-oriented environment. The district standards shall conform to the requirements for base zoning district R-4, as they exist or may be amended, except as otherwise provided by this Ordinance.

2.2.1.2 Permitted Uses

Those uses indicated as being permitted in the "R-4 (Patio Home Residential) District" in Subsection 14.10 (Use Chart), as it exists or may be amended.

2.2.1.3 Area, Yard, and Bulk Requirements

The following area, yard, and bulk requirements apply to all development in the SF-U District:

Chart 1: Building Requirements, Single Family Urban District

1. Minimum Requirements for Lot Area, Width and Setback		Lot area: 4,000 sq ft
		Lot width: 40'
		Lot depth: 90'
		Front setback (front-loaded garage): 20' (garage); 10' (building)
		Front setback (rear-loaded garage): 10'
		Rear setback (front-loaded garage): 10'
		Rear setback (rear-loaded garage): 20'
		Side setback (of corner lot): 5' or 0'/10' (15')
2. Other Regulations	(a) Floor Area	Total floor area shall not be less than 1,000 square feet.
	(b) Landscaping Requirements	1. Refer to Subsection 14.04.006 City of Sherman Zoning Ordinance for landscaping requirements. 2. Lots have setbacks of ten (10) or less no front yard trees shall be required. 3. Lots having building setbacks of greater than (10) feet one (1) front yard tree shall be required.

2.2.2 SF-UA, Single Family Urban Attached District

2.2.2.1 Purpose

The Single-Family Urban Attached (SF-UA) District is intended to provide for a variety of residential housing types and densities on individually platted lots or multiple units on a single lot. The district standards shall conform to the requirements of the base zoning district R-TH (Townhome Residential), as it exists or may be amended, except as otherwise provided by this Ordinance.

2.2.2.2 Permitted Uses

Those uses indicated as being permitted in the "R-TH (Townhome Residential) District" in Subsection 14.10 (Use Chart), as it exists or may be amended.

2.2.2.3 Area, Yard, and Bulk Requirements

SF-UA zoned portions of the property shall be developed in accordance with the standards in the SF-U District or in accordance with the following SF-UA standards:

Chart 2: Building Requirements, Single Family Urban Attached District

1. Minimum Requirements for Lot Area, Width and Setback		Lot area: 1200 sq. ft.
		Lot width: 20'
		Lot depth: 60'
		Front setback (front-loaded garage) 1. Lots width of 25' or more: 20' 2. Lots less than 25' wide shall not have front loaded garages.
		Front setback (rear-loaded garage): 10'
		Rear setback (front-loaded garage): 15'
		Rear setback (rear-loaded garage): 20'
		Street side setback: 15'
		Interior side setback: 0'
2. Other Regulations	(a) Maximum Building Length	The maximum allowable building length shall not exceed 20 homes in a row.
	(b) Landscaping Requirements	1. Refer to Subsection 14.04.006 City of Sherman Zoning Ordinance for landscaping requirements; 2. Lots have setbacks of ten (10) or less no front yard trees shall be required. 3. Lots having building setbacks of greater than (10) feet one (1) front yard tree shall be required.

2.2.3 VMU, Vertical Mixed-Use District

2.2.3.1 Definition; Purpose

A Vertical Mixed-Use (VMU) District allows for vertical mixed-use buildings in which the ground floor of residential buildings shall be built to combine commercial-ready standards for retail, office and/or residential uses. The floors above the ground floor are occupied residential or office units. The VMU district standards shall conform to the requirements of the base zoning district C-1 (Retail Business), as it exists or may be amended, except as otherwise provided by this PD and further restricted or excepted herein.

2.2.3.2 Permitted Uses

1. The permitted uses of the ground floor portion of each building shall be those uses indicated as being permitted in the "C-1 (Retail Business) District" in Subsection 14.10 (Use Chart), as it exists or may be amended. Retail uses, excluding offices, shall be limited to the ground floor and a maximum of 15% of the building. Offices shall be limited to the bottom 3 floors of a building.

2. The following uses below are permitted within the Vertical Mixed-Use District in addition to the permitted uses "C-1 (Retail Business) District": Farmers market, indoor or outdoor, Food truck lot (with an SUP), Minor Convenience Store without Gas Pumps, Private Clubs (with an SUP), Tattoo studio (with an SUP), Dwelling, Multi-family.
3. Live/work units, defined as a residential unit consisting of both an office and a residential component that is occupied by the same resident, may count toward the mixed-use requirements.
4. Standalone commercial buildings are not allowed. A building must be either a single-use residential building or mixed-use building.

2.2.3.3 Area, Yard, and Bulk Requirements for Housing Types

The following area, yard, and bulk requirements apply to all residential developments in the VMU District:

Chart 3: Building Requirements for Vertical Mixed Use Building, Vertical Mixed Use District

1. Minimum Requirements for Lot Area, Width and Setback		Lot area: 8,000 sq ft
		Lot width: 80'
		Front setback: 12'
		Side setback: 0'
		Rear setback: 10'
	(a) Floor Area Minimum, Dwelling	Efficiency Unit: 430 sq ft per unit
		One-Bedroom Unit: 500 sq ft per unit
		Two or more bedroom unit: 750 sq ft per unit
	(b) Building Area	The maximum allowable building area, including main and accessory buildings, shall not exceed 80% of the gross area of the lot or tract of land.
	(c) Height Regulations	1. No building shall exceed 80'.
		2. An additional 10-foot front yard setback is required for that portion a structure over 60' in height.
	(d) Parking Regulations	Parking lots must be located behind front building facades or inside of the building itself.
	(e) Maximum Density	1. 65 dwelling units per net acre, single use
		2. 85 dwelling units per net acre, mixed-use
	(f) Minimum Building Separation	1. If project is a wrap, podium, or similar more urban style development with alternate access to parking, the setbacks and building separation may be on 0' on the "interior" lot lines of the project.

2.3 COMMERCIAL STANDARDS

2.3.1 C-1, (RETAIL BUSINESS) DISTRICT

2.3.1.1 Purpose

The C-1 (Retail Business) District standards shall conform to requirements for base zoning district C-1 (Retail Business), as it exists or may be amended, except as otherwise provided by this Ordinance.

2.3.1.2 Permitted Uses

Those uses indicated as being permitted in the "C-1 (Retail Business) District" in Subsection 14.10 (Use Chart), as it exists or may be amended.

The following uses also are permitted within the C-1 (Retail Business) District: Farmers Market, indoor or outdoor, Food Truck Lot (with an SUP), Convenience Store with Gas Pumps, Private Clubs (with an SUP), Tattoo Studio (with an SUP), and Vertical Mixed-Use.

2.3.1.3 Area, Yard, and Bulk Requirements

C-1 zoned property may be developed in accordance with the standards in the VMU District for mixed-use buildings or in accordance with the following standards:

Chart 4: Building Requirements for C-1 (Retail Business) District

1. Minimum Requirements for Lot Area, Width and Setback		Lot area: 8,000 sq ft
		Front setback: 1. 10' if no parking occurs between the building and R.O.W; 2. 25' if parking occurs between the building and R.O.W.
		Side setback: 0'
2. Other Regulations	(a) Building Area	The maximum allowable building area, including main and accessory buildings, shall not exceed 80% of the gross area of the lot or tract of land.
	(b) Parking Regulations	1. Parking lots must be located behind front building facades or inside of the building itself. 2. Refer to Section 4.5 Parking.

3 ARCHITECTURAL STANDARDS

The Architectural Standards section will govern all architectural elements and treatments related to the roofs, service areas and other elements and standards.

3.1 SF-U AND SFA-U DISTRICT DESIGN STANDARDS

1. Residential buildings shall front onto public streets and sidewalks.
2. No blank walls shall face public streets.
3. Overall, walls and roofs should include separations, changes in plane and height, and architectural elements to add visual details.
4. Facade
    a. Exterior wall construction for residential structures shall consist of a minimum of 70% of the following building materials:
        (a) Masonry
        (b) 3-step stucco
        (c) Glass
        (d) Cementitious plank siding
        (e) Wood siding
    b. A maximum of 15% of any exposed exterior wall may consist of Exterior Insulation and Finish Systems (EIFS).
5. Residential Development Signage: each Residential development shall be allowed one monument sign with a maximum height of 12’ and maximum effective area of 60 square feet at each entry into the Development. Related architectural features (such as clock towers, obelisks, etc.) may be 16’.
6. Residential Development Lighting: the design of the building’s exterior light fixtures shall be architecturally compatible to the character of the development.

3.2 VMU AND C-1 DISTRICT DESIGN STANDARDS

This section includes descriptions and standards for the Vertical Mixed Use and the Commercial District.

3.2.1 Core Principles of Mixed Use Development

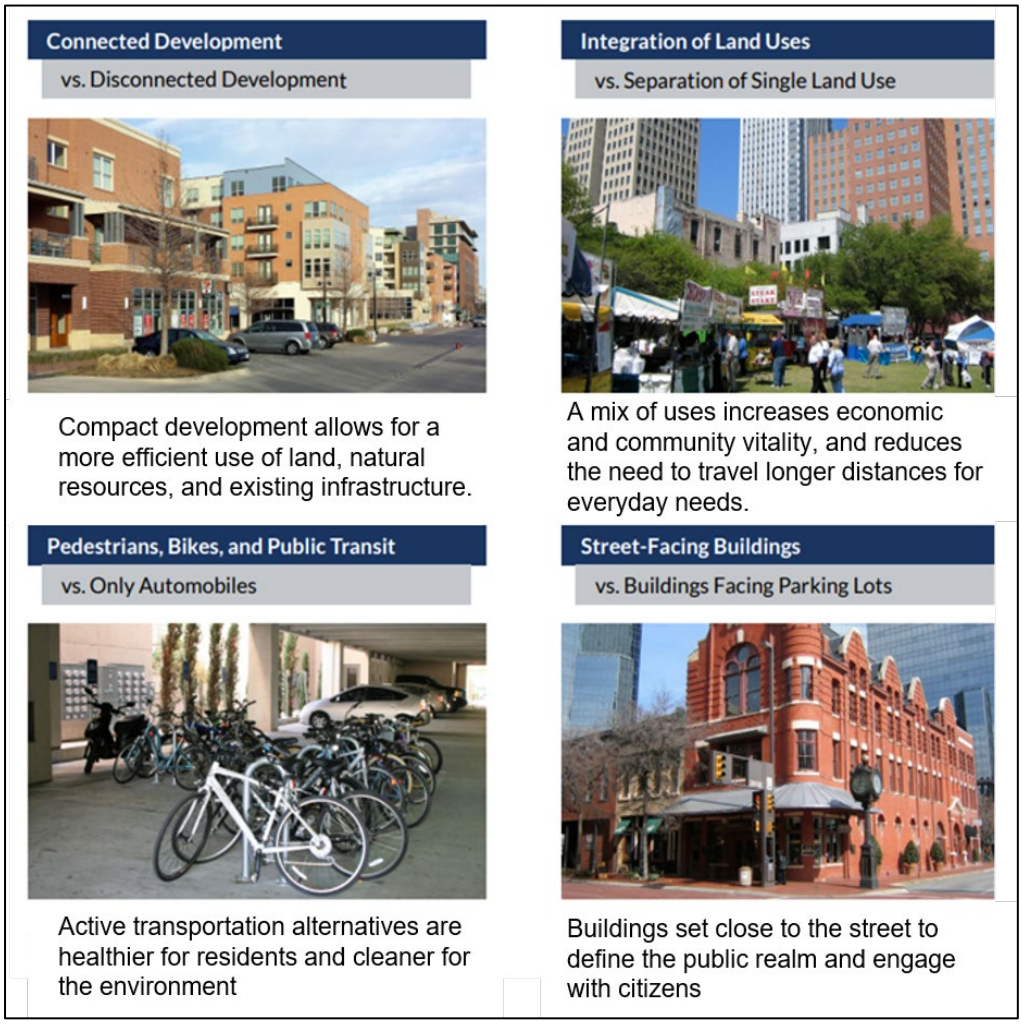


Figure 1: Visual examples of the core mixed-use design principles

3.2.2 Building Placement Guidelines

1. The building must be pulled up to the street. Primary entrances must be prominent and street-facing.
2. No on-site surface parking lot is permitted between the building and the street.
3. On-site surface parking areas must be located to the rear of the building.
4. Surface parking shall not be permitted between a building front and the street, with the exception of angled, perpendicular, or parallel parking that is designed to function as on-street parking.

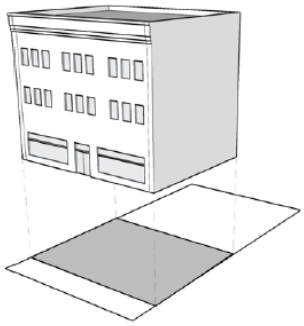


Figure 2: Illustration of Vertical Mixed Use building placement

3.2.3 GUIDELINES FOR ALL BUILDINGS

The following are guidelines for all buildings in the VMU and C-N Districts.

3.2.3.1 Façade Variation

3.2.3.1.1 Articulation

Each building oriented to a publicly accessible street or open space must incorporate architectural elements to add interest, create shadow and excitement, and provide articulation.

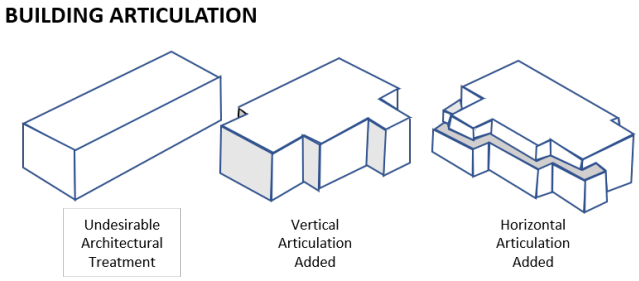


Figure 3: Illustration of articulation

3.2.3.1.2 Variation

Buildings facades shall have no more than 30' horizontal or 40’ vertical space without a feature in order to add scale to a structure and break up large expanses of unadorned walls. Such breaks may include, but are not limited to recesses, projections, windows, roofs, alcoves, porticoes, oriels, awnings, galleries, banding, change in building materials, building façade insets, artwork, etc. Commercial ground floors may substitute glass walls for first floor articulation.

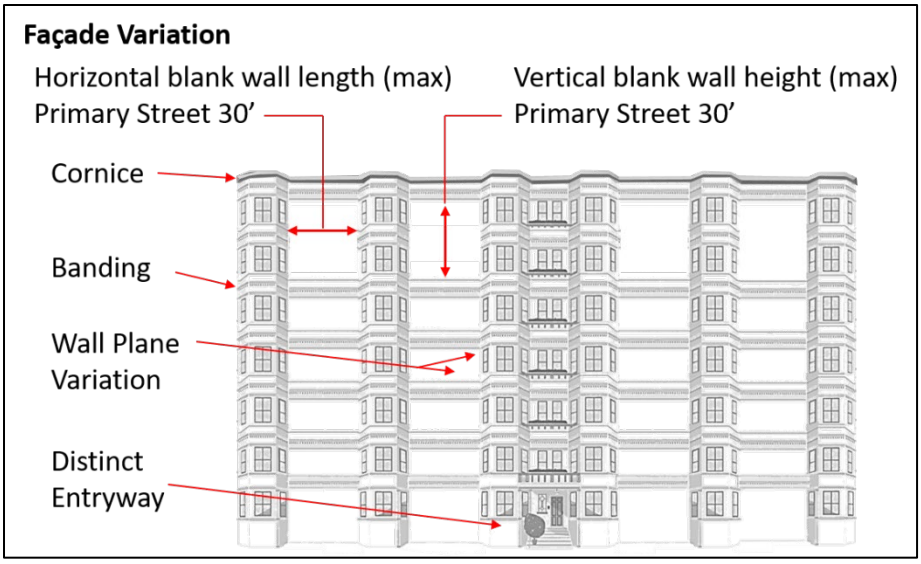


Figure 4: Illustration of façade variation

3.2.3.1.3 Exceptions to Articulation and Variation Guidelines

Articulation and variation requirements shall be waived on ground floor façades that consist of at least 75% transparent walls.



Figure 5: Example of articulation and variation exception

3.2.3.2 360-Degree Architecture

Blank walls are not desired; therefore all sides of a building shall incorporate architectural features complimentary to the overall building design and primary building façade. Buildings may have primary and secondary façades that are treated differently with similar complimentary materials and colors.

3.2.3.3 Transparency in buildings with ground floor commercial use

1. The ground floor façade shall have transparent surfaces covering a minimum of 60% of the street-fronting, street-level.
2. Transparent treatments shall encourage interaction between the pedestrian and the ground-story space and allow pedestrians to view activities inside the building or displays related to those activities.
3. Transparent surface area must allow views into the ground-story use for a depth of at least 4'.

4. The transparent material must be clear or unpainted, or, if treated, must be translucent. Spandrel glass or back painted glass does not comply with this provision.
5. No more than 25 continuous linear feet of street-fronting façade may lack a transparent surface (e.g. a window or a transparent door).

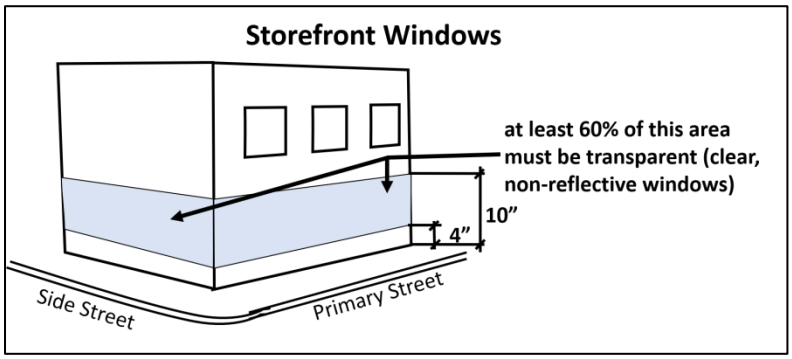


Figure 6: Illustration of commercial use transparency

3.2.3.4 Building Materials

A combination of materials, textures, colors, and finishes shall be utilized to create visual interest.

3.2.3.4.1 Façade Building Materials

Durable synthetic building materials that convincingly match the appearance of natural building materials may be used as a primary building material. Not less than 60% of all building facades (not including door and window areas) facing publicly accessible streets or open space shall be constructed of the following materials:

(a) Stone
(b) Brick
(c) Colored and textured masonry product designed to simulate brick or stone
(d) Architectural tile
(e) Embossed or pre-finished architectural metal panel
(f) Stucco
(g) Glass block
(h) Terra cotta
(i) Patterned pre-cast concrete
(j) Cement plaster
(k) Cement board siding
(l) Cast stone or prefabricated brick panels
(m) Split-face block
(n) Concrete finishes or precast concrete panels (tilt wall) incorporating exposed aggregate, hammered, or sandblasted surfaces, or covered with a decorative cement-based acrylic coating
(o) Non-durable building materials such as EIFS (Exterior Insulation and Finish System) may not be used in the first three feet above sidewalk level of a building.

3.2.3.4.2 Accent Building Materials

In addition to the above materials, acceptable accent materials include decorative precast concrete block, metal, stone, cladding, and glass block

3.2.3.4.3 Façade Materials, Maximum

Excluding the area for doors and windows, no single cladding material may constitute more than 70% of the total surface area of a street-facing façade. Smooth-face concrete masonry units are prohibited on street-facing façades.

3.2.3.4.4 Facade Colors

Building trim and accent areas may feature brighter colors, including primary colors when complementary to the coloration of the primary facade and consistent with the architectural design of the building.

3.2.3.5 Murals and Graphic elements

Murals, art, and other graphic elements not containing a commercial message are allowed on all buildings and no permit is required to install these elements provided that the graphic was included as part of the building permit for the structure to which it is attached. A mural shall be determined to have a **commercial message if it is an** advertisement intended to sell or promote goods, services. Murals and graphic elements shall not be counted toward allowed sign area.



Figure 7: Example of murals and graphic elements

3.2.3.6 Blank Wall Treatment

Blank walls may not be the primary façade on any building. All sides and areas of buildings that are visible to the public should be treated with materials, finishes, architectural details, or graphic elements that are of high-quality and appropriate for use on the primary street-facing façade.

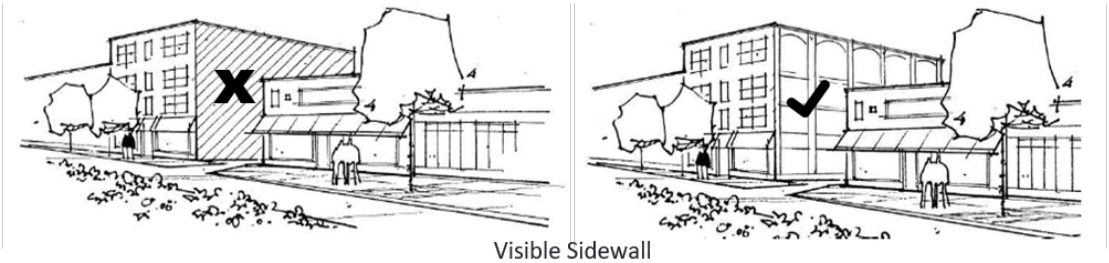


Figure 8: Example of blank wall treatment

3.2.3.7 Building entries

1. All street-fronting street-level portions of a building must have windows and primary entrances facing the street.
2. The primary entrance of a building shall have a clearly defined, highly visible customer entrance with distinguishing features.
3. The principle building must have its main entrance from a public sidewalk, plaza, or from a private sidewalk or plaza that is publicly accessible through a public use easement.
4. Primary entrances shall not be from a parking lot.
5. Clearly defined secondary entrances from parking lots are desirable.

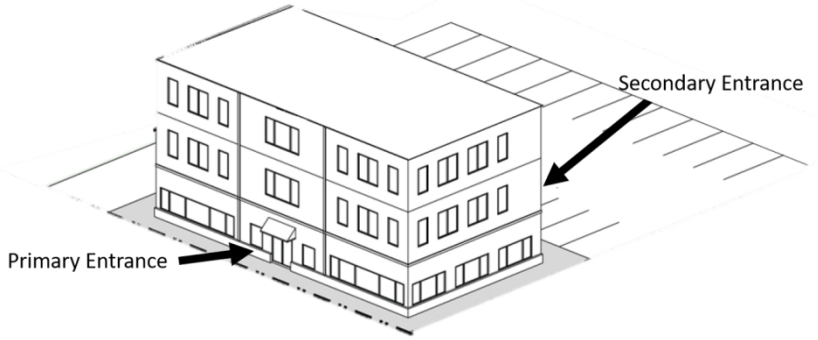


Figure 9: Illustration of primary and secondary entrance

6. All public building entrances for commercial developments and primary entrances for residential units must incorporate design features that protect pedestrians from the sun and rain.
7. Each retail use with exterior ground level exposure along a street or public space shall have an individual public entry from the street or public space.
8. Building entrances may include doors to individual shops or businesses, lobby entrances, entrances to pedestrian-oriented plazas or courtyard entrances to a cluster of shops or businesses.
9. Entrances to corner buildings with ground floor retail uses shall be located at the corner of the primary street and shall have chamfered building corners at least ten feet from the corner setback. Building corner chamfers may be limited to the street level story.

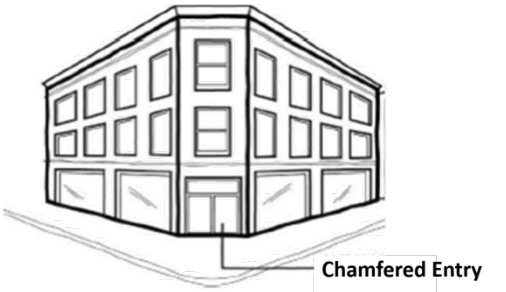


Figure 10: Example of a chamfered entry

3.2.3.8 Sign Regulations

The purpose of this section is to regulate signs to ensure consistency with the urban pedestrian-oriented nature of this district, and the dense, compact development. When a sign is erected or placed before a permit is obtained, the permit fee shall be double.

3.2.3.8.1 Compatibility with Building Architecture

Signs should generally be designed to be compatible with the architectural composition of the building and the district and not obscure any architectural accent, pattern, or object on the original structure.

3.2.3.8.2 Sign Materials

Sign finish materials shall be one of the following:

(a) Metal, painted or enameled.
(b) Cold cathode tube (neon).
(c) Carved relief in stone or cast stone.
(d) Wood or carved wood which is painted or sealed.

3.2.3.8.3 Electronic and Lighted Signs

1. Buildings and signs may be illuminated by remote light sources provided that these light sources are shielded to protect adjacent properties.
2. No illuminated sign may contain flashing or moving elements.

3.2.3.8.4 Pedestrian Clearance

A minimum clearance of seven feet shall be maintained below signs that are located over a walkway area measured from the walkway surface to the lowest part of the sign. (Exception: projecting signs that extend no more than 20 inches from a wall.)

3.2.3.8.5 Signs Exempt

Signs with a sign area under four square feet and used in the operation of a business, such as hours of operation, credit cards accepted , and parking information shall not require a sign permit.

3.2.3.8.6 Signs Allowed/Prohibited

The following signs shall be allowed:

1. All signs specifically permitted in Section 3.2.3.8.7

The following signs are prohibited:

1. Any sign that includes flashing, blinking, rolling, revolving, or is put into motion by the atmosphere will not be permitted.
2. Portable signs, except for a-frame or sandwich board signs, will not be permitted.
3. Billboards

3.2.3.8.7 Permitted Signs

1. A-frame/Sandwich Board Sign
2. Armature Sign
3. Awning Sign
4. Directory Sign
5. Hanging Sign
6. Institution Sign
7. Marquee Sign
8. Mural Sign
9. Onsite Directional Sign
10. Projecting Sign
11. Wall Sign - Attached
12. Window Sign

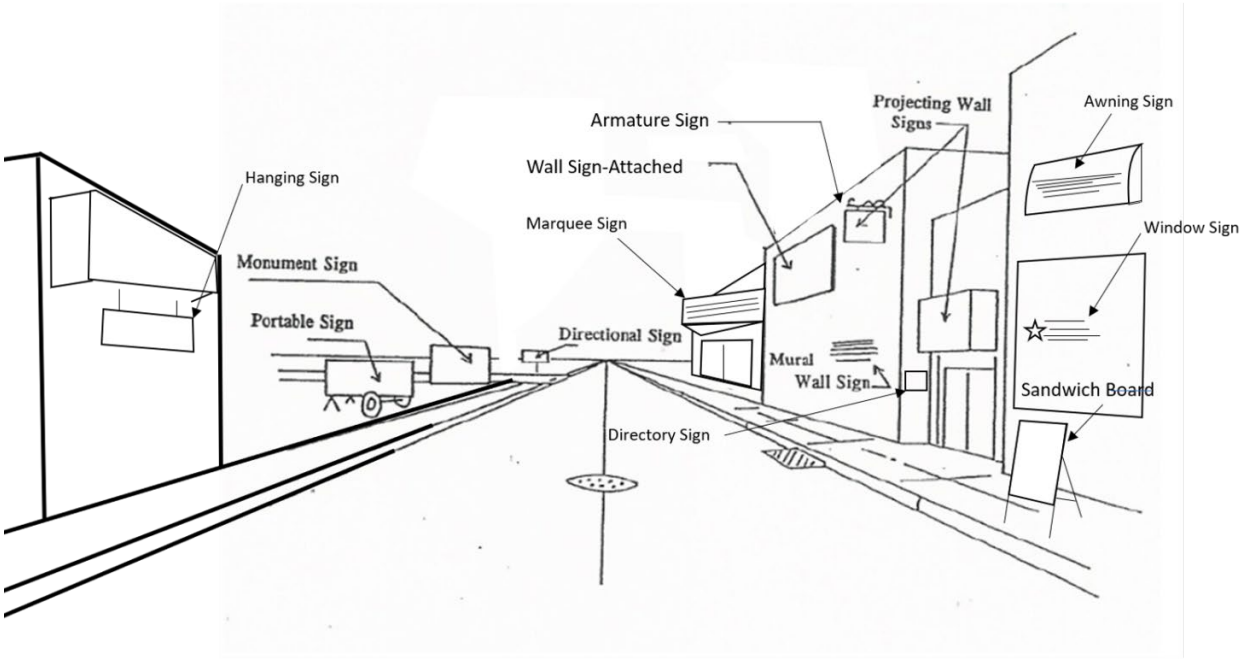


Figure 11: Illustration of sign types

3.2.3.8.8 Sign Standards

3.2.3.8.8.1 General

1. Each business with direct first floor access is permitted one hanging, awning, or wall sign and one armature sign per street frontage.
2. Rear entry to a business shall have signage to orientate customers.

3. The sign area shall be calculated based on the width of the building's facade to which the sign is attached. The maximum permitted sign area for a single business or single storefront shall be three square foot per linear foot of business frontage along a public street or alley. The width of the sign structure shall not exceed the width of the building's linear frontage. The maximum height of the sign structure shall not exceed one-third of the total height of the wall to which it is attached.

3.2.3.8.8.2 A-frame/Sandwich Board Signs

No more than one a-frame or sandwich board sign per business shall be allowed, and a minimum of four feet of clear sidewalk shall be maintained at all times. The sign shall be sufficiently weighted or anchored to prevent movement by wind or other elements. No a-frame or sandwich board sign shall exceed eight square feet per face or four feet in height. The entire sign structure shall be calculated as the total of sign area.

3.2.3.8.8.3 Armature Signs

The sign area of any one face shall not exceed 16 square feet in area. The maximum height of an armature sign structure shall be six feet. The maximum width shall be four feet. An armature sign may be placed adjacent to the public right-of-way provided it does not encroach on the sight visibility triangle and is a minimum of six feet from the outside curb line.

3.2.3.8.8.4 Awning Signs

The awning sign shall be located within the center 75% of the frontage of the awning, the tenancy, or the building face, whichever is least. Awning signs must maintain a minimum border of one inch between the letters or logo and the edge or a change of plane.

3.2.3.8.8.5 Building Identification Signs

Each building is permitted one building identification sign per abutting street. Building identification signs shall be considered as projecting signs or wall signs, attached or painted.

3.2.3.8.8.6 Directory Signs

On multi-tenant buildings where there are two or more tenants without direct outside access to a public street, a directory sign may be allowed. One directory sign per street, alley, and entry is permitted. A directory sign may take the form of an armature sign, projecting sign on ground floor of a building, or wall sign on ground floor of a building and must follow the regulations for each. A directory sign may contain four square feet, with an additional one-and a-half square feet, for each tenant having a separate lease space, up to a maximum area of ten square feet.

3.2.3.8.8.7 Hanging Signs

Hanging signs must maintain a minimum clearance of seven feet above the sidewalk and one foot from the curb. No hanging sign area shall exceed six square feet in area per face.

3.2.3.8.8.8 Marquee Signs

Marquee signs shall be permitted only on a theater or performance hall. Only two marquee signs shall be allowed for each building containing a theater or performance hall .A marquee sign may have backlighting, exposed incandescent bulbs, or neon lighting. Marquee signs must

not exceed eight feet in height and must maintain a minimum clearance of eight feet above the sidewalk.

3.2.3.8.8.9 Mural Signs

The provisions of this subsection shall not apply to Murals and Graphic Elements included as part of the building permit for the structure to which it is attached. Scanner murals, art, and other graphic elements advertising a business shall have a backing frame or support and shall counted toward allowed sign area for that business and meet the general guidelines for signage. Murals for advertising a business shall not be painted on the surface of the building.

3.2.3.8.8.10 Onsite Directional Signs

Onsite directional signs shall not exceed eight square feet or 30 inches in height and shall not contain advertising.

3.2.3.8.8.11 Projecting Signs

Projecting signs greater than 20 inches in width must maintain a minimum clearance of seven feet above the ground or sidewalk and two feet from the curb. A projecting sign must not extend above the wall to which it is attached. A projecting sign located within seven feet of the ground or sidewalk shall not exceed five square feet in area per face. The area per face of a projecting sign located over seven feet above the ground or sidewalk shall be calculated based on the total height of the wall to which the sign is attached at one square foot per one foot of wall height. The maximum height of the total sign structure shall not exceed one-third of the total height of the wall to which it is attached and shall not project more than six feet.

3.2.3.8.8.12 Wall Signs - Attached

An attached wall sign must be mounted parallel to the wall surface. Attached wall signs may not project more than six inches from the wall surface.

3.2.3.8.8.13 Window Signs

No window sign or signs shall cover more than 25% of any individual window. Window sign area shall not exceed 40 square feet on any facade.

3.2.3.8.8.14 Institution Signs

Institution signs shall not exceed 32 square feet with a maximum height of six feet, and shall be monument-type signs.

3.2.3.9 Roof Types

All roof types are permitted. When flat roofs are used, a wall having a three-dimensional treatment shall conceal them.

3.2.3.10 Loading Areas

1. Loading and refuse collection areas shall not be permitted between buildings and streets. Loading areas and refuse collection areas shall not face toward any street and must be screened from view of public and private streets and rights of way.
2. Streets shall not be used directly for loading, unloading.

3. Buildings and improvements upon lots must be designed to properly accommodate loading, unloading, and refuse collection.
4. At least one off street loading space shall be provided and maintained on the same lot with every building or part thereof having a gross floor area of 10,000 square feet or more.
5. Off street loading spaces may not block use of required parking space areas of site or adjacent sites.
6. All loading and unloading shall be performed on the site. Such on site loading areas shall be in addition to required off street parking and shall not be located within driveways.
7. Each loading area shall be not less than 12' wide, 25' long, and if enclosed or covered, 14' high. Adequate turning and maneuvering space must be provided on the site.

4 LANDSCAPE STANDARDS

The following standards shall apply to the development of private and public areas of green space and landscape elements such as signage, lighting, screening, and parking.

4.1 SIGNAGE AND WAYFINDING

1. Unless specifically addressed in this Ordinance, the signage and wayfinding shall conform to the Sign Requirements set forth in the city of Sherman Code of Ordinances. A sign plan is required at the time of Detailed Site Plan submittal. A wayfinding system providing directional and informational signs that are attractive, clear and consistent in theme, location, and design shall be allowed. Wayfinding and signage may conform generally to the design pallet, theme, and architectural elements of the Development.
2. Upon submittal of an acceptable sign plan, the Director may recommend alternative wayfinding and signage requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommend by the developer and consistent with this PD.
3. A Development identification element at the main entrances to a district may have signage or artwork that is up to 30’ tall and have other related features such as planters, trellis elements, water features, statues, monuments or other features to enhance and add character to the Development.

4.2 LIGHTING

4.2.1 PEDESTRIAN TRAILS

Sidewalk lighting with standard poles, pedestrian height poles, bollards and /or wall mounted fixtures are allowed on pedestrian trails.

4.2.2 STREETS

Decorative or themed lighting to create a special pedestrian street environment will be allowed. Use of landscaping, signage, and seating may be used in conjunction with the themed lighting to create a pedestrian street environment.

4.2.3 PARKING LOT

Standard poles and fixtures shall be compatible with the architecture of the building.

4.2.4 STREET LIGHTING

1. All new developments should provide pedestrian scaled streetlights where feasible.
2. All alleys should have lights mounted on outbuildings or garages.
3. Outdoor lighting should create and encourage a pedestrian friendly environment.
4. Street lighting should be designed to be appropriate to its neighborhood identity.
5. Lighting poles may be alternating sequence from one side of the street to the other, to ensure continuous light pockets.
6. Lamp posts should be placed within a minimum of one foot from the sidewalk.
7. To create a consistent and pleasing character throughout the Development, where applicable, the style of the street fixtures should be consistent.

4.3 FENCES AND SCREENING

The purpose of these standards is to promote walkability and a sense of community, by creating a visually open look that encourages human interaction and mobility.

1. All uses within the VMU and C-N districts shall provide a screening device as an enclosure for garbage and trash containers.
2. The districts or a group of buildings within the districts may not be walled, fenced, or restricted from general public access.
3. To promote an inclusive and walkable community experience, complexes and subdivisions with perimeter fencing along public streets are prohibited.

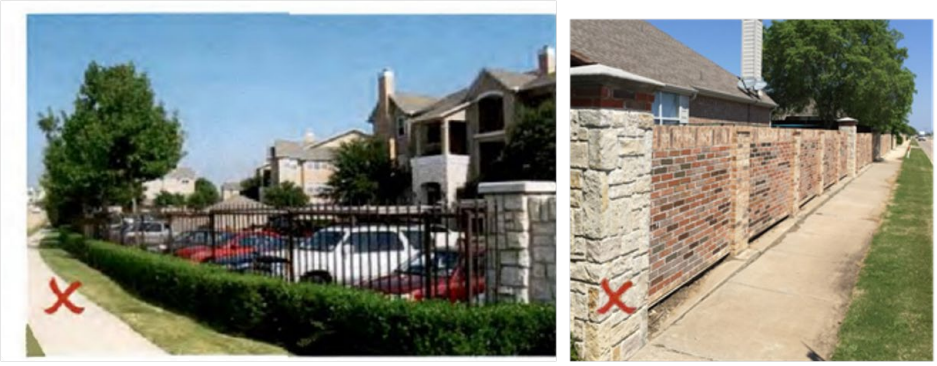


Figure 12: Example of prohibited perimeter fencing

4. Excluding SF-U and SF-UA rear yard fencing, all fences and walls along public street frontage or public open space cannot be taller than 4’ and must be open style.



Figure 13: Example of open style fencing

5. Exterior fences and gates located along public streets, along private streets or walkways that are publicly accessible through a public use easement, or along publicly accessible open space shall not extend beyond building facades.
6. For a private residential patio or yard, or a commercial outdoor dining area, a fence, railing, or low wall may extend beyond the building facade if the following requirements are met:
    a. Fences, railings, and walls must not exceed 4’ in total height as measured from the ground to the top of the fence, railing and/or the wall however;
    b. For elevated residential stoops the total fence, railing, and/or wall height must not exceed 5’ total.
7. Roof-based mechanical equipment shall be screened from view of adjacent properties and public rights-of-way.
8. Visual screening of trash and machinery shall be regulated by Subsection 14.04.003 City of Sherman Zoning Ordinance.

4.4 PARKING

Upon submittal of an acceptable comprehensive parking plan the Director may recommend alternative parking requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval.

4.4.1 ON-STREET PARKING

The presence of parked cars provides a physical barrier between traffic lanes and sidewalks, thereby lessening the impact of moving traffic on pedestrians. On-street parking also facilitates food delivery and encourages safe passenger drop off and pickup.

1. On street parking is permitted in all areas.
2. On-street parking within 200’ of a lot shall be counted toward the total required parking for that lot.

4.4.2 OFF-STREET PARKING

1. Off-street parking shall not be permitted between a building front and the street.

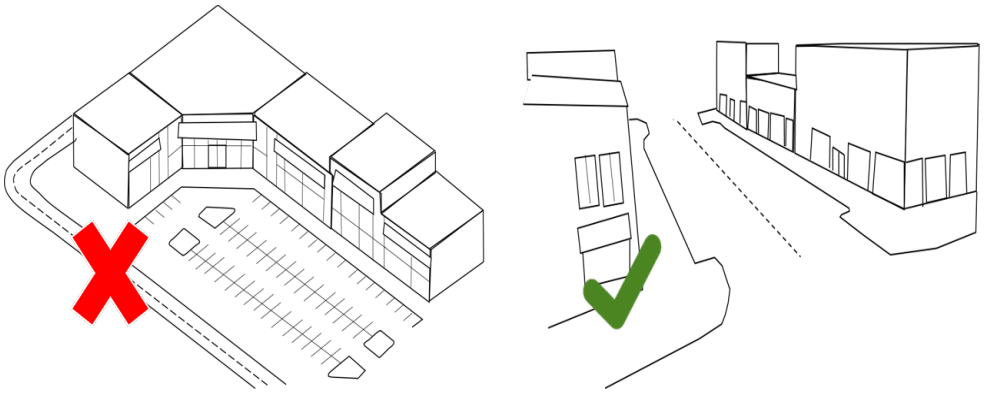


Figure 14: Illustration of prohibited off-street parking and permitted on-street parking

2. One full level of a multi-level parking structure at or below grade must be open for general public parking.

4.4.3 Minimum Parking Requirements

1. Refer to Subsection 14.04.003 City of Sherman Zoning Ordinance, as it exists or may be amended, for parking regulations for minimum requirements.
2. Walk-up ATMs require no parking.

5 PARKS, TRAILS AND OPEN SPACE STANDARDS

Parks and Open Space Standards will demonstrate open space and park standards including types of amenities, trail connections, and the responsibility of management of parks and open space within the Planned Development.

The Open Space Guideline Plan is attached as Exhibit C and shall serve as the guiding document for the locations and types of open spaces and trails that shall be provided on the property. The exact location of each open space shall be determined at the time of the Detailed Site Plan.

5.1 OPEN SPACE

Open space is intended to retain the natural landscaping and may be enhanced to increase community enjoyment. The majority of the Open Space will remain a place of beauty and preservation to create a natural and scenic landscape.

5.2 STREETS AND SIDEWALKS

In order to improve walkability and to create a fine network of streets and sidewalks that accommodate bicyclists and pedestrians, providing a variety of routes for all users, streets and sidewalks shall follow the guidelines set forth below.

5.2.1 Streets

All streets must be dedicated as public streets, or if the city does not accept the dedication of some or all as public streets, the streets that have not been dedicated as public streets must be platted as private streets. All streets are to be open for public use and may not be gated or have restricted access, except as may be permitted for special events.

5.2.1.1 Street Design

Street Design must be organized into blocks created by a connected grid of streets. A variety of street types and block sizes may be incorporated to create the grid, including diagonal, off-set, and angled streets. Cul-de-sacs and curvilinear streets are prohibited, except where needed to account for major natural features or to follow the Master Thoroughfare Plan of Sherman.

5.2.1.2 Block Size

The maximum block size is 5.75 acres.

5.2.1.3 Block Length

The maximum block length is 600', with a desired typical block length of 400'. The block length is the distance along a street face uninterrupted by an intersecting street, transit right-of-way, and/or public usable open space. Block lengths can be reduced to accommodate specific site conditions or design requirements.

5.2.2 SIDEWALKS

1. Sidewalks are required on both sides of all major and minor streets.
2. Trees, landscaping, outdoor dining areas, bicycle racks, and street furniture may be placed on or within a sidewalk, but a minimum clearance width equal to the minimum sidewalk width must be maintained.
3. All walkways are to be open to the public unless designated as private.
4. In addition to concrete, alternative paving materials including, but not limited to, pavers, colored concrete, and stamped concrete are allowable materials to be used in the right-of-way.
5. Cement-stabilized sand base can be used for pedestrian walkways.

5.2.3 BIKE ROUTE

The current bike route on East Brockett Street shall continue to East Tuck Street. On-street bike routes shall be designated by signage. Where possible, bike routes should connect to existing or planned trails or sidewalks. Bike routes are encouraged.

5.2.4 CONNECTIVITY

Connections must be made to provide direct pedestrian and bicycle access from development to adjacent sidewalks, trails, parks, transit stops, and other connections where feasible. Pedestrian access must be provided by connection to any sidewalks or walkways on adjacent properties that extend to the boundaries. Access drives/aisles/access easements should be extended to property boundaries in order to provide for connectivity with future development(s).



Figure 15: Illustration of Single Family Urban & Attached Single Family Street Sections

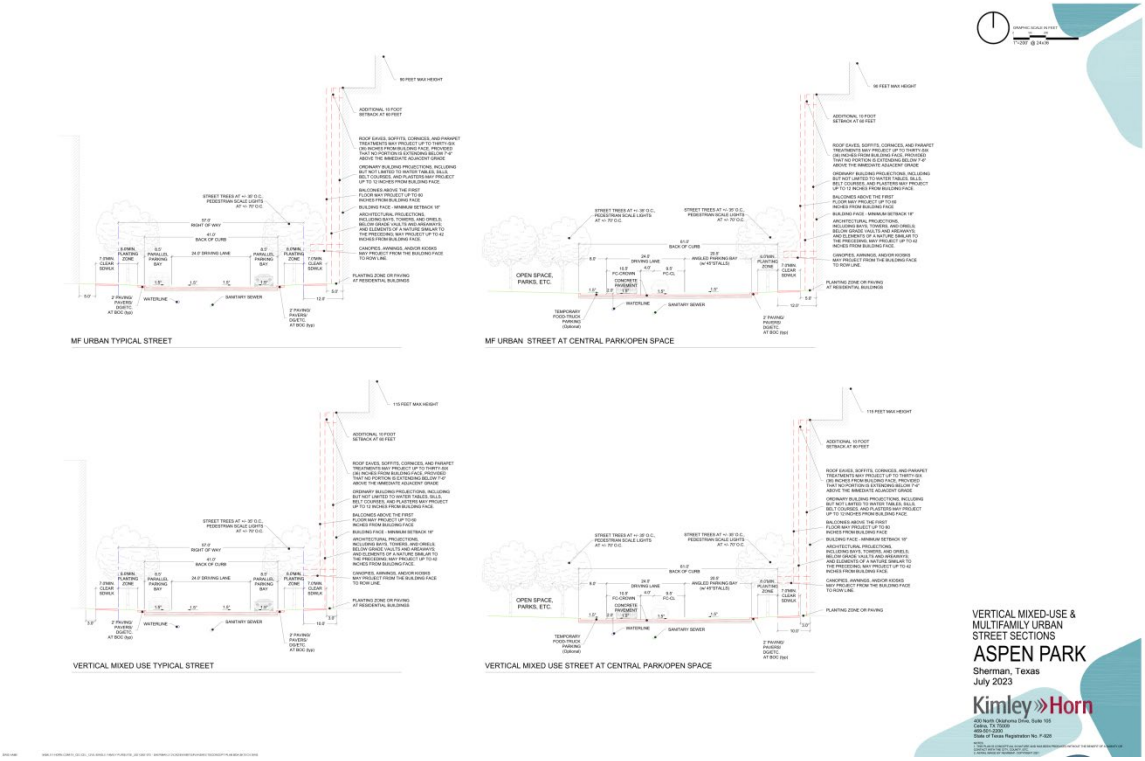
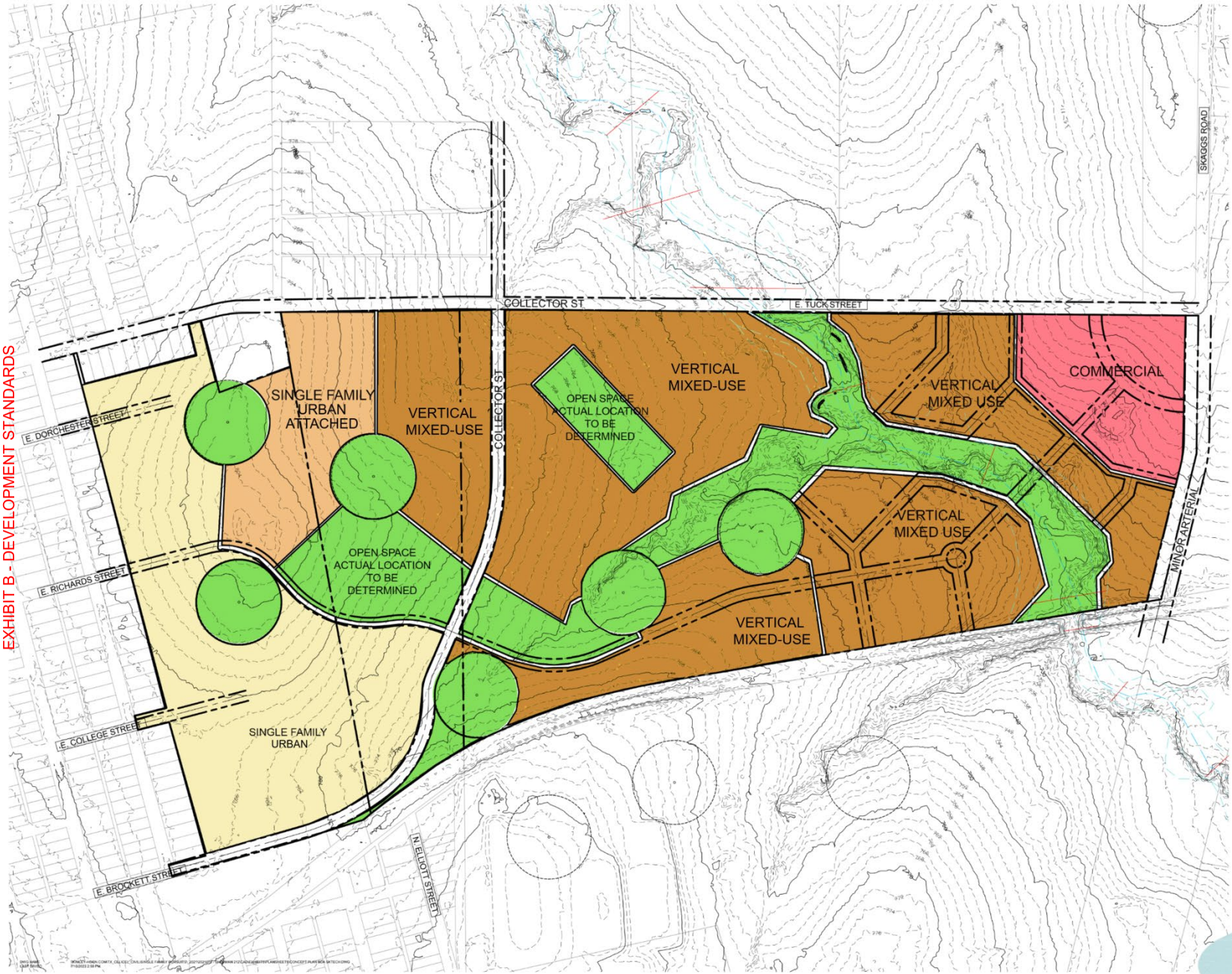


Figure 16: Illustration of Vertical Mixed-Use & Multifamily Urban Street Sections

EXHIBIT B - DEVELOPMENT STANDARDS



GRAPHIC SCALE IN FEET
1"=200' @ 24x36

UNITS	ACRES	
	40.0	Usable Open Space (18% minimum/no less than 40 acres)
	1.9	1/2 OF MINOR ARTERIAL
	11.6	COMMERCIAL
6650	91.1	VERTICAL MIXED-USE (VMU)
125	11.4	SINGLE FAMILY URBAN ATTACHED (SFUA)
225	37.5	SINGLE FAMILY URBAN (SFU)
7,000		

Note:
There is a minimum open space requirement of no less than 40 acres (18%). The location of which can be flexible depending on the engineering of the site.

EXHIBIT "A"

ASPEN PARK

Sherman, Texas
July 2023

Kimley»Horn
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES
1. SITE PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2021.


Exhibit B — Open Space Guideline Plan
E. BROCKETT STREET
E. COLLEGE STREET
E. RICHARDS STREET
E. DORCHESTER STREET
N. ELLIOTT STREET
ACTIVE OPEN SPACE ACTUAL LOCATION TO BE DETERMINED
Exhibit A — Conceptual Plan
COLLECTOR ST
COLLECTOR ST
MULTIFAMILY OPEN SPACE
6' SIDEWALK CONNECTIONS
E. TUCK STREET
NATURAL OPEN SPACE ACTUAL LOCATION TO BE DETERMINED
URBAN OPEN SPACE ACTUAL LOCATION TO BE DETERMINED
MINOR ARTERIAL
SKAGGS ROAD
NOTES:
1. OPEN SPACES AND TRAIL LOCATIONS ARE APPROXIMATE AND WILL BE FINALIZED AT THE TIME OF FINAL DESIGN AND PLATTING.
2 ALL RESIDENTIAL UNITS WILL BE WITHIN A 5 MINUTE WALK (1,250 LF) OF OPENS SPACE, TRAILS, OR PARK.
EXHIBIT "B"
OPEN SPACE GUIDELINE PLAN
ASPEN PARK
Sherman, Texas
July 2023
Kimley»Horn

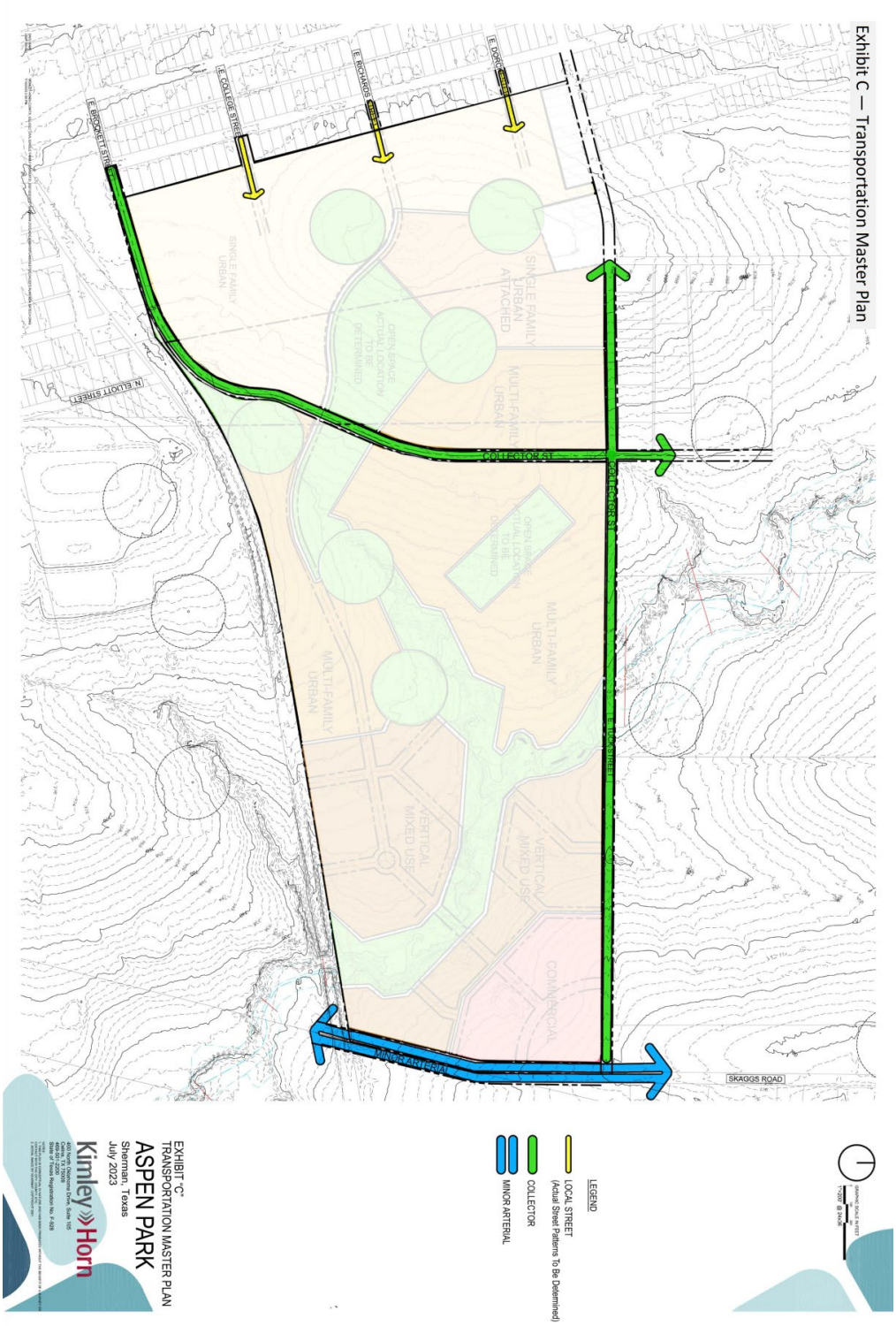


Exhibit C — Transportation Master Plan
E. BROCKETT STREET
E. COLLEGE STREET
E. RICHARDS STREET
E. DORCHESTER
N. ELLIOTT STREET
COLLECTOR ST
E. TUCK STREET
MINOR ARTERIAL
SKAGGS ROAD
SINGLE FAMILY URBAN
SINGLE FAMILY URBAN ATTACHED
MULTI-FAMILY URBAN
OPEN SPACE ACTUAL LOCATION TO BE DETERMINED
VERTICAL MIXED USE
COMMERCIAL
LEGEND
LOCAL STREET (Actual Street Patterns To Be Determined)
COLLECTOR
MINOR ARTERIAL
EXHIBIT "C"
TRANSPORTATION MASTER PLAN
ASPEN PARK
Sherman, Texas
July 2023
Kimley»Horn

AREA CALCULATIONS

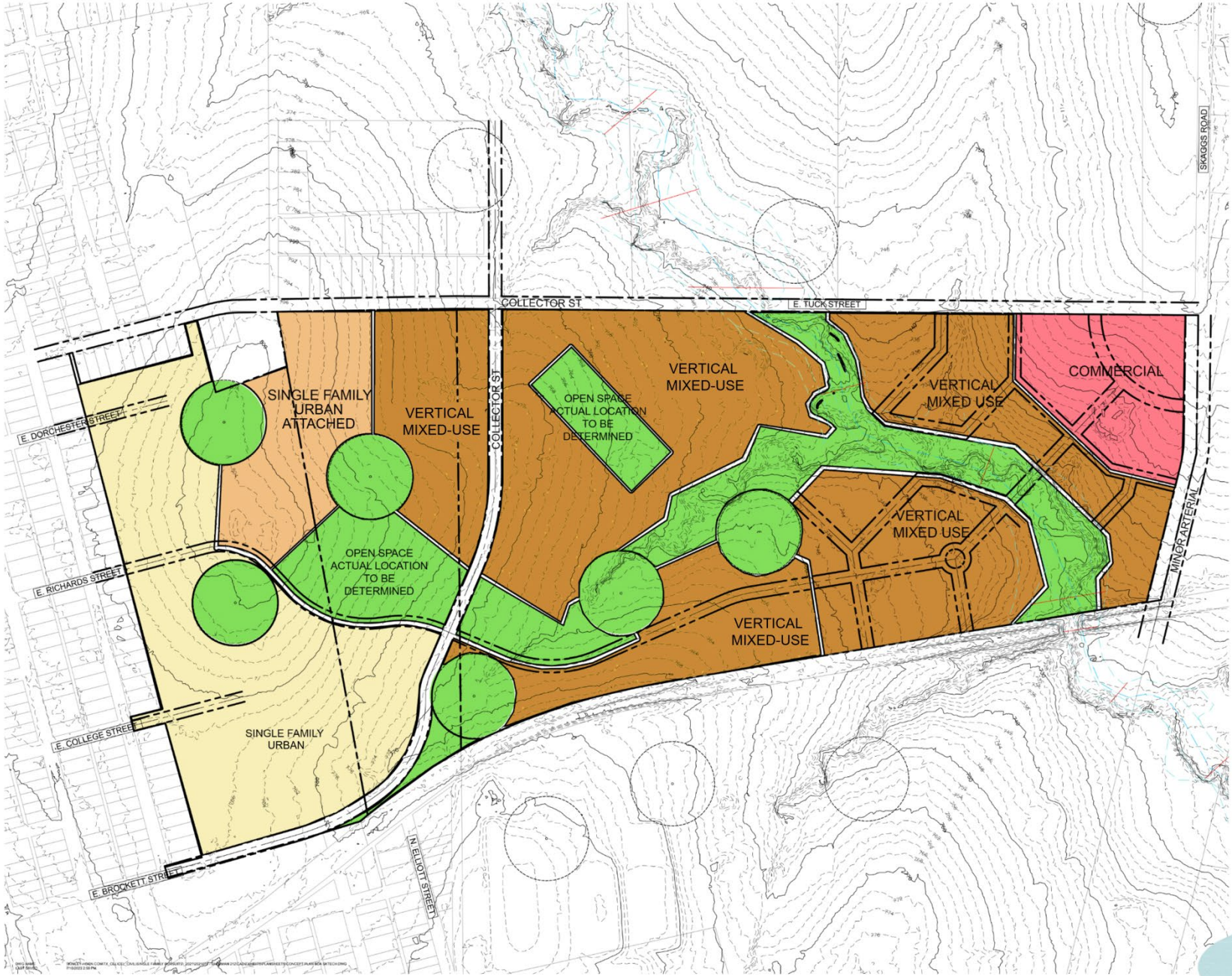
Percentage	Units	Acres	
28%		58.5	Open Space
1%		1.9	1/2 Minor Arterial
5%		11.6	Commercial
Detached	225	37.5	SF Lots
Attached	125	11.4	
VMU	6,650	36.5	MIXED-USE
	7,000	157.4	Total Acres

Single Family Urban						
225	units		4,000 sf lots	40'x90'		
@	6	u/ac				
			37.5	acres		

Single Family Urban Attached						
125	units		1,200 sf lots	20'x60'		
@	11	u/ac				
			11.4	acres		

Vertical Mixed Use						
6,650	units		300	per phase	22	phases
@	65-85	u/ac				
			91.1	acres		

EXHIBIT C - ZONING EXHIBIT



GRAPHIC SCALE IN FEET
1"=200' @ 24x36

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Note:
There is a minimum open space requirement of no less than 40 acres (18%). The location of which can be flexible depending on the engineering of the site.

EXHIBIT "A"

ASPEN PARK

Sherman, Texas
July 2023

Kimley»Horn
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES
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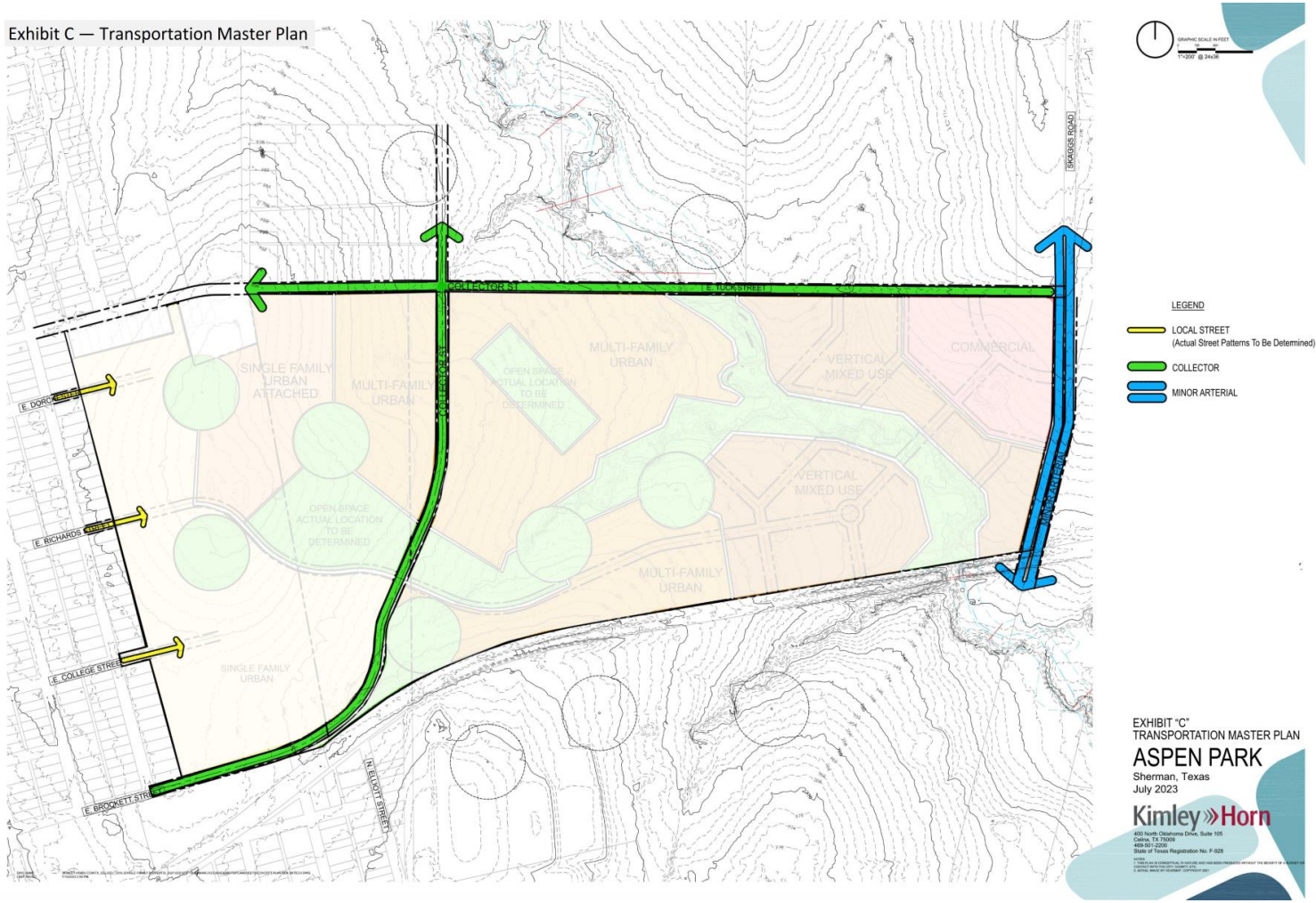
2. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2021.

EXHIBIT C - ZONING EXHIBIT



EXHIBIT C - ZONING EXHIBIT



Memo to: City of Sherman September 14, 2023

C/O: Rob Rae, AICP, Director of Development Services

Re: Aspen Park Planned Development (PD) Review

Rob,

Per the requested review of the submitted Aspen Park PD, Halff has completed two reviews of the proposal and provided a summary of concurrence in this memo with a few remaining comments to address in the PD document. Halff's review included a discussion with the applicant and technical team, as well as coordination and discussion with Sherman staff along the way.

Halff's task during this process was to review the proposed PD amendment to ensure that the final document is consistent with the City's PD ordinance. The ordinance intent is clear in its purpose statement - *"A PD district may be used to permit innovative and superior land utilization concepts not permitted by other zoning districts in this ordinance."* The applicant team at Aspen Park is aware of the PD ordinance and the zoning ordinance updates adopted in December 2022 and, after some discussion and meetings, has revised the PD to better fit the base zoning districts and simplify the PD for better implementation.

The Aspen Park PD includes multiple land uses and residential densities, including several lot variations of single-family detached and attached, plus multi-family and vertical mixed-use. This PD proposes that the development standards are mostly Sherman base zoning districts while allowing flexibility for a mix of residential product types throughout the concept plan. The PD identifies land uses allowed, elements of design, site characteristics and compatibility necessary for this type of development plan.

A street network has been designed to extend existing streets and connect to future streets. When development in this PD is achieved, particularly some of the higher-density areas, there will be impacts to the existing development nearby until connections are made to future streets. A development agreement for the site will address infrastructure provisions to ensure infrastructure adequacy for this development.

The applicants have met with Halff and the City of Sherman staff to talk about the technical aspects of the document and some improvements that are necessary along the way. There are outstanding comments and continuing conversations between staff and the applicant. Halff comments are listed on the following page, which the applicant has received and is considering (some of which are being updated now).

While there are still some comments to be addressed and some hesitation regarding the PD until they are address, Halff finds that the proposed PD will be consistent and supportive of the City of Sherman PD ordinance elements if the comments are addressed.

Reviewed by: Jordan Maddox, AICP, Director of Planning, Halff Associates, Inc.



Remaining Comments from Halff 9/7/23:

General – The table of contents is out of date considering the reduction of sections/pages in this version of the PD.

General – I would still like to see the section regarding Parks, trails and open space (former Section 5) in this PD because those provisions are now not clear as to what the City's expectations should be.

General – I don't have any exhibits in this August 11th version. The PD should have exhibits

Page 3 Chart 1 – A Rear setback of 5' on a front-loaded garage means that the primary structure of the home can be 5' from the rear property line. That means backyards are 5' and homes could be separated in a backyard by only 10'. I don't think that is the intent but could be the outcome. Please provide more clarity here. I would recommend the rear setback no less than 10'.

Page 3 Chart 1 – I recommend that any lot smaller than 40' wide be required to be a rear-loaded lot. It is simply too small to be front-loaded and the character of the neighborhood will be diminished if everyone's front yard is a driveway. Staff does not recommend any lots less than 40'. Concerned that P&Z and Council may not be supportive of a lot less than 40'.

Page 3 Chart 1 - I also recommend a minimum green space frontage for a front yard of 60%. That way a 40' lot would allow for a 16' driveway and 24' yard. Driveway could be single-loaded and smaller than 16' but no greater than.

Page 3 Chart 1 – I do not recommend the 2 (e) provision that removes the front yard tree requirement. Trees are essential to neighborhood character, shade, water conservation, and property value retention. If no front yard trees are required then it is recommended that the street section in front of the lots be wide enough to accommodate street trees.

Page 3 Chart 1 – I recommend some clarity on the side setbacks. If a zero-lot line is desired, specify Zero Lot Line 0'/10' with an additional row in the table. 15' minimum corner lot setback regardless of traditional or zero lot line.

Page 3 Chart 1 – If 2(f) please clarify the open space "usable" terminology. See prior general comment on a new lack of detail for parks, open space and trails

Page 4 Chart 2 – Same comment on 2(e) regarding no trees in front of these residences. I do not recommend this. Unless there is a provision for street trees in the ROW.

Page 4 Chart 2 – Same comment on 2(f) regarding usable open space requirements.

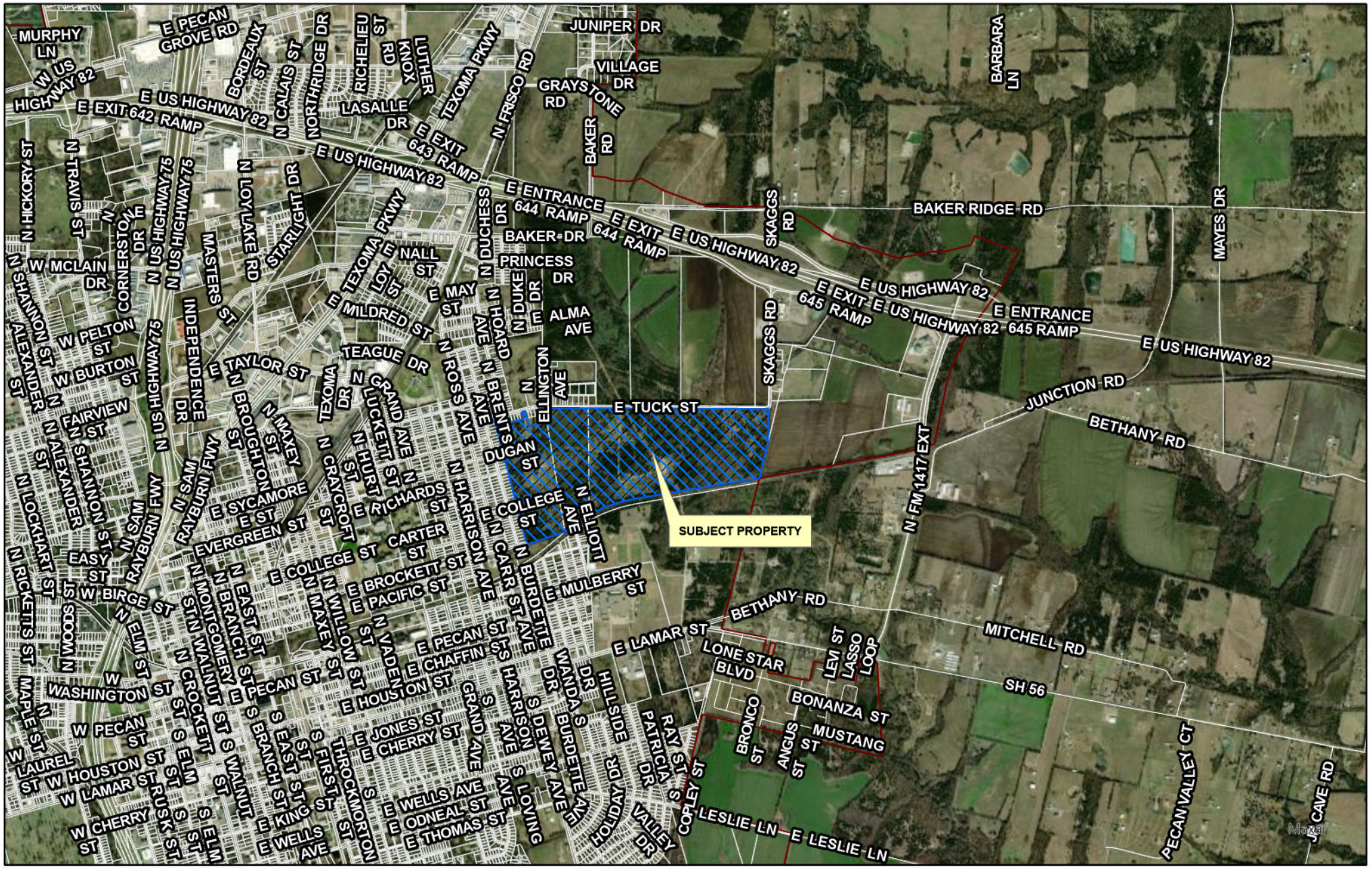
Page 5 – 2.2.3.3 – I recommend striking the 15% cap on retail use of the building. This is a C-1 district which means it anticipates retail. Retail is already limited to the first floor; further limitations could make it challenging to get viable retail businesses into these buildings. Would remove entirely.

Page 5 – 2.2.3.3 – Same comment for the office limitation. If a corporate user wanted to locate here and do a 4-5 story office building, that should be desired. Employment in a vertical mixed-use setting is great for walkability and retail viability. This restriction should be removed.

Page 5 – 2.2.3.3 – Clarify that these additional uses still require the SUP process and approval. With the words "are permitted" it may be confusing to people. "(SUP)" is parenthesis should be explained further so that everyone understands in the future that these types of businesses have a process to go through.

Page 6 – 2.3.1.1 – Is "Dwelling, Vertical Mixed-Use" defined somewhere as a use?

Page 7 – 3.1 (1) – Does "pedestrian walkways" equate to a public sidewalk?



diagrone H:\PLANNING\Public Notification KT.aprx

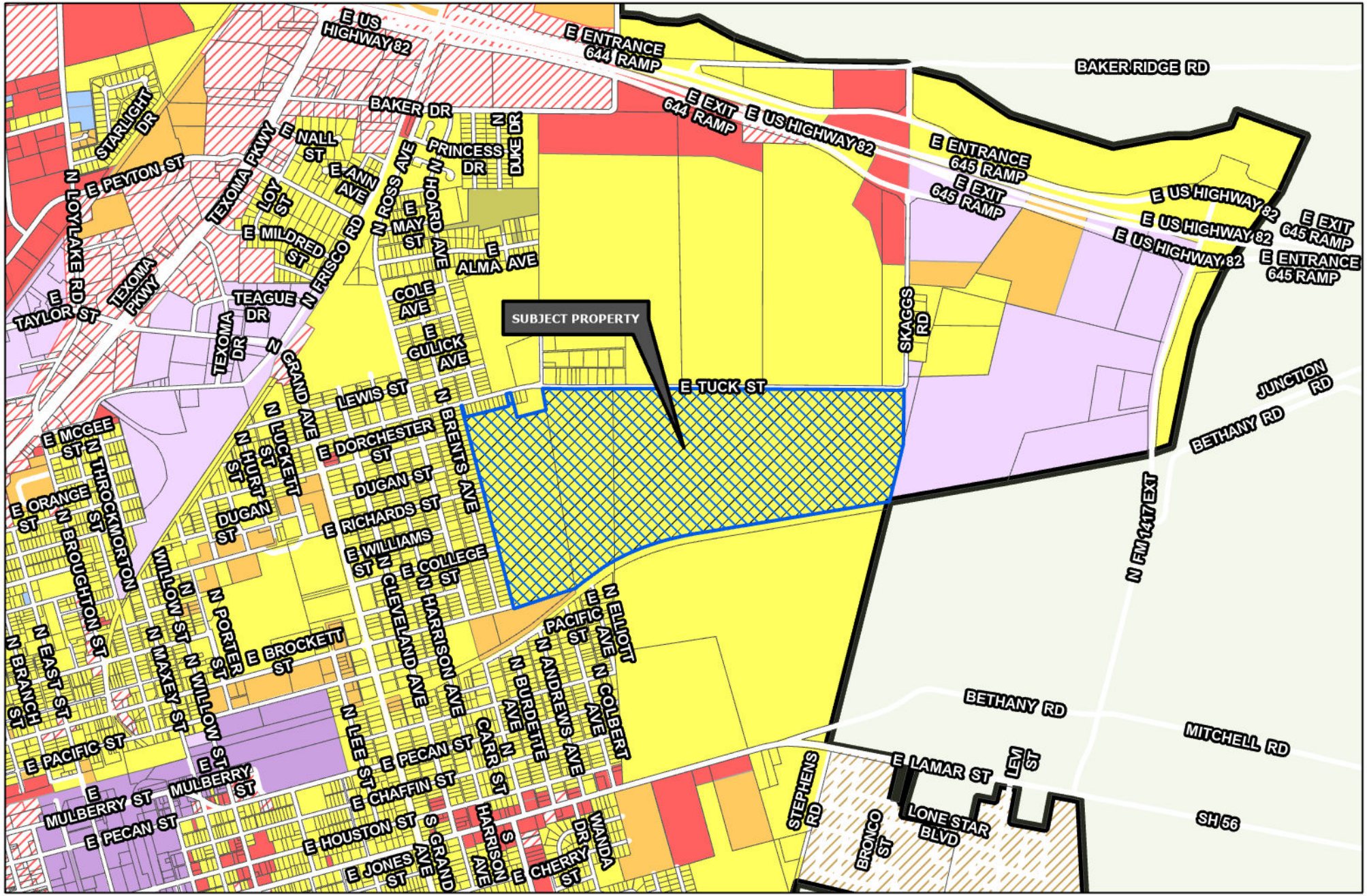
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1900-2600 BLKS E TUCK ST

N
W E
S

Date: 8/15/2023 10:47 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Subject Locations
- Road Names All

CITY OF SHERMAN
ZONING MAP
1900-2600 BLKS E TUCK ST

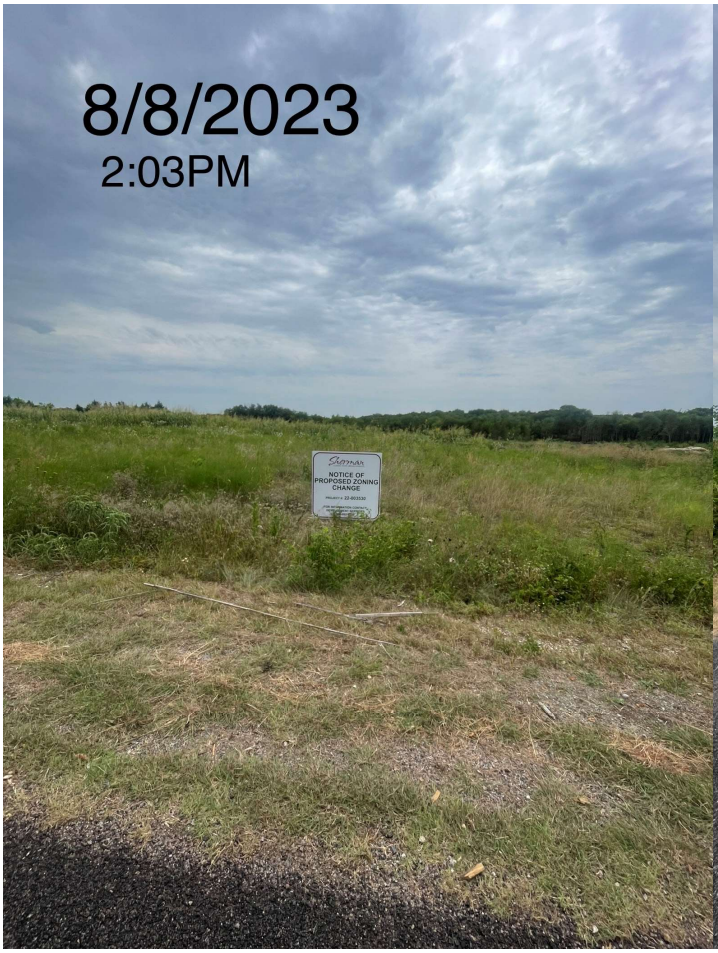
N
W E
S

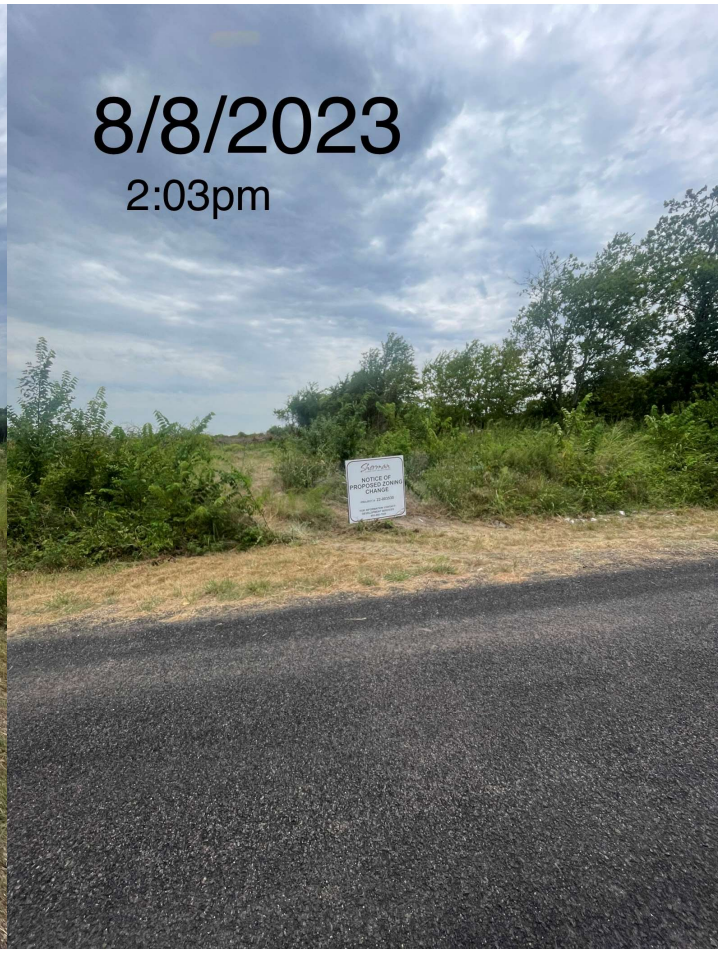
Date: 8/15/2023 10:45 AM

Marlow, Lauren

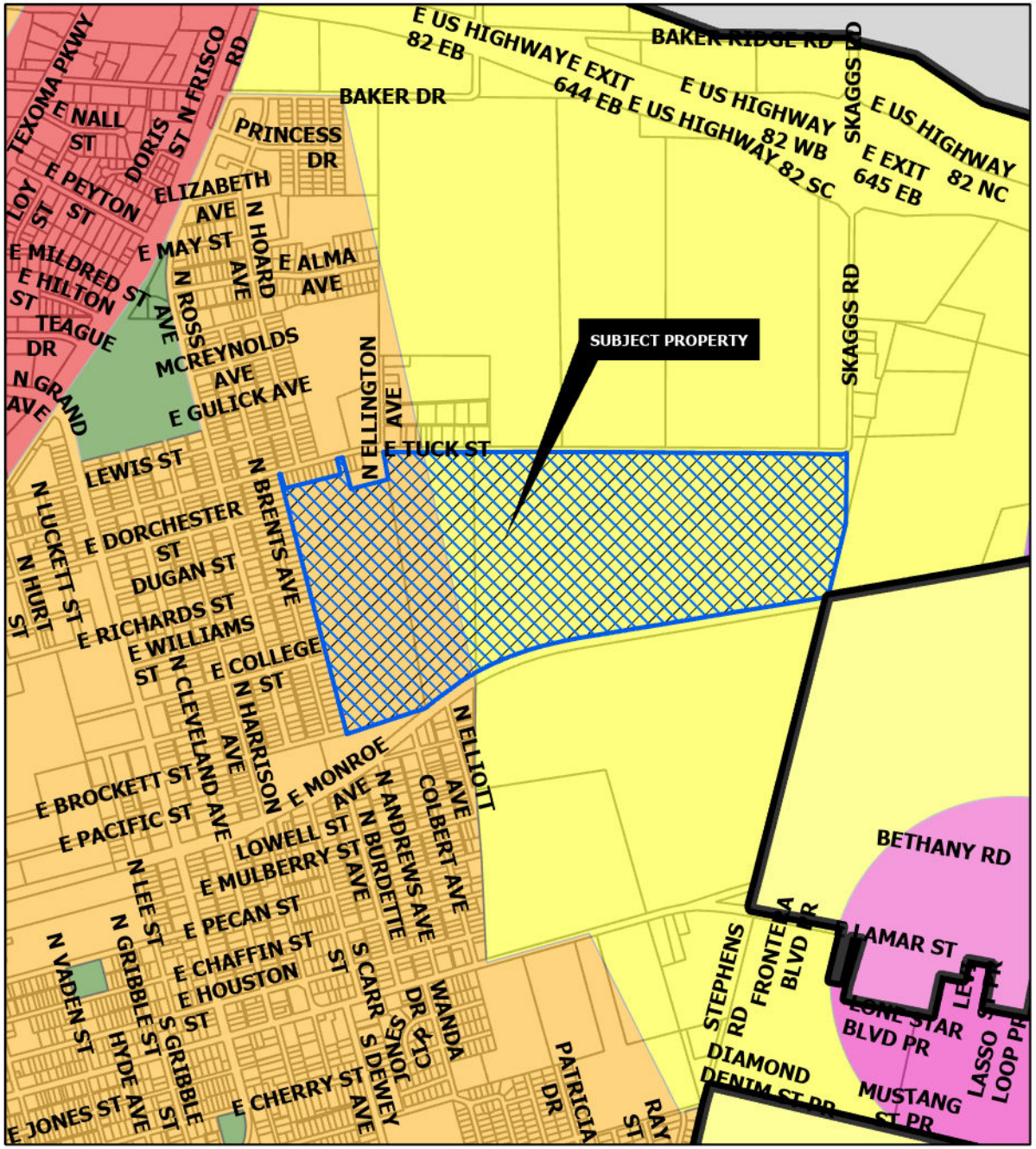
From: Planning
To: Rozann Marquis
Subject: RE: Time stamp added Re: Sign pictures

From: Rozann Marquis
Sent: Tuesday, August 8, 2023 4:19 PM
To: Planning
Subject: Time stamp added Re: Sign pictures





Thank You,
Rozann Marquis
972-805-7587



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Subject Locations

CITY OF SHERMAN
FUTURE LAND USE MAP
1900-2600 BLKS E TUCK ST

N W E S

Date: 8/15/2023 10:56 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

August 15, 2023 Sent via email

Rozann Marquis
P.O. Box 866783
Plano, TX 75086

Dear Applicants,

The request of a Public Hearing and Zone Change for a PD (Planned Development) of Aspen Park located in the 1900-2600 Blocks East Tuck Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, August 22, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. A detailed site plan shall be submitted for approval within two (2) years from the approval of the zoning exhibit for a minimum of 20 percent of the project area. *(Sec. 14.02.021(j))*
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

9. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
10. Improvements to Tuck Street to create a minimum of 24' asphalt road may be required. *Code of Ordinances Chapter 10, Exhibit A, Secs. 12(B)(k)(1); 12(B)(k)(5); 13(A)(1)*
11. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
12. Right of Way Dedication for Collector crossing property will be required upon development in regards to Grayson County/City of Sherman Thoroughfare Plan. *Code of Ordinances Chapter 10,*

Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)

13. Water main must be extended in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
14. Wastewater main must be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be requested by emailing engineering@cityofsherman.com. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 22.

Meeting Date: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

1900-2600 BLOCKS EAST TUCK STREET (Project No. 22-003530)

The request of Grayson County Land Trust (Owners), Rozann Marquis (Representative) and Kimley-Horn and Associates, Inc. (Surveyor) concerning the property located in the 1900-2600 Blocks East Tuck Street, consisting of 216.22 acres in the Charles Carter Survey, Abstract No. 229, and the Henry C. Atchison Survey, Abstract No. 22, and currently zoned R-6 (Single Family Residential) District, as follows:

Planning and Zoning Commission

Public Hearing and Zone Change for a PD (Planned Development) of Aspen Park.

Background:

The property is located in the 1900-2600 Blocks East Tuck Street between North Brents Avenue and North FM 1417 (Heritage Parkway). The owner is requesting a Zone Change for a PD (Planned Development) of Aspen Park.

Adjacent Zoning:

R-6 (Single-Family Residential) District
ETJ (Extra Territorial Jurisdiction)
MF-30 (Multi-Family Residential) District
M-1 (Light Manufacturing) District

Origination:

Grayson County Land Trust (Owners)
Rozann Marquis (Representative)
Kimley-Horn and Associates, Inc. (Surveyor)

Master Plan Designation:

Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of

supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Floodplain & Open Space category is intended to preserve areas to handle stormwater and provide open space corridors for passive trail and recreation activities. These areas are not suitable for land development projects and buildings but may become future parkland managed by the City. These green corridors help protect the community from flood hazards and property damage and offer opportunity for trees, trails, and community connection. It should be noted that floodplains and floodways are regularly adjusted and reevaluated so the boundaries depicted for this land use category on the map should subsequently be interpreted as fluid.

Number of notices mailed:
117

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
FLUM
Zoning Sign Photo
Survey
Development Plan
Aspen Concurrence
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 9.**

Meeting Date: 11/06/2023

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6668, 6669, 6670, 6671, 6672, 6673, 6674 & 6660.

Issue:

E. 1 **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6668**

Amending Chapter 13 of the Code of Ordinances, Entitled "Utilities", Article 13.10, Entitled "Municipal Drainage Utilities", Article 13.10, Entitled "Fee Schedule"; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer Clause

E. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6669**

Repealing Ordinance No. 6578 and Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Commercial Amusement Center, Indoor Or Outdoor, And An Outdoor Restaurant In A C-2 (Retail Business) District, Located At 4801 North FM 1417 (Heritage Parkway), Consisting Of 5.742 Acres In The Alfred Hume Survey, Abstract No. 522, Brian Previaty (Owner) And Underwood Drafting & Surveying, Inc. (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6670**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Schools; Elementary, High, College and Universities, Public, Private, or Denominational in a C-2 (General Commercial) District/FM 1417 Overlay District, Located at 4805 North FM 1417 (Heritage Parkway), consisting of 4.250 acres being Lot 1 of the Glitzy Girls Addition, City of Sherman, Grayson County, Texas 680 Investment Properties LLC (Owner) and Educate Texoma, LLC (Applicant) and Underwood Drafting & Surveying (Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6671**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Automobile Repair, Body Work, or Painting in a C-2 (General Commercial) District, Located at 4424 Texoma Parkway, Consisting of 1.935 Acres being in the W.F. Patterson Survey, Abstract No. 969, City of Sherman, Grayson County, Texas; Douglass Distributing (Owner) and Luis Navanete, Texoma Tire Shop (Applicant) and Helvey-Wagner Surveying (Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6672**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow A Meeting Hall in a C-2 (General Commercial) District, Located at 4800 Texoma Parkway, Suite B012 Consisting of 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall, City of Sherman, Grayson County, Texas; Star Midway, LLC (Owner) and Marisa Nunes (Applicant); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6673**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 44.537 acres in the S.C. Inman Survey, Abstract 621 and the T. Shannon Survey, Abstract No. 1136, City of Sherman, Grayson County, Texas, Located in the 2700 Block Blue Flame Road and 5100 Block Fallon Drive, Heretofore Zoned an M-2 (Heavy Manufacturing) District; Rezoning and Placing the Tract in the MF-30 (Multi Family Residential) District Classification, Pilot Point Land Partners, LLC (Owner), Nathan Parrott, Pape-Dawson Engineers (Representative) and Pape-Dawson Engineers (Engineer/Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6674**

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 14 (Zoning Ordinance), Sections 14.08.001 (Definitions) and 14.10.001 (Use Chart); Modifying Certain Existing Regulations Relating to Permitted Uses, Conditional Uses, and Specific Use Permits; Establishing or Modifying Regulations on the Following Use Types: Dwelling, Single-Family for Rent (Build-to-Rent); Dwelling, Two-Faily (Duplex); Dwelling, Townhome; Automobile Sercive Station; and Hookah Bar, Smoking Lounge, Smoke Shop, or Vape Shop; Profinding a Penalty clause with a Maximum Fine of $2,000, Savings/Repealing Clause, Severability Clause and an Effective Date; Providing for the PUblication fo the Caption Hereof

E. 9. **ORDINANCE NO. 6660 (Tabled at the October 16, 2023 City Council Meeting)**

An Ordinance Of The City Council Of The City Of Sherman, Texas, Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 216.22 Acres, Being In The Charles Carter Survey, Abstract No. 229, And The Henry C. Atchison Survey, Abstract No. 22, City Of Sherman, Grayson County, Texas, Located In The 1900-2600 Blocks East Tuck Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The Pd (Planned Development) Of Aspen Park, (Grayson County Land Trust, Owners; Rozann Marquis, Representative; And Kimley-Horn And Associates, Inc., Surveyor); Providing For A Penalty Not To Exceed $2,000.00; 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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 1.**

Meeting Date: 11/06/2023

Prepared By: Terrence Steele, Assistant City Manager

Caption:

RESOLUTION NO. 7205

Renaming Music Street to Raymond Polk Sr. Memorial Drive

Issue:

To consider the renaming of Music Street to Raymond Polk Sr. Memorial Drive

Background:

Command Sergeant Major (CSM) (Retired) Raymond Ray Polk, Sr. was born and raised in Sherman, Texas, where he attended grades 1 through 12 at Fred Douglass School. After Graduating in 1954, CSM (Ret) Polk join the United States Army on July 21, 1955. While in the military, he earned a Bachelor's Degree from the University of Maryland and a Masters from Cameron University.

CSM (Ret) Polk earned many awards and decorations while serving in the military including: 3 Legions of Merit, 2 Bronze Star Medals, 1 Meritorious Service Medal, 3 Army commendation Medals, 1 Army Achievement Medal, the National Defense Service Ribbon, Good Conduct Medal, NCO Professional Development Ribbon, Army Service Ribbon, Republic of Viet Nam Service ribbon, Republic of Viet Nam Campaign Ribbon, Master Parachutists Badge, Expert Marksmanship Badge, Expert Infantryman's Badge, Combat Infantryman's Badge, Meritorious Unit Citation, Valorous Unit Citation, and the Presidential Unit Citation.

CSM (Ret) Polk has held a variety of leadership positions, from Infantry Fire Team Leader to Command Sergeant Major of a Major Army Command. In 1987 he was a finalist for selection as a Sergeant of the Army. He served 3 tours in Germany, 2 tours in Vietnam, and a 2-year tour in Korea.

CSM (Ret) Polk was an active member in his community and his church, serving many roles for the Union Baptist Church including: Usher, Assistant Sunday School superintendent Youth Division, Sunday School Teacher for Intermediate Boys, Alternate Announcement Clerk, Member Family Ministry Committee and Member Parish Fellowship Committee.

Origination:

City Manager's Office

Financial Consideration:

No funding is necessary.

Staff Recommendation:

Staff recommends remaining Music Street to Raymond Polk Sr. Memorial Drive

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Attachments

Resolution No. 7205

Attachment A - Location Map

Addresses to Rename

RESOLUTION NO. 7205

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENAMING MUSIC STREET TO RAYMOND POLK SR. MEMORIAL DRIVE: 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 from and after the effective date of this resolution, the street known as Music Street will be renamed to Raymond Polk Sr. Memorial Drive, the location of which is shown on the attached Exhibit "A".

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 said 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 6th day of November 2023.

CITY OF SHERMAN, TEXAS

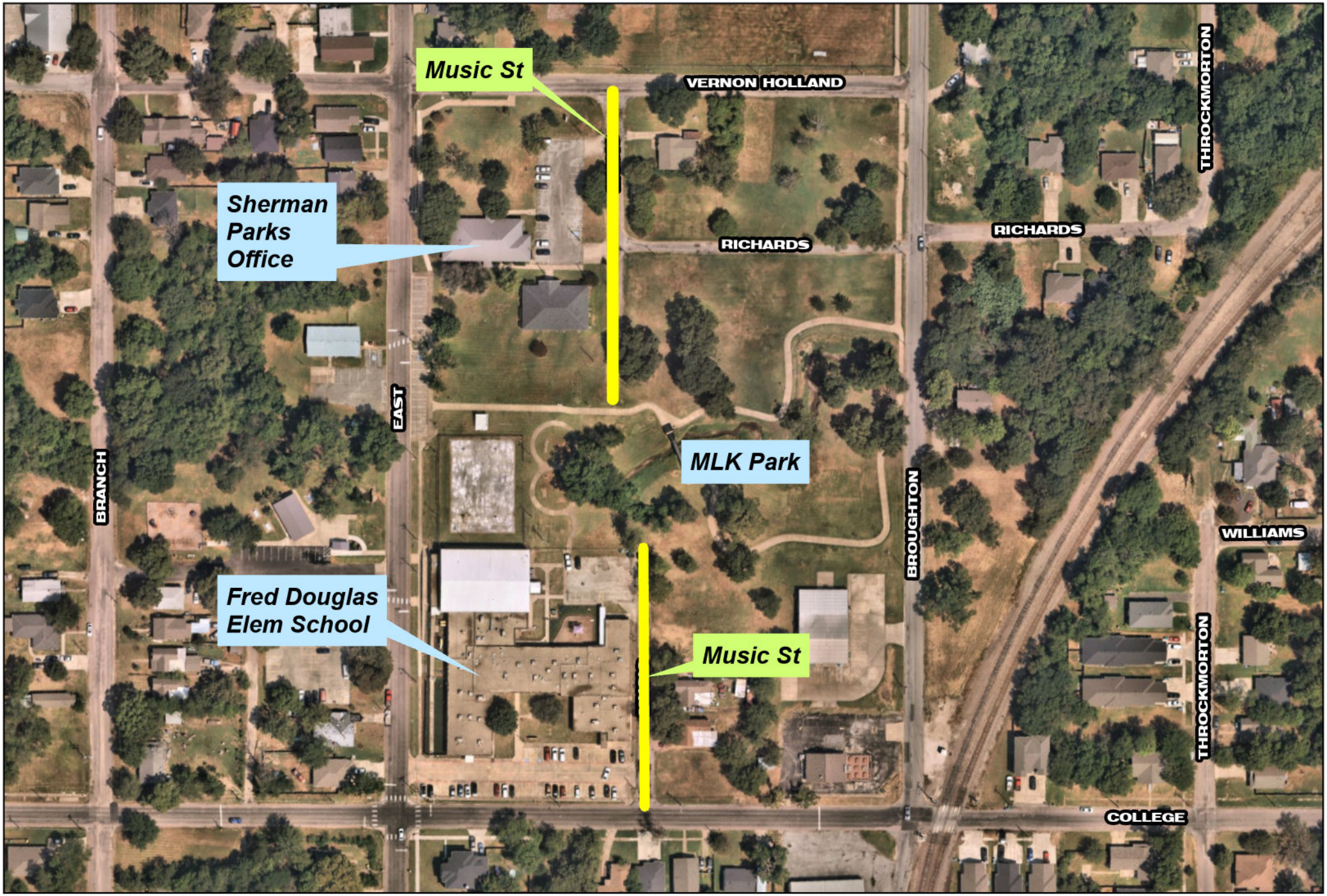
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

Renaming Music St to Raymond Polk Sr. Memorial Drive

1" = 150'

NORTH


E RICHARDS ST
Left 601 - 699
Right 600 - 698
1108
530
1109
MUSIC ST
Left 1100 - 1198
Right 1101 - 1199
E RICHARDS ST
Left 501 - 599
Right 500 - 598
608
612
604
1003
1002
MUSIC ST
Left 1000 - 1098
Right 1001 - 1099
1009
1005
N BROUGHTON ST
Left 900 - 1094
Right 901 - 1095
N EAST ST
Left 900 - 1198
Right 901 - 1199
921
916
908
MUSIC ST
Left 900 - 998
Right 901 - 999
909
905
900
505
E COLLEGE ST
Left 523 - 599
Right 522 - 598
910
904
900
E COLLEGE ST
Left 501 - 521
Right 500 - 520
526
824

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 2.**

Meeting Date: 11/06/2023

Prepared By: Clint Philpott, Assistant City Manager

Caption:

RESOLUTION NO. 7206

Authorizing Execution of an Amended and Restated 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.

Issue:

Authorizing Execution of an Amended and Restated Reimbursement Agreement Between Sherman Hickory Hill, LLC and the City of Sherman, Texas, for Actual Improvement Costs

Background:

In August 2022 (Resolution No. 6940), the City Council approved a Master Development Agreement that lines out the responsibilities of the City and Sherman Hickory Hill, LLC in constructing infrastructure and other public improvements as part of the Hickory Hill development. Under this MDA, the City is responsible for funding half of certain major infrastructure (Lamberth Road from Carriage Estates to Friendship Road, Friendship Road - two lanes) and funding all of a water line along Lamberth Road and off-site sewer to the southern boundary of this development, while Sherman Hickory Hill, LLC will be responsible for funding half of certain major infrastructure (Lamberth Road from Carriage Estates to Friendship Road and Friendship Road - two lanes) and constructing all other needed public infrastructure within the development.

In November 2022 (Resolution No. 6984), the City Council entered into a Reimbursement Agreement to reimburse the Developer for specific approved construction related costs.

In June 2023 (Resolution No. 7092), the City Council approved an amended and restated agreement that changed how, and by whom, some of the infrastructure is constructed and installed. The water and sewer infrastructure will be installed by the City and the developer will provide their cost share through an escrow agreement. This amended and restated agreement also included updated pricing on Lamberth Road and Friendship Road. The original pricing was done prior to completing the design plans. This updated pricing does include a 10% contingency. Both roads will be constructed by the developer with the City reimbursing its share as construction is completed.

This Amended and Restated Reimbursement Agreement updates individual projects and reimbursement amounts to align with the Amended and Restated Master Development Agreement (Resolution No. 7092).

Origination:

City Manager Robby Hefton

Financial Consideration:

Over the 25-year project time horizon, total incremental property tax revenues to the City from this portion of the development are expected to be approximately $25 million.

The costs for the City-related on-site and off-site infrastructure is expected to total at least $7.7 million, funds of which have been budgeted in the FY2023 budget. The on-site costs for the applicable portions of Lamberth Rd and Friendship Rd are estimated to be about $4.9 million, with those costs being split about 50/50 with the developer. The remaining off-site costs of about $1.7 million will be the City's responsibility.

Staff Recommendation:

Staff recommends approval and acceptance of the Amended and Restated Reimbursement Agreement with Sherman Hickory Hill, LLC

Alternatives:

As directed by City Council

Attachments

Resolution No. 7206

Amended and Restated Hickory Hill Reimbursement Agreement

Exhibit A

Exhibit B 1

Exhibit B 2

Location Map

RESOLUTION NO. 7206

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED 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; 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 Amended and Restated Reimbursement Agreement with Sherman Hickory Hill, LLC, for the actual improvement costs for the planned development known as Hickory Hill in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of November 2023.

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

AMENDED AND RESTATED REIMBURSEMENT AGREEMENT BETWEEN SHERMAN HICKORY HILL LLC AND THE CITY OF SHERMAN, TEXAS

This AMENDED AND RESTATED REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and SHERMAN HICKORY HILL LLC, a Texas limited liability company ("Developer"). Sherman and Developer are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, the parties entered into that certain Master Development Agreement dated as of August 18, 2022 (the "Original MDA"), recorded under Instrument No. 2022-31870, Real Property Records of Grayson County, Texas, on September 23, 2022; and

WHEREAS, pursuant to the Original MDA, the parties entered into that certain Reimbursement Agreement dated as of December 5, 2022 (the "Original Reimbursement Agreement"); and

WHEREAS, the parties amended and restated the Original MDA by entering into that certain Amended and Restated Master Development Agreement dated as of July 18, 2023 (the "Amended MDA"), recorded under Instrument No. 2023-18667, Real Property Records of Grayson County, Texas, on July 20, 2023, which is incorporated herein by reference; and

WHEREAS, the parties desire to amend and restate the Original Reimbursement Agreement as set forth in this Agreement and to agree as set forth herein; and

WHEREAS, pursuant to the Amended MDA, Developer is required to design, construct, install and develop certain public infrastructure in exchange for Sherman reimbursing a portion of Developer's actual costs in connection with the same, if, as and when approved by Sherman, subject to the terms and conditions of the Amended MDA; and

WHEREAS, the parties enter into this Agreement to memorialize the total amount to be reimbursed by Sherman to Developer as required under the Amended MDA.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Developer 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, are incorporated into the body of this Agreement and are adopted as findings of Sherman and the authorized representative of Developer.

2. Condition of Reimbursement. As a condition to Developer receiving the Reimbursement (hereinafter defined), Developer shall tender to Sherman evidence, in a form acceptable to Sherman, that all of the construction costs of the Lamberth Road Improvements[1] and the

[1] Capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Amended MDA.

Friendship Road Improvements have been incurred and paid by Developer, including but not limited to, affidavits of payment/affidavits as to debts and liens and any other evidence required by Sherman (collectively, the "Evidence of Payments"). The Evidence of Payments shall be itemized and segregated and reflect Developer's final, actual costs to construct each of the Lamberth Road Improvements and the Friendship Road Improvements (collectively, the "Actual Improvements Costs").

3. Reimbursement. Provided that Developer fulfills all of its obligations under the Amended MDA and this Agreement, including but not limited to, (a) Developer obtaining Sherman's Final Acceptance of each of the Oversized Facilities, the Off-Site Sewer Line Extension, the Water Line Extension, the Lamberth Road Improvements and the Friendship Road Improvements; and (b) Developer receiving from the Sherman City Engineer or his designee written approval of the Actual Improvements Costs, as evidenced by the subject construction contracts and the Evidence of Payments, Sherman shall participate in a portion of the Actual Improvements Costs by paying to Developer (the "Reimbursement") as follows and as more particularly described and depicted in Exhibit A and Exhibit B, attached hereto:

(i) For the Lamberth Road Improvements, an amount equal to the lesser of the (A) the Actual Improvements Costs attributable to the Lamberth Road Improvements as shown in Exhibit B; or (B) the sum of $1,851,753.18 (Includes 10% Contingency)

(ii) For the Friendship Road Improvements, an amount equal to the lesser of the (A) the Actual Improvements Costs attributable to the Friendship Road Improvements as shown in Exhibit B plus the amount of the Conveyance Credit ($183,487.50); or (B) the sum of $1,196,891.83 (Includes 10% Contingency) plus the amount of the Conveyance Credit (183,487.50).

The Reimbursement shall be payable in periodic payments within thirty (30) days following Sherman's receipt of a written payment application and the Evidence of Payments at Developer's address identified in this Agreement. Each periodic payment shall be in the amount set forth in a written payment application delivered to Clint Philpott, Assistant City Manager, at Sherman's address identified in this Agreement, except that (A) Sherman is entitled to retain an amount equal to five percent (5%) of the Reimbursement, which shall not be due and payable until after Developer obtains Sherman's Final Acceptance of the last of the Lamberth Road Improvements or the Friendship Road Improvements; (B) Sherman shall have no obligation to issue payment more frequently than once every thirty (30) days; (C) no portion of the Reimbursement is due or payable unless the Sherman City Engineer or his designee has given written approval of the applicable portion of the Reimbursement, as evidenced by the subject construction contracts and the Evidence of Payments, set forth in each such payment application; and (D) no payment shall exceed an amount equal to thirty percent (30%) of the then-current cost of the project on the Property incurred by Developer, as determined by the Sherman City Engineer or his designee. Notwithstanding any statement to the contrary in this Agreement, Sherman agrees to provide, and Developer agrees to accept, the

Reimbursement as Sherman's sole financial participation in the costs incurred by Developer in connection with its obligations under the Amended MDA.

4. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Sherman shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in Section 3 of this Agreement, notwithstanding any statement to the contrary in the Amended MDA. Neither Sherman nor its Council Members, officers, agents, representatives or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the improvements constructed under the Amended MDA, including the construction thereof. Sherman and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to Developer, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees.

5. Limitations of Agreement. Sherman ordinances covering property taxes, land use, zoning, utility rates, impact fees, permit fees, inspection fees, tree mitigation fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Sherman under any ordinance, whether now existing or in the future arising.

6. 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 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 Sherman, addressed to it at:
City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7327
Email: robbyh@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069

Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Developer, addressed to it at:
Taylor Blanchard
Sherman Hickory Hill LLC
4100 Spring Valley Rd.
Dallas, TX 75244
Telephone: (469) 861-5845
Email: tblanchard@forlanddevelopment.com

7. Indemnity.

(a) DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF DEVELOPER OR ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE (COLLECTIVELY, "DEVELOPER" FOR PURPOSES OF THIS SECTION), REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN, (I) IN DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; AND/OR (II) ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST SHERMAN 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 DEVELOPER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, 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, 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. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND SHERMAN AGAINST ALL SUCH CLAIMS.

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

(c) THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Waiver and Release of Claims for Obligations Imposed by this Agreement.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) NUISANCE; OR
(D) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON SHERMAN'S INFRASTRUCTURE.

(iii) DEVELOPER HEREBY RELEASES SHERMAN FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.

(iv) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO SHERMAN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY SHERMAN RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON SHERMAN'S INFRASTRUCTURE. DEVELOPER AND SHERMAN FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(v) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) DEVELOPER RELEASES SHERMAN FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. Developer acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to Sherman "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code. DEVELOPER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Condemnation Procedures/Rights Waiver. AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED.

11. Warranties/Representations. All warranties, 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. Entire Agreement. This Agreement and the Amended MDA, as amended hereby, contain 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. To the extent of any conflict between the provisions of this Agreement and the Amended MDA, the provisions of this Agreement shall control.

13. 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.

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

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. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

16. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others 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 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 Effective Date (hereinafter defined).

17. 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.

18. 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.

19. 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.

20. Assignment/Binding Effect.

(a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

(i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by Sherman;

(ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Sherman, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;

(iii) Developer will file any approved, executed Assignment in the Real Property Records of Grayson County, Texas; and

(iv) Developer shall provide Sherman with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Sherman receives said file-marked copy of the Assignment as provided herein, Sherman shall not, under any circumstance, recognize said Assignment.

(b) This Agreement shall be binding upon and inure to the benefit of Sherman and Developer.

(c) This Assignment provision shall in no way modify, alter, amend, reduce or waive the provision above titled "Covenant Running with the Land" or its effectiveness. In the event there is a conflict between this Assignment provision and the Covenant Running with the Land provision, the Covenant Running with the Land provision shall control and govern

21. Indemnification. The Parties agree that the Indemnity provisions set forth in this Agreement are conspicuous, and the parties have read and understood the same.

22. 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.

23. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby 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.

24. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.

25. Reference to Sherman. When referring to "Sherman" herein, this Agreement shall refer to and be binding upon Sherman and Sherman's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Sherman is legally responsible.

26. 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 or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

27. Original Agreement. This Agreement amends and restates the Original Reimbursement Agreement. On the execution of this Agreement by all parties, the provisions of the Original Reimbursement Agreement shall be void and of no further force or effect, and this Agreement shall supersede the same.

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 sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date executed: _____

ATTEST:

By: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, 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 City Manager and duly authorized representative for the **City of Sherman, Texas**, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public, State of Texas
My Commission Expires:_____

SHERMAN HICKORY HILL LLC,
a Texas limited liability company

By:_____
Printed Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **_____,** 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 duly authorized representative of **_____**, a _____, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public, State of Texas
My Commission Expires:_____

Exhibit A

Exhibit B

PROPOSED 12" WATER (BY CITY)

PROPOSED 2 LANES (BY CITY) NOT IN MDA

PROPOSED 4 LANES (BY CITY) NOT IN MDA

END LAMBERTH 12" WATER (BY CITY)

BEGIN LAMBERTH 12" WATER (BY CITY)

PROPOSED 12" SANITARY SEWER (BY DEVELOPER, UPSIZE BY CITY)

END PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY) / BEGIN 12" SANITARY SEWER (BY DEVELOPER, UPSIZE BY CITY)

PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY)

MEADOWLAKE LN

LAMBERTH RD.

FRIENDSHIP RD.

STREET E

STREET C

STREET D

STREET G

STREET H

STREET I

STREET J

STREET K

STREET L

COMMERCIAL / OTHER

FLOWAGE EASEMENT Vol. 2594, Pg. 406 O.P.R.G.C.T.

FLOWAGE EASEMENT Vol. 2226, Pg. 409 O.P.R.G.C.T.

FLOWAGE EASEMENT Vol. 2594, Pg. 406 O.P.R.G.C.T.

MEADOWLAKE10 INVESTMENTS LLC 2022-7640 D.R.G.C.T.

V PROP LLC 2019-22900 D.R.G.C.T.

JEAN E. MCCONNELL ESTATE 2020-18037 D.R.G.C.T.

DON R. & REBECCA S. HEPTON Vol. 5607, Pg. 496 D.R.G.C.T.

LAMBERTH HICKORY HILL, LLC TRACT 1 - Doc. No. 2018-29908

LAMBERTH HICKORY HILL, LLC TRACT 2 - Doc. No. 2018-22900 D.P.R.G.C.T.

LAMBERTH HICKORY HILL, LLC TRACT 3 - Doc. No. 2018-29908 D.P.R.G.C.T.

DAVID & LINDA GATTIS Vol. 2890, Pg. 645 D.R.G.C.T.

RICKEY L. & VICKIE A. SLAKEY Vol. 2496, Pg. 345 D.R.G.C.T.

RICKEY L. & VICKIE A. SLAKEY Vol. 2330, Pg. 267 D.R.G.C.T.

BARRY K. & CATHY GANT Vol. 2346, Pg. 316 D.R.G.C.T.

ROY M. HAMMER 2018-6603 D.R.G.C.T.

ROBERT A. & ROBERTA FURMANEK 2021-45164 D.R.G.C.T.

HICKORY HILL LLC Vol. 5691, Pg. 715 D.R.G.C.T.

CITY OF SHERMAN Vol. 2287, Pg. 814 D.R.G.C.T.

RUSSELL D. SARRETT Vol. 3744, Pg. 999 D.R.G.C.T.

RICHARD & LARA MILFORD 2007-9720 D.R.G.C.T.

DON L. & DEBORAH SIMPSON Vol. 3391, Pg. 512 D.R.G.C.T.

BLAKE W. & ASHLEY B. ANDREWS Vol. 5265, Pg. 194 D.R.G.C.T.

PHILIP H. & LINDA H. YELDING Vol. 2294, Pg. 217 D.R.G.C.T.

RICHARD GLYNN & TERRI STOKES Vol. 4844, Pg. 2921 D.R.G.C.T.

DAVID SCOTT & COURTNEY MICHELLE BICKSON Vol. 5265, Pg. 197 D.R.G.C.T.

RANDY D. & DORETTA KANNEKEN Vol. 5265, Pg. 200 D.R.G.C.T.

HOUSTON TRUSTEES OF TEXAS Vol. 1482, Pg. 350 D.R.G.C.T.

STEPHEN F. GOODMAN Vol. 1804, Pg. 140 D.R.G.C.T.

JAMES L. & ROSE M. FENTON Vol. 2110, Pg. 60 D.R.G.C.T.

ROBERT & LORI D. JONES Vol. 4844, Pg. 2906 D.R.G.C.T.

CARL & ANNA SMITH Vol. 3391, Pg. 512 D.R.G.C.T.

JUSTIN DEATHERAGE 2018-29908 D.R.G.C.T.

LEIGH MICHELLE & RODNEY LYNN FILCHER Vol. 4731, Pg. 696 D.R.G.C.T.

JOE ELLIS & DONNA JEAN HOOD Vol. 2594, Pg. 412 D.R.G.C.T.

GERRY D. & TREVA BURLESON Vol. 2594, Pg. 240 D.R.G.C.T.

JOHN BARRY & SHERRY LYNN STOVALL Vol. 4235, Pg. 279 D.R.G.C.T.

MICHAEL & LAURIE COULTER LIVING TRUST 2021-47152 D.R.G.C.T.

JUDY STATHAM Property #520029 D.R.G.C.T.

BRENT & RHONDA OBANNON Vol. 2470, Pg. 429 D.R.G.C.T.

MICHAEL L. & CARI A. MILLER Vol. 5095, Pg. 52 D.R.G.C.T.

ROBERT W. & JOY F. BENNETT Vol. 2400, Pg. 248 D.R.G.C.T.

JOHN S. SOUTHERLAND Vol. 1668, Pg. 109 D.R.G.C.T.

RONALD S. & TERI D. NICKELS Vol. 5405, Pg. 32 D.R.G.C.T.

GARY & GLARYCIA WHITFILL Vol. 3686, Pg. 92 D.R.G.C.T.

Matchline - See Sheet 2

MATCHLINE (SEE THIS SHEET)

LEGEND

- PHASE 1 PAVEMENT TO BE CONSTRUCTED WITH INITIAL DEVELOPMENT
- PHASE 2 PAVEMENT TO BE CONSTRUCTED SUMMER 2023
- FUTURE PHASED PAVEMENT

MATCHLINE (SEE THIS SHEET)

PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY)

EXISTING 12" SANITARY SEWER

BEGIN PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY)

Plotted by: rharrison Plot Date: 8/10/2022 12:52 PM

BID TABULATION
HICKORY HILL DEVELOPMENT
LAMBERTH RD IMPROVEMENTS
SHERMAN, TX
7/5/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
6.00	**LAMBERTH RD IMPROVEMENTS (SHARED OFF-SITE)**				
6.01	Construction Staking	1	LS	$56,708.00	$56,708.00
6.02	Remove Exist Base and HMAC Paving	3,840	SY	$12.00	$46,080.00
6.03	Remove Exist Flexbase Driveway	2	EA	$1,725.00	$3,450.00
6.04	Construct Flexbase Driveway Extension	276	SY	$18.00	$4,968.00
6.05	Silt Fence	6,500	LF	$1.90	$12,350.00
6.06	Curlex behind BOC	5,621	LF	$1.30	$7,307.30
6.07	Inlet Protection	12	EA	$275.00	$3,300.00
6.08	Remove Type III Barricade	1	EA	$500.00	$500.00
6.09	Rock Check Dam	175	LF	$45.00	$7,875.00
6.10	Stone Overflow Structure	10	EA	$400.00	$4,000.00
6.11	Construction Entrance	2	EA	$2,900.00	$5,800.00
6.12	Clearing and Grubbing	6.7	AC	$1,500.00	$10,050.00
6.13	Unclassified Excavation	21,579	CY	$2.90	$62,579.10
6.14	Encasement and Venting of Existing Gasline	1	EA	$87,500.00	$87,500.00
6.15	8" Reinf. Concrete Pavement, Curb & Gutter - 25' B-B Section (Thoroughfare)	10,383	SY	$70.50	$732,001.50
6.16	6" Lime Stabilized Subgrade (1' outside BOC)	11,059	SY	$3.15	$34,835.85
6.17	11.5% Hydrated Lime (30#/SY)	166	TONS	$318.00	$52,788.00
6.18	Temporary Transition/Turnaround	1,638	SY	$87.10	$142,669.80
6.19	6" Concrete Driveway	552	SY	$90.95	$50,204.40
6.20	Directional Barrier Free Ramps	2	EA	$2,850.00	$5,700.00
6.21	Bi-Directional Barrier Free Ramps	4	EA	$2,850.00	$11,400.00
6.22	Construct Street Header	266	LF	$15.00	$3,990.00
6.23	Instal Type III Barricade	302	LF	$89.00	$26,878.00
6.24	5' Sidewalk (4" thk)	13,450	SF	$7.70	$103,565.00
6.25	METAL BEAM GUARD FENCE	423	LF	$82.75	$35,003.25
6.26	SIGN - SPEED LIMIT	1	EA	$375.00	$375.00
6.27	SIGN - STREET	3	EA	$375.00	$1,125.00
6.28	SIGN - STREET WITH STOP	5	EA	$395.00	$1,975.00
6.29	Pavement Striping	1	LS	$24,900.00	$24,900.00
6.30	Traffic Control	1	LS	$44,100.00	$44,100.00
6.31	Paving Performance, Payment, & Maintenance Bond (2 yr)	1	LS	$15,975.00	$15,975.00
6.32	18" RCP (Class III)	1,137	LF	$78.51	$89,265.87
6.33	21" RCP (Class III)	249	LF	$85.89	$21,386.61
6.34	24" RCP (Class III)	42	LF	$102.68	$4,312.56
6.35	27" RCP (Class III)	428	LF	$131.35	$56,217.80
6.36	33" RCP (Class III)	556	LF	$172.25	$95,771.00
6.37	42" RCP (Class III)	92	LF	$220.77	$20,310.84
6.38	48" RCP (Class III)	217	LF	$261.63	$56,773.71
6.39	12'x5' RCB	269	LF	$1,646.88	$443,010.72
6.40	6' x 4' RCB	350	LF	$568.12	$198,842.00
6.41	18" Plug	9	EA	$500.00	$4,500.00
6.42	42" Plug	1	EA	$1,200.00	$1,200.00
6.43	4' Manhole	4	EA	$4,500.00	$18,000.00
6.44	6' Manhole	1	EA	$6,250.00	$6,250.00
6.45	3'x3' 'Y' Inlet	2	EA	$4,100.00	$8,200.00
6.46	10' Recessed Curb Inlet	10	EA	$5,647.12	$56,471.20
6.47	18" Sloped End Headwall	2	EA	$1,850.00	$3,700.00
6.48	24" Sloped End Headwall	2	EA	$2,250.00	$4,500.00
6.49	27" Type B Headwall	1	EA	$3,250.00	$3,250.00
6.50	6' x 4' Type B Headwall	2	EA	$48,569.20	$97,138.40
6.51	Dbl 12' x 5' Parallel Headwall	2	EA	$60,101.92	$120,203.84

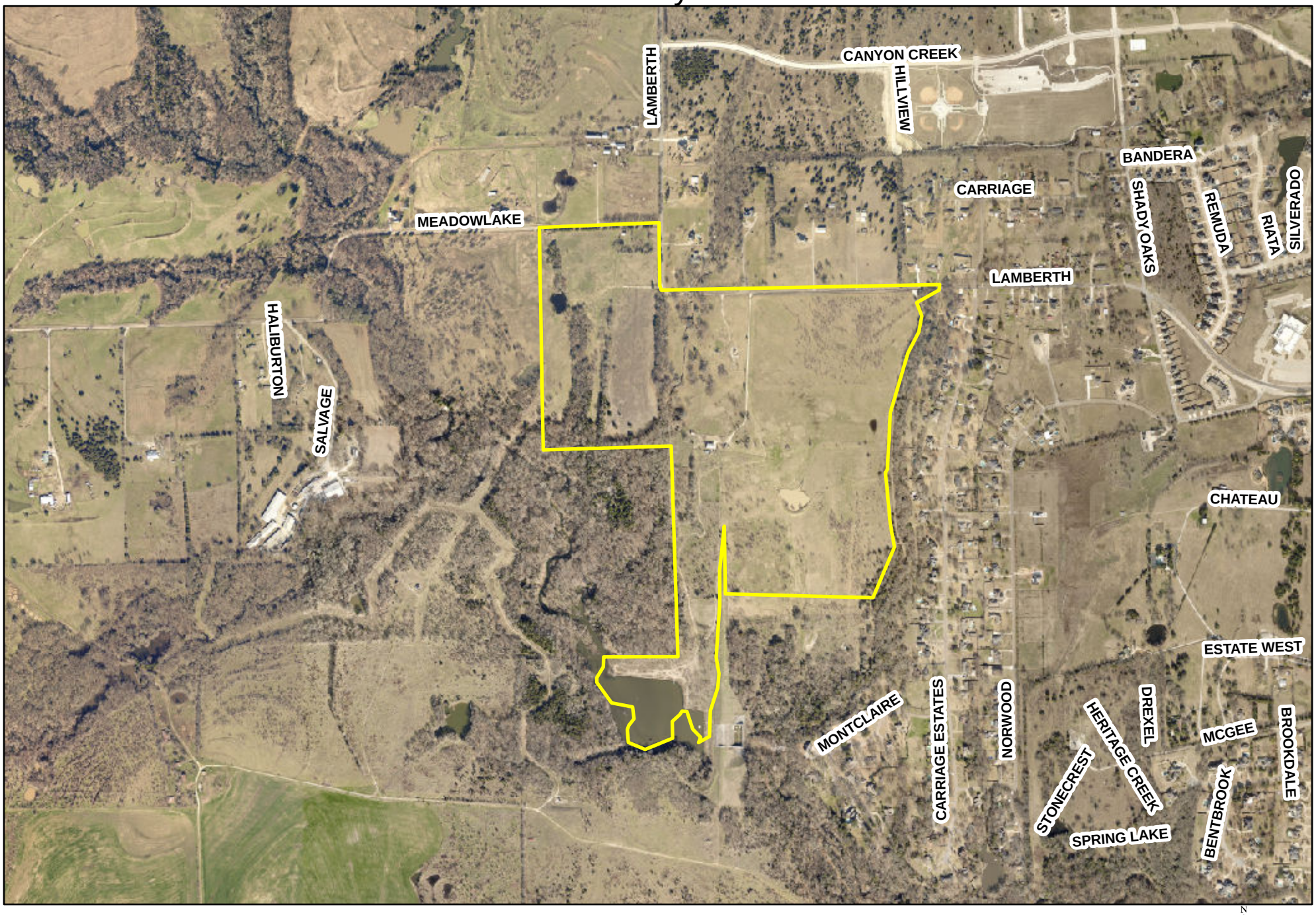
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
6.52	Trench Safety	3,340	LF	$0.99	$3,306.60
6.53	Storm Sewer CCTV and Testing	3,340	LF	$2.61	$8,717.40
6.54	Storm Sewer Performance, Payment, & Maintenance Bond (2 yr)	1	LS	1.25%	$16,516.61
				TOTAL LAMBERTH RD IMPROVEMENTS (SHARED OFF-SITE)	**$2,937,798.36**
				SUBTOTAL CITY CONTRIBUTION	**$1,683,411.98**
				CITY CONTINGENCY (10%)	**$168,341.20**
				TOTAL CITY CONTRIBUTION	**$1,851,753.18**
				DEVELOPER CONTRIBUTION	**$1,254,386.38**

BID TABULATION
HICKORY HILL DEVELOPMENT
FRIENDSHIP RD IMPROVEMENTS
SHERMAN, TX
7/5/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
7.00	**FRIENDSHIP RD IMPROVEMENTS (SHARED OFF-SITE)**				
7.01	Construction Staking	1	LS	$44,166.00	$44,166.00
7.02	Silt Fence	5,059	LF	$1.95	$9,865.05
7.03	Stone Overflow Structure	13	EA	$400.00	$5,200.00
7.04	Rock Check Dam	378	LF	$45.00	$17,010.00
7.05	Curlex behind BOC	4,880	LF	$1.30	$6,344.00
7.06	Remove Type III Barricade	1	LF	$500.00	$500.00
7.07	Inlet Protection	10	EA	$275.00	$2,750.00
7.08	Construction Entrance	2	EA	$2900.00	$5,800.00
7.09	Clearing and Grubbing	5.7	AC	$1500.00	$8,550.00
7.10	Unclassified Excavation	18,432	CY	$2.90	$53,452.80
7.11	8" Reinf. Concrete Pavement, Curb & Gutter - 25' B-B Section (Thoroughfare)	7,495	SY	$70.50	$528,397.50
7.12	6" Lime Stabilized Subgrade (1' outside BOC)	8,039	SY	$3.15	$25,322.85
7.13	11.5% Hydrated Lime (30#/SY)	121	TONS	$318.00	$38,478.00
7.14	Directional Barrier Free Ramps	2	EA	$2850.00	$5,700.00
7.15	Construct Street Header	25	LF	$15.00	$375.00
7.16	5' Sidewalk (4" thk)	11,870	SF	$7.70	$91,399.00
7.17	METAL BEAM GUARD FENCE	234	LF	$76.00	$17,784.00
7.18	SIGN - SPEED LIMIT	5	EA	$375.00	$1,875.00
7.19	SIGN - STREET	2	EA	$375.00	$750.00
7.20	Pavement Striping	1	LS	$15170.00	$15,170.00
7.21	Traffic Control	1	LS	$15475.00	$15,475.00
7.22	Performance, Payment, & Maintenance Bond (2 yr)	1	LS	$11325.00	$11,325.00
7.23	18" RCP (Class III)	1,250	LF	$78.51	$98,137.50
7.24	24" RCP (Class III)	159	LF	$102.68	$16,326.12
7.25	42" RCP (Class III)	56	LF	$220.77	$12,363.12
7.26	48" RCP (Class III)	592	LF	$261.63	$154,884.96
7.27	60" RCP (Class III)	30	LF	$394.25	$11,827.50
7.28	10' x 5' RCB	328	LF	$1341.78	$440,103.84
7.29	5' x 5' RCB	150	LF	$490.86	$73,629.00
7.30	18" Plug	7	EA	$500.00	$3,500.00
7.31	42" Plug	1	EA	$1200.00	$1,200.00
7.32	60" Plug	1	EA	$1500.00	$1,500.00
7.33	4' Manhole	2	EA	$4500.00	$9,000.00
7.34	6' Manhole	1	EA	$6250.00	$6,250.00
7.35	7'x7' Junction Box	1	EA	$12,000.00	$12,000.00
7.36	10' Recessed Curb Inlet	10	EA	$5,647.12	$56,471.20
7.37	5' x 5' Type B Headwall	1	EA	$26,678.00	$26,678.00
7.38	Dbl 10' x 5' Parallel Headwall	2	EA	$64,282.56	$128,565.12
7.39	Trench Safety	2,705	LF	$0.99	$2,677.95
7.40	Storm Sewer CCTV and Testing	2,705	LF	$2.61	$7,060.05
7.41	Storm Sewer Performance, Payment, & Maintenance Bond (2 yr)	1	LS	1.25%	$13,277.18
	TOTAL FRIENDSHIP RD IMPROVEMENTS (SHARED OFF-SITE)				**$1,981,140.74**

SUBTOTAL CITY CONTRIBUTION	**$1,088,083.48**
CITY CONTINGENCY (10%)	**$108,808.35**
TOTAL CITY CONTRIBUTION	**$1,196,891.83**
DEVELOPER CONTRIBUTION	**$893,057.26**

Hickory Hill



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 3.**

Meeting Date: 11/06/2023

Prepared By: Billy Hartsfield, Fire Chief

Caption:

RESOLUTION NO. 7207

Authorizing the Purchase of a 2023 Spartan Legend Pumper from Metro Fire for the Sherman Fire Department through Sourcewell

Issue:

Replacing an aging fleet unit and addressing rescue operations.

Background:

Sherman Fire-Rescue requests the purchase of a 2023 Spartan ERV001 Legend Side Mount Pumper to replace an aged fire engine. This unit has additional storage capacity for rescue operations over a traditional engine. The approximate build time for the unit is 200 days.

Origination:

Sherman Fire-Rescue operates with four front line fire apparatus and three reserve apparatus. The addition of a new truck will rotate out an aged engine.

Financial Consideration:

The cost of the pumper is $626,669. This item has been budgeted for in FY2024.

Staff Recommendation:

Staff recommends purchase.

Alternatives:

Waiting until next year would cause the department to purchase an engine with an unproven motor.

Attachments

Resolution No. 7207

Vendor contract

RESOLUTION NO. 7207

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2023 SPARTAN LEGEND PUMPER FROM METRO FIRE FOR THE SHERMAN FIRE 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 Metro Fire through Sourcewell a new 2023 Spartan Legend Pumper at a total price of Six Hundred Twenty-Six Thousand Six Hundred Sixty-Nine dollars and Zero cents ($626,669.00). 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 2023-2024 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 6th day of November 2023.

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

SMEAL

SPARTAN REV GROUP
EMERGENCY RESPONSE
Brandon, SD | Charlotte, MI | Ephrata, PA | Snyder, NE
SPARTANER.COM

Sourcewell Formerly NJPA
Awarded Contract

Vendor Contract #113021-RVG-4

Friday, October 13, 2023

City of Sherman (Fire Department)
Member ID #2440
Chief Hartsfield
318 S Travis Street
Sherman, Texas 75090

We are pleased to offer to you a ERV001 ERV Legend Side Mount Pumper, FC-94 Commercial Chassis (4dr), Single Axle, 500 Gal Tank, 1250 GPM Pump through the Sourcewell® Contract, based on the provided specifications and drawings.

MSRP	$661,688.022
Sourcewell Discount	(-$35,019.22)
Discount Percentage	5.29 %
Total Contract Price	$626,669

Prices above do not include any Federal, State or local taxes.

We look forward to providing your agency with an industry leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure your apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.

METRO FIRE
APPARATUS SPECIALISTS, INC.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 4.**

Meeting Date: 11/06/2023

Prepared By: Billy Hartsfield, Fire Chief

Caption:

RESOLUTION NO. 7208

Authorizing Execution of an Agreement for Fire and Ambulance Services with Grayson County for the Period of October 1, 2023 Through September 30, 2024

Issue:

Authorizing Execution of an Agreement for Fire and Ambulance Services with Grayson County for the Period of October 1, 2023 Through September 30, 2024

Background:

The City and County have historically contracted for the City to provide the services through an annual contract. This is the 2024 version.

Origination:

Sherman Fire Department

Financial Consideration:

There is an increase in payment from the County in the 2024 contract:

2023 County Payment. $218,492.52 This is the total. It was paid monthly

2024 County Payment $345,000.00 This will be paid in monthly amounts of $28,750.00

An increase of $126,507.48

Staff Recommendation:

Staff recommends signature by designee.

Alternatives:

None

Attachments

RESOLUTION NO. 7208

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE AND AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; 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 any and all documentation being properly completed and approved as to form and content by the City Attorney, to enter into an Agreement for Fire and Ambulance Services with Grayson County for the period of October 1, 2023 through September 30, 2024, pursuant to the terms and provisions of the contract document attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of November 2023.

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

STATE OF TEXAS §

FISCAL YEAR 2024

COUNTY OF GRAYSON §

INTERLOCAL COOPERATION AGREEMENT
FOR
FIRE & AMBULANCE SERVICES

This Agreement for Ambulance Services (the "Agreement") is made by and between Grayson County, Texas (the "County"), and the City of Sherman, Texas (the "City").

Whereas, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Grayson County; and

Whereas, the City is a duly organized political subdivision of the State of Texas engaged in the administration of city government and related services including provision of fire protection and ambulance services;

Whereas, the County desires to obtain emergency ambulance and related emergency medical services, as well as fire protection services, for the benefit of the residents of the County living in the extraterritorial jurisdiction of the City and the unincorporated areas of the County depicted in "Exhibit A - Fire" and "Exhibit B – EMS," attached hereto and incorporated herein by reference, which the City is capable of providing, subject to the terms of this Agreement;

Whereas, the provision of emergency ambulance and fire protection services is a governmental function that serves the public health and welfare of County citizens;

Whereas, the City requires funding from the County to defray the expense of providing such services outside its city limits, that is, in the specific extraterritorial jurisdiction areas and unincorporated areas as described herein;

Whereas, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement, and County represents and warrants to City that the Grayson County Commissioners Court has authorized funds in amounts sufficient to pay or perform its obligations under this Agreement;

Whereas, the County and the City mutually desire to be subject to, and contract pursuant to, provisions of the Texas Government Code, Chapter 791; Texas Local Government Code, Chapter 352; and Texas Health and Safety Code, Section 774.003; and

NOW, THEREFORE, the County and the City, in consideration of the mutual promises, covenants and agreements stated herein, agree as follows:

TERM

The term of this Agreement shall be for the period beginning at 12:01 A.M. on October 1, 2023, and ending at 11:59 p.m. on September 30, 2024.

It is understood and agreed that this Agreement may be extended for additional one-year terms by written agreement of the parties.

CONSIDERATION

For the services provided by the City to the County, as set out below, the County shall provide to the City the sum of $28,750.00 per month during the term of this Agreement, which is due and payable by the 10th of each month. The first payment shall be due on or before October 10, 2023.

PERFORMANCE OF SERVICES & CITY RESPONSIBILITIES

The services to be rendered under this Agreement by the City are the ambulance and fire protection services normally rendered by the City to the citizens of the City in circumstances of emergency, but which services will now be extended to all citizens of the County residing in the extraterritorial jurisdiction of the City and the unincorporated area of the County depicted in "Exhibit A - Fire" and "Exhibit B – EMS"

attached hereto and incorporated herein by reference. Notwithstanding any statement to the contrary in this Agreement, "Exhibit A - Fire" sets forth the areas for which the City is obligated to provide fire protection services under this Agreement, and "Exhibit B – EMS" sets forth the areas for which the City is obligated to provide ambulance services under this Agreement.

It is recognized that the officers and employees of the City have the duty and responsibility of rendering ambulance and fire protection services in the areas defined above as well as areas within the City's corporate boundaries. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of said officers and employees of the City to determine priorities in the dispatching and use of equipment and personnel. Notwithstanding any statement to the contrary in this Agreement, the services to be provided under this Agreement shall not be arbitrarily withheld, but it is understood by the parties that unforeseen circumstances may arise which prevent the City from providing the services at a particular time. The City shall restore such services with all reasonable speed to the same level which existed prior to such unforeseen circumstances arising, if such should arise. It is recognized that the City has the primary and principal duty and responsibility of rendering services to citizens of the City. The County understands that the availability of the City's equipment and personnel will be subject to the demands within the City's corporate boundaries, which will in all cases take priority, as well as other existing interlocal and mutual aid agreements.

The City shall devote sufficient time and attention to ensure the performance of all duties and obligations of the City under this Agreement and shall provide immediate and direct supervision of the City's employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the City and the County.

All persons employed or used by the City in the performance of work under this Agreement shall hold all required and appropriate professional certifications, permits and/or licenses as required by all state and federal laws and regulations and shall conduct themselves in a professional manner.

The City shall staff and equip each ambulance and vehicle utilized to provide such emergency medical services pursuant to this Agreement with all items for operations as required for a MICU level of service, in compliance with all applicable state and federal standards;

Each party shall respond to reasonable data requests relevant to services provided under this Agreement and make its respective financial records available for audit and/or review by the other party, upon request by the other party.

The City will participate in after action reviews as requested by the Grayson County Office of Emergency Management of emergency incidents involving a response of the City under this Agreement.

The City will provide, and maintain current, contact information for the City to include active email addresses and telephone contact information for use by the Grayson County EOC and Sheriff's Office Communication Center.

The City will adopt the National Incident Management System ("NIMS') and take all necessary steps to implement NIMS including required NIMS training for all personnel contemplated to provide response services pursuant to this contract.

The City shall provide to the County monthly operating reports including all data set out in Exhibit C attached to this Agreement and in the format shown. The reports shall be provided to the County by email to allisons@co.grayson.tx.us or other email as designated by the County in writing. The first report under this Agreement for FY24 shall be due on or before the 15th day of November 2023.

Any billing and collection procedures used will be developed by the City. The County does not

require nor shall it be responsible for any billing or collection for services provided under this Agreement.

The service rate for all 911 and non-emergency transports shall be set by the City without consideration and approval from the County. Rates for services and collection rates will be provided to the County by the City upon request.

Nothing in this Agreement shall prohibit or limit City from separately billing and collecting charges and expenses from persons to whom ambulance or EMS services are provided under this Agreement ("Patients"). City shall have sole discretion over the amount of any such charges or expenses imposed on Patients. County shall have no authority over or responsibility for any Patient billing or collection activities for services provided by City under this Agreement. The Patient charges and expenses billed and/or collected by City shall be in addition to, and shall not affect, County's obligation to pay City for the amounts due under this Agreement. In addition, recovery of any additional sums or consideration from County residents by the City for response to grass or wildfire is strictly prohibited by this Agreement, except for responses resulting from the intentional act or omission of a County resident or other person, for which the City is entitled to seek recovery of additional sums or consideration. Inasmuch as the City acts as the County's agent for response, the City agrees to provide the fire protection services for grass or wildfire for the consideration in Paragraph 1 above. Except as otherwise provided above, this provision is included to prohibit the recovery of additional compensation directly from County residents by City only and shall not preclude the County and City from seeking state or federal assistance in the event of disaster or extraordinary response due to wildfire threat.

The City agrees to cooperate with other 9-1-1 emergency service providers in Grayson County, including without limitation, providing emergency contact information of chiefs and locations and numbers of ambulances available for immediate response. Mutual aid to other such county 9-1-1 providers will be at the sole discretion of the employees and officers tasked with such responsibilities by the City; however, during a time of declared disaster, local or in a neighboring jurisdiction, City shall follow the County Emergency Management Plans and commit such resources as are necessary and appropriate given the nature of the disaster and upon request of the Grayson County Judge or Emergency Management Coordinator.

AMENDMENT & MODIFICATION

Any alterations or deletions to the terms of this Agreement shall be by written amendment executed by both parties to this agreement. Any alterations, additions, or deletions to the terms of this agreement that are required by changes in Federal, State, or local law, or regulations, will be automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

FORM 1295 ACKNOWLEDGEMENT

The City acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

MISCELLANEOUS PROVISIONS

The following miscellaneous provisions apply to this Agreement:

All services furnished by the City shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations;

Neither party may assign this agreement or any rights, interest, or obligations under this agreement without the prior written approval of the other party.

The City shall be the holder of any state or federal licenses, permits, etc., required for the operation of the fire and rescue department, and shall make all necessary payments to maintain said licenses and permits.

SAFEGUARDING OF INFORMATION SYSTEMS

The City shall apply basic safeguarding requirements and procedures to protect the City's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the County or the public in connection with provision of the services under this agreement. This requirement does not include information provided by the County to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, security control requirements reflective of actions a prudent business person would employ.

NOTICES AND ADDRESSES OF PARTIES

Any notice required under this Agreement shall be delivered by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

To the County: Grayson County
Attn: Honorable County Judge
100 W. Houston, Suite 15
Sherman, TX 75090

To City: City of Sherman
Attn: City Manager
220 W Mulberry
Sherman, TX 75090

INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood and agreed that the City is an independent contractor in its relationship with the County. The County is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of the City. None of the benefits provided by the County to their employees are available to City employees, agents, or representatives. Notwithstanding the foregoing, and pursuant to Section 791.006(a) of the Texas Government Code, as amended, each party shall be solely responsible for any civil liability arising from furnishing or obtaining the services contemplated herein as fully and to the same extent as that party would have been responsible in the absence of this Agreement. The parties understand and agree that if City does not furnish personnel, equipment or services to County after being notified of the need for such services, City shall not be liable to County in damages or otherwise for the failure to furnish the same.

County agrees that the acts or omissions of any person dispatched by City pursuant to this Agreement, travelling to or from said calls, or in any manner furnishing services to County, outside the city limits of City, shall be considered to be the acts and agents of County in all respects, notwithstanding that such person may be a regular employee or independent contractor of City. Nothing in this Agreement at any time or in any manner shall be construed to 1) effect an agreement of partnership or joint venture, or 2) render the County the employer or master of the City, its employees, agents or representatives.

TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving sixty (60) days written notice to the other party at the address as provided herein.

GOVERNMENTAL IMMUNITY

The fact that the County and the City accept certain responsibilities relating to the rendition of fire protection and ambulance services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as governmental functions and that the doctrine of governmental immunity shall be, and is hereby, invoked to the fullest extent permitted by law. This Agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to, governmental immunity, that would otherwise be available to the parties against claims arising from the exercise of governmental powers and functions.

SEVERABILITY

In the event any provisions of this Agreement are for any reason held invalid, illegal, or unenforceable, they shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable they shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Texas and Grayson County is the proper venue for any action regarding this Agreement.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement of the Parties and supersedes any verbal or written representations of, to or by the Parties to each other.

Signed this_____day of_____,2023

City of Sherman, Texas

By: _____

City Manager

Signed this _____day of _____, 2023

Grayson County, Texas

By:_____

Grayson County Judge

POTTSBORO
DENISON
KNOLLWOOD
SHERMAN
SOUTHMAYD
GUNTER
DORCHESTER
HOWE
TOM BEAN
HAGERMAN
ENTERPRISE
REFUGE
CROW
KUSCH
WRIGHT
GOSNELL
KELLY
SOUTHEAST
GOLF
MAINE
HEIRONIMUS
AIRPORT
GAR GREEN
FLYING M
CHILES
WELL
PRESTON
DAVY
OASIS
LAKEWOOD
HILL CLARK
LOY LAKE
CATHEY
HARVEY
N TEC
JENNETTES
ECHO RIDGE
RC VAUGHAN
LOY LAKE
EXIT 66
PARK
THERESA
HIDDEN HILLS
PINEWAY
LA CIMA
WHITE WAY
KERR CHAPEL
PLAINVIEW
KREAGER
MATHIS
GAIL HILL
NAYLOR
REYNOLDS
SHADOW
MCCULLOUGH
BARTON
WOLFF
MEADOWLAKE
SALVAGE
LAMBERTH
CHATEAU
WASHINGTON
GIBBONS
ELLIOTT
FRIENDSHIP
SAM RAYBURN
HERITAGE
PLEASANT HOME
WIBLE
HIGGINS
OLD GUNTER
RAMS
WD HILL
TEE TAW
NORMAN
ROCKPORT
KENNEDY
OLD SCOGGINS
LAUGHLIN
OLD DORCHESTER
FORD
STEWART
BALLOU
WYATT
SPERRY
TAYLOR
BELDEN
NOEL
MIDWAY ACRES
HEFLEY
JOHN CUMMING
JOHN FIELDS
OLD PRESTON
BRADSHAW
MCBEE
FARMINGTON
MATTHEWS
STRAWN
MACKEY
HALL CEMETERY
CENTURY
SMITH
COLLINS
PONDEROSA
STARK
BENNETT
LOPEZ
TATE
ENLOE
OLD HIGHWAY 6
MARDELL
WAY 6
EXIT 53
OLD PATTERSON
BRADLEY
FIRST
MERRIMAN
HOG SKIN
LADD
POST OAK
CLIFF HESTAND
LUELLA
NELSON
MCGRAW
DAVENPORT
WATKINS
REDBUD
RIDGEVIEW
JODY
WEBB SMITH
TRIBBLE
QUAIL RUN
COKER
KEY
BILL
CREWS
ROCHELLE CANON
OLD IDA
CEDAR
ROBERTSON
BUSBY
SPEEDWAY
SUNNY
WARD NEAL
HAYES
BAKER RIDGE
JUNCTION
BETHANY
MAYES
WHITNEY
CALF CREEK
MEGSADIE
SMITH OAK
GRIGG
CRAFT
CALIMUS FLATT
SHAFFER
JOE WASHBURN
STARR
FERN
TRAIL
PHEASANT
BAKER
JOHNSON
INA
LEDBETTER
COE
DUNCAN
SOUTHGALE
MCCRAW
MURPHY
SINGLETREE
MIDDLE
ENGLAND
STOWERS
TEXAS
DOTY
OLD AIRPORT
GLENDA
BAILEY
AUSTIN
EISENHOWER
LARIAT
SNOW
TRACY
RICHERSON
SHERYL
YOUNG
JADE
ARTHUR
MONTES
FANNIN
DESVOIGNES
MARTIN
CLEVE COLE
CRONE
BRINK
WOODLAKE
JACK COLE
BROWN
BARBARA
RUSSELL
KELSEY
MAGNUS
JERRY PEDIGO
SHAFFER
JIM LAMB
WHITNEY
MAYES
JUNCTION
BETHANY
LESLIE
MITCHELL
WOODARD
BODDIE
ADAMS
BLUE CREEK
VICTORIA
PECAN VALLEY
JP CAVE
PINK HILL
LESLIE
MERRIMAN
HOG SKIN
FIRST
ELK
LADD
HARRELL
BENNETT
WILLIAMS
SCHNEIDER
GOLDEN SNAP
BURKETT
OUTBACK
BENTCREEK
HALL
COLE
CAMPGROUND
PENNELL
FRANKLIN
LUPER
GRAY BOTTOM
JACKSON
WHITEMOUND
LUELLA
MARY FITCH
SUNRISE
TERRA
NASH
JOE BOB
CADE CREEK
BALL
WORTHAM
GARRETT
HOPPER
ROAN
LANGFORD
BUB HILL
GANT
GRAY
GEORGE
RED
HAUN
PITCHFORK
MORRISON
CELTIC
ENLOE
DAVENPORT
MCGRAW
NELSON
WATKINS
REDBUD
RIDGEVIEW
JODY
WEBB SMITH
TRIBBLE
QUAIL RUN
COKER
KEY
BILL
CREWS
ROCHELLE CANON
OLD IDA
CEDAR
ROBERTSON
BUSBY
SPEEDWAY
SUNNY
WARD NEAL
HAYES
BAKER RIDGE
JUNCTION
BETHANY
MAYES
WHITNEY
CALF CREEK
MEGSADIE
SMITH OAK
GRIGG
CRAFT
CALIMUS FLATT
SHAFFER
JOE WASHBURN
STARR
FERN
TRAIL
PHEASANT
BAKER
JOHNSON
INA
LEDBETTER
COE
DUNCAN
SOUTHGALE
MCCRAW
MURPHY
SINGLETREE
MIDDLE
ENGLAND
STOWERS
TEXAS
DOTY
OLD AIRPORT
GLENDA
BAILEY
AUSTIN
EISENHOWER
LARIAT
SNOW
TRACY
RICHERSON
SHERYL
YOUNG
JADE
ARTHUR
MONTES
FANNIN
DESVOIGNES
MARTIN
CLEVE COLE
CRONE
BRINK
WOODLAKE
JACK COLE
BROWN
BARBARA
RUSSELL
KELSEY
MAGNUS
JERRY PEDIGO
SHAFFER

0 0.75 1

Monthly Grayson County OEM Report
Ambulance Data Requirements

District: _____ Report mmm/yyyy: _____

Date of Report: Number of FTSA:[1]

Run Type	Number of Calls
9-1-1 CALLS:[2]	
9-1-1 Transports :[3]	
Transports by FTSA	
Transports by non-FTSA:	
9-1-1 Non-Transports :[4]	
Treatment/ No Transport:	
No Treatment/ No Transport:	
Public Assist/ Welfare Check:	
Emergency Stand-by:[5]	
Cancelled:	
DOS	
Other: (explain)	
_____	
9-1-1 Transfer to Air Medical :[6]	
a _____	
b _____	
c _____	
TOTAL 9-1-1 CALLS	0
NON 9-1-1 CALLS:[7]	
Transfers by FTSA:	
Transfers by non-FTSA:	
Non-emergency Stand-by:	
TOTAL NON-9-1-1 CALLS	0
GRAND TOTAL CALLS THIS MONTH	0

MUTUAL AID REPORT[8]	
9-1-1 Responded in Mutual Aid capacity:	
a _____	
b _____	

RESPONSE TIME REPORT[9]	
9-1-1 Ambulance Response Time	
This month last year:	
This month this year:	

Monthly Grayson County OEM Report
Definitions

[1] Full Time Staffed Ambulance, ambulances staffed with full-time personnel.

[2] Number of 9-1-1 generated calls this month; includes walk ups.

[3] Number of 9-1-1 generated calls in which the patient was transported to appropriate

[4] Number of 9-1-1 generated calls in which the patient was not transported (patient refusal,

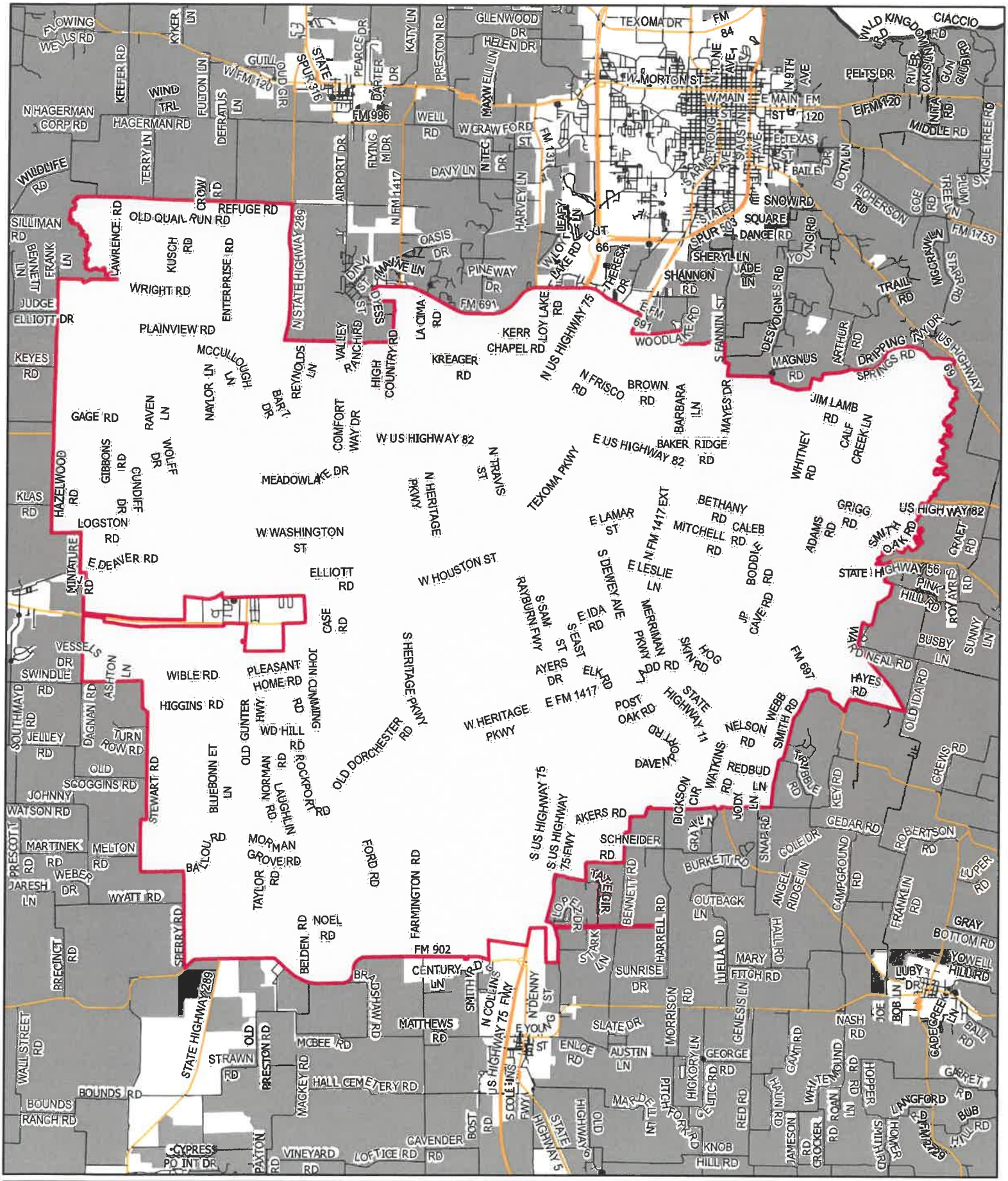
[5] Number of 9-1-1 generated calls in which EMS was requested to stand-by or stage from

[6] Number of 9-1-1 generated calls in which the patient was transferred to Air Medical for

[7] Number of 9-1-1 calls generated by means other than 9-1-1; scheduled/ non-scheduled

[8] Calls in which this agency responded to another district for mutual aid; list the district(s) and

[9] Average response time for 9-1-1 calls for the same report month in the previous year and

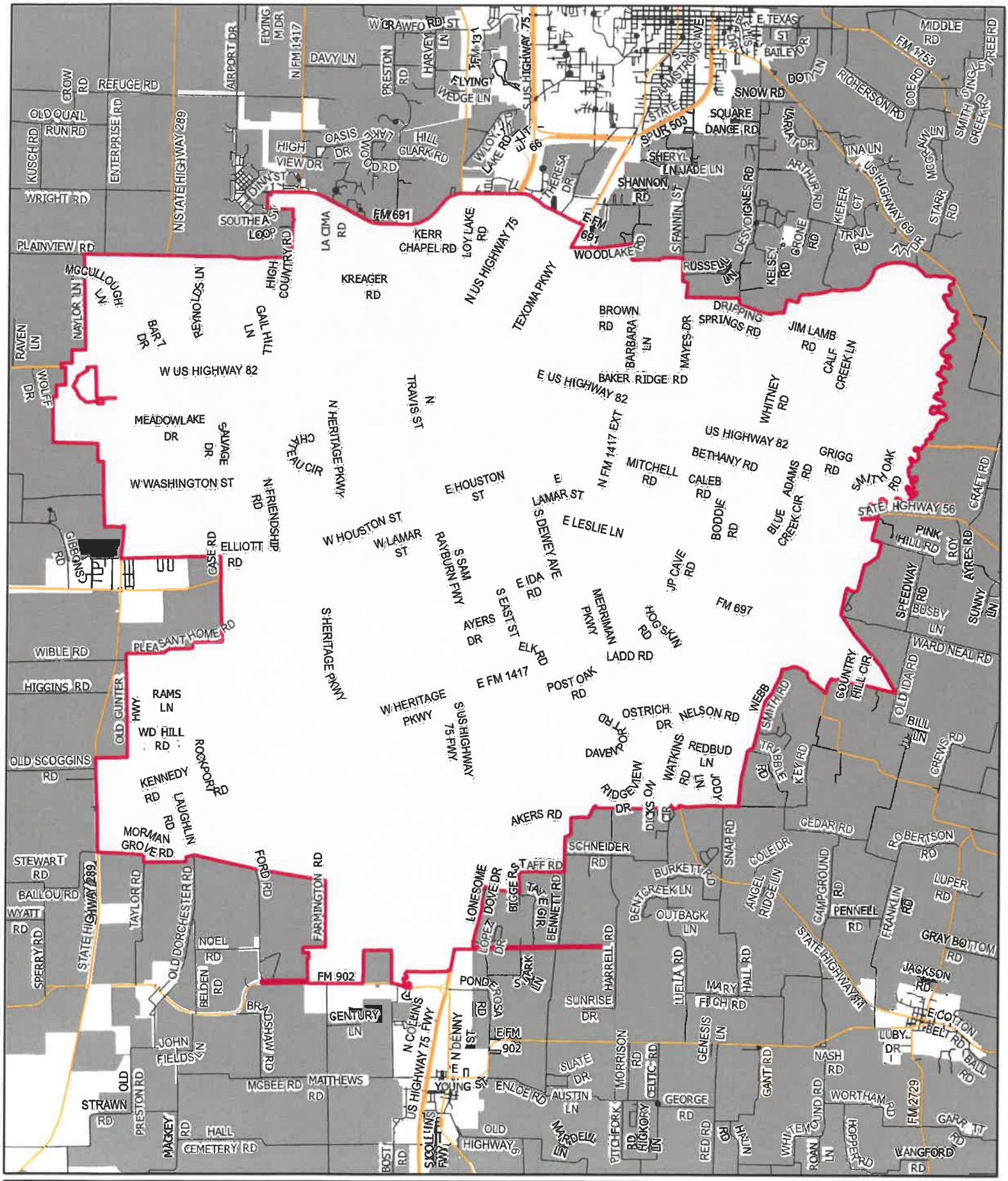


SHERMAN EMS
Boundary

Exhibit A

0 2.25 4.5 Miles

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes, and are intended for general information purposes only. It does not represent an on-the-ground survey and represents only approximate relative location of the property boundaries. All data provided represents current information as of the date shown and is believed to be accurate, but the accuracy is not warranted.



SHERMAN FD
Boundary

Exhibit A

0 2 4 Miles

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 5.**

Meeting Date: 11/06/2023

Prepared By: Moises Duran, Emergency Management Coordinator

Caption:

RESOLUTION NO. 7209

Approving the Hazard Mitigation Action Plan Update

Issue:

Approval of Hazard Mitigation Action Plan Update

Background:

The Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes. FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes. The City of Sherman has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards. The Grayson County Hazard Mitigation Action Plan Update outlines a mitigation vision, goals and objectives and assesses risk from a range of hazards, and identifies risk reduction strategies and actions for hazards that threaten the community.

Origination:

Emergency Management

Financial Consideration:

No financial considerations at this time. This action plan is needed to qualify the City to apply for future Federal and State emergency management grants.

Staff Recommendation:

Staff recommends accepting these updates to comply with State recommendations

Alternatives:

None at this time

Attachments

Resolution No. 7209
Letter
Grayson County HMAP Update

RESOLUTION NO. 7209

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS APPROVING THE HAZARD MITIGATION ACTION PLAN UPDATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, natural hazards in the City of Sherman area historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the City of Sherman has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Grayson County Hazard Mitigation Action Plan Update outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

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

SECTION 1: The Grayson County Hazard Mitigation Action Plan Update is approved in its entirety;

SECTION 2: The City of Sherman will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;

SECTION 3: The City of Sherman vests with the Mayor the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Action Plan Update will be reviewed at least annually; and that any needed adjustments will be presented to the City Council for consideration; and

SECTION 4: The City of Sherman to take such other action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Action Plan Update and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of November 2023.

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

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

September 27, 2023

Josh Davies, State Hazard Mitigation Officer
Texas Division of Emergency Management
P.O. Box 285
Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Grayson County, Texas Multi-Jurisdiction Hazard Mitigation Plan
Funding Source: HMGP; FEMA-4223-DR-TX;005

Dear Mr. Davies:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 898-5323.

Sincerely,

Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosure

cc: Marty Chester, R6-MT-HM

Enclosure A

Attached is the list of participating local governments included in the September 27, 2023 review of the referenced Hazard Mitigation plan.

	Community Name
1)	Bells Independent School District
2)	Bells town
3)	Collinsville Independent School District
4)	Collinsville town
5)	Denison city
6)	Denison Independent School District
7)	Dorchester city
8)	Grayson County
9)	Gunter city
10)	Gunter Independent School District
11)	Howe Independent School District
12)	Howe town
13)	Knollwood city
14)	Pottsboro Independent School District
15)	Pottsboro town
16)	Sadler city
17)	S and S Consolidated Independent School District
18)	Sherman city
19)	Sherman Independent School District
20)	Southmayd city
21)	Tioga Independent School District
22)	Tioga town
23)	Tom Bean city
24)	Tom Bean Independent School District
25)	Van Alstyne city
26)	Van Alstyne Independent School District
27)	Whitesboro city
28)	Whitesboro Independent School District
29)	Whitewright Independent School District
30)	Whitewright town

Adoption Submittal (Final)

Following the issuance this of Approvable Pending Adoption letter, all participants are provided one year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

The State must submit the plan files via:

Floodmaps File eXchange (FFX): https://www.floodmaps.fema.gov/ffx/

Risk Management Directorate (RMD) SharePoint:

https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx

Note: You will be requested to register if you have not already done so.
All plans containing Protected Critical Infrastructure Information (PCII) must be submitted through the Floodmaps File Exchange (FFX) to ensure secure file submissions.

---

1. Final draft of the plan in MS Word or pdf format containing:
   a. The final plan formatted as a single document.
   b. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc.…) Note: Adoption resolutions can be separate files. Additional adoptions are not required to provide a copy of the plan.
   c. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.

2. Send an email addressed to r6-mtd-planning@fema.dhs.gov as notification that the electronic file has been submitted. Please DO NOT send plans to the email inbox as it has very strict size limitations which will lock the inbox and not allow additional emails to be received. The email must include the following information:

   a. Include the follow when applicable: (Note: A submittal letter is no longer required.)
      i. Subject line [Approval Review for Name of Plan, State]
      ii. FEMA funding source, grant or disaster number, and project number (when applicable)
      iii. list of adopting jurisdictions
      iv. Plan File name (file name must include date submitted)

3. Submittals which do not conform to the above requirements will be returned to the State for resubmission



GRAYSON COUNTY
HAZARD MITIGATION ACTION PLAN

UPDATE 2023

Draft

Maintaining a Safe, Secure, and Sustainable Community

H2O PARTNERS

For more information, visit our website at:

https://www.co.grayson.tx.us

Written comments should be forwarded to:

H2O Partners, Inc.
P. O. Box 160130
Austin, Texas 78716
info@h2opartnersusa.com
www.h2opartnersusa.com

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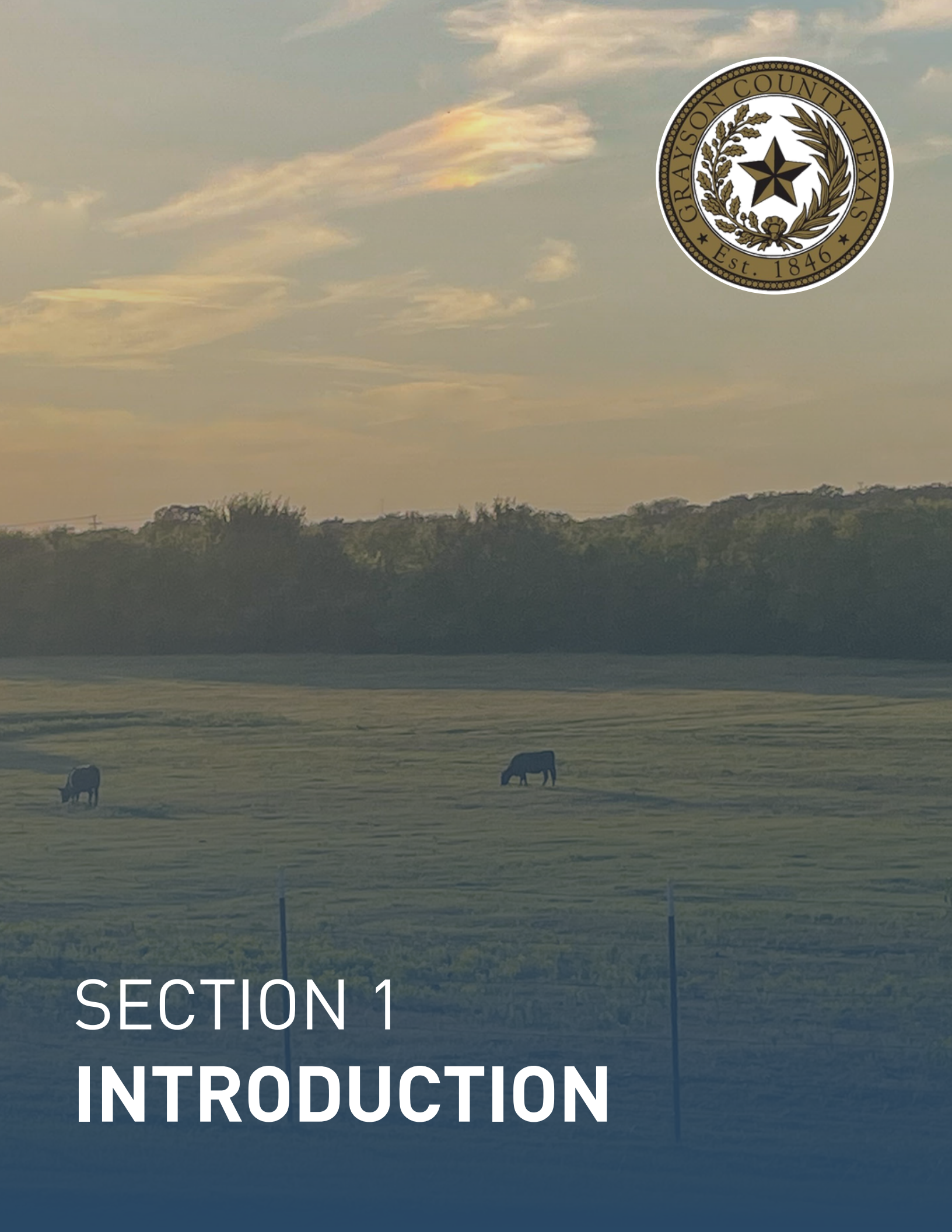

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INTRODUCTION

SECTION 1: INTRODUCTION

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BACKGROUND

Grayson County is in North Texas, approximately 60 miles north of Dallas. The northern portion of the County is bordered by Lake Texoma and the Red River, dividing Grayson County from the state of Oklahoma. Cooke County is adjacent to the west, Denton County borders the southwest portion of the county, Collin County is adjacent south, and Fannin County is adjacent east of Grayson County.

Texas is prone to extremely heavy rains and flooding with half of the world record rainfall rates (48 hours or less).[1] While flooding is a well-known risk, Grayson County is susceptible to a wide range of natural hazards, including but not limited to tornadoes, extreme heat, windstorms, and drought. These life-threatening hazards can destroy property, disrupt the economy, and lower the overall quality of life for individuals.

While it is impossible to prevent an event from occurring, the impacts from many hazards on people and property can be lessened through mitigation. The Federal Emergency Management Agency (FEMA) defines mitigation as *sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects.*[2] Communities participate in hazard mitigation by developing hazard mitigation plans. The Texas Division of Emergency Management (TDEM) is required to review the plan and FEMA has the authority to review and approve hazard mitigation plans through the Disaster Mitigation Act of 2000.

The Disaster Mitigation Act requires that hazard mitigation plans be reviewed and revised every five years to maintain eligibility for Hazard Mitigation Assistance (HMA) grant funding. FEMA approved the Grayson County HMAP in 2012, which expired in 2017, therefore, the County began the process of developing a Hazard Mitigation Action Plan Update in order to regain eligibility for grant funding. The HMAP Update planning process provided an opportunity for Grayson County to evaluate successful mitigation actions and explore opportunities to avoid future disaster loss. Grayson County selected H2O Partners, Inc. to write and develop the 2023 HMAP Update, hereinafter titled: “Grayson County Hazard Mitigation Plan Update 2023: Maintaining a Safe, Secure, and Sustainable Community” (Plan or Plan Update). This is a multi-jurisdictional plan; the participating jurisdictions include: Grayson County, City of Bells, City of Collinsville, City of Denison, City of Dorchester, City of Gunter, City of Howe, City of Knollwood, City of Pottsboro, City of Sadler, City of Sherman, City of Southmayd, City of Tioga, City of Tom Bean, City Van Alstyne, City of Whitesboro, City of Whitewright, Bells ISD, Collinsville ISD, Denison ISD, Gunter ISD, Howe ISD, Pottsboro ISD, S&S Consolidated ISD, Sherman ISD, Tioga ISD, Tom Bean ISD, Van Alstyne ISD, Whitesboro ISD, and Whitewright ISD.

[1] http://www.floodsafety.com/texas/regional-info/san-antonio-flooding/
[2] http://www.fema.gov/hazard-mitigation-planning-resources

SECTION 1: INTRODUCTION

Hazard mitigation activities are an investment in a community's safety and sustainability. It is widely accepted that the most effective hazard mitigation measures are implemented at the local government level, where decisions on the regulation and control of development are ultimately made. A comprehensive review of a hazard mitigation plan addresses vulnerabilities to hazards that exist today and in the foreseeable future. Therefore, it is essential that a plan identify projected patterns of how future development will increase or decrease a community's overall hazard vulnerability.

SCOPE

The focus of the Plan Update is to identify activities to mitigate hazards classified as "high" or "moderate" risk, as determined through a detailed hazard risk assessment conducted for Grayson County and the participating jurisdictions. The hazard classification enables the participating jurisdictions to prioritize mitigation actions based on hazards which can present the greatest risk to lives and property in the geographic scope.

PURPOSE

The Plan Update was prepared by Grayson County, participating jurisdictions, and H2O Partners, Inc. The purpose of the Plan Update is to protect people and structures and to minimize the costs of disaster response and recovery. The goal of the Plan Update is to minimize or eliminate long-term risks to human life, property, operations, and the environment from known hazards by identifying risks and implementing cost-effective hazard mitigation actions. The planning process is an opportunity for participating jurisdictions within Grayson County, stakeholders, and the general public to evaluate and develop successful hazard mitigation actions to reduce future risk of loss of life and damage to property resulting from a disaster in Grayson County.

The Mission Statement of the Plan Update is, "*Maintaining a secure and sustainable future through the revision and development of targeted hazard mitigation actions to protect life and property."*

Participating jurisdictions within Grayson County, and planning participants identified ten natural hazards to be addressed by the Plan Update. The specific goals of the Plan Update are to:

- Provide a comprehensive update to the 2012 HMAP;
- Minimize disruption to participating jurisdictions within Grayson County following a disaster;
- Streamline disaster recovery by articulating actions to be taken before a disaster strikes to reduce or eliminate future damage;
- Demonstrate a firm local commitment to hazard mitigation principles;
- Serve as a basis for future funding that may become available through grant and technical assistance programs offered by the State or Federal government. The Plan will enable participating jurisdictions within Grayson County to take advantage of rapidly developing mitigation grant opportunities as they arise; and
- Ensure that participating jurisdictions within Grayson County maintain eligibility for the full range of future Federal disaster relief.

SECTION 1: INTRODUCTION

AUTHORITY

The Plan is tailored specifically for participating jurisdictions within Grayson County and plan participants including Planning Team members, stakeholders, and the general public who participated in the Plan Update development process. The Plan complies with all requirements promulgated by the Texas Division of Emergency Management (TDEM) and all applicable provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Section 104 of the Disaster Mitigation Act of 2000 (DMA 2000) (P.L. 106-390), and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004 (P.L. 108–264), which amended the National Flood Insurance Act (NFIA) of 1968 (42 U.S.C. 4001, et al). Additionally, the Plan complies with the Interim Final Rules for the Hazard Mitigation Planning and Hazard Mitigation Grant Program (44 CFR, Part 201), which specify the criteria for approval of mitigation plans required in Section 322 of the DMA 2000 and standards found in FEMA's "Local Mitigation Policy Guide" (Effective April 19, 2023), and the "Local Mitigation Planning Handbook" (March 2013). Additionally, the Plan is developed in accordance with FEMA's Community Rating System (CRS) Floodplain Management Plan standards and policies.

SUMMARY OF SECTIONS

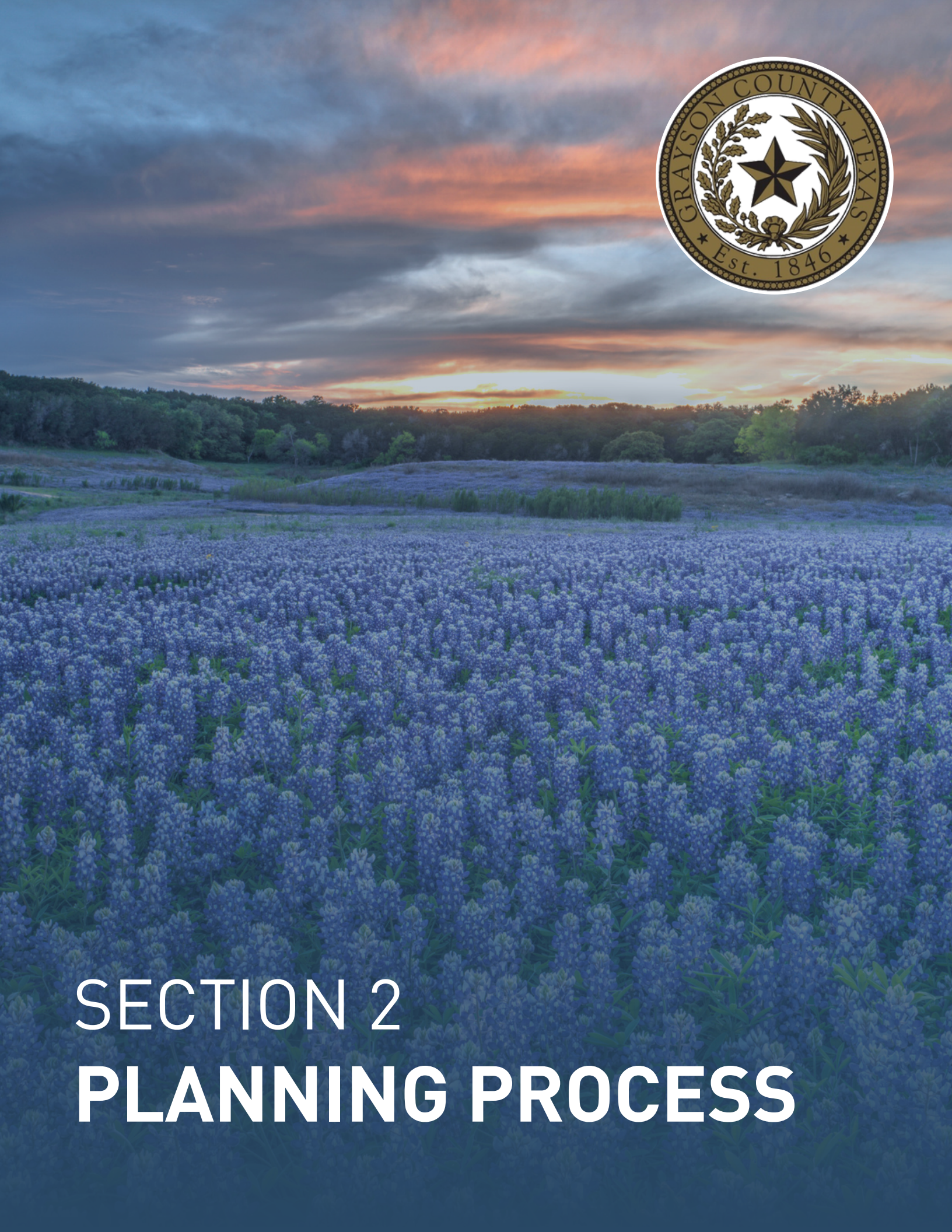
Sections 1 and 2 of the Plan Update outline the Plan's purpose and development, including how Planning Team members, stakeholders, and members of the general public were involved in the planning process. Section 3 profiles Grayson County's population and economy.

Sections 4 through 14 present a hazard overview and information on individual natural hazards in the planning area. The hazards generally appear in order of priority based on potential losses to life and property, and other community concerns. For each hazard, the Plan Update presents a description of the hazard, a list of historical hazard events, and the results of the vulnerability and risk assessment process.

Section 15 presents hazard mitigation goals and objectives. Section 16 gives an analysis for the previous actions and Section 17 presents hazard mitigation actions for Grayson County and the participating jurisdictions. Section 18 identifies Plan maintenance mechanisms.

The list of planning team members and stakeholders is located in Appendix A. Public survey results are analyzed and presented in Appendix B. Appendix C contains a detailed list of critical facilities for the area. Appendix D contains information regarding Dam locations within Grayson County. Appendix E contains information regarding workshops and meeting documentation. Capability Assessment results for participating jurisdictions within Grayson County are in Appendix F. Appendix G includes State and Federal Funding Opportunities.[3]

[3] Information contained in some of these appendices are exempt from public release under the Freedom of Information Act (FOIA).



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SECTION 2: PLANNING PROCESS

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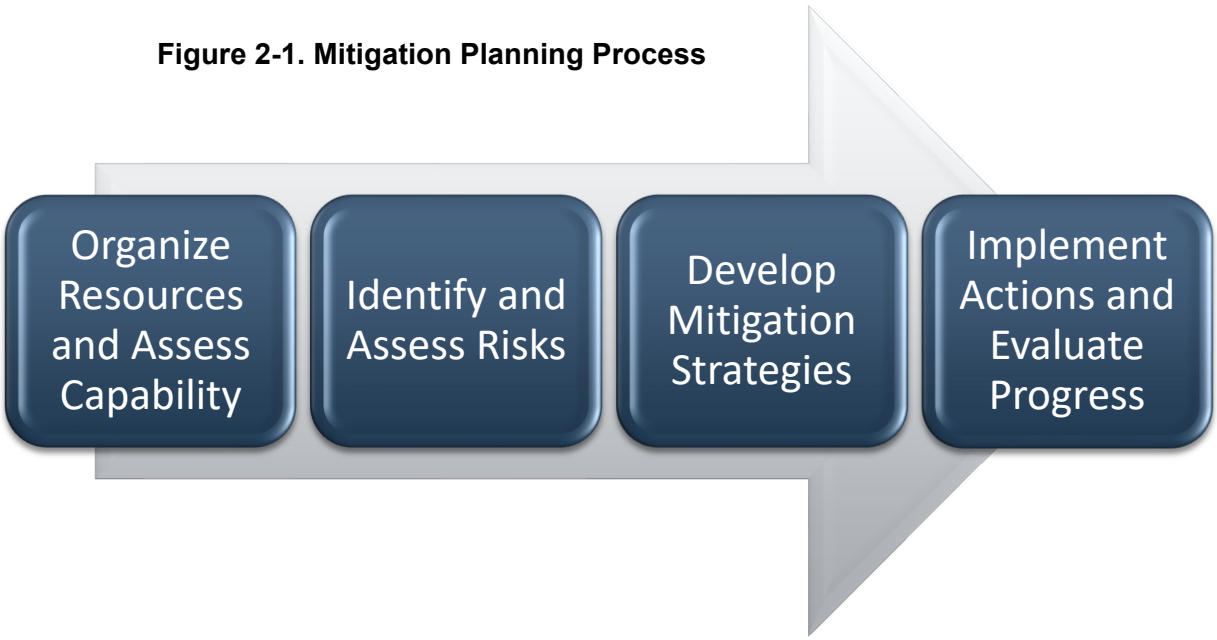
PLAN PREPARATION AND DEVELOPMENT

Hazard mitigation planning involves coordination with various constituents and stakeholders to develop a more disaster-resistant community. Section 2 provides an overview of the planning process including the identification of key steps and a detailed description of how stakeholders and the public were involved.

OVERVIEW OF THE PLAN

Grayson County hired H2O Partners, Inc. (Consultant Team), to provide technical support and oversee the development of the Grayson County Hazard Mitigation Action Plan Update 2023. The Consultant Team used the FEMA "Local Mitigation Planning Policy Guide" (Effective April 19, 2023), and the "Local Mitigation Planning Handbook" (March 2013) to develop the Plan Update. The overall planning process is shown in Figure 2-1 below.

Figure 2-1. Mitigation Planning Process



Grayson County, participating jurisdictions, and the Consultant Team met in August 2022 to begin organizing resources, identify Planning Team members, and conduct a Capability Assessment.

PLANNING TEAM

Key members of H2O Partners, Inc. developed the Plan Update in conjunction with the Planning Team. The Planning Team was established using a direct representation model. Some of the responsibilities of the Planning Team included: completing Capability Assessment surveys, providing input regarding the identification of hazards, identifying mitigation goals, and developing mitigation strategies. An Executive Planning Team consisting of key personnel involved in hazard mitigation activities from each of the participating jurisdictions within Grayson County, shown in Table 2-1, was formed to coordinate planning efforts and request input and participation in the planning process. Participation in this planning process is defined as being engaged in the process through attending meetings, providing data and related information, providing updates on previous actions, and reviewing and commenting on draft versions of the plan. Table 2-2 reflects the Advisory Planning Team, consisting of additional representatives from area organizations and departments from the participating jurisdictions within Grayson County that participated throughout the planning process. All Executive and Advisory Planning Team members are involved in hazard mitigation activities; many of those team members are elected officials or otherwise work in departments with regulatory authority such as Floodplain Management and Economic Development.

Table 2-1. Executive Planning Team

ORGANIZATION / DEPARTMENT	TITLE
Grayson County	Assistant Emergency Management Coordinator
Grayson County	Emergency Management Coordinator
City of Bells	Fire Chief

ORGANIZATION / DEPARTMENT	TITLE
City of Collinsville	City Administrator
City of Denison	Emergency Management Coordinator
City of Dorchester	Mayor
City of Gunter	Director of Community & Economic Development
City of Howe	City Administrator
City of Knollwood	City Secretary
City of Pottsboro	Emergency Management Coordinator / Fire Chief
City of Sadler	Emergency Management Coordinator
City of Sherman	Emergency Management Coordinator
City of Southmayd	Chief of Police
City of Tioga	Chief of Police
City of Tom Bean	City Secretary
City of Van Alstyne	Fire Chief / Emergency Management Coordinator
City of Whitesboro	Assistant Fire Chief / Emergency Management Coordinator
City of Whitewright	Director of Public Works
Bell ISD	ISD Chief of Police
Collinsville ISD	School Resource Officer
Denison ISD	Assistant Superintendent
Gunter ISD	Chief Operations Officer
Howe ISD	ISD Chief of Police
Pottsboro ISD	Assistant Superintendent
S&S CISD	Director of Support Services
Sherman ISD	Director of Safety
Tioga ISD	School Board President
Tom Bean ISD	Assistant Superintendent
Van Alstyne ISD	Director of Safety and Security

ORGANIZATION / DEPARTMENT	TITLE
Whitesboro ISD	ISD Chief of Police
Whitewright ISD	ISD Chief of Police

Table 2-2. Advisory Planning Team

ORGANIZATION / DEPARTMENT	TITLE
Grayson County	Chief Sheriff's Deputy
Grayson County	Commissioner of Precinct 1
Grayson County	Commissioner of Precinct 2
Grayson County	Commissioner of Precinct 3
Grayson County	Commissioner of Precinct 4
Grayson County	County Judge
Grayson County	Facility Manager
City of Bells	Chief of Police
City of Bells	City Administrator
City of Bells	Council Member
City of Bells	Mayor
City of Collinsville	City Secretary
City of Collinsville	Chief of Police
City of Collinsville	Police Sergeant of the K-9 Unit
City of Collinsville	Reserve Officer
City of Denison	Assistant Fire Chief
City of Denison	Assistant to the City Manager / City Clerk
City of Denison	City Manager
City of Denison	City Planner
City of Denison	Director of Development Services
City of Denison	Interim City Manager
City of Denison	Mayor
City of Dorchester	City Clerk

ORGANIZATION / DEPARTMENT	TITLE
City of Dorchester	Mayor Pro-Team
City of Gunter	Fire Chief
City of Gunter	Mayor
City of Howe	Chief of Police
City of Howe	Mayor
City of Knollwood	Mayor
City of Pottsboro	Chief of Police
City of Pottsboro	City Council Member
City of Pottsboro	City Manager
City of Pottsboro	Development Coordinator
City of Sadler	City Administrator
City of Sadler	City Council Member Position 1
City of Sadler	City Council Member Position 3
City of Sherman	City Manager
City of Sherman	Executive Director of Public Safety
City of Sherman	Grants Coordinator
City of Sherman	Interim Fire Chief
City of Southmayd	City Council Member
City of Southmayd	Fire Chief
City of Southmayd	Mayor
City of Southmayd	Mayor Pro-Team
City of Tioga	City Secretary
City of Tioga	Mayor
City of Tioga	Police Officer
City of Tom Bean	City Council Member
City of Tom Bean	Mayor
City of Tom Bean	Mayor Pro-Team

ORGANIZATION / DEPARTMENT	TITLE
City of Van Alstyne	Chief of Police
City of Van Alstyne	City Manager
City of Van Alstyne	Grants and Special Projects
City of Van Alstyne	Mayor
City of Whitesboro	City Administrator
City of Whitewright	City Clerk
City of Whitewright	City Secretary
City of Whitewright	Fire Chief
City of Whitewright	Mayor
Bell ISD	Assistant Superintendent
Bell ISD	Superintendent
Collinsville ISD	Elementary School Principal
Collinsville ISD	High School Principal
Collinsville ISD	Superintendent
Denison ISD	Assistant Superintendent for Business Services
Denison ISD	School Resource Officer
Denison ISD	Superintendent
Gunter ISD	ISD Police Officer
Howe ISD	Assistant Superintendent
Howe ISD	Superintendent
Pottsboro ISD	Student Services Coordinator
Pottsboro ISD	Superintendent
Pottsboro ISD	Superintendent's Secretary
S&S CISD	Assistant Director of Support Services
S&S CISD	Director of Student Services
S&S CISD	Superintendent
Sherman ISD	Director of Maintenance and Operations

ORGANIZATION / DEPARTMENT	TITLE
Sherman ISD	ISD Police Chief
Sherman ISD	School / District Nurse
Tom Bean ISD	Superintendent
Van Alstyne ISD	Assistant Superintendent
Van Alstyne ISD	Fire Chief for the City of Van Alstyne
Van Alstyne ISD	Police Chief for the City of Van Alstyne
Van Alstyne ISD	Superintendent
Van Alstyne ISD	Superintendent's Secretary
Whitesboro ISD	Superintendent
Whitewright ISD	Assistant Superintendent

Additionally, a Stakeholder Group was invited via email to participate in the planning process by attending meetings, commenting on draft versions of the plan, and/or by providing data to inform the planning process. The Consultant Team, Planning Teams, and Stakeholder Group coordinated to identify mitigation goals, and develop mitigation strategies and actions for the Plan. Appendix A provides a complete listing of all participating Planning Team members and stakeholders from participating jurisdictions within Grayson County by organization and title. Stakeholder involvement is discussed further below.

Based on results of completed Capability Assessment, participating jurisdictions within Grayson County described methods for achieving future hazard mitigation measures by expanding existing capabilities. For example, each jurisdiction has an opportunity to identify opportunities for cross-training or increasing the technical expertise of staff by attending free training available through FEMA and the Texas Division of Emergency Management (TDEM) by monitoring classes and availability through preparingtexas.org. In addition, each jurisdiction can identify Planning Team members with the authority to monitor the Plan and identify grant funding opportunities for expanding staff. Other options for improving capabilities for each jurisdiction include the following:

Table 2-3. Opportunities for Improving and Expanding Existing Capabilities by Jurisdiction

JURISDICTION	OPPORTUNITIES
Grayson County	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Review current floodplain ordinances for opportunities to increase resiliency such as modifying permitting or building codes. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Bells	• Integrate risk information from HMAP into future updates to Comprehensive Plan.

JURISDICTION	OPPORTUNITIES
	• Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Collinsville	• Integrate risk information from HMAP into future updates to Comprehensive Plan. • Reviewing current floodplain ordinances for opportunities to increase resiliency such as modifying permitting or building codes. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Denison	• Integrate risk information from HMAP into future updates to Comprehensive Plan. • Reviewing current floodplain ordinances for opportunities to increase resiliency such as modifying permitting or building codes. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Dorchester	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Integrate risk information from HMAP into future updates to Comprehensive Plan. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Gunter	• Integrate risk information from HMAP into future updates to Comprehensive Plan. • Reviewing current floodplain ordinances for opportunities to increase resiliency such as modifying permitting or building codes. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Howe	• Integrate risk information from HMAP into future updates to Comprehensive Plan. • Reviewing current floodplain ordinances for opportunities to increase resiliency such as modifying permitting or building codes. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Knollwood	• Integrate risk information from HMAP into future updates to Comprehensive Plan. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Pottsboro	• Integrate risk information from HMAP into future updates to Comprehensive Plan. • Reviewing current floodplain ordinances for opportunities to increase resiliency such as modifying permitting or building codes. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Sadler	• Integrate risk information from HMAP into future updates to Comprehensive Plan. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.

JURISDICTION	OPPORTUNITIES
City of Sherman	• Integrate risk information from HMAP into future updates to Comprehensive Plan. • Reviewing current floodplain ordinances for opportunities to increase resiliency such as modifying permitting or building codes. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Southmayd	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Reviewing current floodplain ordinances for opportunities to increase resiliency such as modifying permitting or building codes. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Tioga	• Integrate risk information from HMAP into future updates to Comprehensive Plan. • Reviewing current floodplain ordinances for opportunities to increase resiliency such as modifying permitting or building codes. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Tom Bean	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Van Alstyne	• Integrate risk information from HMAP into future updates to Comprehensive Plan. • Reviewing current floodplain ordinances for opportunities to increase resiliency such as modifying permitting or building codes. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Whitesboro	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Integrate risk information from HMAP into future updates to Comprehensive Plan. • Reviewing current floodplain ordinances for opportunities to increase resiliency such as modifying permitting or building codes. • Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
City of Whitewright	• Developing land use and building ordinances that will require all new developments to conform to the highest mitigation standards.
Bell ISD	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Develop an all-hazards outreach program in coordination with Grayson County, City of Bells and other ISDs in the County.
Collinsville ISD	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Develop an all-hazards outreach program in coordination with Grayson County, City of Collinsville and other ISDs in the County.

JURISDICTION	OPPORTUNITIES
Denison ISD	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Develop an all-hazards outreach program in coordination with Grayson County, City of Denison and other ISDs in the County.
Gunter ISD	• Develop an all-hazards program in coordination with Grayson County, City of Gunter and other ISDs in the County.
Howe ISD	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Develop an all-hazards outreach program in coordination with Grayson County, City of Howe and other ISDs in the County.
Pottsboro ISD	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Develop an all-hazards outreach program in coordination with Grayson County, City of Pottsboro and other ISDs in the County.
S&S CISD	• Develop an all-hazards program in coordination with Grayson County, Cities of Sadler and Southmayd, and other ISDs in the County.
Sherman ISD	• Develop an all-hazards outreach program in coordination with Grayson County, City of Sherman and other ISDs in the County.
Tioga ISD	• Develop an all-hazards outreach program in coordination with Grayson County, City of Tioga and other ISDs in the County.
Tom Bean ISD	• Develop an all-hazards outreach program in coordination with Grayson County, City of Tom Bean and other ISDs in the County.
Van Alstyne ISD	• Develop an all-hazards outreach program in coordination with Grayson County, City of Van Alstyne and other ISDs in the County.
Whitesboro ISD	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Develop an all-hazards outreach program in coordination with Grayson County, City of Whitesboro and other ISDs in the County.
Whitewright ISD	• Develop a Capital Improvement Plan based on information in the risk assessment and identified mitigation projects within the HMAP. • Develop an all-hazards outreach program in coordination with Grayson County, City of Whitewright and other ISDs in the County.

Sample hazard mitigation actions developed with similar hazard risk were shared at the meetings. These important discussions resulted in the development of multiple mitigation actions that are included in the Plan Update to further mitigate risk from natural hazards in the future.

The Planning Team developed hazard mitigation actions for mitigating risk from all of the identified hazards within this Plan Update, including potential tornado, drought, and extreme heat events. These actions include but are not limited to installing generators at critical facilities, developing a Community Wildfire Protection Plan (CWPP), and educating citizens to practice hazard mitigation techniques.

PLANNING PROCESS

The process used to prepare the Plan Update followed the four major steps included at Figure 2-1. After the Planning Team was organized, a capability assessment was developed and

distributed at the Kick-Off Workshop. Hazards were identified and assessed, and results associated with each of the hazards were provided at the Risk Assessment Workshop. Based on Grayson County's identified vulnerabilities, specific mitigation strategies were discussed and developed at the Mitigation Strategy Workshop. Finally, Plan maintenance and implementation procedures were developed and are included in Section 18. Participation of Planning Team members, stakeholders, and the public at each of the workshops is documented in Appendix E.

At the Plan development workshops held throughout the planning process described herein, the following factors were taken into consideration:

- The nature and magnitude of risks currently affecting the community;
- Hazard mitigation goals to address current and expected conditions;
- Whether current resources will be sufficient for implementing the Plan Update;
- Implementation problems, such as technical, political, legal, and coordination issues that may hinder development;
- Anticipated outcomes; and
- How participating jurisdictions within Grayson County, agencies, and partners will participate in implementing the Plan Update.

KICKOFF WORKSHOP

The Kickoff Workshop was held on September 21, 2022 at Grayson College Center for Workplace Learning Auditorium in the City of Denison. The initial workshop informed participating officials and key department personnel about how the planning process pertained to their distinct roles and responsibilities and engaged stakeholder groups that focus on vulnerable populations and underserved communities including, but not limited to Habitat for Humanity, United Way, Meals on Wheels, Masterkey Ministries, local medical partners, and surrounding counties. In addition to the kickoff presentation, participants received the following information:

- Project overview regarding the planning process;
- Public survey access information;
- Hazard Ranking form; and
- Capability Assessment survey for completion.

A risk ranking exercise was conducted at the Kickoff Workshop to get input from the Planning Team and stakeholders pertaining to various risks from a list of natural hazards affecting the planning area. Participants ranked hazards high to low in terms of perceived level of risk, frequency of occurrence, and potential impact.

HAZARD IDENTIFICATION

At the Kickoff Workshop, and through e-mail and phone correspondence, the Planning Team conducted preliminary hazard identification. The Planning Team in coordination with the Consultant Team reviewed and considered a full range of natural hazards. Once identified, the teams narrowed the list to significant hazards by reviewing hazards affecting the area as a whole, the 2018 State of Texas Hazard Mitigation Plan, and initial study results from reputable sources such as federal and state agencies. Based on this initial analysis, the teams identified a total of ten natural hazards which pose a significant threat to the planning area.

SECTION 2: PLANNING PROCESS

RISK ASSESSMENT

An initial risk assessment for participating jurisdictions within Grayson County was completed in November 2022 and results were presented to Planning Team members at the Risk Assessment Workshop held on November 28, 2022, at Grayson College in the City of Denison. At the workshop, the characteristics and consequences of each hazard were evaluated to determine the extent to which the planning area would be affected in terms of potential danger to property and citizens.

Property and crop damages were estimated by gathering data from the National Centers for Environmental Information (NCEI) and National Oceanic and Atmospheric Administration (NOAA). The assessment also examined the impact of various hazards on the built environment, including general building stock, critical facilities, lifelines, and infrastructure. The resulting risk assessment profiled hazard events provided information on previous occurrences, estimated probability of future events, and detailed the spatial extent and magnitude of impact on people and property. Each participant at the Risk Assessment Workshop was provided a risk ranking sheet that asked participants to rank hazards in terms of the probability or frequency of occurrence, extent of spatial impact, and the magnitude of impact. The results of the ranking sheets identified unique perspectives on varied risks throughout the planning area.

The assessments were also used to set priorities for hazard mitigation actions based on potential loss of lives and dollar losses. A hazard profile and vulnerability analysis for each of the hazards can be found in Sections 4 through 14.

MITIGATION REVIEW AND DEVELOPMENT

Developing the Mitigation Strategy for the Plan involved identifying mitigation goals and new mitigation actions. A Mitigation Workshop was held on January 24, 2023, at Grayson College in the City of Denison. In addition to the Planning Team, stakeholder groups were invited to attend the workshop. Regarding hazard mitigation actions, workshop participants emphasized the desire for tornado and winter storm projects. Additionally, the participating jurisdictions were proactive in identifying mitigation actions to lessen the risk of all the identified hazards included in the Plan Update.

An inclusive and structured process was used to develop and prioritize new hazard mitigation actions for the Plan Update. The prioritization method was based on FEMA's STAPLE+E criteria and included social, technical, administrative, political, legal, economic, and environmental considerations. As a result, each Planning Team Member assigned an overall priority to each hazard mitigation action. The overall priority of each action is reflected in the hazard mitigation actions found in Section 17.

Planning Team Members then developed action plans identifying proposed actions, costs and benefits, the responsible organization(s), effects on new and existing buildings, implementation schedules, priorities, and potential funding sources.

Specifically, the process involved:

- Listing optional hazard mitigation actions based on information collected from previous plan reviews, studies, and interviews with federal, state, and local officials. Workshop participants reviewed the optional mitigation actions and selected actions that were most applicable to their area of responsibility, cost-effective in reducing risk, easily implemented, and likely to receive institutional and community support.

- Workshop participants inventoried federal and state funding sources that could assist in implementing the proposed hazard mitigation actions. Information was collected, including the program name, authority, purpose of the program, types of assistance and eligible projects, conditions on funding, types of hazards covered, matching requirements, application deadlines, and a point of contact.
- Planning Team Members considered the benefits that would result from implementing the hazard mitigation actions compared to the cost of those projects. Although detailed cost-benefit analyses were beyond the scope of the Plan Update, Planning Team Members utilized economic evaluation as a determining factor between hazard mitigation actions.
- Planning Team Members then selected and prioritized mitigation actions.

Hazard mitigation actions identified in the process were made available to the Planning Team for review. The draft Plan Update was maintained on file by Grayson County and participating jurisdictions and was made available to the general public for review.

REVIEW AND INCORPORATION OF EXISTING PLANS

REVIEW

Background information utilized during the planning process included various studies, plans, reports, and technical information from sources such as FEMA, the United States Army Corps of Engineers (USACE), the U.S. Fire Administration, National Oceanic and Atmospheric Administration (NOAA), the Texas Water Development Board (TWDB), the Texas Commission on Environmental Quality (TCEQ), the Texas State Data Center, Texas Forest Service, the Texas Division of Emergency Management (TDEM), and local hazard assessments and plans. Section 4 and the hazard-specific sections of the Plan (Sections 5-14) summarize the relevant background information.

Specific background documents, including those from FEMA, provided information on hazard risk, hazard mitigation actions currently being implemented, and potential mitigation actions. Previous hazard events, occurrences, and descriptions were identified through NOAA's National Centers for Environmental Information (NCEI). Results of past hazard events were found through searching the NCEI. The USACE studies were reviewed for their assessment of risk and potential projects in the region. Information from the State Demographer was reviewed for population and other projections and included in Section 3 of the Plan. Data from the Texas Forest Service was used to appropriately rank the wildfire hazard, and to help identify potential grant opportunities. Materials from FEMA and TDEM were reviewed for guidance on Plan Update development requirements.

INCORPORATION OF EXISTING PLANS INTO THE HMAP PROCESS

A Capability Assessment was completed by key departments from the participating jurisdictions within Grayson County which provided information pertaining to existing plans, policies, ordinances, and regulations to be integrated into the goals and objectives of the Plan Update. The relevant information was included in a master Capability Assessment, Appendix F.

Existing projects and studies were utilized as a starting point for discussing hazard mitigation actions among Planning and Consultant Team members. For example, Grayson County has completed several actions, including installing automated alert systems at low water crossings, increasing public awareness the importance of hail coverage and identified locations for cooling

centers and have developed partnerships with local nonprofits to coordinate the opening of the centers during extreme heat events. The City of Bells developed a water consumption reduction plan and implemented a water conservation awareness program. The City of Howe developed water usage restrictions during events and implemented an early warning system (Code Red) for public notification. The City of Pottsboro completed drainage projects to address flooding issues and aerial inspections of tree canopy to identify areas at risk of power outages due to broken limbs during windstorms. The City of Sadler replaced the roofs on all city buildings to metal roofing materials to mitigate from damages caused by hail and raised the electrical panels of lift stations above the expected flood levels. The City of Sherman updated citywide flood maps to address the three floodwater retention sites in the city. The City of Southmayd developed a debris removal plan and implemented Code Red citywide. The City of Tioga has implemented a community wide education program related to wildfire risk and completed a re-channelization project. The City of Van Alstyne developed an awareness program to inform the public about the location of warming and cooling centers during periods of extreme heat and cold. The City of Whitesboro completed improvements to drainage systems in areas prone to flooding.

In addition to completed projects, the Planning Team also discussed related mitigation projects that were recently awarded funding. For example, in 2023 the Greater Texoma Utility Authority on behalf of the City of Whitewright received $7,145,000 from the Texas Water Development Board's Clean Water State Revolving Fund. The City will use the funding assistance for planning, design, and construction of a new modernized wastewater treatment plant outside of the 1 percent floodplain.

Additionally, policies and ordinances were reviewed by several of the participating jurisdictions. These jurisdictions have included actions to develop and adopt higher building code standards. Other plans were reviewed, such as Capital Improvement Plans and Emergency Operations Plan, to identify any additional mitigation actions. Finally, the 2018 State of Texas Hazard Mitigation Plan, developed by TDEM, was discussed in the initial planning meeting in order to develop a specific group of hazards to address in the planning effort. The 2018 State Plan was also used as a guidance document, along with FEMA materials, in the development of the Grayson County Hazard Mitigation Action Plan Update 2023.

INCORPORATION OF THE HMAP INTO OTHER PLANNING MECHANISMS

Planning Team members will integrate implementation of the Plan Update with other planning mechanisms for Grayson County, such as the Emergency Operations Plan. Existing plans for participating jurisdictions will be reviewed and incorporated into the Plan Update, as appropriate. This section discusses how the Plan will be implemented by the participating jurisdictions within Grayson County. It also addresses how the Plan will be evaluated and improved over time, and how the public will continue to be involved in the hazard mitigation planning process.

Participating jurisdictions within Grayson County will be responsible for implementing hazard mitigation actions contained in Section 17. Each hazard mitigation action has been assigned to a specific County, City, or ISD department that is responsible for tracking and implementing the action.

A funding source has been listed for each identified hazard mitigation action and may be utilized to implement the action. An implementation time period has also been assigned to each hazard

mitigation action as an incentive and to determine whether actions are implemented on a timely basis.

Participating jurisdictions within Grayson County will integrate hazard mitigation actions contained in the Plan Update with existing planning mechanisms such as ordinances, Emergency Operations or Management Plans, and other local and area planning efforts. Grayson County will work closely with area organizations to coordinate implementation of hazard mitigation actions that benefit the planning area in terms of financial and economic impact.

Upon formal adoption of the Plan Update, Planning Team members from the participating jurisdictions will review existing plans along with building codes to guide development and ensure that hazard mitigation actions are implemented. Each of the jurisdictions will be responsible for coordinating periodic review of the Plan Update with members of the Advisory Planning Team to ensure integration of hazard mitigation strategies into these planning mechanisms and codes. The Planning Team will also conduct periodic reviews of various existing planning mechanisms and analyze the need for any revisions or updates in light of the approved Plan Update. Participating jurisdictions within Grayson County will ensure that future long-term planning objectives will contribute to the goals of the Plan to reduce the long-term risk to life and property from moderate and high-risk hazards. Within one year of formal adoption of the Plan, existing planning mechanisms will be reviewed and analyzed as they pertain to the Plan Update.

Planning Team members will review and revise, as necessary, the long-range goals and objectives in its strategic plan and budgets to ensure that they are consistent with the Plan Update.

Furthermore, Grayson County will work with neighboring jurisdictions to advance the goals of the Plan Update as it applies to ongoing, long-range planning goals and actions for mitigating risk to natural hazards throughout the planning area.

Table 2-3 identifies types of planning mechanisms and examples of methods for incorporating the Plan into other planning efforts.

Table 2-4. Examples of Methods of Incorporation

Planning Mechanism	Incorporation of Plan
Annual Budget Review	Various departments and key personnel that participated in the planning process for participating jurisdictions within Grayson County will review the Plan and mitigation actions therein when conducting their annual budget review. Allowances will be made in accordance with grant applications sought, and mitigation actions that will be undertaken, according to the implementation schedule of the specific action.
Capital Improvement Plans	Several participating jurisdictions within Grayson County have a Capital Improvement Plan (CIP) in place or under development. Prior to any revisions to the CIP, County, City, and ISD departments will review the risk assessment and mitigation strategy sections of the HMAP, as limiting public spending in hazardous zones is one of the most effective long-

Planning Mechanism	Incorporation of Plan
	term mitigation actions available to local governments.
Comprehensive Plans	Several participating jurisdictions within Grayson County have Long-term Comprehensive Development Plans in place. Since comprehensive plans involve developing a unified vision for a community, the mitigation vision and goals of the Plan will be reviewed in the development or revision of a Comprehensive Plan.
Floodplain Management Plans	Floodplain management plans include preventative and corrective actions to address the flood hazard. Therefore, the actions for flooding and information found in Section 9 of this Plan Update discussing the people and property at risk to flood will be reviewed and revised when participating jurisdictions within Grayson County update their management plans or develops new plans.
Grant Applications	The Plan will be evaluated by participating jurisdictions within Grayson County when grant funding is sought for mitigation projects. If a project is not in the Plan Update, a Plan Revision may be necessary to include the action in the Plan.
Regulatory Plans	Currently, several participating jurisdictions within Grayson County have regulatory plans in place, such as Emergency Management Plans, Continuity of Operations Plans, Land Use Plans, and Evacuation Plans. The Plan Update will be consulted when County, City, and ISD departments review or revise their current regulatory planning mechanisms, or in the development of regulatory plans that are not currently in place.

Appendix F Capability Assessment provides an overview of Planning Team members' existing planning and regulatory capabilities. These existing capabilities provide the mechanisms to implement the mitigation strategy objectives. For example, the adoption of building codes and implementation of land use regulations have been demonstrated to help communities avoid losses from natural hazard events. Every participating municipality has building codes in place, refer to Appendix F for a complete inventory of each jurisdiction's capabilities.

It should be noted for the purposes of the Plan Update that the HMAP has been used as a reference when reviewing and updating all plans and ordinances for the entire planning area, including all participating jurisdictions. The Emergency Management Plans developed for Grayson County, City of Bells, City of Collinsville, City of Denison, City of Dorchester, City of Gunter, City of Howe, City of Knollwood, City of Pottsboro, City of Sadler, City of Sherman, City of Tioga, City of Tom Bean, City of Van Alstyne, City of Whitesboro, City of Whitewright, Bells

ISD, Collinsville ISD, Denison ISD, Gunter ISD, Howe ISD, Pottsboro ISD, S&S CISD, Sherman ISD, Tioga ISD, Tom Bean ISD, Van Alstyne ISD, Whitesboro ISD, and Whitewright ISD are updated every 5 years and incorporates goals, objectives and actions identified in the mitigation plan.

PLAN REVIEW AND PLAN UPDATE

As with the development of Plan Update, participating jurisdictions within Grayson County will oversee the review and update process for relevance and if necessary, make adjustments. At the beginning of each fiscal year, Planning Team Members will meet to evaluate the Plan and review other planning mechanisms to ensure consistency with long-range planning efforts. In addition, planning participants will also meet once a year, by conference call or presentation, to re-evaluate prioritization of the hazard mitigation actions.

TIMELINE FOR IMPLEMENTING MITIGATION ACTIONS

Both the Executive Planning Team (Table A-1, Appendix A) and the Advisory Planning Team (Table A-2, Appendix A) will engage in discussions regarding a timeframe for how and when to implement each hazard mitigation action. Considerations include when the action will be started, how existing planning mechanisms' timelines affect implementation, and when the action should be fully implemented. Timeframes may be general, and there will be short, medium, and long-term goals for implementation based on prioritization of each action, as identified on individual Hazard Mitigation Action worksheets included in the Plan Update for participating jurisdictions within Grayson County.

Both the Executive and Advisory Planning Team will evaluate and prioritize the most suitable hazard mitigation actions for the community to implement. The timeline for implementation of actions will partially be directed by participating jurisdictions' comprehensive planning process, budgetary constraints, and community needs. Participating jurisdictions within Grayson County are committed to addressing and implementing hazard mitigation actions that may be aligned with and integrated into the Plan Update.

Overall, the Planning Team is in agreement that goals and actions of the Plan Update shall be aligned with the timeframe for implementation of hazard mitigation actions with respect to annual review and updates of existing plans and policies.

PUBLIC AND STAKEHOLDER INVOLVEMENT

An important component of hazard mitigation planning is public participation and stakeholder involvement. Input from individual citizens and the community as a whole provides the Planning Team with a greater understanding of local concerns and increases the likelihood of successfully implemented hazard mitigation actions. If citizens and stakeholders, such as local businesses, non-profits, hospitals, and schools are involved, they are more likely to gain a greater appreciation of the risks that hazards may present in their community and take steps to reduce or mitigate their impact.

The public was involved in the development of the Grayson County Hazard Mitigation Action Plan Update 2023 at different stages prior to official Plan approval and adoption. Public input was sought using three methods: (1) open public meetings; (2) survey instruments; and (3) making the draft Plan Update available for public review on participating jurisdictions' websites.

The draft Plan Update was made available to the general public for review and comment on participating jurisdictions' websites. The public was notified at the public meetings that the draft Plan Update would be available for review. No feedback was received on the draft Plan Update, although it was given on the public survey, and all relevant information was incorporated into the Plan Update. Public input was utilized to assist in identifying hazards that were of most concern to the citizens of the County and what actions they felt should be included and prioritized.

The Plan Update will be advertised and posted on Grayson County and participating jurisdictions' websites upon approval from FEMA, and a copy will be kept at the Grayson County Courthouse.

STAKEHOLDER INVOLVEMENT

Stakeholder involvement is essential to hazard mitigation planning since a wide range of stakeholders can provide input on specific topics and from various points of view. Throughout the planning process, members of community groups, local businesses, neighboring jurisdictions, schools, and hospitals were invited to participate in development of the Plan Update. The Stakeholder Group (Table A-3 in Appendix A, and Table 2-4, below), included a broad range of representatives from both the public and private sector and served as a key component in Grayson County's outreach efforts for development of the Plan Update. Documentation of stakeholder meetings is found in Appendix E. A list of organizations invited to attend via email is found in Table 2-5.

Table 2-5. Stakeholder Working Group

AGENCY	TITLE	PARTICIPATED
American Legion, Post 231	Representative	
American Red Cross	Executive Director	
Collin County	Emergency Management Coordinator	
Cooke County	Emergency Management Coordinator	
Denison Development Alliance	President	
Denton County	Emergency Management Coordinator	
Douglass Distributing	Representative	
Enderby Gas	Representative	
Environmental Protection Agency Region 6	Environmental Engineer	
Environmental Protection Agency Region 6	Regional Administrator	
Fannin County	Emergency Management Coordinator	
Grayson Collin Electric Cooperative (GCEC)	Representative	
Grayson County Metropolitan Planning Organization	Director	

AGENCY	TITLE	PARTICIPATED
Greater Texoma Utility Authority	Representative	
Habitat for Humanity	Representative	X
Heritage Estates	Representative	
Howe Enterprise Newspaper	Reporter	X
Kentuckytown Water Supply Corporation	Representative	
KTEN News	Reporter	X
Luella Special Utility District	Representative	
Marilee Special Utility District	Representative	
Masterkey Ministries	Executive Director	X
Meals on Wheels	CEO	X
Munson Point Property Owners Association	Representative	
National Weather Service	Deputy Director	
National Weather Service	Director	
NOAA	Deputy Assistant Administrator	
NOAA	Assistant Administrator	
Northern Hills Water Service	Representative	
Northwest Grayson County WCID#1	Representative	
Oak Ridge South Gale Water Supply Corporation	Representative	
Oncor Electric	Representative	
Pink Hill Water Supply Corporation	Representative	
Red River Groundwater Conservation District	Administrative Assistant	
RRA Preston Shores Water System	Representative	
Salvation Army	Representative	
Sherman Economic Development Corporation	President	
Sherman Herald Democrat Newspaper	Reporter	X

AGENCY	TITLE	PARTICIPATED
Southwest Water Company	Representative	
Starr Water Supply Corporation	Representative	
Texas A&M AgriLife Extension	County Extension Agent	
Texas A&M Forest Service	Regional Fire Coordinator	
Texas Division of Emergency Management	Regional Coordinator	X
Texas Commission on Environmental Quality	Assistant Regional Director	
Texas Commission on Environmental Quality	Executive Assistant	
Texas Department of Health Services	Chief Program and Services Officer	
Texas Department of Transportation	District Engineer	
Texas Department of Transportation	Maintenance Supervisor	
Texas Floodplain Management Association	Region 10 Director	
Texas House District 62	Legislative Representative	
Texas Medical Center	Regional Manager	X
Texas New Mexico Power (TNMP)	Representative	
Texas Parks and Wildlife	District Leader	
Texas Senate District 30	State Senator	
Texas Water Development Board	Deputy Executive Administrator Planning	
Texas Water Development Board	Deputy Executive Administrator	
Texas Water Development Board	Assistant Deputy Executive Administrator	
Texoma Community Center	CEO	X
Texoma County of Governments	Executive Director	
Texoma Estates Water Supply Corporation	Representative	
Texoma Medical Center	Chief Administrative Officer	X
Thompson Heights Water System	Representative	

AGENCY	TITLE	PARTICIPATED
Two Way Special Utility District	Representative	
United Way	Director of Community Impact	X
United Way	President / CEO	X
Upper Elm-Red Soil and Water Conservation District	Communication and Outreach Coordinator	
Upper Elm-Red Soil and Water Conservation District	Field Representative	
U.S. Fish and Wildlife	Field Supervisor	
U.S. Fish and Wildlife	Public Affairs Supervisor	
Wilson N. Jones (WNJ) Regional Medical Center	EPC	X

Stakeholders and participants from neighboring communities that attended the Planning Team and public meetings played a key role in the planning process. For example, communication and hazard awareness were two of the biggest concerns to stakeholders, so participating jurisdictions included actions to promote early warning and communication, community education on mitigation efforts, and establishing partnerships to promote response efforts and extreme weather event.

PUBLIC MEETINGS

A series of public meetings were held throughout the planning area to collect public and stakeholder input. Topics of discussion included the purpose of hazard mitigation, discussion of the planning process, and types of natural hazards. Each participating jurisdiction within Grayson County released information regarding the public meetings in their area to increase public participation in the Plan Update development process, through posting on their website, on social media sources including Facebook and Twitter, through the local media, and/or posting the information on bulletin boards in public facilities. A sampling of these notices can be found in Appendix E, along with the documentation on the public meetings. Representatives from area neighborhood associations and area residents were invited to participate. All three public meetings were held at the Grayson College Center for Workplace Learning Auditorium.

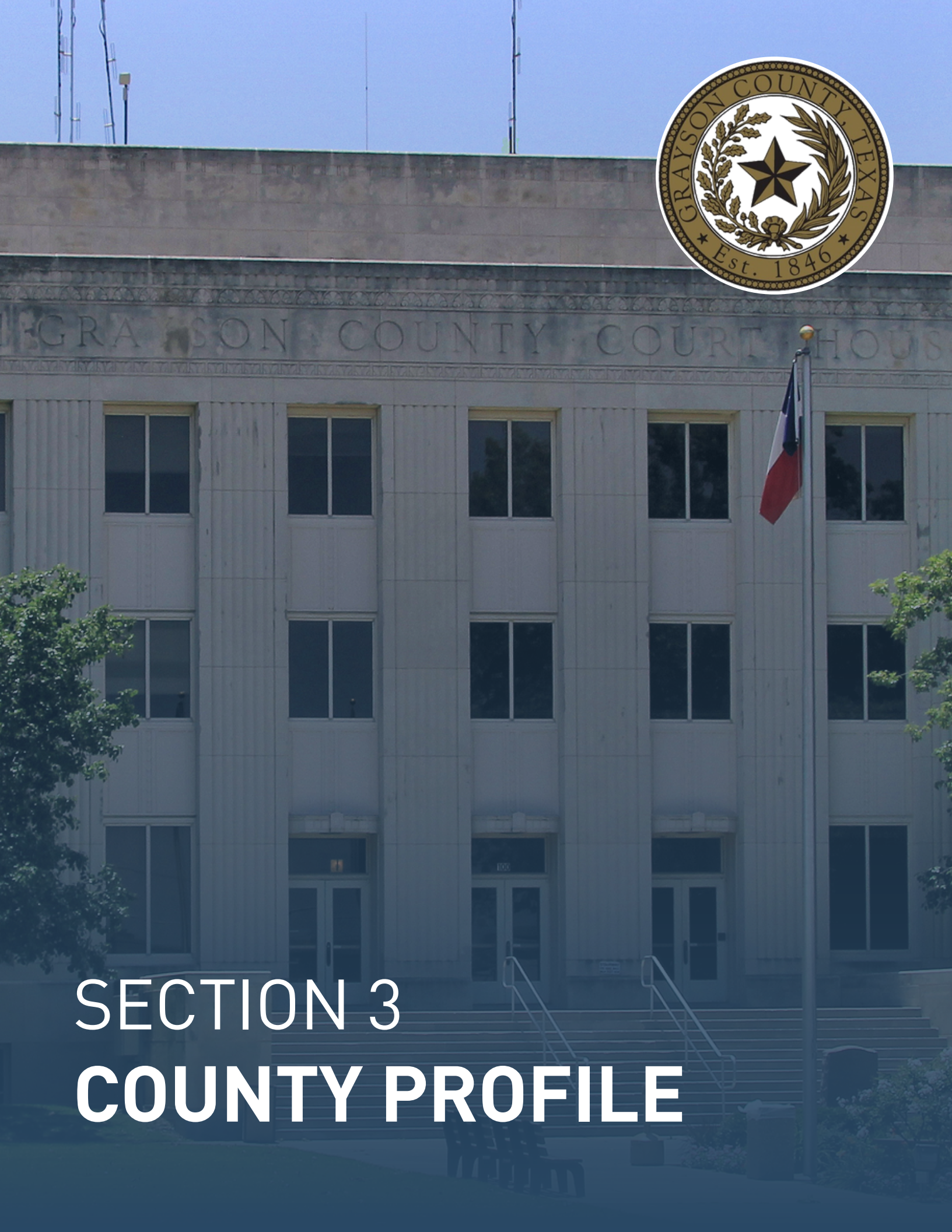
Public meetings were held on the following dates:

- September 21, 2022, Grayson College Center for Workplace Learning Auditorium
- November 28, 2022, Grayson College Center for Workplace Learning Auditorium
- January 24, 2023, Grayson College Center for Workplace Learning Auditorium

PUBLIC PARTICIPATION SURVEY

In addition to public meetings, the Planning and Consultant Teams developed a public survey designed to solicit public input during the planning process from citizens and stakeholders and to obtain data regarding the identification of any potential hazard mitigation actions or problem areas. The survey was promoted by local officials and a link to the survey was posted on participating jurisdictions' websites. A total of 230 surveys were completed online. The survey

results are analyzed in Appendix B. Participating jurisdictions within Grayson County reviewed the input from the surveys and decided which information to incorporate into the Plan as hazard mitigation actions. For example, results indicate that tornadoes and flooding are the hazards of highest concern for the public and community education and preparedness as well as drainage improvements were the actions indicated that the local government should take to mitigate risk to these hazards. As a result, the Planning Team has included mitigation actions related to public education around severe weather and tornado risk as well as identified specific areas for drainage improvements to mitigate flooding.



SECTION 3

COUNTY PROFILE

SECTION 3: COUNTY PROFILE

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OVERVIEW

Grayson County is located in North Texas approximately 60 miles north of Dallas. The northern portion of the County is bordered by Lake Texoma and the Red River, dividing Grayson County from the state of Oklahoma. Cooke County is adjacent west, Denton County borders the southwest portion of the county, Collin County is adjacent south, and Fannin County is adjacent east of Grayson County.

The County is composed of 932.8 square miles with an elevation ranging from 600 to 800 feet above sea level. The county is made up of two major physiographic regions, Oakwoods and Prairies in the northern half, and Blackland Prairie in the southern portion. The northern boundary of county is formed by the Red River and Lake Texoma. The county has an average annual precipitation of thirty-seven inches, temperatures ranging from an average low in January of 30° F to an average high of 96°F in July, and a growing season that averages 227 days a year.[1]

Prior to becoming a county, the area that makes up Grayson was part of neighboring Fannin County. In 1846 the Texas Legislature formed Grayson County and made the City of Sherman the county seat. Prior to the railroads coming into the County in 1870, the local economy was centered around agriculture and the emergence of cotton as the dominant product.[2]

Grayson County has 16 incorporated jurisdictions: Bells, Collinsville, Denison, Dorchester, Gunter, Howe, Knollwood, Pottsboro, Sadler, Sherman, Southmayd, Tioga, Tom Bean, Van Alstyne, Whitesboro, and Whitewright.

Figure 3-1 shows the general location of Grayson County along with the Cities that are located within the County.

[1] Kumler, Donna, Grayson County, Texas Almanac, May 28, 2021, https://www.texasalmanac.com/places/grayson-county

[2] Grayson County Historical Information https://www.co.grayson.tx.us/page/hist.home

Figure 3-1. Location of Grayson County

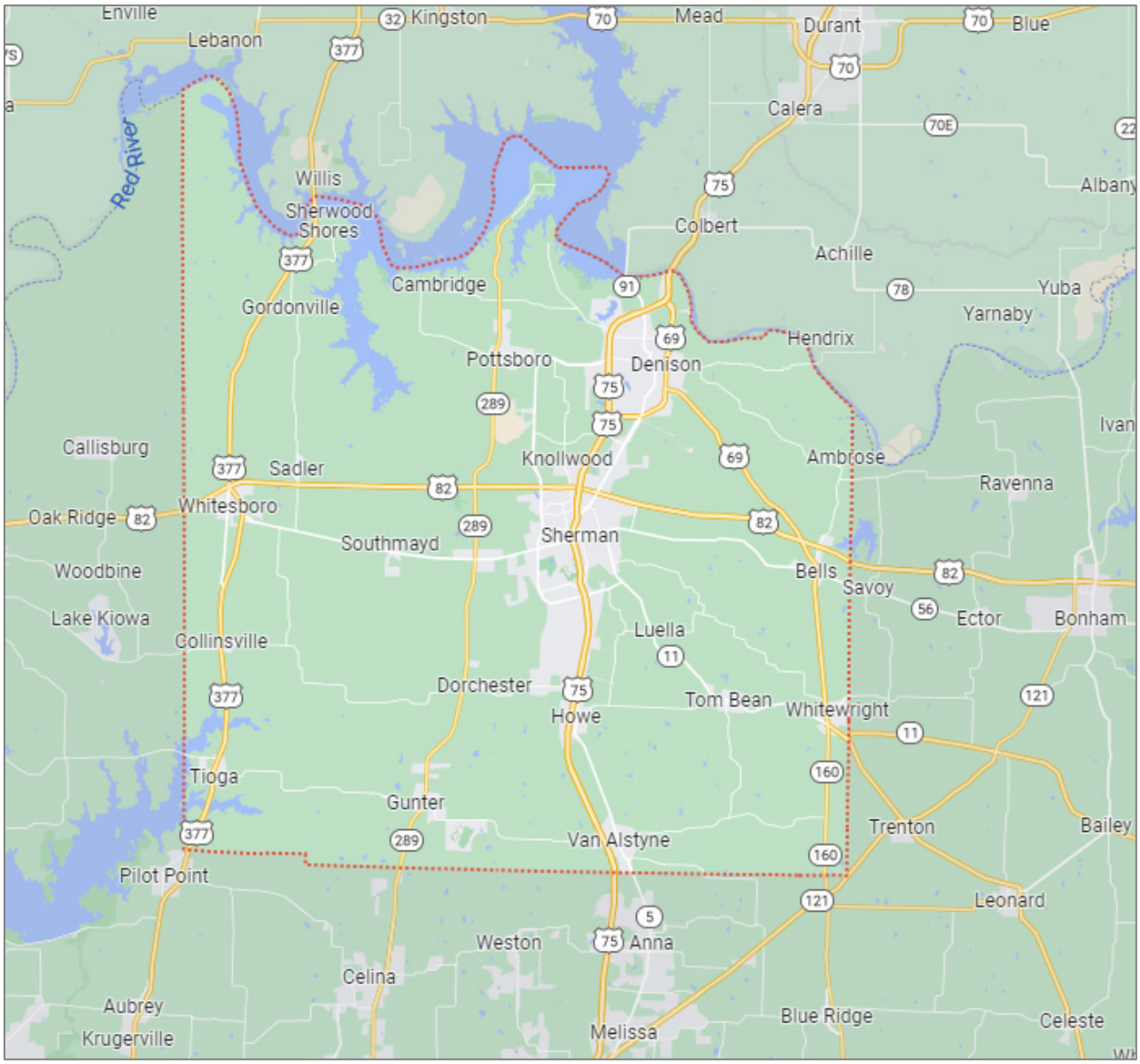
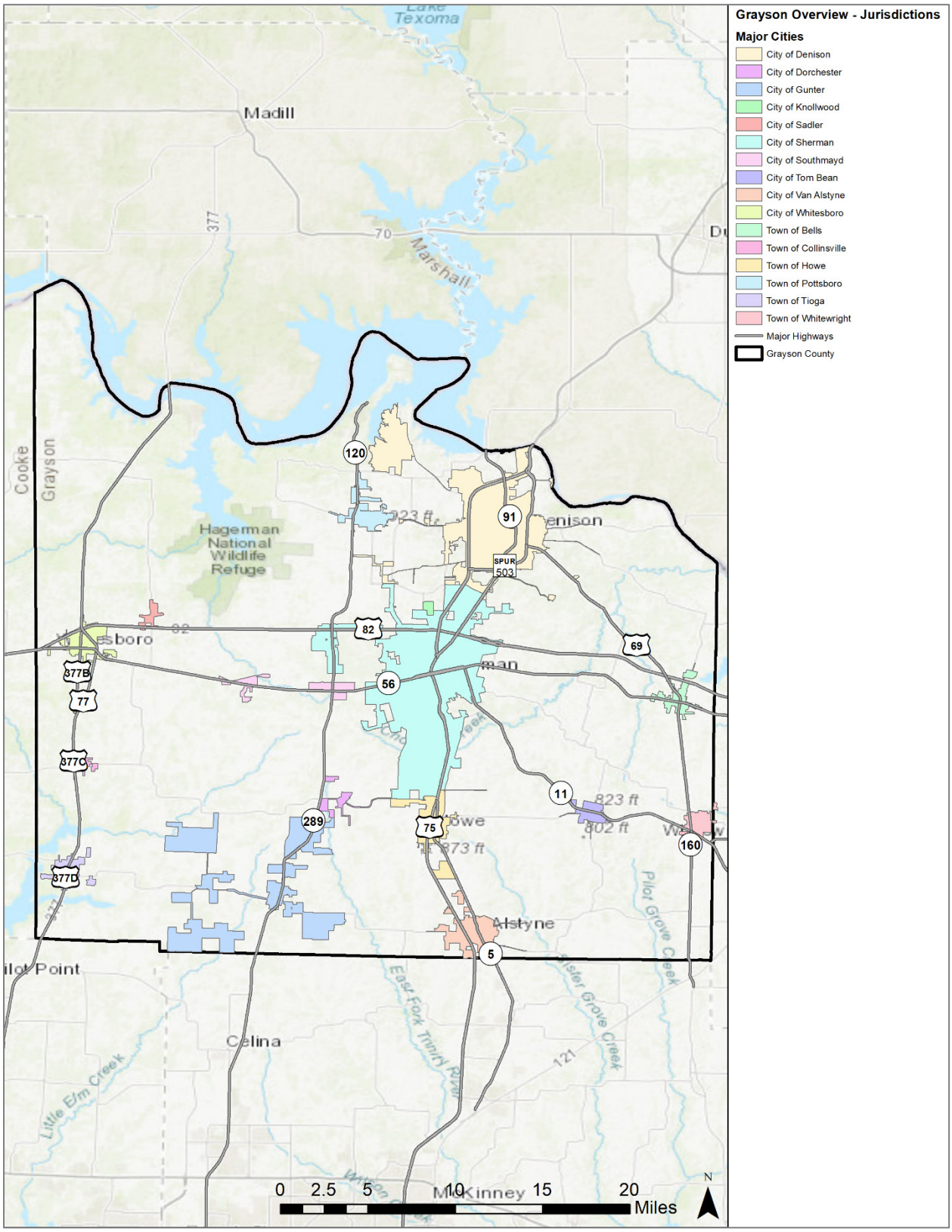


Figure 3-2 shows the participating jurisdictions within Grayson County that are covered in the risk assessment analysis of the Plan Update. The participating ISDs can be seen in Figure 3-3 below.

Figure 3-2. Grayson County Planning Area



Provided in Table 3-1 below is a listing of the jurisdictions and ISDs in Grayson County that participated in the Grayson County Hazard Mitigation Action Plan Update 2023.

Table 3-1. Participating Jurisdictions

PARTICIPATING JURISDICTIONS	
Grayson County	City of Whitesboro
City of Bells	City of Whitewright
City of Collinsville	Bells ISD
City of Denison	Collinsville ISD
City of Dorchester	Denison ISD
City of Gunter	Gunter ISD
City of Howe	Howe ISD
City of Knollwood	Pottsboro ISD
City of Pottsboro	S&S Consolidated ISD
City of Sadler	Sherman ISD
City of Sherman	Tioga ISD
City of Southmayd	Tom Bean ISD
City of Tioga	Van Alstyne ISD
City of Tom Bean	Whitesboro ISD
City of Van Alstyne	Whitewright ISD

POPULATION AND DEMOGRAPHICS

According to the 2020 Census population count, Grayson County has an official population of 135,543 residents, a 12 percent increase since the 2010 census. Table 3-2 summarizes select characteristics of vulnerable or sensitive populations in the Grayson County and the participating jurisdictions using data from the U.S. Census Bureau 2021 American Community Survey (ACS) five-year estimates. Note that in some cases the 2021 ACS estimates may differ from the 2020 Census counts; the ACS estimates are used throughout this section for consistency.[3]

Between official U.S. Census population counts, the estimate uses a formula based on new residential building permits and household size. It is simply an estimate and there are many variables involved in achieving an accurate estimation of people living in a given area at a given time.

[3] Source: https://demographics.texas.gov/Data/Decennial/2010/, https://www.census.gov/en.html and https://www.census.gov/acs/www/data/data-tables-and-tools/data-profiles/2021/

Table 3-2. Population Distribution by Jurisdiction

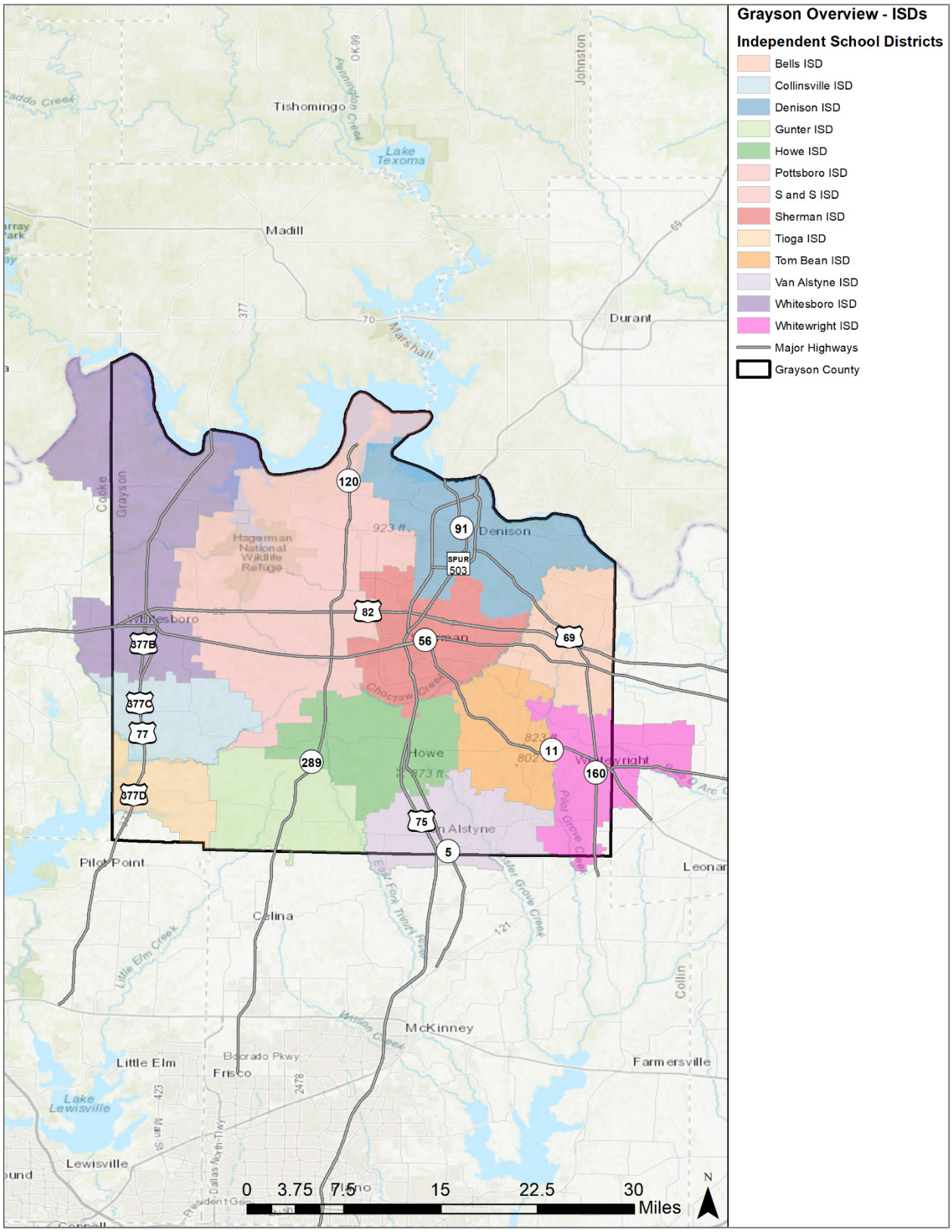
JURISDICTION	TOTAL 2010 POPULATION	TOTAL 2021 POPULATION	PERCENTAGE (based on 2021 Population)	ESTIMATED VULNERABLE OR SENSITIVE POPULATIONS[4]		
				Youth (Under 5)	Elderly (Over 65)	Below Poverty Level
City of Bells	1,392	1,854	1%	149	254	195
City of Collinsville	1,624	1,741	1%	128	249	205
City of Denison	22,682	24,324	18%	4,426	1,593	4,431
City of Dorchester	148	90[5]	0.1%	0	4	0
City of Gunter	1,498	1,957	2%	88	191	113
City of Howe	2,600	3,440	3%	323	333	1,007
City of Knollwood	226	416	1%	13	82	162
City of Pottsboro	2,160	2,464	2%	123	505	204
City of Sadler	343	430	0.2%	45	28	33
City of Sherman	38,521	43,273	32%	3,151	6,410	5,936
City of Southmayd	992	1,522	1%	164	181	202
City of Tioga	803	1,046	1%	33	151	85
City of Tom Bean	1,045	910	1%	87	135	72
City of Van Alstyne	3,046	4,386	3%	103	938	201
City of Whitesboro	3,793	4,054	3%	408	696	301
City of Whitewright	1,604	1,623	1%	120	338	378
Unincorporated Grayson County	38,400	40,734	31%	9,361	5,046	13,524
Grayson County	**120,877**	**134,205**	**100%**	**18,722**	**17,134**	**27,049**

ISD POPULATION

Figure 3-3 shows the participating Independent School Districts within Grayson County that are covered in the risk assessment analysis of the Plan Update.

[4] The Estimated Vulnerable or Sensitive Populations are based off the 2021 American Community Survey 5-Year Estimates Data Profiles.
[5] Total population provided by Mayor of Dorchester.

Figure 3-3. ISDs within the Grayson County Planning Area



The vision of Bells ISD is “creating a safe, secure, and innovative learning environment with high expectations for all students, so they achieve personal success and become responsible, productive citizens”. The district is made up of three schools, Bells Elementary School, Pritchard Junior High School, and Bells High School. Bells ISD also provides services for children under the age of 5.

Before becoming Collinsville ISD, Texas’ first “free” school was founded in the City of Collinsville. In 1941 a twenty-room school was built by the Work Progress Administration as part of the New Deal. The school building has been expanded and continues to be used today as the Collinsville Elementary School, providing services for children under the age of 5. In 1995 the junior high school and high school building were constructed in the northeast section of the city. The mission of the Collinsville ISD is “a student-centered learning environment which celebrates high educational standards and a caring atmosphere to ensure independent, motivated and knowledgeable thinkers ready to succeed.”

The mission statement of Denison ISD is “to ensure quality learning for all students... So that upon graduation, they will be prepared to assume the roles and responsibilities of productive adult citizens in our society.” The Denison ISD is made up of nine schools including 5 elementary schools, 1 intermediate school, 1 middle school and 2 high schools. Denison ISD also provides services for children under the age of 5.

The mission of Gunter ISD is “GISD will empower every student to attain an exceptional education that challenges them to exceed their own expectations and provides a foundation for success in life.” Gunter ISD is a 3A district that consists of an elementary, middle, and high school. The district encompasses over 66 square miles within the City of Gunter. Gunter ISD provides services for children under the age of 5.

Howe ISD covers 76 square miles in the City of Howe. The mission of the district is “to provide each student with the opportunity to obtain a successful and challenging learning experience in a way that: encourages a desire for life-long learning, promotes problem-solving and decision-making, builds a positive self-image, develops behavior patterns which lead toward responsible citizenship, supports relationships between home, school and the community so that all students have the opportunity to reach their maximum potential in order to prepare themselves to be successful, contributing members of society.” The Howe ISD consists of four schools including 1 elementary school, 1 intermediate school, 1 middle school, and 1 high school. Howe ISD also provides services for children under the age of 5.

Pottsboro ISD consists of three schools, 1 elementary school, 1 middle school, and 1 high school. The Pottsboro ISD projects an additional 155 students will be added to the district in the next five years, and an additional 343 students in the next ten years. These projections are based on current housing developments with the district. To assist with the project growth and enrollment, in February 2022, voters approved a $62 million bond to improve district facilities including a new middle school for 600 students, a classroom addition at the existing elementary school, as well as a classroom addition at the high school campus. Pottsboro ISD also provides services for children under the age of 5.

The mission of S&S Consolidated ID is “all students will have a positive learning environment that is favorable to developing skills for today and tomorrow.” The district is located adjacent to the Lake Texoma Recreation Area and the Hagerman Wildlife Refuge and serves students in both the City of Southmayd and the City of Sadler. The district offers a variety of programs to meet

students' needs and works in conjunction with Grayson College to help students receive college credit while still in high school. The district consists of three schools including 1 elementary school, 1 middle school and 1 high school. S&S Consolidated ID also provides services for children under the age of 5.

Sherman ISD is the largest and fastest growing district in Grayson County.[6] The district serves 8,000 students across 13 schools within the district. The district includes pre-k and head start programs serving children under 5, in addition to 7 elementary schools, 1 middle school and 1 high school. The mission of the Sherman ISD is "a diverse community of learners, to equip our students to excel as citizens in an ever-changing world."

Tioga ISD is located 5 miles south of the City of Collinsville. In addition to being a pre-k through 12th grade, the district also provides an on-site Early Child Development Center for children under the age of 5 that serves families from Tioga ISD as well as neighboring districts with childcare needs.

Tom Bean ISD consists of three schools including 1 elementary, 1 middle, and 1 high school. Tom Bean ISD also provides services for children under the age of 5.

Van Alstyne ISD is located between the City of McKinney (Collin County) and the City of Sherman. The mission of the district is to "be a premier school district providing a well-rounded, safe school experience that prepares our graduates to discover and attain their life goals." The district includes four schools including 2 elementary schools, 1 junior high school, and 1 high school. The Van Alstyne ISD also provides services for children under the age of 5. A second high school will be opening in the district at the beginning of the 2024-2025 school year. The district offers high school students the opportunity to choose between AP courses and dual credits as well as opportunities to acquire professional certifications in trade industries.

The vision of Whitesboro ISD is "Whitesboro ISD strives to create a meaningful learning environment in which all students engage in relevant, challenging, and insightful experiences that result in an enduring love of learning." Whitesboro ISD consists of four schools including a primary school, intermediate school, middle school, and high school. The district also provides services for children under the age of 5.

Whitewright ISD is located 20 minutes south of the City of Sherman. The district consists of three schools including an elementary school, middle school, and high school. Whitewright ISD also provides services for children under the age of 5.

Table 3-3 provides the number of people employed by each participating ISD.

Table 3-3. ISD Population

INDEPENDENT SCHOOL DISTRICT	EMPLOYEES	STUDENTS	ESTIMATED VULNERABLE OR SENSITIVE POPULATIONS	
			Children (Under 5)	Staff Works Outdoors
Bells ISD	125	960	30	24
Collinsville ISD	96	533	47	10

[6] Sherman ISD, https://www.shermanisd.net/domain/565

INDEPENDENT SCHOOL DISTRICT	EMPLOYEES	STUDENTS	ESTIMATED VULNERABLE OR SENSITIVE POPULATIONS	
			Children (Under 5)	Staff Works Outdoors
Denison ISD	772	4,893	199	212
Gunter ISD	150	1,150	35	60
Howe ISD	190	1,250	55	15
Pottsboro ISD	210	1,490	26	53
S&S CISD	150	945	26	25
Sherman ISD	1,255	8,000	400	75
Tioga ISD	125	750	50	30
Tom Bean ISD	103	660	31	21
Van Alstyne ISD	280	2,261	35	20
Whitesboro ISD	250	1,750	75	40
Whitewright ISD	109	791	41	66

POPULATION GROWTH

The official 2020 Grayson County population is 135,543. Overall, Grayson County experienced an increase in population between 1980 and 2020 of 51 percent, or an increase by 45,757 residents. The City of Dorchester (-66%) and City of Whitewright (-1%) both experienced a decrease in population between 1980 and 2020. While the City of Whitewright experienced an increase in population, between 2010 and 2020, the City of Dorchester, City of Sadler, City of Southmayd, and City of Tom Bean experienced a population decline, while the other participating jurisdictions, including Grayson County as a whole, experienced a population growth. Table 3-4 provides historic growth rates in Grayson County.

Table 3-4. Population Growth By Jurisdictions 1980-2020[7]

JURISDICTIONS	1980	1990	2000	2010	2020	POP CHANGE 1980-2020	PERCENT OF CHANGE	POP CHANGE 2010-2020	PERCENT OF CHANGE
City of Bells	846	962	1,190	1,392	1,521	675	80%	129	9%
City of Collinsville	860	1,033	1,235	1,624	1,866	1,006	117%	242	15%
City of Denison	23,884	21,505	22,773	22,682	24,479	595	2%	1,797	8%

[7] U.S. Census Bureau

JURISDICTIONS	1980	1990	2000	2010	2020	POP CHANGE 1980-2020	PERCENT OF CHANGE	POP CHANGE 2010-2020	PERCENT OF CHANGE
City of Dorchester	205	137	109	148	69	-136	-66%	-79	-53%
City of Gunter	849	898	1,230	1,498	2,060	1,211	143%	562	38%
City of Howe	2,072	2,173	2,478	2,600	3,571	1,499	72%	971	37%
City of Knollwood	-	205	375	226	764	559	273%	538	238%
City of Pottsboro	895	1,177	1,579	2,160	2,488	1,593	178%	328	15%
City of Sadler	329	316	404	343	336	7	2%	-7	-2%
City of Sherman	30,413	31,601	35,082	38,521	43,645	13,232	44%	5,124	13%
City of Southmayd	318	643	992	992	978	660	208%	-14	-1%
City of Tioga	511	625	754	803	1,142	631	123%	339	42%
City of Tom Bean	811	827	941	1,045	930	119	15%	-115	-11%
City of Van Alstyne	1860	2,090	2,502	3,046	4,369	2,509	135%	1,323	43%
City of Whitesboro	3197	3,209	3,760	3,793	4,074	877	27%	281	7%
City of Whitewright	1751	1,713	1,725	1,604	1,725	-26	-1%	121	8%
Unincorporated Grayson County	20,995	25,905	33,466	38,400	41,526	20,531	98%	3,126	8%
Grayson County	**89,796**	**95,019**	**110,595**	**120,877**	**135,543**	**45,542**	**51%**	**14,666**	**12%**

ECONOMIC IMPACT

Building and maintaining infrastructure depends on the economy, and therefore, protecting infrastructure from risk due to natural hazards in the planning area is important to the participating jurisdictions within Grayson County. Whether it's expanding culverts under a road that washes out during flash flooding, shuttering a fire station, or flood-proofing a wastewater facility, infrastructure must be mitigated from natural hazards in order to continue providing essential utility and emergency response services in a fast-growing planning area.

Based on the American Community Survey 2021 estimates, 60 percent of the population 16 years and over is employed in the labor force. The per capita income is $31,081 and the median household income countywide is $62,078. It is estimated that 37 percent of households have incomes below $50,000. Families with incomes below the poverty level in 2021 made up 8 percent of all families. Of families that have children under 18 years old, 11 percent are below the poverty level.

Table 3-5 and Table 3-6 show the various occupations and industries within Grayson County, according to the 2021 estimates by the American Community Survey.

Table 3-5. Occupations of Employed Population in Grayson County[8]

OCCUPATION	ESTIMATE	PERCENT
Civilian employed population 16 years and over	65,337	-
Management, business, science, and arts occupations	22,094	34%
Sales and office occupations	16,901	26%
Service occupations	10,222	16%
Production, transportation, and material moving occupations	10,299	16%
Natural resources, construction, and maintenance occupations	5,821	9%

Table 3-6. Industries of Employed Population in Grayson County[9]

INDUSTRY	ESTIMATE	PERCENT
Civilian employed population 16 years and over	65,337	-
Educational services, and health care and social assistance	16,161	25%
Retail trade	8,442	13%
Manufacturing	7,182	11%
Arts, entertainment, and recreation, and accommodation and food services	6,589	10%
Professional, scientific, and management, and administrative and waste management services	7,016	11%
Construction	4,698	7%
Finance and insurance, and real estate and rental and leasing	3,438	5%
Transportation and warehousing, and utilities	3,196	5%
Other services, except public administration	2,995	5%
Public administration	2,415	4%
Wholesale trade	2,355	4%
Agriculture, forestry, fishing and hunting, and mining	614	1%

[8] 2021 American Community Survey 5-Year Estimates Data Profiles.
[9] 2021 American Community Survey 5-Year Estimates Data Profiles.

INDUSTRY	ESTIMATE	PERCENT
Information	236	0.4%

Major stakeholders in the local economy in Grayson County include Texoma Medical Center and Tyson foods, Inc. In 2022, Texas Instruments', a Fortune 500 Company, broke ground on a 30-billion-dollar facility in the City of Sherman and is expected to offer 3,000 jobs in the next five to ten years. The following table shows the major employers in the County.

Table 3-7. Major Employers in Grayson County[10]

COMPANY	# of FULL TIME EMPLOYEES	LOCATION
Texoma Medical Center	4,000	City of Denison
Tyson Fresh Meats	1,700	City of Sherman
Sherman Independent School District	1,137	City of Sherman
Ruiz Foods	1,100	City of Denison
Walmart / Sam's	900	City of Denison
CIGNA	800	City of Denison
Denison Independent School District	722	City of Denison
Carrus Specialty Hospital	650	City of Sherman
Texas Instruments	600	City of Sherman
Coherent (formerly Finisar, II-IV)	577	City of Sherman
Grayson County	575	City of Sherman
Wilson N. Jones Regional Health System	489	City of Sherman
City of Sherman	486	City of Sherman
Alorica	452	City of Sherman
Capio	400	City of Sherman
GlobiTech	390	City of Sherman
Royal Case	371	City of Sherman

[10] Denison Development Alliance, https://www.denisontx.org/167/Employers

COMPANY	# of FULL TIME EMPLOYEES	LOCATION
Emerson Process / Fisher Controls	350	City of Sherman
Austin College	322	City of Sherman
Spectrum Brands - Kwikset	320	City of Denison
Grayson College	312	City of Denison
City of Denison	303	City of Denison
Douglass Distributing	300	City of Sherman
Eaton B-Line Systems	270	City of Sherman
Caterpillar, Inc.	250	City of Denison
Baylor Scott & White Surgical Hospital	250	City of Sherman
Champion Cooler Corporation	220	City of Denison
ACS Manufacturing	220	City of Denison
First United Bank	200	City of Denison
Presco Products	195	City of Sherman
Denison Industries	165	City of Denison
Kaiser Aluminum and Chemical Corporation	190	City of Sherman
Dialog Direct	150	City of Denison
Progress Rail Services	140	City of Sherman
National Government Services	130	City of Denison
Plyler Construction	130	City of Sherman
ActiTech	130	City of Sherman
Consolidated Containers - West Park	100	City of Sherman
Starr Aircraft	100	City of Sherman
SignWarehouse.com	60	City of Denison

NATURAL, CULTURAL, AND HISTORIC RESOURCES

Grayson County's territory is composed of 933 square miles with an elevation ranging from 600 to 800 feet above sea level. The county lies within the Red and the Trinity River Basins. Grayson

is located within the Elm Fork Trinity, Bois D'Arc Island, Lake Texoma, and the East Fork Trinity watersheds. The Lake Texoma watershed occupies the northwest quarter of the county, while the Bois D'Arc Island watershed is located on the northeast quarter. The Elm Fork Trinity watershed is located on the southwest portion, and the East Fork Trinity watershed occupies the lower southeast portion. The Trinity Aquifer lies underneath Grayson County, a major aquifer and one of the most extensive and highly used groundwater resources in the state.[11]

Major waterways that assist in the drainage of the County include the Big Mineral Creek and Mustang Creek, which flow north-northeast into Lake Texoma. The Choctaw, Mill, and Iron Ore creeks flow east-northeast and eventually merge with the Trinity River, slightly northeast of Grayson County. The Buck, Range, and Jordan creeks flow southwest into Lake Ray Roberts, located in the southwest corner of the county. The lower southeast portion of Grayson County drains southbound into Sister Grove Creek, Pilot Grove Creek, and the East Fork of the Trinity River. Lake Ray Roberts Reservoir is a 41,303-acre body of water formed by a dam on the Elm Fork of the Trinity River and located across Denton, Cooke and Grayson Counties. Lake Texoma is a Red River impoundment on the Texas-Oklahoma border, in the northern portion of the county. Both reservoirs contain designated wildlife management areas and are managed by the United States Army Corps of Engineers. Other reservoirs in the county include Randell and Valley lakes.

Grayson County is made up of two major physiographic regions, Oakwoods and Prairies in the northern portion, and Blackland Prairie in the southern portion. The Oakwoods and Prairies ecoregion in the northern portion of the county is characterized by post oak savannahs with rolling to hills and clay pan soils. Tall grasses and scattered oaks are commonly found in this region. The northern part of the county, which drains into Lake Texoma and the Red River, is characterized by acidic soils of the Post Oak Belt, with loamy or sandy surfaces. The Preston Anticline, located in the northern portion of the county, is a geological feature which has greatly influenced the availability of mineral resources.

The Blackland Prairie ecoregion is underlain by Upper Cretaceous chalks, marls and limestone which yield high alkalinity soils making them ideal for cropland, grazing and agricultural use. Common trees that inhabit this region include pecan, cedar elm, various oaks and mesquite. The southern areas, which drain to tributaries of the Trinity River, have blackland soils conducive to the growth of trees such as post oak, bois d'arc, elm, and walnut, as well as various types of grasses.

The Hagerman National Wildlife Refuge, located north of the City of Whitesboro and the City of Sherman and west of the City of Denison was established in 1946 as an overlay of the Big Mineral Arm of Lake Texoma. The refuge is 11,320-acres and provides habitat for migratory birds, wildlife, and native plants. Within the refuge there are shallow marshes, creeks, bottomland hardwoods, forested uplands and grasslands, and managed farm fields that provide habitat for more than 300 species of birds and other wildlife. The western areas of the refuge are within the unique Cross Timbers Ecoregion which features stunted, gnarly shaped post oak and blackjack oak trees that are much older than they appear. Annually an estimated 230,000 visitors come to the refuge for wildlife observation, photography, hiking, fishing, hunting, and interpretive and educational programs.[12]

[11] Texas Water Development Board, https://www.twdb.texas.gov/groundwater/aquifer/majors/trinity.asp

[12] U.S. Fish and Wildlife Service, Hagerman National Wildlife Refuge, https://www.fws.gov/refuge/hagerman/about-us

To further understand natural resources that may be vulnerable to a hazard event, as well as those that need consideration when implementing mitigation activities, it is important to identify at-risk species (i.e., endangered species) in the planning area. An endangered species is any species of fish, plant life, or wildlife that is in danger of extinction throughout all or most of its range. A threatened species is a species that is likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range. Both endangered and threatened species are protected by law and any future hazard mitigation projects are subject to these laws. Candidate species are plants and animals that have been proposed as endangered or threatened but are not currently listed.

According to the U.S. Fish and Wildlife Service, as of January 2023, there are eight federally endangered, threatened, or candidate species in Grayson County. These species are listed in Table 3-8.

Table 3-8. Endangered Species in Grayson County[13]

TYPE of SPECIES	COMMON NAME	SCIENTIFIC NAME	SPECIES STATUS
Mammal	Tricolored Bat	Perimyotis subflavus	Proposed Endangered
Bird	Piping Plover	Charadrius melodus	Threatened
Bird	Red Knot	Calidris canutus rufa	Threatened
Bird	Whooping Crane	Grus americana	Threatened
Reptile	Alligator Snapping Turtle	Macrochelys temminckii	Proposed Threatened
Clams	Texas Fawnsfoot	Truncilla macrodon	Proposed Threatened
Insects	American Burying Beetle	Nicrophorus americanus	Threatened
Insects	Monarch Butterfly	Danaus plexippus	Candidate

Grayson County has a rich history that is preserved through its designated historic buildings and sites. Throughout the County there are 9 buildings and sites listed on the National Register of Historic Places. Historic buildings are vulnerable to natural hazards as their construction pre-dates modern building codes. There are also historic preservation considerations and requirements for historic structures when they are included in mitigation or recovery projects.

Table 3-9. Historic Properties Listed on the National Register of Historic Places[14]

PROPERTY NAME	LOCATION	ADDRESS
Eisenhower Birthplace	City of Denison	720 S. Lamar

[13] U.S. Fish and Wildlife Service, Environmental Conservation Online System
[14] National Register of Historic Places

PROPERTY NAME	LOCATION	ADDRESS
George Braun House	City of Denison	421 N. Austin Ave.
Ernst Martin Kohl Building	City of Denison	300 E. Main St.
Denison Commercial Historic District	City of Denison	Roughly Woodard, Main and Chestnut Sts.
Sherman US Post Office and Courthouse	City of Sherman	101 E. Pecan St.
Hall Furniture Building	City of Sherman	118 W. Lamar
Capt. Noble Allan Birge House	City of Sherman	727 W. Birge
Old Sherman Public Library	City of Sherman	301 S. Walnut
Umphress-Taylor House	City of Van Alstyne	301 Paris St.

EXISTING LAND USE AND DEVELOPMENT TRENDS

Zoning ordinance sets forth regulations and standards related to the extent of uses of land and structures that are allowed in certain areas. A zoning map shows the areas within a community where the various zoning districts and standards are located and gives an overall picture of what types of development are located in a community and how a community intends to continue to grow. The following jurisdictions have a zoning ordinance: City of Bells, City of Denison, City of Dorchester, City of Gunter, City of Pottsboro, City of Sadler, City of Sherman, City of Tioga, City of Tom Bean, City of Van Alstyne, City of Whitesboro and City of Whitewright.

A review of building permits can also give a picture of the built environment and the number of buildings that are being constructed in the County and each jurisdiction. Table 3-9 lists the number of residential buildings and total units authorized through a permit from each jurisdiction, where data was available, between 2017 and 2021. The data includes total buildings and total units permitted. Permits are reported annually in September and the data includes that from 2017 through 2021 to demonstrate growth. Of the residential building permits issued in this period, 95 percent were for single-family buildings and 5 percent for multi-family buildings. Housing type can also be an indication of an individual's ability to recover from a disaster.

Table 3-9. Building Permits, By Jurisdiction, 2017-2021[15]

JURISDICTION	2017		2018		2019		2020		2021	
	Total Buildings	Total Units	Total Buildings	Total Units	Total Buildings	Total Units	Total Buildings	Total Units	Total Buildings	Total Units
Grayson County	679	843	568	757	663	998	845	1,181	948	1,048
City of Bells	0	0	7	7	1	1	4	5	3	3

[15] U.S. Census Bureau, Building Permit Survey, 1992-2021, https://www.census.gov/construction/bps/

JURISDICTION	2017		2018		2019		2020		2021	
	Total Buildings	Total Units	Total Buildings	Total Units	Total Buildings	Total Units	Total Buildings	Total Units	Total Buildings	Total Units
City of Collinsville	42	42	23	24	12	12	18	22	24	24
City of Denison	159	297	162	176	194	194	181	279	390	480
City of Dorchester*	-	-	-	-	-	-	-	-	-	-
City of Gunter	41	44	28	30	26	27	53	57	40	42
City of Howe	86	86	7	7	7	7	9	9	9	9
City of Pottsboro	30	30	12	12	12	12	46	46	47	49
City of Knollwood*	-	-	-	-	-	-	-	-	-	-
City of Sadler	0	0	1	1	0	0	0	0	0	0
City of Sherman	174	197	221	390	241	560	313	395	0	0
City of Southmayd	0	0	3	3	9	9	2	2	5	5
City of Tioga	10	10	18	21	20	32	11	11	16	16
City of Tom Bean*	-	-	-	-	-	-	-	-	-	-
City of Van Alstyne	111	111	52	52	109	110	160	292	360	360
City of Whitesboro	17	17	25	25	24	26	39	54	26	26
City of Whitewright	9	9	8	8	8	8	9	9	20	22
Grand Total	**1,358**	**1,686**	**1,135**	**1,513**	**1,326**	**1,996**	**1,690**	**2,362**	**1,888**	**2,084**

*Data for jurisdiction was not included in the database

FUTURE GROWTH AND DEVELOPMENT

To better understand how future growth and development in the County might affect hazard vulnerability, it is useful to consider population growth, occupied and vacant land, the potential for future development in hazard areas, and current planning and growth management efforts. This section includes an analysis of the projected population change and economic impacts.

Population projections from 2010 to 2050 are listed in Table 3-10, as provided by the Office of the State Demographer, Texas State Data Center, and the Institute for Demographic and Socioeconomic Research. Population projections are based on a 0.5 scenario growth rate, which is 50 percent of the population growth rate that occurred during 2000-2010. This information is only available at the County level; however, the population projection shows an increase in population density for the County, which would mean overall growth for the County.

Table 3-10. Grayson County Population Projections[16]

LAND AREA (SQ MI)	2010		2020		2030		2040		2050	
	Population									
	Total Number	Density (Land Area, SQ MI)	Total Number	Density (Land Area, SQ MI)	Total Number	Density (Land Area, SQ MI)	Total Number	Density (Land Area, SQ MI)	Total Number	Density (Land Area, SQ MI)
932.8	120,877	130	131,710	141	140,903	151	147,171	158	152,114	163

Comprehensive Plans are guiding documents in a community that sets forth a vision, goals, policies, and guidelines to direct future physical, social and economic development that will occur within a jurisdiction. Comprehensive Plans are part of a continuous process to provide an environment for the citizens and to consider the general desire of the community to conserve, preserve, and protect the natural environment of their jurisdiction. These plans are used to guide city staff, decision-makers, and citizens in making decisions which affect the community with the understanding of the long-term effects. The following is a summary of a sample of Comprehensive Plans participating jurisdictions in Grayson County have in place. Refer to Appendix F Capability Assessment for a complete list of participating jurisdictions with Comprehensive Plans.

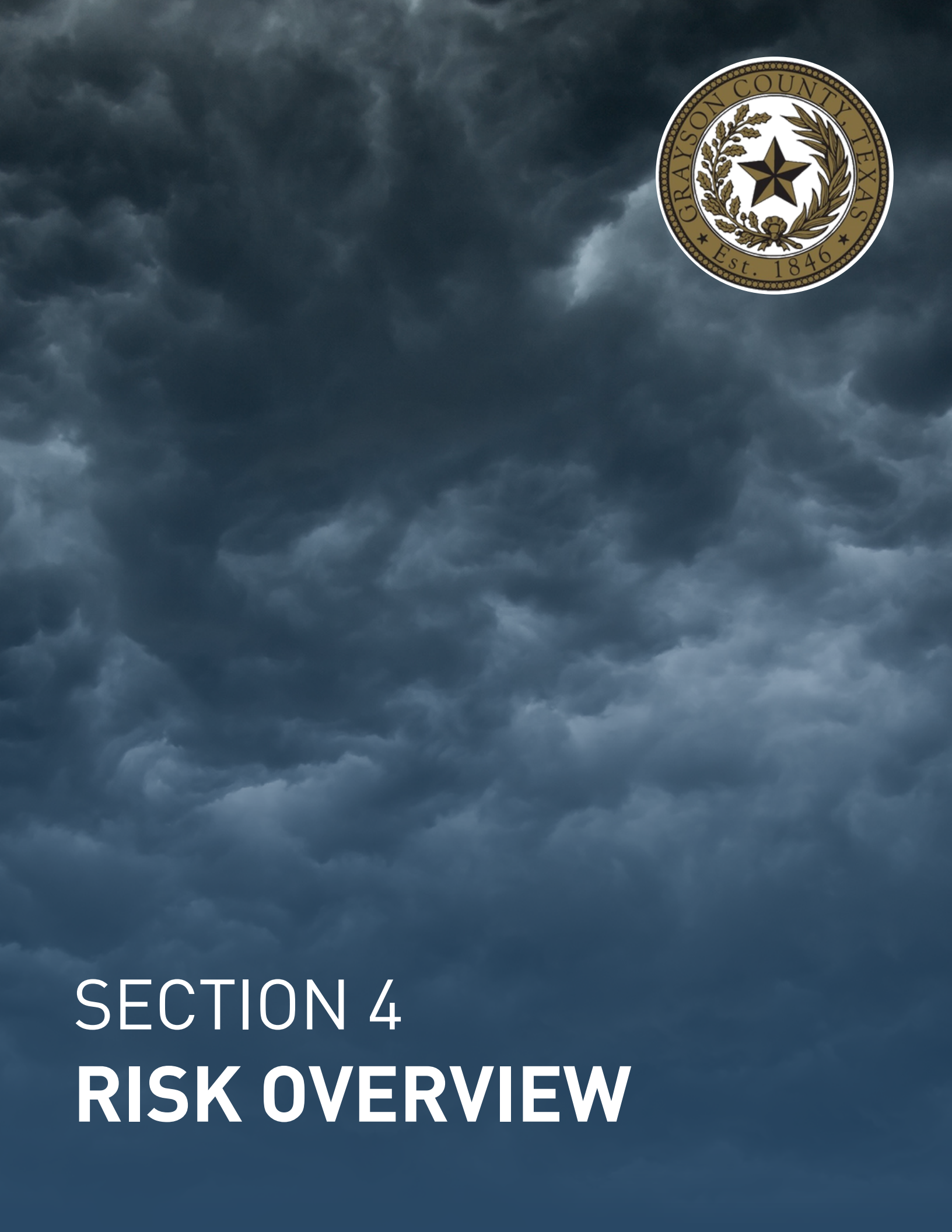
The vision of the City of Denison Comprehensive Plan (2018) is, “Denison will retain its hometown feel and historic character, improving its neighborhoods and downtown while attracting new businesses, residents and visitors through a great quality of life.” The City’s Comprehensive Plan, updated in 2023, sets forth goals and policies to guide both new development as well as redevelopment and infill development.

The City of Dorchester Comprehensive Plan (2022) sets forth policies to guide future development in the City. The plan states that the tributaries of Little Elm Creek, the East Fork of the Trinity River, and Squirrel Creek are designated floodplains, and the rail lines are barriers to future development in Dorchester. The vision of the City’s Comprehensive Plan (2018) is, “Dorchester is a community of family and friends working together to build a safe and sustainable future while managing quality and environmentally responsible growth.”

The City of Sherman Comprehensive Plan, “Sherman Tomorrow: Planning for Our Future 2022 Comprehensive Plan”, sets forth goals and policies to guide the city’s future growth and development. The City anticipates continued growth throughout the City but notes that floodplain areas are not suitable for future development and may become future parkland managed by the City.

The City of Van Alstyne prepared its first Community Development Plan in 1970 and adopted an update to the plan in 1992. The City of Van Alstyne Community Development Plan 2003-2023 is a framework to aid decision makers in responding to change and in evaluating future growth scenarios. The plan is two volumes and includes the City’s Capital Improvement Plans, Zoning and Subdivision ordinances which work in conjunction with each other.

[16] Office of the State Demographer, Texas State Data Center, and the Institute for Demographic and Socioeconomic Research



SECTION 4
RISK OVERVIEW

SECTION 4: RISK OVERVIEW

Hazard Description 1
Disaster Declaration History 4
Natural Hazards and Climate Change 5
Overview of Hazard Analysis 7
Hazard Ranking 9

HAZARD DESCRIPTION

Section 4 is the first phase of the Risk Assessment, providing background information for the hazard identification process and descriptions for the hazards identified. The Risk Assessment continues with Sections 5 through 14, which include hazard descriptions and vulnerability assessments.

Upon a review of the full range of natural hazards suggested under FEMA planning guidance, participating jurisdictions within Grayson County identified ten natural hazards that are addressed in the Hazard Mitigation Plan Update and were identified as significant, as shown in Table 4-1. The hazards were identified through input from Planning Team members and a review of the current 2018 State of Texas Hazard Mitigation Plan (State Plan). Readily available online information from reputable sources such as federal and state agencies were also evaluated and utilized to supplement information as needed.

In general, there are three main categories of natural hazards: atmospheric, hydrologic, and technological. Atmospheric hazards are events or incidents associated with weather generated phenomenon. The following have been identified as significant for the Planning Area include tornado, extreme heat, thunderstorm wind, hail, lightning, and winter storm (Table 4-1).

Hydrologic hazards are events or incidents associated with water related damage and account for over 75 percent of Federal disaster declarations in the United States. Hydrologic hazards identified as significant for the planning area include flood, and drought.

Technological hazards refer to the origins of incidents that can arise from human activities, such as the construction and maintenance of dams. They are distinct from natural hazards primarily because they originate from human activity. The risks presented by natural hazards may be increased or decreased as a result of human activity, however they are not inherently human-induced. Therefore, dam failure is classified as a quasi-technological hazard and referred to as “technological” in Table 4-1 for purposes of description.

For the Risk Assessment, the wildfire hazard is considered “other,” since this hazard is not considered atmospheric, hydrologic, nor technological.

Table 4-1. Hazard Descriptions

HAZARD	DESCRIPTION
ATMOSPHERIC	
Extreme Heat	Extreme heat is the condition whereby temperatures hover ten degrees or more above the average high temperature in a region for an extended period of time.
Hail	Hailstorms are a potentially damaging outgrowth of severe thunderstorms. Early in the developmental stages of a hailstorm, ice crystals form within a low-pressure front due to the rapid rising of warm air into the upper atmosphere and subsequent cooling of the air mass.
Lightning	Lightning is a sudden electrostatic discharge that occurs during an electrical storm. This discharge occurs between electrically charged regions of a cloud, between two clouds, or between a cloud and the ground.
Thunderstorm Wind	A thunderstorm occurs when an observer hears thunder. Radar observers use the intensity of the radar echo to distinguish between rain showers and thunderstorms. Lightning detection networks routinely track cloud-to-ground flashes, and therefore thunderstorms.
Tornado	A tornado is a violently rotating column of air that has contact with the ground and is often visible as a funnel cloud. Its vortex rotates cyclonically with wind speeds ranging from as low as 40 mph to as high as 300 mph. The destruction caused by tornadoes ranges from light to catastrophic, depending on the location, intensity, size, and duration of the storm.
Winter Storm	Severe winter storms may include snow, sleet, freezing rain, or a mix of these wintry forms of precipitation. Blizzards, the most dangerous of all winter storms, combine low temperatures, heavy snowfall, and winds of at least 35 miles per hour, reducing visibility to only a few yards. Ice storms occur when moisture falls and freezes immediately upon impact on trees, power lines, communication towers, structures, roads, and other hard surfaces. Winter storms and ice storms can down trees, cause widespread power outages, damage property, and cause fatalities and injuries to human life.
HYDROLOGIC	
Drought	A prolonged period of less than normal precipitation such that the lack of water causes a serious hydrologic imbalance. Common effects of drought include crop failure, water supply shortages, and fish and wildlife mortality.

HAZARD	DESCRIPTION
Flood	The accumulation of water within a body of water, which results in the overflow of excess water onto adjacent lands, usually floodplains. The floodplain is the land adjoining the channel of a river, stream, ocean, lake, or other watercourse or water body that is susceptible to flooding. Most floods fall into the following three categories: riverine flooding, coastal flooding, and shallow flooding.
OTHER	
Wildfire	A wildfire is an uncontrolled fire burning in an area of vegetative fuels such as grasslands, brush, or woodlands. Heavier fuels with high continuity, steep slopes, high temperatures, low humidity, low rainfall, and high winds all work to increase the risk for people and property located within wildfire hazard areas or along the urban/wildland interface. Wildfires are part of the natural management of forest ecosystems, but most are caused by human factors.
TECHNOLOGICAL	
Dam Failure	Dam failure is the collapse, breach, or other failure of a dam structure resulting in downstream flooding. In the event of a dam failure, the energy of the water stored behind even a small dam is capable of causing loss of life and severe property damage if development exists downstream of the dam.

Hazards that weren't considered significant and were not included in the Plan Update are located in Table 4-2, along with the evaluation process used for determining the significance of each of these hazards. Hazards not identified for inclusion at this time may be addressed during future evaluations and updates.

Table 4-2. Other Hazards Deferred

HAZARD CONSIDERED	REASON FOR DETERMINATION
Coastal Erosion	The planning area is not located on the coast, therefore coastal erosion does not pose a risk.
Earthquake	According to the State Plan, an earthquake occurrence for the Grayson County planning area is considered exceedingly rare. Although a small event is possible, it would pose little to no risk for the area. There is no history of impact to critical structures, systems, populations or other community assets or vial services as a result of earthquake and none is expected in the future.
Expansive Soils	There is no history of impact to critical structures, systems, populations or other community assets or vital services as a result of expansive soils and none is expected in the future.

HAZARD CONSIDERED	REASON FOR DETERMINATION
Hurricane Wind	The planning area is not located within 200 miles of the coast; therefore, hurricanes do not pose a risk. Any remnants of a hurricane or tropical storm system would only include thunderstorm winds and rainfall and would be covered under thunderstorm wind or flood mitigation measures.
Land Subsidence	There are no historical occurrences of land subsidence for the planning area and it is located in an area where occurrences are considered rare. There is no history of impact to critical structures, systems, populations or other community assets or vital services as a result of land subsidence and none is expected in the future.

DISASTER DECLARATION HISTORY

One method of understanding hazards that pose a risk to Grayson County is to identify past hazards events that triggered federal or state disaster declarations. Federal and state declarations may be granted when the severity and magnitude of an event surpasses the ability of the local government to respond and recover. Disaster assistance is supplemental and sequential. Table 4-3 lists state and federal disaster declarations received by Grayson County. Many of the disaster events were regional or statewide.

Between 1953 and 2022 Grayson County has received 21 disaster declarations. Out of 21 declared disasters, a majority (5) were related to severe storms, tornadoes and flooding, followed by declarations for wildfires (4). There have been eight declarations for drought, all but one of which was a USDA declaration.

Table 4-3. Disaster Declaration History in Grayson County, 1953-2022

YEAR	DECLARATION TITLE	HAZARD	DECLARATION TYPE	DISASTER No.
1981	Severe Storms & Flooding	Flood	DR	DR-648
1989	Severe Storms, Tornadoes & Flooding	Severe Storm	DR	DR-828
1990	Severe Storms, Tornadoes & Flooding	Severe Storm	DR	DR-863
1993	Extreme Fire Hazard	Drought	EM	EM-3113
1998	Tropical Storm Charley	Severe Storm	DR	DR-1239
1999	Extreme Fire Hazards	Fire	EM	EM-3142
2001	Severe Winter Ice Storm	Severe Ice Storm	DR	DR-1356
2003	Loss Of the Space Shuttle Columbia	Other	EM	EM-3171
2005	Hurricane Katrina Evacuation	Hurricane	EM	EM-3216

YEAR	DECLARATION TITLE	HAZARD	DECLARATION TYPE	DISASTER No.
2005	Hurricane Rita	Hurricane	EM	EM-3261
2005	Hurricane Rita	Hurricane	DR	DR-1606
2006	Extreme Wildfire Threat	Fire	DR	DR-1624
2007	Severe Storms, Tornadoes, And Flooding	Severe Storm	DR	DR-1709
2008	Wildfires	Fire	EM	EM-3284
2008	Hurricane Ike	Hurricane	EM	EM-3294
2011	Wildfires	Fire	DR	DR-4029
2015	Severe Storms, Tornadoes, Straight-Line Winds and Flooding	Severe Storm	DR	DR-4223
2020	Covid-19	Biological	EM	EM-3458
2020	Covid-19 Pandemic	Biological	DR	DR-4485
2021	Severe Winter Storm	Severe Ice Storm	EM	EM-3554
2021	Severe Winter Storms	Severe Ice Storm	DR	DR-4586

NATURAL HAZARDS AND CLIMATE CHANGE

Climate change is defined as a long-term shift in temperature and weather patterns. These shifts can increase or decrease the risk of natural hazards. Global climate change is expected to exacerbate the risks of certain types of natural hazards impacted through rising sea levels, warmer ocean temperatures, higher humidity, the possibility of stronger storms, and an increase in wind and flood damages due to storm surges. Texas is considered one of the more vulnerable states in the U.S. to both abrupt climate changes and to the impact of gradual climate changes to the natural and built environments.

Climate change is expected to lead to an increase in average temperatures as well as an increase in frequency, duration and intensity of extreme heat events. With no reductions in emissions worldwide, the state of Texas is projected to experience an additional 30 to 60 days per year above 100°F than what is experienced now.[1]

[1] Kloesel, K., B. Bartush, J. Banner, D. Brown, J. Lemery, X. Lin, C. Loeffler, G. McManus, E. Mullens, J. Nielsen-Gammon, M. Shafer, C. Sorensen, S. Sperry, D. Wildcat, and J. Ziolkowska, 2018: Southern Great Plains. In Impacts, Risks, and Adaptation in the United States: Fourth National Climate Assessment, Volume II [Reidmiller, D.R., C.W. Avery, D.R. Easterling, K.E. Kunkel, K.L.M. Lewis, T.K. Maycock, and B.C. Stewart (eds.)]. U.S. Global Change Research Program, Washington, DC, USA, pp. 987–1035. doi: 10.7930/NCA4.2018.CH23. https://nca2018.globalchange.gov/chapter/23/

The State Climatologist's *Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036* identifies ongoing and likely future trends out to the year 2036 based on analysis of historic observations of temperatures, precipitation, and extreme weather. Table 4-4 highlights future trends in extreme weather from the report.

Table 4-4. Future Trends in Extreme Weather in Texas[2]

HAZARDS	EXPECTED TRENDS
Extreme Temperatures	• The average annual surface temperature in 2036 is expected to be 3.0°F warmer than the 1950-1999 average and 1.8°F warmer than the 1991-2020 average. • Nearly double the number of 100°F days by 2036 compared to 2001-2020. • Higher frequency of 100°F days in urban areas. • Extreme monthly summertime temperature trends imply an increase of about 1°F compared to the 1950-1999 average. • Extreme monthly wintertime temperatures are expected to continue to increase at an even faster rate. • The coolest days of the summer are expected to continue becoming warmer.
Precipitation	• Precipitation has increased by 10 percent or more in eastern Texas, but little trend is present in western Texas. • Precipitation trends to 2036 are likely to be dominated by natural variability. • Extreme precipitation is expected to increase in intensity on average statewide by 6-10 percent compared to the 1950-1999 averages and 2-3 percent relative to the 2001-2020 averages. • This translates to an increase in the frequency of extreme rain of 30-50 percent relative to the climatological expected frequency in 1950-1999 and 10-15 percent relative to 2001-2020.
Drought	• Increasing temperatures, rainfall variability, and other factors will on balance decrease water availability, but impact changes will vary strongly across applications. • Impact trends to be highly sector-specific, with the impacts possibly smaller for agriculture than for surface water supply.
Flood	• No long-term river flooding trend has been identified in the observations, nor is such a trend projected at this point, except perhaps for the most extreme floods and areas with normally high rainfall. • Urban flooding is projected to increase, both as a simple matter of urban population increase and because of the projected increase of precipitation intensity, which drives flooding in fast-response drainages like those usually found in urban areas.

[2] Gammon-Nielsen, John, Holman, Sara, Buley, Austin and Jorgensen, Savannah. Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036, 2021 Update. Texas A&M University Office of the Texas State Climatologist. October 7, 2021. https://climatexas.tamu.edu/files/ClimateReport-1900to2036-2021Update

HAZARDS	EXPECTED TRENDS
	• The climate-driven trend in urban flood frequency should be similar to the climate-driven trend in extreme precipitation frequency: 30-50 percent in 2036 relative to 1950-1999 and 10-15 percent relative to 2001-2020.
Winter Weather	• As the climate warms, the likelihood of winter weather decreases. • Both extreme cold and snowfall either become less frequent or are expected to do so. • Widespread snowfall events in Texas such as the one that took place in February 2021 are extremely rare.
Thunderstorms (Wind, Hail, Lightning)	• Historical trend data is unreliable. • Indirect evidence supports an increase in the number of days capable of producing severe thunderstorms and an increase in the frequency of very large hail in early springtime, but these possible trends are too uncertain to quantify.
Wildfire	• Weather and climate drivers of wildfire risk are projected to increase the risk of wildfires throughout the state, primarily due to increased rates of drying and increased fuel load.
Tornado	• The most robust trend in tornado activity is a tendency of more tornadoes in large outbreaks, however factors driving that trend are not projected to continue. • Greater atmospheric greenhouse gas concentrations are projected to increase regional humidity and the conditions leading to thunderstorm and tornado formation, but wind shear can also decrease under changing conditions, which lowers the likelihood of tornado formation.[3]

OVERVIEW OF HAZARD ANALYSIS

The methodologies utilized to develop the Risk Assessment are a historical analysis and a statistical approach. Both methodologies provide an estimate of potential impact by using a common, systematic framework for evaluation.

Records retrieved from National Centers for Environmental Information (NCEI) and National Oceanic and Atmospheric Administration (NOAA) were reported for participating jurisdictions within Grayson County. Remaining records identifying the occurrence of hazard events in the planning area and the maximum recorded magnitude of each event were also evaluated.

The use of geographic information system (GIS) technology to identify and assess risks for Grayson County and evaluate community assets and their vulnerability to the hazards.

[3] Texas State University, The Meadows Center for Water and the Environment: https://www.meadowscenter.txst.edu/climatechange/climatedashboard/tornadoes.html#:~:text=Greater%20atmospheric%20greenhouse%20gas%20concentrations,%2C12%2C13%2C14.

The four general parameters that are described for each hazard in the Risk Assessment include frequency of return, approximate annualized losses, a description of general vulnerability, and a statement of the hazard's impact.

Frequency of return was calculated by dividing the number of events in the recorded time period for each hazard by the overall time period that the resource database was recording events. Frequency of return statements are defined in Table 4-5, and impact statements are defined in Table 4-6 below.

Table 4-5. Frequency of Return Statements

PROBABILITY	DESCRIPTION
Highly Likely	Event is probable in the next year.
Likely	Event is probable in the next three years.
Occasional	Event is probable in the next five years.
Unlikely	Event is probable in the next ten years.

Table 4-6. Impact Statements

POTENTIAL SEVERITY	DESCRIPTION
Substantial	Multiple deaths. Complete shutdown of facilities for 30 days or more. More than 50 percent of property destroyed or with major damage.
Major	Injuries and illnesses resulting in permanent disability. Complete shutdown of critical facilities for at least two weeks. More than 25 percent of property destroyed or with major damage.
Minor	Injuries and illnesses do not result in permanent disability. Complete shutdown of critical facilities for more than one week. More than 10 percent of property destroyed or with major damage.
Limited	Injuries and illnesses are treatable with first aid. Shutdown of critical facilities and services for 24 hours or less. Less than 10 percent of property destroyed or with major damage.

Each of the hazard profiles includes a description of a general Vulnerability Assessment. Vulnerability is the total of assets that are subject to damages from a hazard, based on historic recorded damages. Assets in the region were inventoried and defined in hazard zones where appropriate. The total amount of damages, including property and crop damages, for each hazard is divided by the total number of assets (building value totals) in that community to determine the percentage of damage that each hazard can cause to the community. Risk and consequences will be addressed and covered within each hazard profile under the Vulnerability and Impact section as well as under the Assessment of Impact sections, where applicable.

To better understand how future growth and development in the Grayson County region might affect hazard vulnerability, it is useful to consider population growth, occupied and vacant land, the potential for future development in hazard areas, and current planning and growth management efforts. Hazard vulnerability for all participating jurisdictions within Grayson County was reviewed based on recent development changes that occurred throughout the planning area. The population of Grayson County has grown by 12 percent between 2010 and 2020, according to the U.S. Census Bureau, therefore the vulnerability to the population, infrastructure, and buildings has increased for hazards that do not have a geographical boundary.

Once loss estimates and vulnerability were known, an impact statement was applied to relate the potential impact of the hazard on the assets within the area of impact.

HAZARD RANKING

During the 2023 planning process, the Planning Team conducted a risk raking exercise to get input from the Planning Team and stakeholders. Table 4-7 portrays the results of the risk assessment analysis including the frequency of occurrence and potential severity and the Planning Team's self-assessment for hazard ranking, based on local knowledge of past hazard events and impacts for each of the identified hazards. The definitions for frequency of occurrence and potential severity can be found in Table 4-5 and Table 4-6.

Table 4-7. Hazard Risk Ranking

HAZARD	FREQUENCY OF OCCURENCE	POTENTIAL SEVERITY	RANKING
Tornado	Highly Likely	Substantial	High
Extreme Heat	Highly Likely	Substantial	High
Thunderstorm Wind	Highly Likely	Major	Moderate
Drought	Highly Likely	Minor	Moderate
Flood	Highly Likely	Substantial	Moderate
Hail	Highly Likely	Limited	Moderate
Lightning	Highly Likely	Limited	Moderate
Winter Storm	Highly Likely	Minor	Moderate
Wildfire	Highly Likely	Minor	Low
Dam Failure	Unlikely	Limited	Low



SECTION 5
TORNADO

SECTION 5: TORNADO

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Significant Events 10
Probability of Future Events 11
Vulnerability and Impact 11
Assessment of Impacts 17
Climate Change Considerations 19

HAZARD DESCRIPTION



Tornadoes are among the most violent storms on the planet. A tornado is a rapidly rotating column of air extending between, and in contact with, a cloud and the surface of the earth. The most violent tornadoes are capable of tremendous destruction and have wind speeds of 250 miles per hour or more. In extreme cases, winds may approach 300 miles per hour. Damage paths can be in excess of one mile wide and 50 miles long.

The most powerful tornadoes are produced by "Supercell Thunderstorms." These thunderstorms are created when horizontal wind shears (winds moving in different directions at different altitudes) begin to rotate the storm. This horizontal rotation can be tilted vertically by violent updrafts, and the rotation radius can shrink, forming a vertical column of very quickly swirling air. This rotating air can eventually reach the ground, forming a tornado.

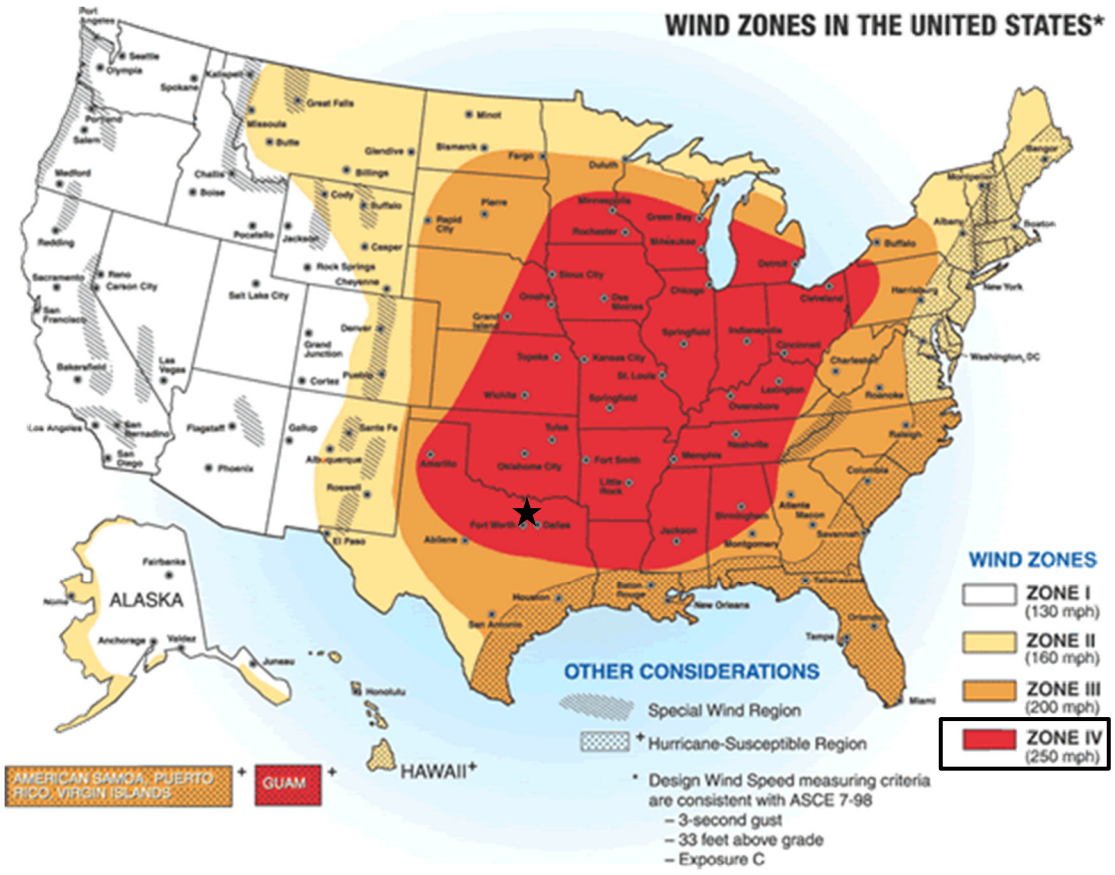
Table 5-1. Variations among Tornadoes

WEAK TORNADOES	STRONG TORNADOES	VIOLENT TORNADOES
• 69% of all tornadoes • Less than 5% of tornado deaths • Lifetime 1-10+ minutes • Winds less than 110 mph	• 29% of all tornadoes • Nearly 30% of all tornado deaths • May last 20 minutes or longer • Winds 110 – 205 mph	• 2% of all tornadoes • 70% of all tornado deaths • Lifetime can exceed one hour • Winds greater than 205 mph

LOCATION

Tornadoes do not have any specific geographic boundary and can occur throughout the County uniformly. It is assumed that the entire Grayson County planning area, including participating jurisdictions and ISDs, are uniformly exposed to tornado activity. The entire Grayson County planning area is located in Wind Zone IV (Figure 5-1), where tornado winds can be as high as 250 mph.

Figure 5-1. FEMA Wind Zones in the United States[1]



EXTENT

The destruction caused by tornadoes ranges from light to inconceivable, depending on the intensity, size, and duration of the storm. Typically, tornadoes cause the greatest damage to structures of light construction, such as residential homes (particularly mobile homes).

Table 5-2. The Fujita Tornado Scale[2]

F-SCALE NUMBER	INTENSITY	WIND SPEED (MPH)	TYPE OF DAMAGE DONE	PERCENT OF APPRAISED STRUCTURE VALUE LOST DUE TO DAMAGE
F0	Gale Tornado	40 – 72	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages sign boards.	None Estimated

[1] Grayson County is indicated by the star.
[2] Source: http://www.tornadoproject.com/fscale/fscale.htm

F-SCALE NUMBER	INTENSITY	WIND SPEED (MPH)	TYPE OF DAMAGE DONE	PERCENT OF APPRAISED STRUCTURE VALUE LOST DUE TO DAMAGE
F1	Moderate Tornado	73 – 112	The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off roads; attached garages may be destroyed.	0% – 20%
F2	Significant Tornado	113 – 157	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.	50% – 100%
F3	Severe Tornado	158 – 206	Roofs and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted.	100%
F4	Devastating Tornado	207 – 260	Well-constructed homes leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.	100%
F5	Incredible Tornado	261 – 318	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles flying through the air in excess of 330 yards; trees debarked; steel reinforced concrete badly damaged.	100%

Tornado magnitudes prior to 2005 were determined using the traditional version of the Fujita Scale (Table 5-2). Since February 2007, the Fujita Scale has been replaced by the Enhanced Fujita Scale (Table 5-3), which retains the same basic design and six strength categories as the previous scale. The newer scale reflects more refined assessments of tornado damage surveys, standardization, and damage consideration to a wider range of structures.

Table 5-3. Enhanced Fujita Scale for Tornadoes

STORM CATEGORY	DAMAGE LEVEL	3 SECOND GUST (MPH)	DESCRIPTION OF DAMAGES	PHOTO EXAMPLE
EF0	Gale	65 – 85	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages sign boards.	
EF1	Weak	86 – 110	The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off roads; attached garages may be destroyed.	
EF2	Strong	111 – 135	Considerable damage; roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.	
EF3	Severe	136 – 165	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted.	
EF4	Devastating	166 – 200	Well-constructed homes leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.	
EF5	Incredible	200+	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles flying through the air in excess of 330 yards; trees debarked; steel reinforced concrete badly damaged.	

Both the Fujita Scale and Enhanced Fujita Scale should be referenced in reviewing previous occurrences since tornado events prior to 2007 will follow the original Fujita Scale. The greatest magnitude reported within the planning area is F3 on the Fujita Scale, a “Severe Tornado.” Based on the planning area’s location in Wind Zone IV, all participating jurisdictions and ISDs have the potential to experience anywhere from an EF0 to an EF5 depending on the wind speed. Previous tornado events in the Grayson County planning area (converted from the Fujita Scale) have been between EF0 and EF5 (Table 5-3).

HISTORICAL OCCURRENCES

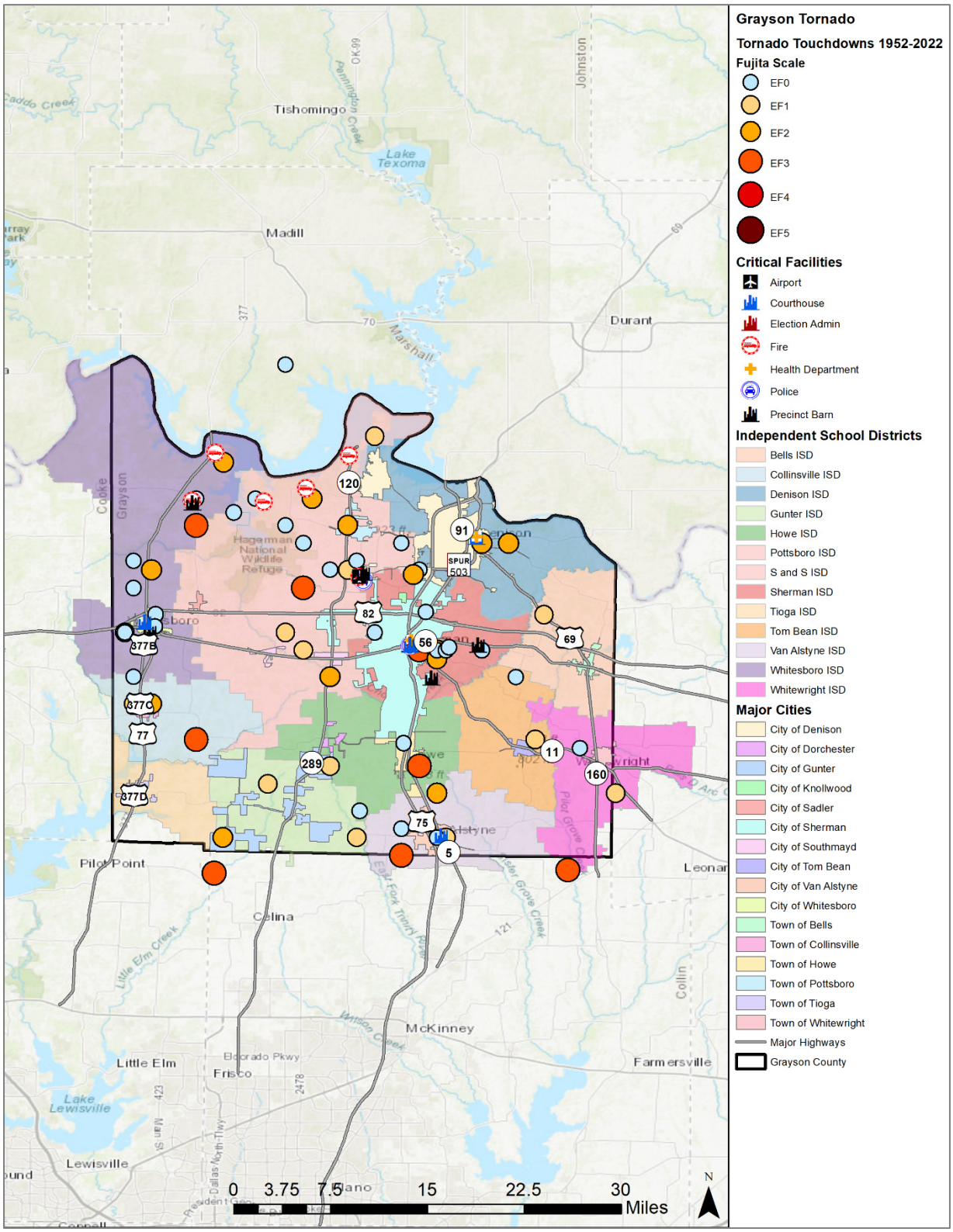
The National Center for Environmental Information (NCEI) Storm Events database is a national data source organized under the National Oceanic and Atmospheric Administration. The NCEI is the largest archive available for historic storm events data; however, it is important to note that only incidents recorded in the NCEI have been factored into this risk assessment unless otherwise noted. It is likely that a high number of occurrences have gone unreported over the past 71 years.

Historical tornado data for the participating ISDs do not have events reported separate and apart from the reported county and city events. At this time, Sherman ISD is the only district that reported losses as a result of a tornado. The ISD reported damages from a single event occurring on March 21, 2022 with total property damages approximately $206,500.

Figure 5-2 identifies the locations of previous occurrences in the Grayson County planning area from 1952 through 2022. A total of 71 events have been recorded by NOAA's Storm Prediction Center and National Centers for Environmental Information (NCEI) databases for the Grayson County planning area. The strongest event reported in the planning area was an F3 tornado which touched down in Grayson County[3]. In terms of injuries and fatalities, the most recent significant event occurred in Grayson County on March 21, 2022 and included 11 injuries and one fatality. Estimated damages were not provided for this event.

[3] This event was recorded in the Grayson County unincorporated neighborhood of Pilot Grove.

Figure 5-2. Spatial Historical Tornado Events, 1952-2022[4]



[4] Source: NOAA Storm Prediction Center

Table 5-4. Historical Tornado Events, 1952-2022[5]

JURISDICTION	DATE	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	4/3/1952	F2	0	1	$280,465	$0
Grayson County	6/5/1952	F1	0	0	$335	$0
Grayson County	9/29/1954	F0	0	0	$27,628	$0
Grayson County	4/6/1955	F3	1	27	$27,731,367	$0
Grayson County	4/6/1955	F2	0	0	$277,314	$0
Grayson County	4/2/1957	F2	0	2	$265,386	$0
Grayson County	4/2/1957	F0	0	0	$265,386	$0
Grayson County	4/2/1957	F3	0	2	$2,653,862	$0
Grayson County	4/18/1957	F3	0	0	$26,539	$0
Grayson County	4/24/1957	Unavailable	0	0	$318	$0
Grayson County	11/17/1958	F1	0	0	$25,532	$0
Grayson County	7/13/1959	F2	0	0	$25,357	$0
Grayson County	1/14/1960	F1	0	3	$2,527,056	$0
Grayson County	5/20/1960	F2	0	0	$2,509,924	$0
Grayson County	3/24/1962	F0	0	0	$24,599	$0
Grayson County	3/24/1962	F1	0	0	$24,599	$0
Grayson County	8/6/1965	F2	0	0	$23,431	$0
Grayson County	6/23/1970	F2	0	0	$19,083	$0
Grayson County	12/14/1971	F2	0	1	$1,801,527	$0
Grayson County	3/10/1973	F3	0	3	$0	$0
Grayson County	10/30/1974	F2	0	0	$144,898	$0
Grayson County	3/17/1981	F2	0	1	$836,641	$0
Grayson County	6/15/1982	F0	0	0	$92	$0
Grayson County	11/22/1982	F1	0	0	$7,555	$0
Grayson County	11/22/1982	F1	0	0	$75,554	$0

[5] Only recorded events with fatalities, injuries or damages are listed. Magnitude is listed when available. Damage values are in 2022 dollars.

JURISDICTION	DATE	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	4/13/1983	F0	0	0	$75,094	$0
Grayson County	4/20/1984	F0	0	0	$86	$0
Grayson County	4/28/1991	F1	0	0	$547,653	$0
Grayson County	11/23/1992	F0	0	0	$52,143	$0
Grayson County	4/26/1994	F0	0	0	$0	$0
Grayson County	4/21/1996	F0	0	0	$9,474	$0
Grayson County	4/21/1996	F0	0	0	$9,474	$0
City of Denison	4/21/1996	F0	0	0	$3,790	$0
City of Sadler	4/21/1996	F0	0	0	$3,790	$0
City of Sherman	10/25/1997	F0	0	1	$549,822	$0
City of Sherman	3/30/2006	F0	0	0	$14,823	$0
Grayson County	5/9/2006	F3	1	4	$731,286	$0
City of Collinsville	12/8/2008	EF1	0	1	$563,523	$0
City of Denison	12/8/2008	EF2	0	3	$1,056,606	$0
Grayson County	5/10/2015	EF1	0	0	$62,272	$0
Grayson County	5/20/2015	EF0	0	0	$99,635	$0
Grayson County	5/25/2015	EF0	0	0	$24,909	$0
Grayson County	4/26/2016	EF0	0	0	$99,029	$0
City of Howe	4/26/2016	EF0	0	5	$557,036	$0
City of Whitesboro	4/26/2016	EF0	0	0	$247,571	$0
Grayson County	3/21/2022	EF2	1	11	$11,946,375	$0
TOTALS		**(MAX EXTENT)**	**3**	**65**	**$56,228,839**	**$0**

Table 5-5. Summary of Historical Tornado Events, 1952-2022

JURISDICTION	NUMBER OF EVENTS	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	58	F2	3	55	$53,231,878	$0
City of Bells	0	-	-	-	-	-

JURISDICTION	NUMBER OF EVENTS	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
City of Collinsville	1	F1	0	1	$563,523	$0
City of Denison	2	F2	0	3	$1,060,396	$0
City of Dorchester	0	-	-	-	-	-
City of Gunter	1	F0	0	0	$0	$0
City of Howe	1	F0	0	0	$557,036	$0
City of Knollwood	0	-	-	-	-	-
City of Pottsboro	1	F0	0	0	$0	$0
City of Sadler	1	F0	0	0	$3,790	$0
City of Sherman	3	F0	0	1	$564,645	$0
City of Southmayd	0	-	-	-	-	-
City of Tioga	0	-	-	-	-	-
City of Tom Bean	0	-	-	-	-	-
City of Van Alstyne	0	-	-	-	-	-
City of Whitesboro	2	F0	0	0	$247,571	$0
City of Whitewright	0	-	-	-	-	-
Bell ISD	0	-	-	-	-	-
Collinsville ISD	0	-	-	-	-	-
Denison ISD	0	-	-	-	-	-
Gunter ISD	0	-	-	-	-	-
Howe ISD	0	-	-	-	-	-
Pottsboro ISD	0	-	-	-	-	-
S&S CISD	0	-	-	-	-	-
Sherman ISD	1	Unknown	0	0	$206,465	$0
Tioga ISD	0	-	-	-	-	-
Tom Bean ISD	0	-	-	-	-	-
Van Alstyne ISD	0	-	-	-	-	-
Whitesboro ISD	0	-	-	-	-	-

JURISDICTION	NUMBER OF EVENTS	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Whitewright ISD	0	-	-	-	-	-
TOTALS	**71**	**(MAX EXTENT)**	**3**	**65**	**$56,435,304[6]**	

In summary, Grayson County (including unincorporated jurisdictions) experienced the greatest number of tornado events within 58 reported events based on the NCEI, with the City of Sherman reporting the second greatest number of events (3), following the remaining participating jurisdictions Denison (2), Pottsboro (2), Whitesboro (2), Collinsville (1), Gunter (1), Howe (1), and Sadler (1). The remaining participating jurisdictions and ISD's did not report tornado events based through the NCEI database or during the planning update process. Based on the list of historical tornado events for the Grayson County planning area including all participating jurisdictions and ISDs, there have been seven recorded events since the 2012 Plan.

SIGNIFICANT EVENTS

March 21, 2022 – Grayson County

A strong shortwave trough aided in the development of scattered thunderstorms during the late morning, afternoon, and evening hours of March 21st. Thunderstorms initially fired along a dryline, many of which became severe, and some of which produced strong tornadoes. A total of 17 tornadoes were confirmed by storm survey teams, the strongest of which was an EF3. The tornado first touched down Thousand Oak Trails, moving through the Sherwood Shores community, producing extensive and widespread damage to trees and homes. Multiple manufactured homes were flipped, many trees were snapped in half, and one home was moved off its foundation. Maximum estimated winds in Grayson County were 130 mph. The event resulted in a total of 105 structures damaged, 53 destroyed, and 27 sustained major damage throughout the impacted areas. Damage totals from the storm system were estimated at just under 12 million dollars (2022 dollars). One death occurred as a result of the evening within Grayson County near the Red River.

April 26, 2016 – City of Howe

The National Weather Service determined a tornado produced EF0 and EF1 damage. The tornado occurred in Howe, just south of the Sherman city limits, beginning on the west side of US-75. The tornado damaged manufactured homes as well as businesses near Howe High School. The school also suffered some limited damages sustained from debris flying. The tornado continued to move northeast and damaged approximately 20 residential homes, causing widespread roof, fence, and vehicle damage. Five people were injured in this area, but none had life threatening injuries. Total damages cost was estimated to be around $557,036 (2022 dollars).

May 20, 2015 – Grayson County

The National Weather Service found evidence of a tornado near Lake Texoma in Grayson County. The tornado itself was brief but did damage two buildings and destroyed a marina roof on the

[6] Total includes tornado damages reported at Sherman ISD from undated event that could not be verified as reported in the NCEI event totals.

south shore of the lake. The approximate damage totals were estimated to be $99,635 (2022 dollars).

December 8, 2008 – City of Collinsville
A dry line moved across north Texas as an upper-level trough moved through the Desert Southwest. A line of thunderstorms developed and became severe as the night wore on. Two tornadoes and several downbursts caused significant damage across Grayson County. According to a damage survey conducted by the National Weather Service in Fort Worth, a lower F2 tornado affected areas of south and southwest Denison. Trees and power lines were downed as a result and dozens of homes, storage shelters, and businesses were damaged. About 500 homes in the area were without power. In addition, an EF1 tornado touched down near Collinsville and moved northeast. About 20 homes in the Collinsville area and 15 homes in the Southmayd area were damaged. A few businesses were also damaged. Trees, power lines, and sheds were blown down. One injury was reported.

May 9, 2006 – Grayson County
A significant tornado continued into southeastern Grayson County. A damage survey conducted by the National Weather Service in Fort Worth found that the tornado remained strong F3 as it crossed into Grayson County. Multiple residential structures sustained damage and numerous trees were snapped or uprooted along Yellow Bridge Road, Durham Road, and Red Moore Road. The tornado damaged outbuildings, rolled over a mobile home, and caused at least minor damage to structures in the area. The tornado, which had briefly weakened to an F1, strengthened again, and caused F2 damage as it approached southeast of the Pilot Grove community. The tornado crossed Highway 160, weakened to an F0, and dissipated approximately three miles south of Whitewright just before 11 PM. The event caused approximately $731,286 in damages (2022 dollars), with reports of one fatality of a 14 year old boy and several people who had suffered injuries and required medical treatment**.**

PROBABILITY OF FUTURE EVENTS

Tornadoes can occur at any time of year and at any time of day, but they are typically more common in the spring months during the late afternoon and evening hours. A smaller, high frequency period can emerge in the fall during the brief transition between the warm and cold seasons. With 71 historical events over a 71 year reporting period, Grayson County, including participating jurisdictions and ISDs, can anticipate a tornado touchdown approximately once every year. This frequency supports a “Highly Likely” probability of future events for the Grayson County planning area.

VULNERABILITY AND IMPACT

Because tornadoes often cross jurisdictional boundaries, all existing and future buildings, facilities, and populations in the entire Grayson County planning area, including participating jurisdictions and ISDs, are considered to be exposed to this hazard and could potentially be impacted. The damage caused by a tornado is typically a result of high wind velocity, wind-blown debris, lightning, and large hail.

The average tornado moves from southwest to northeast, but tornadoes have been known to move in any direction. Consequently, vulnerability of humans and property is difficult to evaluate since tornadoes form at different strengths, in random locations, and create relatively narrow

paths of destruction. Although tornadoes strike at random, making all buildings vulnerable, three types of structures are more likely to suffer damage:

- Manufactured Homes;
- Homes on crawlspaces (more susceptible to lift); and
- Buildings with large spans, such as shopping malls, gymnasiums, and factories.

Tornadoes can cause a significant threat to people as they could be struck by flying debris, falling trees/branches, utility lines, and poles. Blocked roads could prevent first responders to respond to calls. Tornadoes commonly cause power outages which could cause health and safety risks to residents and visitors, as well as to patients in hospitals.

The Grayson County planning area features mobile or manufactured home parks throughout the planning area. These parks are typically more vulnerable to tornado events than typical site built structures. In addition, manufactured homes are located sporadically throughout the planning area which would also be more vulnerable. The U.S. Census data indicates a total of 5,538 (9.6 percent of total housing stock) manufactured homes located in the Grayson County planning area. In addition, 48.3 percent (approximately 57,980 structures) of the single family residential (SFR) structures in the entire planning area were built before 1980. These structures would typically be built to lower or less stringent construction standards than newer construction and may be more susceptible to damage during significant wind events (Table 5-6). Based on 2021 American Community Survey (ACS) five-year estimates the City of Sherman and the City of Denison have the highest reported number of single-family residences built before 1980, causing these jurisdictions to potentially sustain more structural damage due to a tornado event. For additional information on building inventory growth rates please refer to Section 3 of this plan.

Table 5-6. Structures at Greater Risk by Participating Jurisdiction[7]

JURISDICTION	MANUFACTURED HOMES	SFR STRUCTURES BUILT BEFORE 1980
Grayson County	5,538	27,977
City of Bells	40	368
City of Collinsville	23	352
City of Denison	249	7,241
City of Dorchester	0	11
City of Gunter	38	147
City of Howe	264	566
City of Knollwood	125	50
City of Pottsboro	61	327

[7] Manufactured structures and/or portable building numbers are reported by each participating ISD.

JURISDICTION	MANUFACTURED HOMES	SFR STRUCTURES BUILT BEFORE 1980
City of Sadler	51	70
City of Sherman	473	10,082
City of Southmayd	421	60
City of Tioga	4	140
City of Tom Bean	9	276
City of Van Alstyne	60	702
City of Whitesboro	40	905
City of Whitewright	45	611
Bell ISD	0	0
Collinsville ISD	0	Unavailable
Denison ISD	0	8
Gunter ISD	3	Unavailable
Howe ISD	4	2
Pottsboro ISD	1	2
S&S CISD	0	1
Sherman ISD	0	Unavailable
Tioga ISD	2	3
Tom Bean ISD	2	4
Van Alstyne ISD	0	1
Whitesboro ISD	5	Unavailable
Whitewright ISD	0	Unavailable

While all citizens are at risk to the impacts of a tornado, forced relocation and disaster recovery drastically impacts low-income residents who lack the financial means to travel, afford a long-term stay away from home, and to rebuild or repair their homes. An estimated 12 percent of the planning area population live below the poverty level (Table 5-7), with the City of Sherman having the highest percentage of residents living below poverty level.

Table 5-7. Populations at Greatest Risk by Jurisdiction[8]

JURISDICTION	POPULATION BELOW POVERTY LEVEL
Grayson County	16,265
City of Bells	195
City of Collinsville	205
City of Denison	4,431
City of Dorchester	0
City of Gunter	113
City of Howe	1,007
City of Knollwood	162
City of Pottsboro	204
City of Sadler	33
City of Sherman	5,936
City of Southmayd	202
City of Tioga	85
City of Tom Bean	72
City of Van Alstyne	201
City of Whitesboro	301
City of Whitewright	378

The planning team identified the following critical facilities as assets that are considered the most important to the planning area and are susceptible to a range of impacts caused by tornado events (Table 5-8). The critical infrastructure with the greatest vulnerability to tornadoes are power and communications facilities. Failures of these facilities can result in a loss of service and cascading impacts such as posing enormous risk to individuals dependent on electricity as a medical necessity. For a comprehensive list of identified critical facilities for each participating entity please see Appendix C.

[8] U.S. Census Bureau 2021 data for Grayson County

Table 5-8. Critical Facilities Vulnerable to Tornado Event

CRITICAL FACILITIES	POTENTIAL IMPACTS
Emergency Response Services (EOC, Fire, Police, EMS, Hospitals)	• Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications. • Emergency vehicles can be damaged by falling trees or flying debris. • Power outages could disrupt communications, delaying emergency response times. • Critical staff may be injured or otherwise unable to report for duty, limiting response capabilities. • Debris/downed trees can impede emergency response vehicle access to areas. • Increased number of structure fires due to gas line ruptures and downed power lines, further straining the capacity and resources of emergency personnel. • First responders are exposed to downed power lines, unstable and unusual debris, hazardous materials, and generally unsafe conditions. • Extended power outages and evacuations may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.
Airport, Academic Institutions, Community Residential Facilities, Day Care Facilities, Evacuation Centers & Shelters, Governmental Facilities	• Structures can be damaged by falling trees damaged by lightning. • Power outages could disrupt critical care. • Backup power sources could be damaged. • Evacuations may be necessary due to extended power outages, fires, or other associated damage to facilities. • Power outages and infrastructure damage may prevent larger airports from acting as temporary command centers for logistics, communications, and emergency operations. • Temporary break in operations may significantly inhibit post event evacuations. • Damaged or destroyed highway infrastructure may substantially increase the need for airport operations.
Commercial Suppliers (food, gas, etc.)	• Facilities or infrastructure may be damaged, destroyed or otherwise inaccessible. • Essential supplies like medicines, water, food, and equipment deliveries may be significantly delayed. • Additional emergency responders and critical aid workers may not be able to reach the area for days.
Utility Services and Infrastructure (electric, water, wastewater, communications)	• Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications. • Emergency vehicles can be damaged by falling trees or flying debris. • Power outages could disrupt communications, delaying emergency response times. • Critical staff may be injured or otherwise unable to report for duty, limiting response capabilities. • Debris/downed trees can impede emergency response vehicle access to areas.

CRITICAL FACILITIES	POTENTIAL IMPACTS
	• Increased number of structure fires due to gas line ruptures and downed power lines, further straining the capacity and resources of emergency personnel. • First responders are exposed to downed power lines, unstable and unusual debris, hazardous materials, and generally unsafe conditions. • Extended power outages and evacuations may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.

The average annual loss estimate due to tornado events is $56,228,839 (in 2022 dollars), having an approximate annual loss estimate of $791,956. Based on historic damages and best available data the impact of a tornado event on the Grayson County planning area, including participating jurisdictions and ISDs, would be considered “Major”, with critical facilities and services shutdown for at least 2 weeks and more than 25 percent of properties destroyed or with major damage. However, due to the loss of life and number of past injuries, the impact of tornado events for the planning area is considered “Substantial,” with multiple deaths or injuries possible.

Table 5-9. Estimated Average Annual Losses by Jurisdiction

JURISDICTION	TOTAL PROPERTY & CROP LOSS	AVERAGE ANNUAL LOSS ESTIMATES
Grayson County	$53,231,878	$749,745
City of Bells	$0	$0
City of Collinsville	$563,523	$7,937
City of Denison	$1,060,396	$14,935
City of Dorchester	$0	$0
City of Gunter	$0	$0
City of Howe	$557,036	$7,846
City of Knollwood	$ 0	$0
City of Pottsboro	$0	$0
City of Sadler	$3,790	$53
City of Sherman	$564,645	$7,953
City of Southmayd	$0	$0
City of Tioga	$0	$0
City of Tom Bean	$0	$0
City of Van Alstyne	$0	$0
City of Whitesboro	$247,571	$3,487

JURISDICTION	TOTAL PROPERTY & CROP LOSS	AVERAGE ANNUAL LOSS ESTIMATES
City of Whitewright	$0	$0
Bell ISD	$0	$0
Collinsville ISD	$0	$0
Denison ISD	$0	$0
Gunter ISD	$0	$0
Howe ISD	$0	$0
Pottsboro ISD	$0	$0
S&S CISD	$0	$0
Sherman ISD	$206,465	$2,908
Tioga ISD	$0	$0
Tom Bean ISD	$0	$0
Van Alstyne ISD	$0	$0
Whitesboro ISD	$0	$0
Whitewright ISD	$0	$0
Planning Area	**$56,435,304**	**$794,864**

ASSESSMENT OF IMPACTS

Tornadoes have the potential to pose a significant risk to the population and can create dangerous situations. Often times, providing and preserving public health and safety is difficult. The impact of climate change could produce larger, more severe tornado events, exacerbating the current tornado impacts. More destructive tornado conditions can be frequently associated with a variety of impacts, including:

- Individuals exposed to the storm can be struck by flying debris, falling limbs, or downed trees causing serious injury or death.
- Structures can be damaged or crushed by falling trees, which can result in physical harm to the occupants.
- Manufactured homes may suffer substantial damage as they would be more vulnerable than typical site-built structures, especially within the Cities of Sherman and Southmayd.
- Portable classrooms may also suffer substantial damage as they would be more vulnerable than other classroom structures.
- Significant debris and downed trees can result in emergency response vehicles being unable to access areas of the community.
- Downed power lines may result in roadways being unsafe for use, which may prevent first responders from answering calls for assistance or rescue.

- Tornadoes often result in widespread power outages increasing the risk to more vulnerable portions of the population who rely on power for health and/or life safety.
- Extended power outages can result in an increase in structure fires and/or carbon monoxide poisoning as individuals attempt to cook or heat their home with alternate, unsafe cooking or heating devices, such as grills.
- Tornadoes can destroy or make residential structures uninhabitable, requiring shelter or relocation of residents in the aftermath of the event.
- First responders must enter the damage area shortly after the tornado passes to begin rescue operations and to organize cleanup and assessments efforts, therefore they are exposed to downed power lines, unstable and unusual debris, hazardous materials, and generally unsafe conditions, elevating the risk of injury to first responders and potentially diminishing emergency response capabilities.
- Emergency operations and services may be significantly impacted due to damaged facilities, loss of communications, and damaged emergency vehicles and equipment.
- City or county departments may be damaged or destroyed, delaying response and recovery efforts for the entire community.
- Private sector entities such as utility providers, financial institutions, and medical care providers may not be fully operational and may require assistance from neighboring communities until full services can be restored.
- Economic disruption negatively impacts the programs and services provided by the community due to short- and long-term loss in revenue, especially if damage is sustained to major employers within the planning area including Texoma Medical Center, Tyson Fresh Meats, and Sherman ISD.
- Damage to infrastructure may slow economic recovery since repairs may be extensive and lengthy.
- Some businesses not directly damaged by the tornado may be negatively impacted while roads and utilities are being restored, further slowing economic recovery.
- When the community is affected by significant property damage it is anticipated that funding would be required for infrastructure repair and restoration, temporary services and facilities, overtime pay for responders, and normal day-to-day operating expenses.
- Displaced residents may not be able to immediately return to work, further slowing economic recovery.
- Residential structures destroyed by a tornado may not be rebuilt for years, reducing the tax base for the community.
- Large or intense tornadoes may result in a dramatic population fluctuation, as people are unable to return to their homes or jobs and must seek shelter and/or work outside of the affected area.
- Businesses that are uninsured or underinsured may have difficulty reopening, which results in a net loss of jobs for the community and a potential increase in the unemployment rate.
- Recreation activities at locations such as Hagerman National Wildlife Refugee and historical sites like Eisenhower's birthplace may be unavailable and tourism can be unappealing for years following a large tornado, devastating directly related local businesses.

- Historical sites and properties, a total of 9 buildings and/or sites, including Eisenhower's birthplace, is listed on the National Register of Historic Places and are placed at a higher risk of impact.

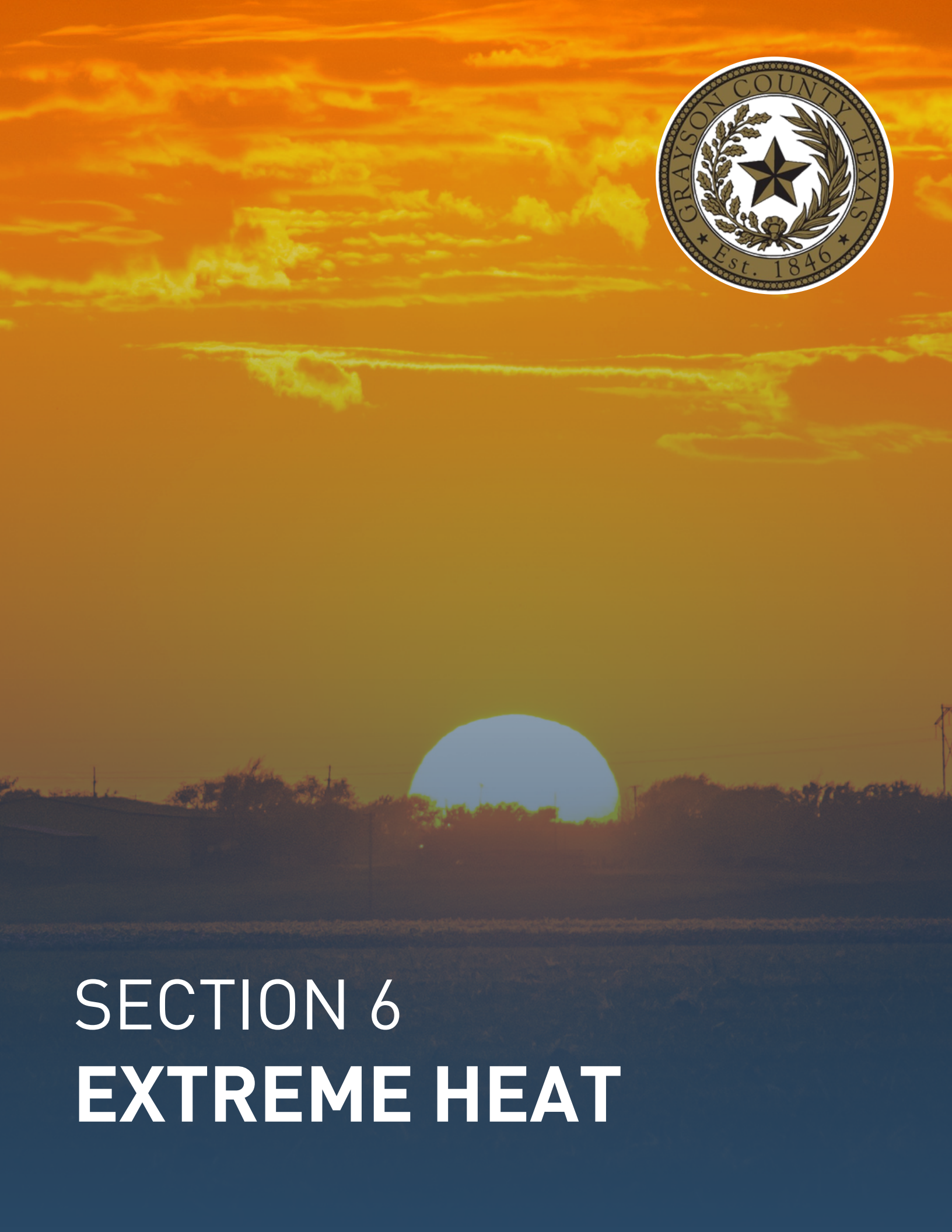
The economic and financial impacts of a tornado event on the community will depend on the scale of the event, what is damaged, costs of repair or replacement, lost business days in impacted areas, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by government, businesses, and citizens will contribute to the overall economic and financial conditions in the aftermath of a tornado event. Warning sirens/alert systems have been integrated into some participating communities to promote early warning and communication, reducing the potential economic and financial impacts of tornadic events. See appendix F for a comprehensive list of jurisdictions and ISDs that have this system in place.

CLIMATE CHANGE CONSIDERATIONS

The impacts on the frequency and severity of tornado events due to climate change are unclear. According to the Texas A&M 2021 Climate Report Update, the most robust trend in tornado activity in Texas is a likelihood for a greater number of tornadoes in large outbreaks, although the factors contributing to this trend are not expected to continue. Tornadoes spawn from less than 10 percent of thunderstorms, usually supercell thunderstorms that are in a wind shear environment that promotes rotation.[9] Based on climate models that are available, the environmental conditions needed for severe thunderstorm events are estimated to become more likely, resulting in an overall increase in the number of days capable of producing a severe thunderstorm event and potential tornadoes to develop from these storms.[10]

[9] Treisman, Rachel. *The exact link between tornadoes and climate change is hard to draw. Here's why*. NPR. December 13, 2021. https://www.npr.org/2021/12/13/1063676832/the-exact-link-between-tornadoes-and-climate-change-is-hard-to-draw-heres-why

[10] Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036, Texas A&M University Office of the Texas State Climatologist, 2021 update.



SECTION 6
EXTREME HEAT

SECTION 6: EXTREME HEAT

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HAZARD DESCRIPTION



Extreme heat is a prolonged period of excessively high temperatures and exceptionally humid conditions. Extreme heat during the summer months is a common occurrence throughout the State of Texas, and the Grayson County planning area, including participating jurisdictions and ISDs, is no exception. The County typically experiences extended heat waves or an extended period of extreme heat and is often accompanied by high humidity.

Although heat can damage buildings and facilities, it presents a more significant threat to the safety and welfare of citizens. The major human risks associated with extreme heat include heat cramps; sunburn; dehydration; fatigue; heat exhaustion; and even heat stroke. The most vulnerable population to heat casualties are children and the elderly or infirmed who frequently live on low fixed incomes and cannot afford to run air-conditioning on a regular basis. This population is sometimes isolated, with no immediate family or friends to look out for their well-being.

LOCATION

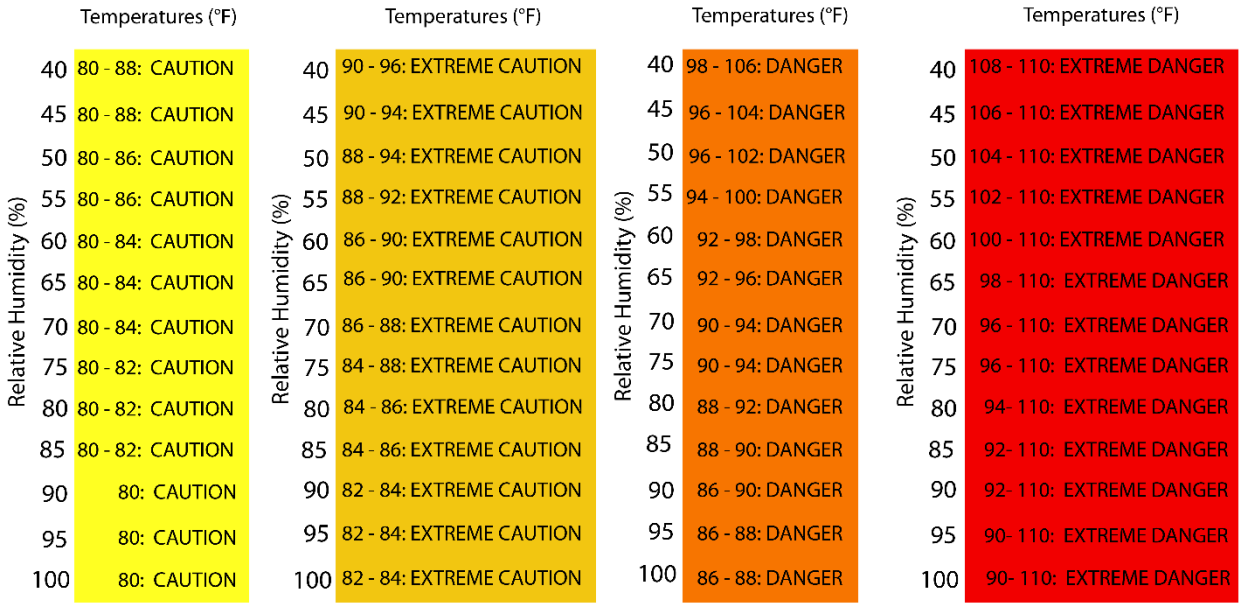
Extreme heat events can occur throughout the Grayson County planning area as there is no specific geographic scope to the extreme heat hazard. Extreme heat could occur anywhere within the Grayson County planning area, including all participating jurisdictions and ISDs.

EXTENT

The magnitude or intensity of an extreme heat event is measured according to temperature in relation to the percentage of humidity. According to the National Oceanic Atmospheric Administration (NOAA), this relationship is referred to as the “Heat Index” and is depicted in Figure 6-1. This index measures how hot it feels outside when humidity is combined with high temperatures.

SECTION 6: EXTREME HEAT

Figure 6-1. Extent Scale for Extreme Summer Heat[1]



The Extent Scale in Figure 6-1 displays varying categories of caution depending on the relative humidity combined with the temperature. For example, when the temperature is at 90 degrees Fahrenheit (°F) or lower, caution should be exercised if the humidity level is at or above 40 percent.

The shaded zones on the chart indicate varying symptoms or disorders that could occur depending on the magnitude or intensity of the event. “Caution” is the first category of intensity, and it indicates when fatigue due to heat exposure is possible. “Extreme Caution” indicates that sunstroke, muscle cramps, or heat exhaustion are possible, and a “Danger” level means that these symptoms are likely. “Extreme Danger” indicates that heat stroke is likely. The National Weather Service (NWS) initiates alerts based on the Heat Index as shown in Table 6-1.

Table 6-1. Heat Index and Warnings

CATEGORY	HEAT INDEX	POSSIBLE HEAT DISORDERS	WARNING TYPE
Extreme Danger	125°F and higher	Heat stroke or sun stroke likely.	An Excessive Heat Warning is issued if the Heat Index rises above 105°F at least 3 hours during the day or above 80°F at night.
Danger	103 – 124°F	Sunstroke, muscle cramps, and/or heat exhaustion are likely. Heatstroke possible with prolonged exposure and/or physical activity.	

[1] Source: NOAA

SECTION 6: EXTREME HEAT

CATEGORY	HEAT INDEX	POSSIBLE HEAT DISORDERS	WARNING TYPE
Extreme Caution	90 – 103°F	Sunstroke, muscle cramps, and/or heat exhaustion possible with prolonged exposure and/or physical activity.	A heat advisory will be issued to warn that the Heat Index may exceed 105°F.
Caution	80 – 90°F	Fatigue is possible with prolonged exposure and/or physical activity.	

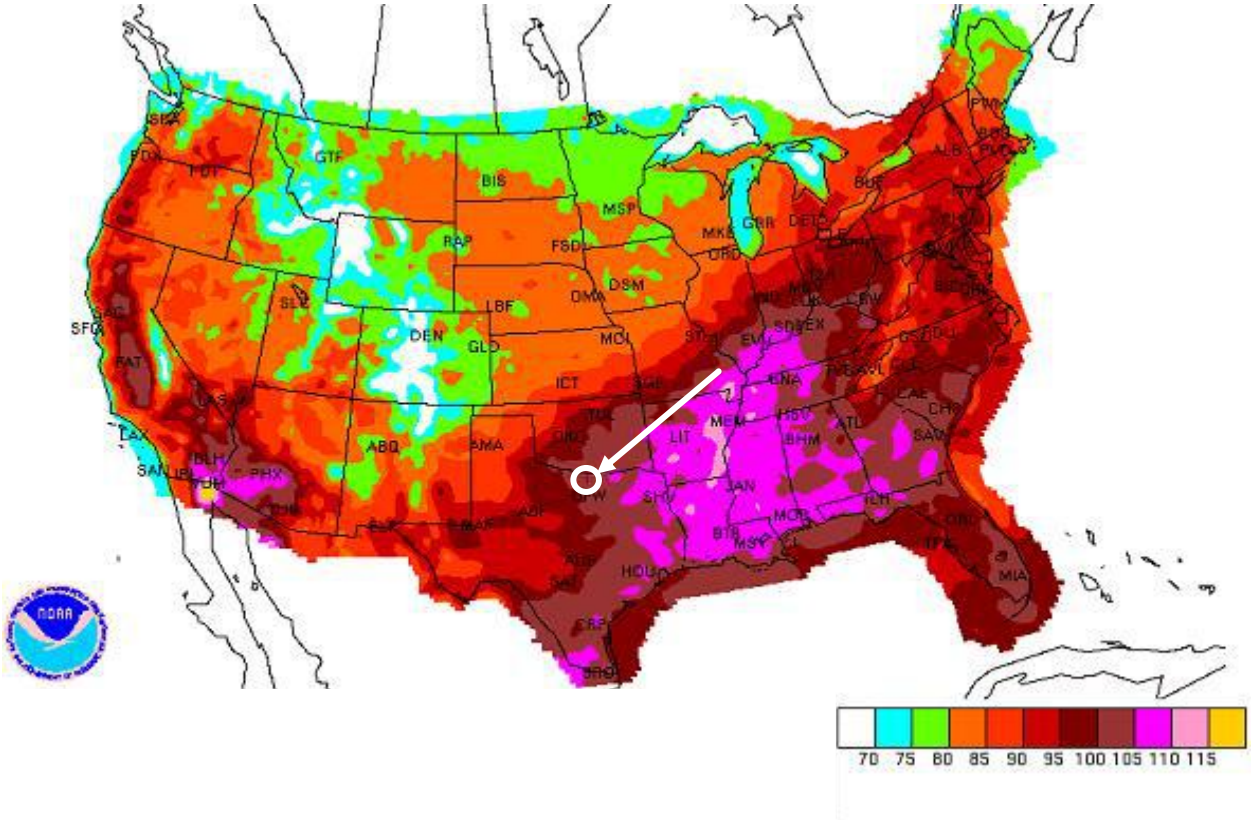
Grayson County follows the National Weather Service heat advisory protocol. A heat advisory is issued within the County when the heat index reaches 105°F -110°F degrees for at least two consecutive days.

Grayson County has an elevation ranging from 600 to 800 feet and generally level terrain with some low hills. The northern part, which drains into Lake Texoma and the Red River, is characterized by acidic soils of the Post Oak Belt, with loamy or sandy surfaces. The southern areas, which drain to tributaries of the Trinity River, have blackland soils conducive to the growth of trees such as post oak, bois d'arc, elm, and walnut, as well as various types of grasses. The county has an average annual precipitation of thirty-seven inches, temperatures ranging from an average low in January of 30°F to an average high of 96°F in July, and a growing season that averages 227 days a year.

Due to its geography, its warm, sunny climate, and the average daily temperature throughout the summer, the Grayson County planning area can expect an extreme heat event each summer. Citizens, especially children and the elderly should exercise caution by staying out of the heat for prolonged periods when a heat advisory or excessive heat warning is issued. In addition, those working or remaining outdoors for extended periods of time are at greater risk.

Figure 6-2 displays the daily maximum heat index as derived from NOAA based on data compiled from 1838 to 2015. The white circle shows the Grayson County planning area. The planning area is represented primarily in brown, which indicates an average daily heat index of 100°F to 105°F. Therefore, Grayson County and the participating jurisdictions and ISDs could experience dangerous heat from 100°F to 105°F, and should mitigate to the extent of “Danger,” which can include sunstroke, muscle cramps, heat exhaustion and potential heat stroke. This is the highest temperature (extreme caution category) the planning area can anticipate based on historical events.

Figure 6-2. Average Daily Maximum Heat Index Days[2]



HISTORICAL OCCURRENCES

Previous occurrences for extreme heat are derived from the NCEI database, which identifies extreme heat events at the county level for each event. According to heat related incidents located solely within Grayson County, there have been 27 extreme heat events on record for the planning area, which includes participating jurisdictions and ISDs (Table 6-2). Historical extreme heat information, as provided by the NCEI, shows extreme heat activity across a multi-county forecast area for each event, the appropriate percentage of the total property and crop damage reported for the entire forecast area has been allocated to each county impacted by the event.

Historical extreme heat data for the Grayson County planning area are provided on a County-wide basis per the NCEI database from 1996 through 2022. Only extreme heat events that have been reported have been factored into this Risk Assessment. It is highly likely additional extreme heat occurrences have gone unreported before and during the recording period. Due to the limited number of reported events, average high temperatures have been analyzed in order to determine the probability of future events.

[2] NRDC and the white circle indicates the Grayson County planning area.

Table 6-2. Historical Extreme Heat Events, 1996-2022[3]

JURISDICTION	DATE	DEATH	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	7/1/1998	0	0	$0	$0
Grayson County	8/1/1999	0	0	$0	$0
Grayson County	9/1/2000	0	0	$0	$0
Grayson County	7/1/2000	0	0	$0	$0
Grayson County	8/1/2000	0	0	$0	$0
Grayson County	8/1/2011	0	0	$0	$0
Grayson County	6/20/2019	0	0	$0	$0
Grayson County	7/8/2019	0	0	$0	$0
Grayson County	7/16/2019	0	0	$0	$0
Grayson County	8/17/2019	0	0	$0	$0
Grayson County	8/7/2019	0	0	$0	$0
Grayson County	8/26/2019	0	0	$0	$0
Grayson County	7/1/2020	0	0	$0	$0
Grayson County	7/9/2020	0	0	$0	$0
Grayson County	8/12/2020	0	0	$0	$0
Grayson County	8/28/2020	0	0	$0	$0
Grayson County	9/1/2021	0	0	$0	$0
Grayson County	7/25/2021	0	0	$0	$0
Grayson County	7/29/2021	0	0	$0	$0
Grayson County	8/9/2021	0	0	$0	$0
Grayson County	6/12/2022	0	0	$0	$0
Grayson County	6/11/2022	0	0	$0	$0
Grayson County	6/23/2022	0	0	$0	$0
Grayson County	7/6/2022	0	0	$0	$0
Grayson County	7/7/2022	0	0	$0	$0

[3] NOAA, NCEI Storm Events Database

JURISDICTION	DATE	DEATH	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	7/17/2022	0	0	$0	$0
Grayson County	8/3/2022	0	0	$0	$0
TOTALS		**0**	**0**	**$0**	**$0**

Table 6-3. Historical Extreme Heat Events Summary, 1996-2022

JURISDICTION	NUMBER OF EVENTS	DEATH	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	27	0	0	$0	$0

Based on the list of historical extreme heat events for the Grayson County planning area, twenty-one events were reported to the NCEI since the 2012 Plan.

SIGNIFICANT EVENTS

July 17 - 20, 2022 – Grayson County
Another round of excessive heat plagued the region in July with ambient temperatures near or above 105 degrees and/or heat index values near or above 110 degrees.

June 20 - 21, 2019 – Grayson County
Heat indices between 105 and 110 degrees occurred across Grayson County during the afternoons of June 20 through June 21, 2019 and for a good portion of North and Central Texas. Seasonably hot conditions continued into the weekend. Unfortunately, 2 heat-related fatalities occurred, both young children in neighboring counties.

August 1 - 6, 2011 – Grayson County
Excessive heat warning conditions occurred across the region. In Grayson County, high temperatures ranged approximately from 103-111 degrees, with heat index values around 110 and 111 degrees in several locations. Heat Advisory was in effect for all or parts of north Texas for most of the remainder of the month except for a few days in the middle of the month.

September 1, 2000 – Grayson County
Excessive heat was indicated when a strong ridge of high pressure remained over the region, bringing record heat to Texas for the month of September, and the hottest weather of the summer. Temperatures reached 111 degrees at DFW Airport on September 4, which set the all-time record for the month of September. Daily records were set over North Texas during the first 4 days of September.

PROBABILITY OF FUTURE EVENTS

According to historical records the Grayson County planning area has experienced 27 events in a 27-year reporting period. However, it can be assumed that events have gone unreported due to the average daily temperatures throughout the summer, providing a frequency of occurrence of approximately one event every year. This frequency supports a highly likely probability of future events. See additional information on the impacts of climate change at the end of this section.

VULNERABILITY AND IMPACT

There is no defined geographic boundary for extreme heat events. While the entirety of the Grayson County planning area, including participating jurisdictions and ISDs, is exposed to extreme temperatures, existing buildings, infrastructure, and critical facilities are not likely to sustain significant damage from extreme heat events. Therefore, any estimated property losses associated with the extreme heat hazard are anticipated to be minimal across the area.

Every summer, the hazard of heat-related illness becomes a significant public health issue throughout much of the United States. Mortality from all causes increases during heat waves, and excessive heat is an important contributing factor to deaths from other causes, particularly among the elderly. Extreme temperatures present a significant threat to life and safety for the population of the County as a whole. Heat casualties, for example, are typically caused by a lack of adequate air-conditioning or heat exhaustion. The most vulnerable population to heat casualties are the elderly or infirmed who frequently live on fixed incomes and cannot afford to run air-conditioning on a regular basis. This population is sometimes isolated, with no immediate family or friends to look out for their well-being. Children may also be more vulnerable if left unattended in vehicles. Students are also susceptible as sporting events and practices are often held outside during early fall or late spring when temperatures are at the highest. Populations living below the poverty level are often unable to run air-conditioning on a regular basis and are limited in their ability to seek medical treatment. Another segment of the population at risk are those whose jobs consist of strenuous labor outdoors (Table 6-5).

The population over 65 in the Grayson County planning area is estimated at 17.5 percent of the total population and children under the age of 5 are estimated at 6.2 percent, or an estimated total of 53,631 potentially vulnerable residents in the planning area based on age. In addition, an estimated 12 percent of the planning area population live below the poverty level (Table 6-4). Under privileged populations disproportionately impacted by extreme heat events as they are less likely to be able to afford air conditioning during the hot summer months as well as less likely to have access to medical care.

Table 6-4. Populations at Greater Risk by Participating Jurisdiction

JURISDICTION	POPULATION 65 AND OLDER	POPULATION UNDER 5	POPULATION BELOW POVERTY LEVEL
Grayson County	23,764	8,418	16,265
City of Bells	254	149	195
City of Collinsville	249	128	205
City of Denison	4,426	1,593	4,431
City of Dorchester	4	0	0
City of Gunter	191	88	113
City of Howe	333	323	1,007
City of Knollwood	82	13	162

JURISDICTION	POPULATION 65 AND OLDER	POPULATION UNDER 5	POPULATION BELOW POVERTY LEVEL
City of Pottsboro	505	123	204
City of Sadler	28	45	33
City of Sherman	6,410	3,151	5,936
City of Southmayd	181	164	202
City of Tioga	151	33	85
City of Tom Bean	135	87	72
City of Van Alstyne	938	103	201
City of Whitesboro	696	408	301
City of Whitewright	338	120	378
Bell ISD	N/A	30	N/A
Collinsville ISD	N/A	47	N/A
Denison ISD	N/A	199	N/A
Gunter ISD	N/A	35	N/A
Howe ISD	N/A	55	N/A
Pottsboro ISD	N/A	26	N/A
S&S CISD	N/A	26	N/A
Sherman ISD	N/A	400	N/A
Tioga ISD	N/A	50	N/A
Tom Bean ISD	N/A	31	N/A
Van Alstyne ISD	N/A	35	N/A
Whitesboro ISD	N/A	75	N/A
Whitewright ISD	N/A	41	N/A

Table 6-5. Outdoor Employees by Participating ISDs

ISD	EMPLOYEES WORKING OUTDOORS
Bell ISD	24
Collinsville ISD	10

ISD	EMPLOYEES WORKING OUTDOORS
Denison ISD	212
Gunter ISD	60
Howe ISD	15
Pottsboro ISD	53
S&S CISD	25
Sherman ISD	75
Tioga ISD	30
Tom Bean ISD	21
Van Alstyne ISD	20
Whitesboro ISD	40
Whitewright ISD	66

Extreme high temperatures can have significant secondary impacts, leading to droughts, water shortages, increased fire danger, and prompt excessive demands for energy. The possibility of rolling blackouts increases with unseasonably high temperatures in what is a normally mild month with low power demands. Typically, more than 12 hours of warning time would be given before the onset of an extreme heat event.

In terms of vulnerability to structures, the impact from extreme heat would be negligible. It is possible that critical facilities and infrastructure could be shut down for 24 hours if cooling units are running constantly, leading to a temporary power outage (Table 6-6). Less than ten percent of residential and commercial property could be damaged if extreme heat events lead to structure fires. Based on historical records over a 27-year period, annualized property and crop losses for the Grayson County planning area are negligible. However, the number of historical injuries and fatalities indicate a substantial impact for future events.

The Grayson County Planning Team identified the following critical facilities as assets that are considered the most important to the planning area and are susceptible to a range of impacts caused by extreme heat events. The following critical facilities would be vulnerable to extreme heat events in the Grayson County planning area, including participating jurisdictions and ISDs. For a comprehensive list by participating jurisdiction please see Appendix C.

Table 6-6. Critical Facilities Vulnerable to Extreme Heat Events

CRITICAL FACILITIES	POTENTIAL IMPACTS
Emergency Response Services (EOC,	• Emergency operations, services and response times may be significantly impacted due to power outages, and/or loss of communications.

CRITICAL FACILITIES	POTENTIAL IMPACTS
Fire, Police, EMS, Hospitals)	• Exposure to heat can cause heat illnesses in first responders, especially for those in heavy equipment. • Roads may become impassable due to by excessive heat causing asphalt roads to soften and concrete roads to shift or buckle impacting response times by emergency services. • Extended power outages due to increased usage may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.
Airport, Academic Institutions, Community Residential Facilities, Day Care Facilities, Evacuation Centers & Shelters, Governmental Facilities	• Facilities, infrastructure, or critical equipment including communications may be damaged, destroyed or otherwise inoperable. • Power outages due to increased usage could disrupt critical care. • Backup power sources could be damaged. • Evacuations may be necessary due to extended power outages, breaks in water main lines or other associated damage to facilities. • Facilities, infrastructure, or critical equipment including communications may be damaged, destroyed or otherwise inoperable. • Economic disruption due to power outages negatively impact airport services as well as area businesses reliant on airport operations.
Commercial Suppliers (food, gas, etc.)	• Facilities, infrastructure, or critical equipment including communications may be damaged, destroyed or otherwise inoperable. • Essential supplies like medicines, water, food, and equipment deliveries may be delayed.
Utility Services and Infrastructure (electric, water, wastewater, communications)	• Emergency operations, services and response times may be significantly impacted due to power outages, and/or loss of communications. • Roads may become impassable due to by excessive heat causing asphalt roads to soften and concrete roads to shift or buckle impacting response times by emergency services. • Breaks in water main lines or other associated damage to facilities.

ASSESSMENT OF IMPACTS

The greatest risk from extreme heat is to public health and safety. Extreme heat conditions can be frequently associated with a variety of impacts, including:

- Vulnerable populations, particularly the elderly (17.5 percent of total population) and children under 5 (6.2 percent of total population), can face serious or life-threatening health problems from exposure to extreme heat including hyperthermia, heat cramps, heat exhaustion, and heat stroke (or sunstroke).
- Response personnel, including utility workers, public works personnel, and any other professions where individuals are required to work outside, are more subject to extreme heat related illnesses since their exposure would typically be greater.
- High energy demand periods can outpace the supply of energy, potentially creating the need for rolling brownouts which would elevate the risk of illness to vulnerable residents.
- Highways and roads may be damaged by excessive heat causing asphalt roads to soften and concrete roads to shift or buckle.

- Vehicle engines and cooling systems typically run harder during extreme heat events resulting in increases in mechanical failures.
- Extreme heat events during times of drought can exacerbate the environmental impacts associated with drought, decreasing water and air quality and further degrading wildlife habitat.
- Extreme heat increases ground-level ozone (smog), increasing the risk of respiratory illnesses.
- Negatively impacted water suppliers may face increased costs resulting from the transport of water resources or development of supplemental water resources.
- Tourism and recreational activities at places such as Eisenhower's birthplace and Hagerman National Wildlife Refuge may be negatively impacted during extreme heat events, reducing seasonal revenue.
- Outdoor activities may see an increase in school injury or illness during extreme heat events.

The economic and financial impacts of extreme heat on the community will depend on the duration of the event, demand for energy, drought associated with extreme heat, and many other factors. The level of preparedness and the amount of planning done by the jurisdiction, local businesses, and citizens will impact the overall economic and financial conditions before, during, and after an extreme heat event.

CLIMATE CHANGE CONSIDERATIONS

Climate change is expected to lead to an increase in average temperatures as well as an increase in frequency, duration, and intensity of extreme heat events. With no reductions in emissions worldwide, the state of Texas is projected to experience an additional 30 to 60 days per year above 100°F than what is experienced now.[4]

[4] Gammon-Nielsen, John, Holman, Sara, Buley, Austin and Jorgensen, Savannah. Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036, 2021 Update. Texas A&M University Office of the Texas State Climatologist. October 7, 2021. https://climatexas.tamu.edu/files/ClimateReport-1900to2036-2021Update



SECTION 7
THUNDERSTORM WIND

SECTION 7: THUNDERSTORM WIND

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HAZARD DESCRIPTION

Thunderstorms create extreme wind events which includes straight line winds. Wind is the horizontal motion of the air past a given point, beginning with differences in air pressures. Pressure that is higher at one place than another sets up a force pushing from the high toward the low pressure; the greater the difference in pressures, the stronger the force. The distance between the area of high pressure and the area of low pressure also determines how fast the moving air accelerates.

Thunderstorms are created when heat and moisture near the Earth's surface are transported to the upper levels of the atmosphere. By-products of this process are the clouds, precipitation, and wind that become the thunderstorm.



According to the National Weather Service (NWS), a thunderstorm occurs when thunder accompanies rainfall. Radar observers use the intensity of radar echoes to distinguish between rain showers and thunderstorms.

Straight line winds are responsible for most thunderstorm wind damages. One type of straight-line wind, the downburst, is a small area of rapidly descending air beneath a thunderstorm. A downburst can cause damage equivalent to a strong tornado and make air travel extremely hazardous.

LOCATION

Thunderstorm wind events can develop in any geographic location and are considered a common occurrence in Texas. Therefore, a thunderstorm wind event could occur at any location within the Grayson County planning area, including participating jurisdictions and ISDs. These storms develop randomly and are not confined to any geographic area within the County. It is assumed that the entire Grayson County planning area is uniformly exposed to the threat of thunderstorm winds.

SECTION 7: THUNDERSTORM WIND

EXTENT

The extent or magnitude of a thunderstorm wind event is measured by the Beaufort Wind Scale. Table 7-1 describes the different intensities of wind in terms of speed and effects, from calm to violent and destructive.

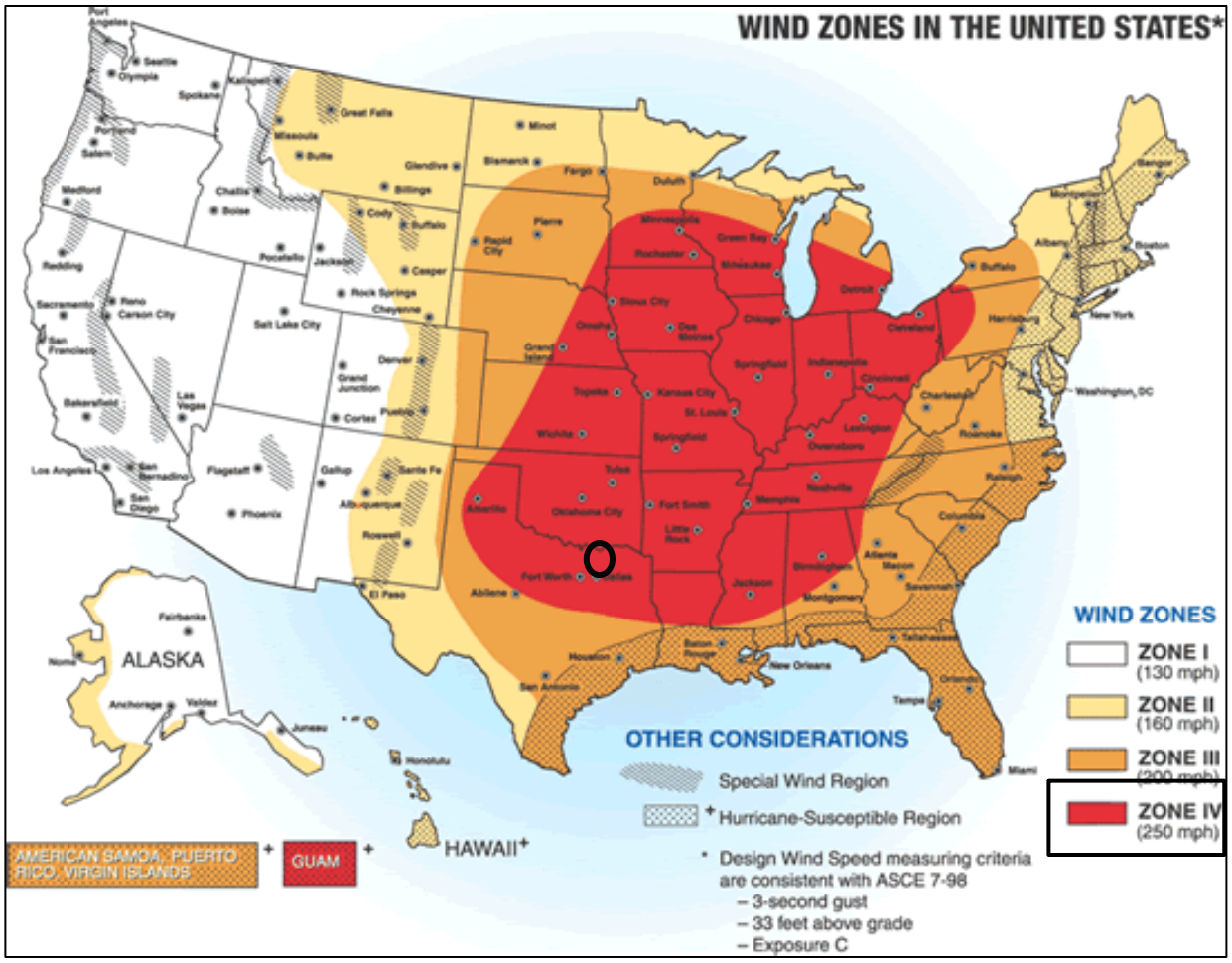
Table 7-1. Beaufort Wind Scale[1]

FORCE	WIND (MHP)	WMO CLASSIFICATION	APPEARANCE OF WIND EFFECTS
0	Less than 1	Calm	Calm, smoke rises vertically
1	1-3	Light Air	Smoke drift indicates wind direction, still wind vanes
2	4-8	Light Breeze	Wind felt on face, leaves rustle, vanes begin to move
3	9-14	Gentle Breeze	Leaves and small twigs constantly moving, light flags extended
4	15-21	Moderate Breeze	Dust, leaves and loose paper lifted, small tree branches move
5	22-28	Fresh Breeze	Small trees in leaf begin to sway
6	29-36	Strong Breeze	Larger tree branches moving, whistling in wires
7	37-44	Near Gale	Whole trees moving, resistance felt walking against wind
8	45-53	Gale	Whole trees in motion, resistance felt walking against wind
9	54-62	Strong Gale	Slight structural damage occurs, slate blows off roofs
10	63-72	Storm	Seldom experienced on land, trees broken or uprooted, "considerable structural damage"
11	73-83	Violent Storm	If experienced on land, widespread damage
12	84+	Hurricane	Violence and destruction

Figure 7-1 displays the wind zones as derived from NOAA.

[1] Source: World Meteorological Organization

Figure7-1. Wind Zones in the United States[2]



On average, the planning area experiences 5 to 6 thunderstorm wind events every year. The Grayson County planning area, including participating jurisdiction and ISDs, is located within Wind Zone IV, meaning it can experience winds up to 250 mph. The Grayson County planning area has experienced a significant wind event, or an event with winds in the range of "Force 12" on the Beaufort Wind Scale with winds above 84 mph. This is the worst to be anticipated for the entire planning area.

Based on a search of past events between 1957 through 2022, the greatest magnitude wind event that Grayson County planning area experienced was 72.8 knots, or 90 mph, during an event occurring on May 5, 1982. No impacts were reported as a result of this event.

HISTORICAL OCCURRENCES

The National Centers for Environmental Information (NCEI) Storm Events database is a national data source organized under the National Oceanic and Atmospheric Administration. The NCEI is the largest archive available for historic storm events data; however, it is important to note that only incidents recorded in the NCEI have been factored into this risk assessment unless otherwise

[2] Grayson County planning area is indicated by the black circle.

noted. It is likely that a high number of occurrences have gone unreported over the past 66 years. Tables 7-2 and 7-3 depict historical occurrences of thunderstorm wind events for the Grayson County planning area according to the NCEI database.

Since 1957, 354 thunderstorm wind events are known to have occurred in the Grayson County planning area. Based upon NCEI records 176 events caused damages. Table 7-3 presents information on known historical events impacting the Grayson County planning area, including participating jurisdictions and ISDs, resulting in damages, injuries, or fatalities. The strongest event reported in the planning area occurred in Grayson County in May of 1982 with reported wind speeds of 90 knots, or 104 mph. The most damaging event in the planning area was also reported in Grayson County occurred in 2007 and cause more than $400,000 in damages (2022 dollars).

It is important to note that high wind events associated with other hazards, such as tornadoes, are not accounted for in this section. Property damage estimates are not always available. Where an estimate has been provided in a table for losses, the dollar amounts have been modified for inflation to indicate the damage in 2022 dollars.

Historical thunderstorm wind data for the ISDs are provided within the jurisdiction in which the ISD resides as they do not have events reported separate and apart from jurisdiction events. There have been two reported losses as a result of thunderstorm wind for the participating school districts. Bell ISD and Gunter ISD have both reported one event (unknown date) that totaled approximately $10,000, and $20,000 in property damages, respectively.

Table 7-2. Historical Thunderstorm Wind Events, 1957-2022

MAXIMUM WIND SPEED RECORDED (KNOTS)	NUMBER OF REPORTED EVENTS
0-30	10
31-40	5
41-50	37
51-60	64
61-70	30
71-80	3
81-90	1
91-100+	0
Unknown	24

Table 7-3. Historical Thunderstorm Wind Events, 1957-2022[3]

JURISDICTION	DATE	TIME	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	5/13/1985	11:10 AM	0	0	2	$0	$0
Grayson County	9/24/1991	11:40 AM	0	0	1	$0	$0
City of Sherman	8/7/1994	11:50 AM	0	0	0	$9,939	$0
City of Collinsville	8/20/1994	4:00 PM	0	0	0	$9,939	$0
City of Pottsboro	5/27/1994	3:37 PM	0	0	1	$100,397	$0
City of Pottsboro	5/29/1994	8:05 AM	0	0	0	$10,040	$0
City of Sherman	5/29/1994	8:25 AM	0	0	0	$10,040	$0
Grayson County	8/7/1994	11:05 AM	0	0	0	$99,386	$0
City of Sherman	10/21/1994	2:10 AM	0	0	0	$9,905	$0
City of Denison	10/21/1994	2:30 AM	0	0	0	$991	$0
City of Sherman	5/1/1995	12:35 AM	0	0	0	$9,730	$0
City of Whitesboro	4/17/1995	8:30 PM	57	0	0	$38,996	$0
City of Denison	4/17/1995	9:00 PM	61	0	0	$19,498	$0
City of Van Alstyne	7/4/1995	9:26 PM	0	0	0	$7,768	$0
City of Pottsboro	6/12/1996	5:00 PM	-	0	0	$1,890	$0
City of Gunter	6/17/1996	4:00 PM	-	0	0	$28,351	$0
City of Sherman	7/26/1996	5:40 PM	-	0	0	$3,773	$0
City of Howe	4/13/1996	9:45 PM	-	0	0	$3,790	$0
Grayson County	4/21/1996	11:01 PM	-	0	0	$189,489	$0
Grayson County	4/21/1996	11:04 PM	-	0	1	$378,978	$0
Grayson County	4/21/1996	8:39 PM	-	0	0	$9,474	$0
Grayson County	4/21/1996	8:30 PM	-	0	0	$9,474	$0
City of Whitesboro	7/24/1997	5:20 PM	-	0	0	$36,906	$0
City of Sherman	7/15/1997	1:30 PM	-	0	0	$7,381	$0
City of Denison	5/26/1997	11:35 PM	-	0	0	$36,998	$0

[3] Only recorded events with fatalities, injuries or damages are listed. Magnitude is listed when available. Damage values are in 2022 dollars.

SECTION 7: THUNDERSTORM WIND

JURISDICTION	DATE	TIME	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	6/9/1997	7:05 PM	-	0	0	$184,760	$0
City of Sherman	6/22/1997	5:28 PM	-	0	0	$3,695	$0
City of Sherman	4/22/1997	3:30 AM	-	0	0	$31,429	$0
City of Whitesboro	6/4/1998	6:15 PM	-	0	0	$9,085	$0
City of Sherman	3/18/1998	11:30 PM	63	0	0	$2,739	$0
City of Van Alstyne	2/25/1998	7:42 PM	52	0	0	$18,293	$0
City of Whitesboro	2/6/1999	6:50 PM	-	0	0	$18,004	$0
City of Sherman	12/3/1999	12:45 AM	-	0	0	$26,397	$0
City of Sherman	12/4/1999	8:15 AM	-	0	0	$17,598	$0
City of Collinsville	4/14/1999	3:30 AM	-	0	0	$44,550	$0
City of Van Alstyne	5/27/2000	4:45 PM	58	0	0	$3,454	$0
City of Pottsboro	2/24/2001	10:40 AM	-	0	0	$8,424	$0
City of Tioga	2/24/2001	10:40 AM	-	0	0	$1,685	$0
Grayson County	4/11/2001	3:25 AM	52	0	0	$1,674	$0
Grayson County	2/24/2001	10:40 AM	-	0	0	$8,424	$0
City of Sherman	2/9/2001	2:30 AM	52	0	0	$16,847	$0
City of Denison	2/9/2001	2:30 AM	52	0	0	$25,271	$0
Grayson County	5/31/2001	1:30 AM	-	0	0	$16,667	$0
City of Denison	5/27/2001	11:40 PM	52	0	1	$0	$0
City of Sherman	6/14/2001	6:10 PM	58	0	0	$33,278	$0
City of Denison	6/14/2001	6:10 PM	58	0	0	$16,639	$0
City of Gunter	4/7/2002	6:40 PM	78	0	0	$123,542	$0
City of Howe	5/9/2002	8:30 PM	52	0	0	$6,589	$0
City of Van Alstyne	6/26/2002	6:00 PM	52	0	0	$16,463	$0
City of Pottsboro	8/13/2002	11:10 PM	-	0	0	$8,195	$0
City of Denison	8/25/2002	1:20 PM	52	0	0	$4,917	$0
City of Tioga	8/25/2002	1:20 PM	52	0	0	$8,195	$0
City of Denison	8/13/2002	11:30 PM	60	0	0	$81,951	$0

SECTION 7: THUNDERSTORM WIND

JURISDICTION	DATE	TIME	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
City of Denison	8/13/2002	11:45 PM	60	0	0	$8,195	$0
City of Pottsboro	8/27/2003	2:59 PM	52	0	0	$8,022	$0
City of Bells	6/11/2003	10:47 PM	52	0	0	$8,061	$0
City of Whitesboro	8/21/2003	6:00 PM	52	0	0	$3,209	$0
City of Denison	6/2/2004	7:20 PM	50	0	0	$3,123	$0
City of Howe	7/3/2004	4:15 AM	52	0	0	$1,564	$0
City of Sherman	7/3/2004	4:02 AM	52	0	0	$3,127	$0
Grayson County	6/2/2004	5:15 PM	61	0	0	$7,806	$0
City of Denison	6/2/2004	5:54 PM	52	0	0	$7,806	$0
City of Howe	6/18/2004	4:10 PM	60	0	0	$15,613	$0
City of Denison	6/17/2005	1:38 AM	50	0	0	$4,568	$0
City of Collinsville	7/14/2005	3:40 PM	50	0	0	$15,157	$0
Grayson County	11/15/2005	9:30 AM	40	0	0	$29,977	$0
Grayson County	11/27/2005	4:00 PM	50	0	0	$2,998	$0
City of Sherman	9/28/2005	5:15 PM	50	0	0	$89,388	$0
City of Denison	3/30/2006	8:41 PM	50	0	0	$14,823	$0
City of Tioga	8/12/2006	5:15 PM	50	0	0	$58,101	$0
City of Sherman	8/11/2006	3:20 PM	56	0	0	$50,839	$0
Grayson County	10/27/2006	1:53 AM	43	0	0	$2,935	$0
Grayson County	2/24/2007	12:00 PM	50	0	0	$436,618	$0
City of Sherman	5/7/2007	7:41 PM	65	0	0	$28,485	$0
City of Van Alstyne	5/24/2007	2:30 PM	52	0	0	$4,273	$0
City of Southmayd	5/7/2007	7:20 PM	50	0	0	$35,606	$0
City of Sherman	5/7/2007	7:30 PM	50	0	0	$21,364	$0
City of Pottsboro	6/18/2007	4:00 AM	50	0	0	$4,264	$0
City of Sherman	6/3/2007	7:55 AM	50	0	0	$21,322	$0
City of Whitesboro	7/10/2007	6:00 PM	50	0	0	$85,311	$0
Grayson County	6/4/2008	4:45 PM	33	0	0	$13,535	$0

SECTION 7: THUNDERSTORM WIND

JURISDICTION	DATE	TIME	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	11/30/2008	2:25 PM	32	0	0	$2,788	$0
Grayson County	12/27/2008	9:08 AM	61	0	0	$14,088	$0
City of Sadler	12/8/2008	10:26 PM	50	0	0	$7,044	$0
Grayson County	12/8/2008	10:30 PM	61	0	1	$70,440	$0
Grayson County	1/29/2008	10:30 AM	35	0	0	$280,624	$0
City of Denison	4/9/2008	6:00 PM	50	0	0	$27,573	$0
Grayson County	4/10/2008	3:10 AM	50	0	0	$6,893	$0
Grayson County	5/7/2008	5:00 PM	50	0	0	$6,836	$0
Grayson County	5/10/2008	5:45 PM	56	0	0	$27,343	$0
City of Howe	2/10/2009	9:20 PM	65	0	0	$11,166	$0
City of Collinsville	5/26/2009	9:05 PM	52	0	0	$1,385	$0
Grayson County	5/8/2009	9:10 PM	52	0	0	$9,694	$0
Grayson County	5/8/2009	10:15 PM	55	0	0	$6,925	$0
Grayson County	4/17/2009	12:50 PM	49	0	1	$20,834	$0
City of Denison	5/6/2009	4:13 AM	52	0	0	$4,155	$0
City of Pottsboro	5/26/2009	9:50 PM	61	0	0	$5,540	$0
City of Dorchester	5/8/2009	10:35 PM	61	0	0	$9,694	$0
City of Van Alstyne	5/8/2009	10:50 PM	70	0	0	$138,491	$0
City of Denison	5/6/2009	4:20 AM	52	0	0	$9,694	$0
Grayson County	8/5/2009	3:00 PM	52	0	0	$2,744	$0
City of Denison	8/5/2009	3:15 PM	61	0	0	$102,916	$0
City of Sherman	8/5/2009	3:30 PM	65	0	0	$6,861	$0
City of Sherman	8/5/2009	3:50 PM	61	0	0	$6,861	$0
City of Sherman	8/5/2009	3:57 PM	60	0	0	$6,861	$0
City of Denison	8/5/2009	3:30 PM	61	0	0	$68,611	$0
City of Sherman	8/5/2009	3:39 PM	62	0	0	$6,861	$0
City of Sherman	8/5/2009	3:05 PM	62	0	0	$5,489	$0
City of Denison	8/5/2009	3:15 PM	61	0	1	$41,166	$0

SECTION 7: THUNDERSTORM WIND

JURISDICTION	DATE	TIME	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
City of Van Alstyne	6/10/2009	6:50 PM	56	0	0	$10,985	$0
City of Sherman	5/30/2010	2:40 PM	55	0	0	$20,362	$0
Grayson County	8/23/2010	3:50 PM	56	0	0	$6,783	$0
City of Sherman	8/23/2010	4:10 PM	61	0	0	$2,713	$0
Grayson County	9/1/2010	11:15 AM	61	0	1	$13,559	$0
City of Sherman	4/24/2011	7:06 PM	60	0	0	$39,506	$0
Grayson County	4/15/2011	1:00 PM	43	0	0	$9,218	$0
City of Sherman	4/23/2011	8:55 PM	51	0	0	$3,951	$0
City of Sherman	5/1/2011	5:19 AM	65	0	0	$65,535	$0
City of Denison	5/1/2011	5:25 AM	56	0	0	$196,605	$0
City of Southmayd	5/11/2011	1:50 PM	56	0	0	$2,621	$0
City of Denison	5/11/2011	1:50 PM	60	0	0	$32,767	$0
City of Sherman	5/11/2011	1:55 PM	54	0	0	$19,660	$0
City of Howe	5/22/2011	7:30 PM	52	0	0	$6,553	$0
City of Whitesboro	5/11/2011	1:40 PM	74	0	0	$262,140	$0
City of Sherman	5/11/2011	1:50 PM	56	0	0	$2,621	$0
City of Denison	5/1/2011	5:25 AM	60	0	0	$19,660	$0
City of Sadler	6/18/2011	7:23 PM	65	0	1	$52,484	$0
City of Sherman	5/24/2011	8:35 PM	50	0	0	$3,932	$0
City of Tioga	6/20/2011	10:21 PM	54	0	0	$1,312	$0
City of Gunter	6/20/2011	10:25 PM	61	0	0	$6,561	$0
City of Sherman	5/24/2011	7:15 PM	54	0	0	$7,864	$0
City of Whitesboro	5/4/2012	8:15 PM	61	0	0	$9,021	$0
City of Sherman	5/28/2012	9:30 PM	61	0	0	$9,021	$0
City of Whitesboro	8/7/2012	1:20 PM	52	0	0	$12,856	$0
City of Sherman	8/14/2012	5:52 PM	64	0	0	$8,999	$0
City of Whitesboro	6/11/2012	10:56 PM	52	0	0	$2,581	$0
City of Howe	2/10/2013	3:00 AM	50	0	0	$638	$0

SECTION 7: THUNDERSTORM WIND

JURISDICTION	DATE	TIME	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	2/10/2013	3:00 AM	83	0	0	$191,353	$0
City of Gunter	5/21/2013	1:25 PM	61	0	0	$0	$6,357
Grayson County	5/21/2013	1:50 PM	56	0	0	$0	$12,714
Grayson County	6/9/2014	4:10 AM	54	0	0	$3,728	$0
City of Sherman	6/12/2014	4:15 AM	55	0	0	$3,728	$0
Grayson County	8/8/2014	6:00 PM	52	0	0	$623	$0
City of Denison	5/17/2015	12:17 AM	43	0	0	$9,963	$0
City of Sherman	12/13/2015	3:00 AM	48	0	0	$37,565	$0
City of Pottsboro	11/17/2015	4:45 AM	50	0	0	$12,479	$0
Grayson County	3/7/2016	9:05 PM	50	0	0	$6,219	$0
Grayson County	4/26/2016	9:03 PM	70	0	0	$7,427	$0
Grayson County	4/26/2016	8:40 PM	61	0	0	$12,379	$0
City of Whitesboro	4/26/2016	8:28 PM	65	0	0	$61,893	$0
City of Sherman	4/26/2016	9:13 PM	78	0	0	$123,786	$0
City of Denison	4/26/2016	9:13 PM	56	0	0	$7,427	$0
Grayson County	7/9/2016	1:00 PM	55	0	0	$24,617	$0
Grayson County	3/29/2017	2:21 AM	55	0	0	$2,430	$0
Grayson County	5/28/2017	1:10 AM	52	0	0	$2,420	$0
City of Collinsville	6/30/2017	9:45 PM	52	0	0	$6,045	$0
City of Pottsboro	6/30/2017	10:00 PM	55	0	0	$6,045	$0
City of Tioga	4/21/2017	6:57 PM	52	0	0	$12,112	$0
City of Sherman	4/17/2017	8:16 AM	43	0	0	$1,211	$0
City of Sherman	5/3/2018	9:10 AM	43	0	0	$5,886	$0
Grayson County	1/19/2019	7:00 AM	40	0	0	$1,177	$0
City of Gunter	3/13/2019	4:15 AM	56	0	0	$23,302	$0
Grayson County	4/30/2019	7:30 PM	61	0	0	$231,793	$0
Grayson County	6/29/2019	4:32 PM	47	0	0	$116	$0
City of Denison	6/16/2019	1:00 AM	48	0	0	$9,250	$0

JURISDICTION	DATE	TIME	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
City of Sherman	6/29/2019	4:38 PM	48	0	0	$116	$0
Grayson County	10/20/2019	10:42 PM	52	0	0	$1,151	$0
City of Sherman	3/18/2020	11:50 PM	43	0	0	$57,372	$0
City of Tioga	3/18/2020	11:25 PM	56	0	0	$574	$0
City of Whitesboro	5/22/2020	10:28 PM	70	0	0	$34,654	$0
Grayson County	5/22/2020	10:35 PM	56	0	0	$23,103	$0
City of Gunter	8/16/2020	5:20 PM	50	0	0	$2,279	$0
City of Sherman	8/16/2020	5:55 PM	50	0	0	$5,697	$0
City of Gunter	10/10/2021	8:35 PM	56	0	0	$5,354	$0
City of Bells	5/3/2021	9:07 PM	50	0	0	$2,200	$0
City of Sherman	5/15/2022	8:35 PM	56	0	0	$3,040	$0
Grayson County	5/15/2022	8:20 PM	56	0	0	$3,040	$0
Grayson County	3/21/2022	5:35 PM	50	0	0	$10,301	$0
Grayson County	10/16/2022	1:50 PM	48	0	0	$1,000	$0
TOTALS			**(MAX EXTENT)**	**0**	**11**	**$5,452,928**	**$19,071**

Table 7-4. Summary of Historical Thunderstorm Wind Events, 1957-2022

JURISDICTION	NUMBER OF EVENTS	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	160	90	0	7	$2,393,841	$12,714
City of Bells	2	52	0	0	$10,261	$0
City of Collinsville	6	52	0	0	$77,076	$0
City of Denison	34	61	0	2	$754,567	$0
City of Dorchester	1	61	0	0	$9,694	$0
City of Gunter	9	78	0	0	$189,389	$6,357
City of Howe	9	65	0	0	$45,913	$0
City of Knollwood	0	-	-	-	-	-
City of Pottsboro	18	61	0	1	$165,296	$0
City of Sadler	4	65	0	1	$59,528	$0

JURISDICTION	NUMBER OF EVENTS	MAGNITUDE	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
City of Sherman	63	65	0	0	$852,774	$0
City of Southmayd	3	61	0	0	$38,227	$0
City of Tioga	8	56	0	0	$81,979	$0
City of Tom Bean	2	52	0	0	$0	$0
City of Van Alstyne	12	70	0	0	$199,727	$0
City of Whitesboro	20	74	0	0	$574,656	$0
City of Whitewright	3	50	0	0	$0	$0
Bell ISD	1	N/A	0	0	$10,000	$0
Collinsville ISD	0	-	-	-	-	-
Denison ISD	0	-	-	-	-	-
Gunter ISD	1	N/A	0	0	$20,000	$0
Howe ISD	0	-	-	-	-	-
Pottsboro ISD	0	-	-	-	-	-
S&S CISD	0	-	-	-	-	-
Sherman ISD	0	-	-	-	-	-
Tioga ISD	0	-	-	-	-	-
Tom Bean ISD	0	-	-	-	-	-
Van Alstyne ISD	0	-	-	-	-	-
Whitesboro ISD	0	-	-	-	-	-
Whitewright ISD	0	-	-	-	-	-
TOTALS	**356**	**(MAX EXTENT)**	**0**	**11**	**$5,501,999**	

Based on the list of historical thunderstorm wind events for the Grayson County planning area (listed above), including participating jurisdictions and ISDs, 64 of the events have occurred since the 2012 Plan that have caused impacts to the planning area.

SIGNIFICANT EVENTS

May 22, 2020 - City of Whitesboro

Two main time frames of severe weather reports highlighted damaging straight-line winds across Montague, Cooke and Grayson Counties. This event produced tree and minimal structural damage across a 12 mile path in eastern Cooke and western Grayson Counties. Scattered, snapped, and uprooted trees were observed generally along US Highway 82, from approximately

2 miles east of the center of Gainesville, to just east of Whitesboro. All of the tree damage was blown in an east-southeast direction, and nearly all shingle damage was confined to the west or upwind sides of the structures. In Whitesboro, power poles and trees were knocked down and roof damage was reported. Total damages estimates were estimated at $34,654 (2022 dollars).

April 30, 2019 – Grayson County
An unstable airmass was in place when an upper-level disturbance traveled into the Plains, igniting strong to severe thunderstorms in and north of the Dallas-Fort Worth Metroplex, including Grayson County, Tuesday evening. Thunderstorm winds damaged roofs, in addition, tree damage was also noted in the area. Total damage was estimated to be approximately $231,793 (2022 dollars).

June 18, 2011 – City of Sadler
Several thunderstorms developed near Grayson County. The environment was very unstable with a very dry airmass in the lowest 10 thousand feet of the atmosphere. Winds around 70 mph were measured causing substantial damage to a home in the City of Sadler. A person inside the home suffered a broken arm. There was also damage to several outbuildings, two metal barns suffered roof damage, and many large trees were blown down. Damage was estimated at approximately $52,484 (2022 dollars).

May 8, 2009 - City of Van Alstyne
Severe thunderstorms developed in the evening along a cold front moving across the Red River. Three businesses at the Wilson N. Jones Plaza located on the northeast corner of HWY 75 and FM 121 in Van Alstyne partially lost their roof due to straight line winds. Extensive water damage was sustained in the buildings. In addition, several trees were downed in town, and some fell on houses and vehicles. Total damage costs were estimated to be $138,491 (2022 dollars).

PROBABILITY OF FUTURE EVENTS

Most thunderstorm winds occur during the spring and fall seasons and during the months of March, April, May, and September. Based on available records of historic events, there have been a total of 354 events in a 66-year reporting period, which provides a probability of five to six events every year. Even though the intensity of thunderstorm wind events is not always damaging for the Grayson County planning area, including participating jurisdictions and ISDs, the frequency of occurrence for a thunderstorm wind event is highly likely. This means that an event is probable within the next year for the Grayson County planning area. See additional information on climate change at the end of this section.

VULNERABILITY AND IMPACT

Vulnerability is difficult to evaluate since thunderstorm wind events can occur at different strength levels, in random locations, and can create relatively narrow paths of destruction. Due to the randomness of these events, all existing and future structures and facilities within the Grayson County planning area including participating jurisdictions and ISDs could potentially be impacted and remain vulnerable to possible injury and property loss from strong winds.

Trees, power lines and poles, signage, manufactured housing, radio towers, concrete block walls, storage barns, windows, garbage recepticles, brick facades, and vehicles, unless reinforced, are vulnerable to thunderstorm wind events. More severe damage involves windborne debris; in some

instances, patio furniture and other lawn items have been reported to have been blown around by wind and, very commonly, debris from damaged structures in turn have caused damage to other buildings not directly impacted by the event. In numerous instances roofs have been reported as having been torn off of buildings. The portable buildings typically used at schools and construction sites would be more vulnerable to thunderstorm wind events than typical site-built structures and could potentially pose a greater risk for wind-blown debris.

According to the American Community Survey, five-year estimates for 2021, a total of 5,538 manufactured homes are located in the Grayson County planning area (9.6 percent), a 16 percent increase in these types of housing since 2012. In addition, 48.3 percent (approximately 27,977 structures) of the housing units were built before 1980. These structures would typically be built to lower or less stringent construction standards than newer construction and may be more susceptible to damage during significant wind events. Based on 2021 American Community Survey (ACS) five-year estimates the City of Sherman and the City of Denison have the highest reported number of single-family residences built before 1980, indicating greater vulnerability in terms of at-risk structures.

Table 7-5. Structures at Greater Risk by Participating Jurisdiction

JURISDICTION	MANUFACTURED HOMES	SFR STRUCTURES BUILT BEFORE 1980[4]
Grayson County[5]	5,538	27,977
City of Bells	40	368
City of Collinsville	23	352
City of Denison	249	7,241
City of Dorchester	0	11
City of Gunter	38	147
City of Howe	264	566
City of Knollwood	125	50
City of Pottsboro	61	327
City of Sadler	51	70
City of Sherman	473	10,082
City of Southmayd	421	60
City of Tioga	4	140
City of Tom Bean	9	276

[4] Manufactured structures and/or portable building numbers are reported by each participating ISD.
[5] County totals includes all jurisdictions and unincorporated areas within the county.

JURISDICTION	MANUFACTURED HOMES	SFR STRUCTURES BUILT BEFORE 1980[4]
City of Van Alstyne	60	702
City of Whitesboro	40	905
City of Whitewright	45	611
Bell ISD	0	0
Collinsville ISD	0	Unavailable
Denison ISD	0	8
Gunter ISD	3	Unavailable
Howe ISD	4	2
Pottsboro ISD	1	2
S&S CISD	0	1
Sherman ISD	0	Unavailable
Tioga ISD	2	3
Tom Bean ISD	2	4
Van Alstyne ISD	0	1
Whitesboro ISD	5	Unavailable
Whitewright ISD	0	Unavailable

While all citizens are vulnerable to the impacts of thunderstorm wind, forced relocation and disaster recovery drastically impacts low-income residents who lack the financial means to travel, afford a long-term stay away from home, and to rebuild or repair their homes. An estimated 12 percent of the planning area population live below the poverty level (Table 7-6). While warning times for these type of hazard events should be substantial enough for these individuals to seek shelter, individuals who work and recreate outside (Table 7-7) are also vulnerable to potential impacts of a thunderstorm wind event.

Table 7-6 Populations at Greatest Risk by Jurisdiction[6]

JURISDICTION	POPULATION BELOW POVERTY LEVEL
Grayson County	16,265
City of Bells	195

[6] US Census Bureau 2022 data for Grayson County.

JURISDICTION	POPULATION BELOW POVERTY LEVEL
City of Collinsville	205
City of Denison	4,431
City of Dorchester	0
City of Gunter	113
City of Howe	1,007
City of Knollwood	162
City of Pottsboro	204
City of Sadler	33
City of Sherman	5.936
City of Southmayd	202
City of Tioga	85
City of Tom Bean	72
City of Van Alstyne	201
City of Whitesboro	301
City of Whitewright	378

Table 7-7. Outdoor Employees by Participating ISDs

ISD	EMPLOYEES WORKING OUTDOORS
Bell ISD	24
Collinsville ISD	10
Denison ISD	212
Gunter ISD	60
Howe ISD	15
Pottsboro ISD	53
S&S CISD	25
Sherman ISD	75
Tioga ISD	30

ISD	EMPLOYEES WORKING OUTDOORS
Tom Bean ISD	21
Van Alstyne ISD	20
Whitesboro ISD	40
Whitewright ISD	66

The planning team identified the following critical facilities as assets that are considered the most important to the planning area and are susceptible to a range of impacts caused by thunderstorm wind events. The critical infrastructure with the greatest vulnerability to thunderstorms are power and communications facilities. Failures of these facilities can result in a loss of service and cascading impacts such as posing enormous risk to individuals dependent on electricity as a medical necessity. For a comprehensive list of identified critical facilities for each participating entity please see Appendix C.

Table 7-8. Critical Facilities Vulnerable to Thunderstorm Wind Event

CRITICAL FACILITIES	POTENTIAL IMPACTS
Emergency Response Departments (EOC, Fire, Police, EMS), Hospitals	• Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications. • Emergency vehicles can be damaged by falling trees or flying debris. • Power outages could disrupt communications, delaying emergency response times. • Critical staff may be injured or otherwise unable to report for duty, limiting response capabilities. • Debris/downed trees can impede emergency response vehicle access to areas. • Increased number of structure fires due to gas line ruptures and downed power lines, further straining the capacity and resources of emergency personnel. • First responders are exposed to downed power lines, unstable and unusual debris, hazardous materials, and generally unsafe conditions.
Airport, Academic Institutions, Community Residential Facilities, Day Care Facilities, Evacuation Centers & Shelters, Governmental Facilities	• Structures can be damaged by falling trees or flying debris. • Power outages could disrupt critical care. • Backup power sources could be damaged. • Critical staff may be injured or otherwise unable to report for duty, limiting response capabilities. • Evacuations may be necessary due to extended power outages, gas line ruptures, or structural damage to facilities. • Power outages and infrastructure damage may prevent larger airports from acting as temporary command centers for logistics, communications, and emergency operations. • Temporary break in operations may significantly inhibit post event evacuations. • Damaged or destroyed highway infrastructure may substantially increase the need for airport operations.

CRITICAL FACILITIES	POTENTIAL IMPACTS
Commercial Suppliers (food, gas, etc.)	• Facilities, infrastructure, or critical equipment including communications may be damaged, destroyed or otherwise inoperable. • Essential supplies like medicines, water, food, and equipment deliveries may be delayed. • Economic disruption due to power outages and fires negatively impact airport services as well as area businesses reliant on airport operations.
Utility Services and Infrastructure (electric, water, wastewater, communications)	• Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications. • Emergency vehicles can be damaged by falling trees or flying debris. • Power outages could disrupt communications, delaying emergency response times. • Critical staff may be injured or otherwise unable to report for duty, limiting response capabilities. • Debris/downed trees can impede emergency response vehicle access to areas. • Increased number of structure fires due to gas line ruptures and downed power lines, further straining the capacity and resources of emergency personnel.

A thunderstorm wind event can also result in traffic disruptions, injuries and in rare cases, fatalities. Impact of thunderstorms winds experienced in the Grayson County planning area has resulted in eleven injuries and no fatalities. Impact of thunderstorm wind events experienced in Grayson County planning area, including participating jurisdictions and ISDs, would be considered “Limited,” with less than 10 percent of property expected to be destroyed and critical facilities shut down for less than 24-hours. However, with eleven injuries and no fatalities, the impact is considered “Major” with multiple injuries possible depending on the severity of the event. Overall, in the past 66 years there has been a total of $5,501,999 damages (in 2022 dollars) in the Grayson County planning area due to thunderstorm wind events. The estimated average annual loss from a thunderstorm wind event is $83,363.62.

Table 7-9. Estimated Annualized Losses by Participating Jurisdiction

JURISDICTION	TOTAL PROPERTY & CROP LOSS	ANNUAL LOSS ESTIMATES
Grayson County	$2,406,555	$36,463
City of Bells	$10,261	$155
City of Collinsville	$77,076	$1,168
City of Denison	$754,567	$11,443
City of Dorchester	$9,694	$147
City of Gunter	$195,746	$2,966
City of Howe	$45,913	$696

JURISDICTION	TOTAL PROPERTY & CROP LOSS	ANNUAL LOSS ESTIMATES
City of Knollwood	$0	$0
City of Pottsboro	$165,296	$2,504
City of Sadler	$59,528	$902
City of Sherman	$852,774	$12,921
City of Southmayd	$38,227	$579
City of Tioga	$81,979	$1,242
City of Tom Bean	$0	$0
City of Van Alstyne	$199,727	$3,026
City of Whitesboro	$574,656	$8,707
City of Whitewright	$0	$0
Bell ISD	$10,000	$151.52
Collinsville ISD	$0	$0
Denison ISD	$0	$0
Gunter ISD	$20,000	$303.03
Howe ISD	$0	$0
Pottsboro ISD	$0	$0
S&S CISD	$0	$0
Sherman ISD	$0	$0
Tioga ISD	$0	$0
Tom Bean ISD	$0	$0
Van Alstyne ISD	$0	$0
Whitesboro ISD	$0	$0
Whitewright ISD	$0	$0
TOTALS	**$5,501,999**	**$83,363.62**

ASSESSMENT OF IMPACTS

Thunderstorm wind events have the potential to pose a significant risk to people and can create dangerous and difficult situations for public health and safety officials. Thunderstorm wind conditions can be frequently associated with a variety of impacts, including:

- Individuals exposed to the storm can be struck by flying debris, falling limbs, or downed trees causing serious injury or death.
- Structures can be damaged or crushed by falling trees, which can result in physical harm to the occupants.
- Significant debris and downed trees can result in emergency response vehicles being unable to access areas of the community.
- Downed power lines may result in roadways being unsafe for use, which may prevent first responders from answering calls for assistance or rescue.
- During exceptionally heavy wind events, first responders may be prevented from responding to calls, as the winds may reach a speed in which their vehicles and equipment are unsafe to operate.
- Thunderstorm wind events often result in widespread power outages increasing the risk to more vulnerable portions of the population who rely on power for health and/or life safety.
- Extended power outage often results in an increase in structure fires and carbon monoxide poisoning, as individuals attempt to cook or heat their homes with alternate, unsafe cooking or heating devices, such as grills.
- First responders are exposed to downed power lines, unstable and unusual debris, hazardous materials, and generally unsafe conditions.
- Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications.
- Critical staff may be unable to report for duty, limiting response capabilities.
- City or county departments may be damaged, delaying response and recovery efforts for the entire community.
- Private sector entities that residents rely on, such as utility providers, financial institutions, and medical care providers may not be fully operational and may require assistance from neighboring communities until full services can be restored.
- Economic disruption negatively impacts the programs and services provided by the community due to short- and long-term loss in revenue.
- Some businesses not directly damaged by thunderstorm wind events may be negatively impacted while roads are cleared and utilities are being restored, further slowing economic recovery.
- Older structures (48 percent of the planning area) built to less stringent building codes may suffer greater damage as they are typically more vulnerable to thunderstorm winds.
- Large scale wind events can have significant economic impact on the affected area, as it must now fund expenses such as infrastructure repair and restoration, temporary services and facilities, overtime pay for responders, and normal day-to-day operating expenses.
- Businesses that are more reliant on utility infrastructure than others may suffer greater damage without a backup power source.
- Recreational areas and parks such as the Hagerman National Wildlife Refuge, may be damaged or inaccessible due to downed trees or debris, causing temporary impacts to area businesses.

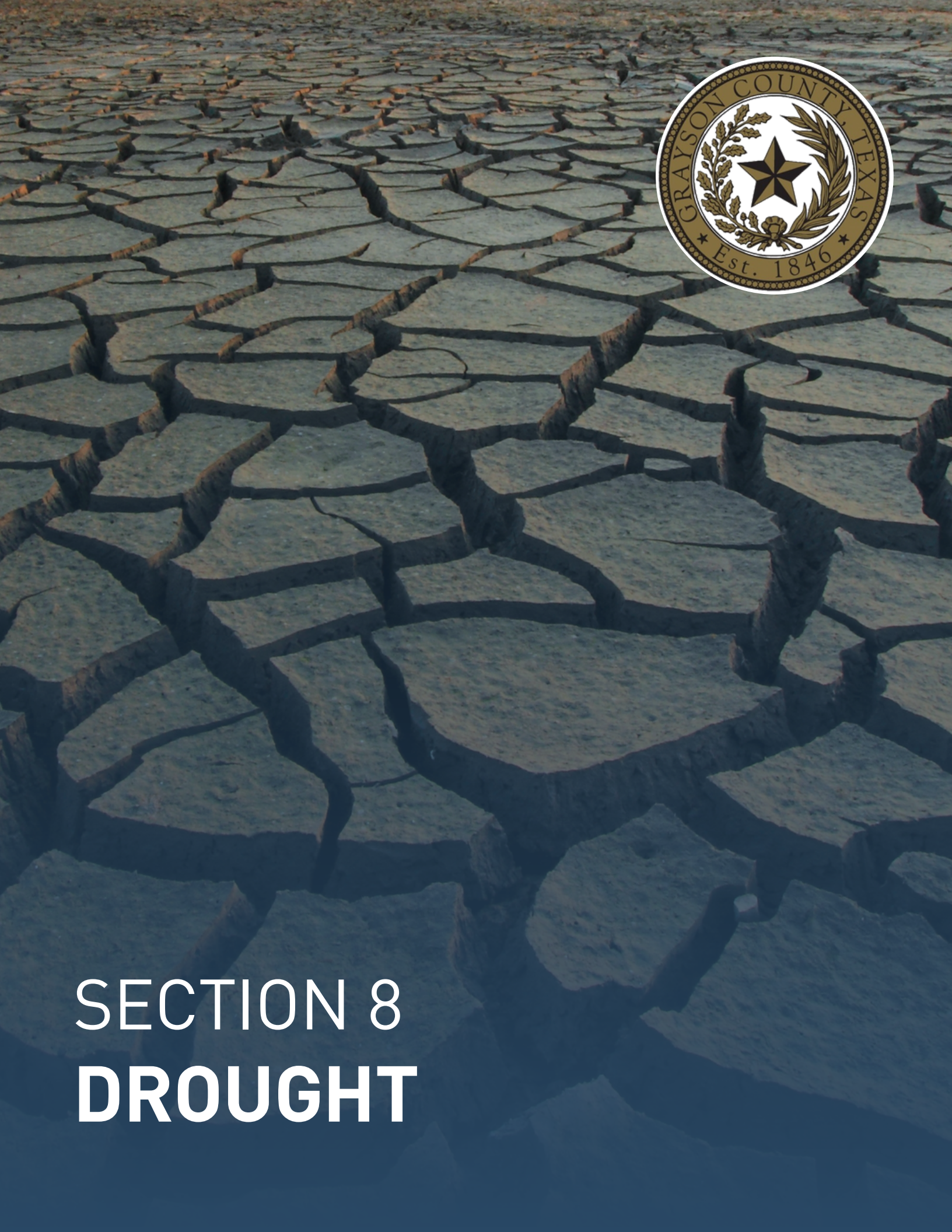
- Historical sites and properties, a total of 9 buildings and sites, including Eisenhower's birthplace, is listed on the National Register of Historic Places, and are placed at a higher risk of impact.

The economic and financial impacts of thunderstorm winds on the area will depend entirely on the scale of the event, what is damaged, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by the community, local businesses, and citizens will also contribute to the overall economic and financial conditions in the aftermath of any thunderstorm wind event.

CLIMATE CHANGE CONSIDERATIONS

The impacts on the frequency and severity of severe thunderstorm wind events due to climate change are unclear. According to the Texas A&M 2021 Climate Report Update, changes in severe thunderstorm reports over time have been more closely linked to changes in population than changes in the hazard event. At this time there is low confidence of an ongoing trend in the overall frequency and severity of thunderstorm events, due to the lack of climate data records for severe thunderstorms. Based on climate models that are available, the environmental conditions needed for severe thunderstorms are estimated to become more likely, resulting in an overall increase in the number of days capable of producing a severe thunderstorm event.[7]

[7] Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036, Texas A&M University Office of the Texas State Climatologist, 2021 update.



SECTION 8
DROUGHT

SECTION 8: DROUGHT

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HAZARD DESCRIPTION

Drought is a period of time without substantial rainfall that persists from one year to the next. Drought is a normal part of virtually all climatic regions, including areas with high and low average rainfall. Drought is the consequence of anticipated natural precipitation reduction over an extended period of time, usually a season or more in length. Droughts can be classified as meteorological, hydrologic, agricultural, and socioeconomic. Table 8-1 presents definitions for these different types of droughts.

Droughts are one of the most complex of all natural hazards as it is difficult to determine their precise beginning or end. In addition, droughts can lead to other hazards such as extreme heat and wildfires. Their impact on wildlife and area farming is enormous, often killing crops, grazing land, edible plants, and even in severe cases, trees. A secondary hazard to drought is wildfire because dying vegetation serves as a prime ignition source. Therefore, a heat wave combined with a drought is a very dangerous situation.

Table 8-1. Drought Classification Definitions[1]

METEOROLOGICAL DROUGHT	The degree of dryness or departure of actual precipitation from an expected average or normal amount based on monthly, seasonal, or annual time scales.
HYDROLOGIC DROUGHT	The effects of precipitation shortfalls on stream flows and reservoir, lake, and groundwater levels.
AGRICULTURAL DROUGHT	Soil moisture deficiencies relative to water demands of plant life, usually crops.
SOCIOECONOMIC DROUGHT	The effect of demands for water exceeding the supply as a result of a weather-related supply shortfall.

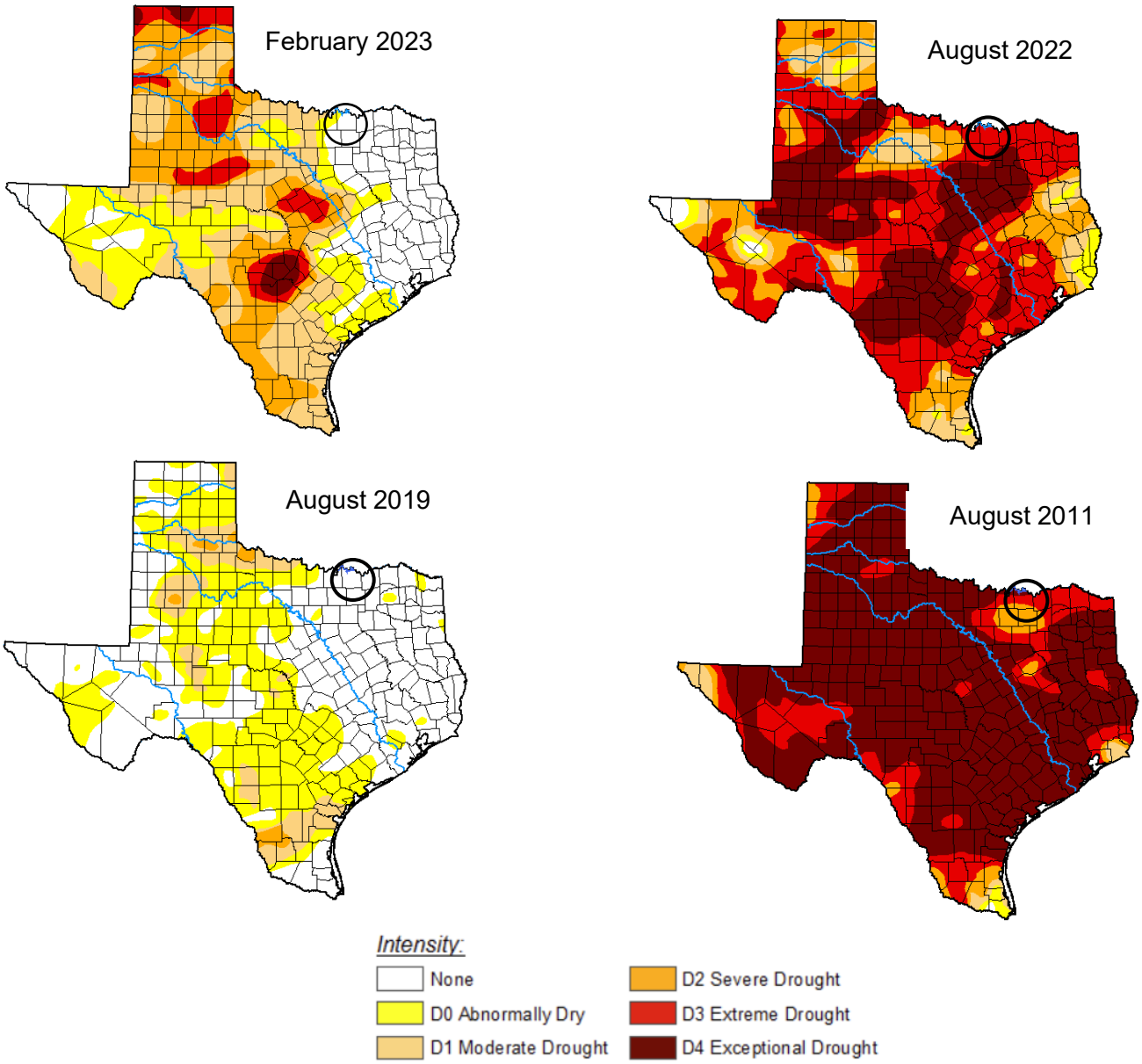
LOCATION

Droughts occur regularly throughout Texas and the Grayson County planning area, including participating jurisdictions and ISDs, and are considered a normal condition. However, they can vary greatly in their intensity and duration. The U.S. Drought Monitor, produced through a

[1] Source: Multi-Hazard Identification and Risk Assessment: A Cornerstone of the National Mitigation Strategy, FEMA

partnership between the National Drought Mitigation Center at the University of Nebraska-Lincoln, U.S. Department of Agriculture and the National Oceanic and Atmospheric Administration, shows the planning area is currently not experiencing drought conditions but has experienced a range of conditions from none to extreme drought conditions over the last decade. There is no distinct geographic boundary to drought; therefore, it can occur throughout the Grayson County planning area equally.

Figure 8-1. U.S. Drought Monitor, August 2011, August 2019, August 2022, February 2023



EXTENT

The Palmer Drought Index is used to measure the extent of drought by measuring the duration and intensity of long-term drought-inducing circulation patterns. Long-term drought is cumulative, with the intensity of drought during the current month dependent upon the current weather patterns plus the cumulative patterns of previous months. The hydrological impacts of drought (e.g., reservoir levels, groundwater levels, etc.) take longer to develop. Table 8-2 depicts magnitude of drought, while Table 8-3 describes the classification descriptions.

Table 8-2. Palmer Drought Index

DROUGHT INDEX	DROUGHT CONDITION CLASSIFICATIONS						
	Extreme	Severe	Moderate	Normal	Moderately Moist	Very Moist	Extremely Moist
Z Index	-2.75 and below	-2.00 to -2.74	-1.25 to -1.99	-1.24 to +.99	+1.00 to +2.49	+2.50 to +3.49	n/a
Meteorological	-4.00 and below	-3.00 to -3.99	-2.00 to -2.99	-1.99 to +1.99	+2.00 to +2.99	+3.00 to +3.99	+4.00 and above
Hydrological	-4.00 and below	-3.00 to -3.99	-2.00 to -2.99	-1.99 to +1.99	+2.00 to +2.99	+3.00 to +3.99	+4.00 and above

Table 8-3. Palmer Drought Category Descriptions[2]

CATEGORY	DESCRIPTION	POSSIBLE IMPACTS	PALMER DROUGHT INDEX
D0	Abnormally Dry	Going into drought: short-term dryness slowing planting, growth of crops or pastures; fire risk above average. Coming out of drought: some lingering water deficits; pastures or crops not fully recovered.	-1.0 to -1.9
D1	Moderate Drought	Some damage to crops, pastures; fire risk high; streams, reservoirs, or wells low, some water shortages developing or imminent, voluntary water use restrictions requested.	-2.0 to -2.9
D2	Severe Drought	Crop or pasture losses likely; fire risk very high; water shortages common; water restrictions imposed.	-3.0 to -3.9
D3	Extreme Drought	Major crop/pasture losses; extreme fire danger; widespread water shortages or restrictions.	-4.0 to -4.9
D4	Exceptional Drought	Exceptional and widespread crop/pasture losses; exceptional fire risk; shortages of water in reservoirs, streams, and wells, creating water emergencies.	-5.0 or less

[2] Source: National Drought Mitigation Center

SECTION 8: DROUGHT

Drought is monitored nationwide by the National Drought Mitigation Center (NDMC). Indicators are used to describe broad scale drought conditions across the U.S. and correspond to the intensity of drought.

Based on the historical occurrences for drought and the location of the Grayson County planning area, including participating jurisdictions and ISDs, the area can anticipate a range of drought from abnormally dry to moderate, or D0 to D1, based on the Palmer Drought Category. The entire planning area has experienced moderate drought conditions. This is the most extreme drought conditions the planning area can anticipate in the future.

Grayson County and the participating jurisdictions monitor drought conditions and follow and distribute the conservation methods as identified by local and private water supply providers specific to each municipality during periods of higher-than-normal temperatures and lower than normal rainfall. There are multiple water utility providers within the planning area, Table 8-4 reflects the stages of the Drought Contingency Plan of the Southwest Water Company located in the City of Pottsboro as an example. Additional information from other utility providers can be found on their respective websites.

Table 8-4. Stages of the Southwest Water Company Drought Contingency Plan[3]

STAGE	DESCRIPTION
Awareness (Voluntary, No Restrictions)	The goal is to reduce water consumption and usage by 10 percent through voluntary conservation. The Utility will implement this voluntary conservation stage between May 1st and September 30th and will notify customers each spring that Voluntary Conservation is in place; and each fall, although the Voluntary Conservation Stage is not in place, will still encourage the practice of wise water use habits. It is recommended that customers voluntarily limit the irrigation of landscaped areas using hose end sprinklers or automatic systems between 12:01 AM to 4:00 AM; 7:00 AM to 10:00 AM; and 8:00 PM to 11:59 PM on the designated watering day on the approved watering schedule.
Stage I: Mandatory (Mandatory Restrictions)	The goal is to reduce water consumption and usage by 10 percent through mandatory conservation. The Utility supports continued water conservation practices and voluntary reductions in water use in general. In addition, the Utility enforces the following mandatory restrictions on outdoor water use through approved scheduling cited in Section 12. Common restrictions are regarding usage of automatic irrigation systems / sprinklers, soaker hoses on landscaped areas, washing of vehicles or infrastructure, filling water pools, etc. Violations and Penalties are also issues to the customer.

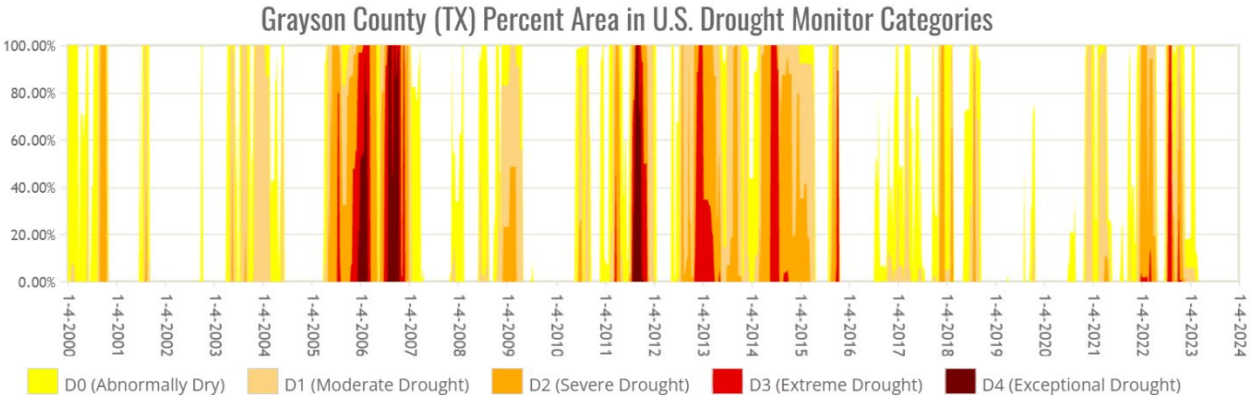
[3] Drought restrictions. SouthWest Water Company. (2023, January 6). Retrieved March 29, 2023, from https://www.swwc.com/texas/drought/

STAGE	DESCRIPTION
Stage II: Alarm (Mandatory Restrictions)	The goal is to reduce water consumption and usage by 20 percent through mandatory restrictions. Activating this stage is based on supply and demand triggers indicated within Section 9 of the Plan. Similar to Stage I restrictions and enforcement are placed on outdoor water use. Due to the severity of this stage, the Utility reserves the right to prescribe a monthly consumption limit for customers to ensure meeting required reduction.
Stage III: Critical (Mandatory Restrictions)	The goal is to reduce water consumption and usage by 30 percent through mandatory restrictions. Activating this stage is based on supply and demand triggers indicated within Section 9 of the Plan, which indicates system capabilities are threatened or system failures are imminent. Mandatory restrictions are placed on outdoor water use prohibiting use of automatic irrigation systems/hoses/sprinklers, washing of vehicles, refilling of water pools, and further authorized limits to irrigation of landscaping and building foundations.
Stage IV: Exceptional Drought	The goal is to reduce water consumption and usage by 40 percent through mandatory restrictions. Upon notification by the managing Groundwater Conservation District or Regional Surface Water Authority that the District or Authority has declared Exceptional Drought Stage or if critical system capacities are threatened or system failures are imminent the Utility will activate Stage IV. All water outdoor use is prohibited during this Stage.

HISTORICAL OCCURRENCES

The Grayson County planning area may experience an extreme drought in any given year. According to the U.S. Drought Monitor, between January 2000 and December 2022, the Grayson County planning area spent 501 weeks (42%) in some level of drought as defined as Abnormally Dry (D0) or worse conditions. Grayson County received 7 USDA disaster declarations for drought from 2012 through 2022.

Figure 8-2. Grayson County Drought Intensity, January 2000-December 2022[4]



Historical drought information shows drought activity across a multi-county forecast area for each event, the appropriate percentage of the total property and crop damage reported for the entire forecast area has been allocated to each county impacted by the event. Historical drought data for are provided on a county-wide basis per the NCEI Storm Events database.

Table 8-5 lists historical events that have occurred in Grayson County as reported in the National Centers for Environmental Information Storm Events Database (NCEI). A total of 71 historical drought conditions were reported in the NCEI, with 15 unique drought periods impacting Grayson County between 1996 and 2022. Grayson County and the participating jurisdictions and ISDs, have totals of $751,498 in property damages and $2,120,826 in crop damages over the 27-year reporting period.

Table 8-5. Historical Drought Years, 1996-2022[5]

DROUGHT YEAR
1996
1998
2000
2005-2006
2009
2011[6]
2012
2013
2014

[4] U.S. Drought Monitor
[5] Historical data is reported from January 1996 through December 2022.
[6] Two separate drought periods were reported in 2011.

DROUGHT YEAR
2015
2018
2021[7]
2022
15 unique events

Table 8-6. Historical Drought Events, 1996-2022

JURISDICTION	DATE	INJURIES	DEATHS	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	10/1/2006	0	0	$733,823	$733,823
Grayson County	11/1/2006	0	0	$0	$1,175,865
Grayson County	2/1/2009	0	0	$0	$13,958
Grayson County	3/1/2009	0	0	$0	$6,962
Grayson County	3/21/2011	0	0	$0	$10,603
Grayson County	4/1/2011	0	0	$0	$22,387
Grayson County	7/26/2011	0	0	$3,933	$0
Grayson County	8/1/2011	0	0	$0	$39,220
Grayson County	9/1/2011	0	0	$0	$39,161
Grayson County	10/1/2011	0	0	$0	$13,081
Grayson County	11/1/2011	0	0	$0	$3,927
Grayson County	9/25/2012	0	0	$0	$2,560
Grayson County	11/1/2012	0	0	$0	$6,432
Grayson County	12/1/2012	0	0	$0	$2,580
Grayson County	1/1/2013	0	0	$0	$3,858
Grayson County	2/1/2013	0	0	$0	$2,551
Grayson County	3/1/2013	0	0	$2,545	$0

[7] Two separate drought periods were reported in 2021.

JURISDICTION	DATE	INJURIES	DEATHS	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	4/1/2013	0	0	$0	$3,821
Grayson County	5/1/2013	0	0	$0	$2,543
Grayson County	8/1/2013	0	0	$0	$3,799
Grayson County	9/1/2013	0	0	$0	$3,795
Grayson County	3/25/2014	0	0	$0	$2,507
Grayson County	4/1/2014	0	0	$0	$2,499
Grayson County	5/1/2014	0	0	$0	$2,490
Grayson County	6/1/2014	0	0	$2,485	$0
Grayson County	7/1/2014	0	0	$0	$6,216
Grayson County	8/1/2014	0	0	$0	$2,490
Grayson County	9/1/2014	0	0	$6,221	$0
Grayson County	10/1/2014	0	0	$0	$1,247
Grayson County	11/1/2014	0	0	$0	$627
Grayson County	12/9/2014	0	0	$0	$6,307
Grayson County	1/1/2015	0	0	$0	$634
Grayson County	2/1/2015	0	0	$0	$1,262
Grayson County	9/1/2015	0	0	$0	$1,245
Grayson County	10/1/2015	0	0	$2,491	$0
Grayson County	12/1/2017	0	0	$0	$1,201
Grayson County	8/1/2018	0	0	$0	$1,175
TOTALS		**0**	**0**	**$751,498**	**$2,120,826**

Table 8-7. Historical Drought Events Summary, 1996-2022

JURISDICTION	DROUGHT PERIODS	INJURIES	DEATHS	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	15	0	0	$751,498	$2,120,826

Based on the historical drought events for the Grayson County planning area, including participating jurisdictions and ISDs, 34 drought impacts were reported during 4 unique drought periods since the 2012 Plan.

SIGNIFICANT EVENTS

March 2014 through February 2015 – Grayson County

According to the U.S. Drought Monitor the County began the month of March 2014 in moderate drought (D1). Less than two inches of rain fell during the month and conditions deteriorated into severe drought (D2) by the end of the month. Drought conditions became worse over several counties in the western and northwestern portions of North Texas. Severe (D2) drought conditions covered Grayson County for all of April and May of 2014. Drought conditions worsened in June 2014 to extreme (D3) and stayed at D3 through July. A summer cold front and some much needed rain came in early August, and the planning area was upgraded to D2 drought conditions. However, drought conditions returned to severe status and remained in that condition through the end of the month as dry weather returned to the region. The planning area remained in D2 drought conditions through February 2015. Significant improvements were noted near the end of the month after several rounds of winter precipitation. Normal conditions returned to the planning area by early March, ending the extensive drought period.

PROBABILITY OF FUTURE EVENTS

Based on available records of historic events, there have been 41 extended time periods of drought (ranging in length from approximately 30 days to over 90 days) within a 26.5-year reporting period, which provides a probability of one to two events every year. This frequency supports an “Highly Likely” probability of future events for the Grayson County planning area. The impact of climate change could produce longer, more severe droughts, exacerbating the current drought impacts. See additional information on climate change at the end of this section.

VULNERABILITY AND IMPACT

Loss estimates were based on 27 years of statistical data from the NCEI. A drought event frequency-impact was then developed to determine an impact profile on agriculture products and estimate potential losses due to drought in the area. All existing and future buildings, facilities, and populations are exposed to this hazard and could potentially be impacted. However, drought impacts are mostly experienced in water shortages, breaks in water lines, or crop and livestock losses on agricultural lands and typically have minimal impact on buildings.

The Grayson County Planning Team identified the following critical facilities as assets that are considered the most important to the planning area and are susceptible to a range of impacts caused by drought events. The following critical facilities would be vulnerable to drought events in the Grayson County planning area, including participating jurisdictions and ISDs. For a comprehensive list by participating entity please see Appendix C.

Table 8-8. Critical Facilities Vulnerable to Drought Events

CRITICAL FACILITIES	POTENTIAL IMPACTS
Emergency Response Services (EOC, Fire, Police, EMS, Hospitals)	• Increased law enforcement activities may be required to enforce water restrictions. • Firefighters may have limited water resources to aid in firefighting and suppression activities, increasing risk to lives and property. • Potential for increased number of emergency calls as drought events can lead to cascading hazard events such as wildfires and flash flooding.
Airport, Academic Institutions, Community Residential Facilities, Day Care Facilities, Evacuation Centers & Shelters, Governmental Facilities	• Strain on staff as drought may cause health problems related to low water flows and poor water quality. • Water main breaks due to soil shrinking and swelling cycles could lead to facility closures. • Building foundations may crack due to soil shrinking and swelling cycles. • Operations dependent on water supply may be adversely impacted. • Economic disruptions due to cracked foundations and infrastructure damages as a result of soil shrinking and swelling cycles.
Commercial Suppliers (food, gas, etc.)	• Operations dependent on water supply may be adversely impacted. • Economic disruptions due to cracked foundations and infrastructure damages as a result of soil shrinking and swelling cycles.
Utility Services and Infrastructure (electric, water, wastewater, communications)	• Potential for increased number of emergency calls as drought events can lead to cascading hazard events such as wildfires and flash flooding. • Water main breaks due to soil shrinking and swelling cycles could lead to facility closures. • Operations dependent on water supply may be adversely impacted.

Even with the planning area relying multiple water utility providers, local and private service, high demand can still deplete these resources during extreme drought conditions. As resources are depleted, potable water is in short supply and overall water quality can suffer, elevating health concerns for all residents but especially vulnerable populations – typically children, the elderly, and the ill. In addition, potable water is used for drinking, sanitation, patient care, sterilization, equipment, heating and cooling systems, and many other essential functions in medical facilities.

The average person will survive only a few days without potable water, and this timeframe can be drastically shortened for those people with more fragile health – typically children, the elderly, and the ill. The population over 65 in the Grayson County planning area is estimated at 17.5 percent of the total population and children under the age of 5 are estimated at 6.2 percent, or an estimated total of 53,631 potentially vulnerable residents in the planning area based on age. During summer drought, or hot and dry conditions, elderly persons, small children, infants and the chronically ill who do not have adequate cooling units in their homes may become more

vulnerable to injury and/or death. In addition, an estimated 12 percent of the planning area population live below the poverty level (Table 8-9) which may contribute to overall health impacts.

Table 8-9. Populations at Greater Risk by Participating Entity

JURISDICTION	POPULATION 65 AND OLDER	POPULATION UNDER 5	POPULATION BELOW POVERTY LEVEL
Grayson County	23,764	8,418	16,265
City of Bells	254	149	195
City of Collinsville	249	128	205
City of Denison	4,426	1,593	4,431
City of Dorchester	4	0	0
City of Gunter	191	88	113
City of Howe	333	323	1,007
City of Knollwood	82	13	162
City of Pottsboro	505	123	204
City of Sadler	28	45	33
City of Sherman	6,410	3,151	5,936
City of Southmayd	181	164	202
City of Tioga	151	33	85
City of Tom Bean	135	87	72
City of Van Alstyne	938	103	201
City of Whitesboro	696	408	301
City of Whitewright	338	120	378
Bell ISD	N/A	30	N/A
Collinsville ISD	N/A	47	N/A
Denison ISD	N/A	199	N/A
Gunter ISD	N/A	35	N/A
Howe ISD	N/A	55	N/A
Pottsboro ISD	N/A	26	N/A
S&S CISD	N/A	26	N/A

JURISDICTION	POPULATION 65 AND OLDER	POPULATION UNDER 5	POPULATION BELOW POVERTY LEVEL
Sherman ISD	N/A	400	N/A
Tioga ISD	N/A	50	N/A
Tom Bean ISD	N/A	31	N/A
Van Alstyne ISD	N/A	35	N/A
Whitesboro ISD	N/A	75	N/A
Whitewright ISD	N/A	41	N/A

The population is also vulnerable to food shortages when drought conditions exist, and potable water is in short supply. Potable water is used for drinking, sanitation, patient care, sterilization, equipment, heating and cooling systems, and many other essential functions in medical facilities. All residents in the Grayson County planning area could be adversely affected by drought conditions, which could limit water supplies and present health threats.

The economic impact of droughts can be significant as they produce a complex web of impacts that spans many sectors of the economy and reach well beyond the area experiencing physical drought. This complexity exists because water is integral to our ability to produce goods and provide services. If droughts extend over a number of years, the direct and indirect economic impact can be significant.

Crop production can also suffer greatly during extreme drought conditions, limiting fresh local food supplies, driving up costs, and negatively impacting the local economy. Drought conditions could adversely affect the agricultural industry throughout the Grayson County planning area, including participating jurisdictions and ISDs.

Habitat damage is a vulnerability of the environment during periods of drought for both aquatic and terrestrial species. The Hagerman National Wildlife Refuge, located north of City of Whitesboro and City of Sherman and west of City of Denison is specifically at high-risk during drought periods as the refuge is 11,320-acres and provides habitat for migratory birds, wildlife, and native plants. The environment becomes vulnerable during periods of extreme or prolonged drought due to severe erosion and land degradation.

Impacts of past droughts experienced in the Grayson County planning area, including participating jurisdictions and ISDs, has resulted in no injuries or fatalities supporting a “Minor” severity of impact meaning injuries and/or illnesses do not result in permanent disability, shutdown of facilities and services for more than one week, and more than 10% of property is destroyed or with major damage. The annualized losses due to drought over the 27-year reporting period in Grayson County is estimated to be $106,382 Table 8-10 shows annualized exposure.

Table 8-10. Estimated Annualized Losses for Grayson County

JURISDICTION	TOTAL PROPERTY & CROP LOSS	ANNUAL LOSS ESTIMATES
Grayson County	$2,872,324	$106,382

ASSESSMENT OF IMPACTS

The Drought Impact Reporter was developed in 2005 by the University of Nebraska-Lincoln to provide a national database of drought impacts. Droughts can have an impact on agriculture, business and industry; energy; fire; plants and wildlife; relief, response, and restrictions; society and public health; tourism and recreation; and water supply and quality. The reports are submitted from individuals to Federal, State, and local agencies, as well as the general public. Table 8-11 lists the drought impacts to Grayson County from 2005 to 2022 based on reports received by the Drought Impact Reporter.

Table 8-11. Drought Impacts, 2005-2022

DROUGHT IMPACTS 2005-2021	
Agriculture	937
Business & Industry	88
Energy	28
Fire	810
Plants & Wildlife	658
Relief, Response & Restrictions	966
Society & Public Health	270
Tourism & Recreation	118
Water Supply & Quality	918

Drought has the potential to impact people in the Grayson County planning area, including participating jurisdictions and ISDs. While it is rare that drought, in and of itself, leads to a direct risk to the health and safety of people in the U.S., severe water shortages could result in inadequate supply for human needs. With consideration for future growth, Grayson County is expected to have an 86 percent growth percentage by 2050 which can cause concern for the current water infrastructure and demand for the planning area. Severe drought conditions can be frequently associated with a variety of impacts, including:

- Dry clay soil can lead to water main lines shifting and break. Often repair to water lines includes shutting off water to multiple homes at one time.
- The number of health-related low-flow issues (e.g., diminished sewage flows, increased pollution concentrations, reduced firefighting capacity, and cross-connection contamination) will increase as the drought intensifies.
- Public safety from forest/range/wildfires will increase as water availability and/or pressure decreases.
- Respiratory ailments may increase as the air quality decreases.
- There may be an increase in disease due to wildlife concentrations (e.g., rabies, Rocky Mountain spotted fever, Lyme disease).

- Residents may disagree with the County and participating Cities over water use/water rights, creating conflict.
- Political conflicts may increase between municipalities, counties, states, and regions.
- Water management conflicts may arise between competing interests.
- Increased law enforcement activities may be required to enforce water restrictions.
- Severe water shortages could result in inadequate supply for human needs as well as lower quality of water for consumption.
- Firefighters may have limited water resources to aid in firefighting and suppression activities, increasing risk to lives and property.
- During drought there is an increased risk for wildfires and dust storms.
- The community may need increased operational costs to enforce water restriction or rationing.
- Prolonged drought can lead to increases in illness and disease related to drought.
- Utility providers can see decreases in revenue as water supplies diminish.
- Utilities providers may cut back energy generation and service to their customers to prioritize critical service needs.
- Hydroelectric power generation facilities and infrastructure would have significantly diminished generation capability. Dams simply cannot produce as much electricity from low water levels as they can from high water levels.
- Fish and wildlife food and habitat will be reduced or degraded over time during a drought and disease will increase, especially for aquatic life.
- Wildlife will move to more sustainable locations creating higher concentrations of wildlife in smaller areas, increasing vulnerability, and further depleting limited natural resources.
- There are eight federally endangered, threatened or candidate species in Grayson County. Severe and prolonged drought can result in the reduction of a species or cause the extinction of a species altogether.
- Plant life will suffer from long-term drought. Wind and erosion will also pose a threat to plant life as soil quality will decline. The urban tree canopy, including city parks, are vulnerable to the impacts of prolonged drought.
- Dry and dead vegetation will increase the risk of wildfire.
- Drought poses a significant risk to annual and perennial crop production and overall crop quality leading to higher food costs.
- Drought related declines in production may lead to an increase in unemployment.
- Drought may limit livestock grazing resulting in decreased livestock weight, potential increased livestock mortality, and increased cost for feed.
- Negatively impacted water suppliers may face increased costs resulting from the transport water or develop supplemental water resources.
- Long term drought may negatively impact future economic development.

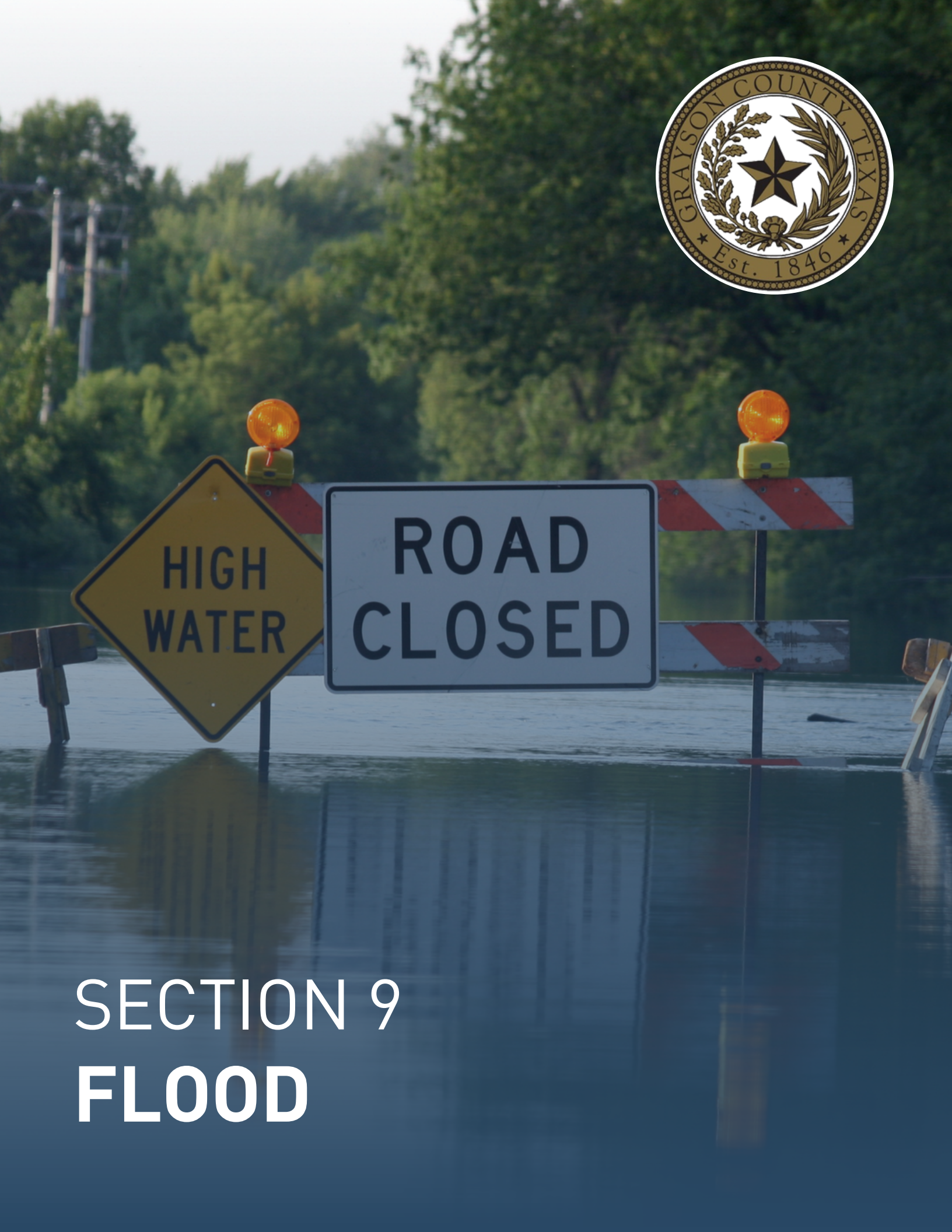
The overall extent of damage caused by periods of drought is dependent on its extent and duration. The level of preparedness and pre-event planning done by government, businesses, and citizens will contribute to the overall economic and financial conditions in the aftermath of a drought event. The Grayson County planning area, including all participating jurisdictions and ISDs, will implement a drought contingency plan / protocol based on their area during time of drought.

CLIMATE CHANGE CONSIDERATIONS

With the range of factors influencing drought conditions, it is impossible to make quantitative statewide projections of drought trends; however, many factors point toward increased drought severity. Drought will continue to be driven largely by precipitation variability over multiple decades, with long-term precipitation trends expected to be relatively small. Other factors affecting drought impacts, such as increased temperatures and improved plant water use efficiency, decrease water availability but will cause drought impact trends to be highly sector-specific, with the impacts possibly smaller for agriculture than for surface water supply.[8]

The Grayson County planning area can anticipate an increased likelihood of droughts in the future due to an estimated increase in the number of dry days in the Grayson County area. In addition, it is projected that future changes to Grayson County and the participating jurisdictions and ISDs will include increased temperatures, longer multi-day heatwaves and greater variability in precipitation, with an expected decrease in precipitation in the summer and increase in the fall.

[8] Cleaveland, M. K., T. H. Votteler, D. K. Stahle, R. C. Casteel, and J. L. Banner, 2011: Extended Chronology of Drought in South Central, Southeastern and West Texas. Texas Water Journal, 2, 54-96, as cited in as cited in Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036, Texas A&M University Office of the Texas State Climatologist, 2021 update.



SECTION 9

FLOOD

SECTION 9: FLOOD

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Extent 33
Historical Occurrences 35
Significant Events 38
Probability of Future Events 39
Vulnerability and Impact 40
Assessment of Impacts 47
Climate Change Considerations 49
National Flood Insurance Program (NFIP) Participation 49
NFIP Compliance and Maintenance 51
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HAZARD DESCRIPTION

Floods generally result from excessive precipitation. The severity of a flood event is determined by a combination of several major factors, including: stream and river basin topography and physiography; precipitation and weather patterns; recent soil moisture conditions; and the degree of vegetative clearing and impervious surface. Typically, floods are long-term events that may last for several days.

The primary types of general flooding are inland and coastal flooding. Due to Grayson County's inland location, only inland flooding is profiled in this section. Inland or riverine flooding is a result of excessive precipitation levels and water runoff volumes within the watershed of a stream or river. Inland or riverine flooding is overbank flooding of rivers and streams, typically resulting from large-scale weather systems that generate prolonged rainfall over a wide geographic area, thus it is a naturally occurring and inevitable event. Some river floods occur seasonally when winter or spring rainfalls fill river basins with too much water, too quickly. Torrential rains from decaying hurricanes or tropical systems can also produce river flooding.

Grayson County and the planning area, including all participating jurisdictions and ISDS, are subject to extreme rainfall events, often in short durations, leading to dangerous flash flooding events. Floods are a natural and recurrent event. Floods take place every year and in all seasons.

LOCATION

The Flood Insurance Rate Maps (FIRMs) prepared by FEMA provide an overview of flood risk but can also be used to identify the areas of the planning area that are vulnerable to flooding. FIRMs are used to regulate new development and to control the substantial improvement and repair of substantially damaged buildings. Flood Insurance Studies (FIS) are often developed in conjunction with FIRMs. The FIS typically contains a narrative of the flood history of a community and discusses the engineering methods used to develop the FIRMs. The FIS also contains flood profiles for studied flood sources and can be used to determine Base Flood Elevations (BFEs) for some areas.

Revised or new studies are now presented as countywide FIS's and include incorporated areas. The revised FIS for Grayson County is dated September 1st, 2022 and includes the participating jurisdictions. This FIS compiles all previous flood information and includes data collected on numerous waterways. Areas that are most vulnerable to flooding include low-lying areas throughout the eastern portion of the county. Thousands of residential homes are located in the identified flood hazard area. Grayson County continues to acquire homes in these areas in an effort to save lives and decrease property damage. Grayson County planning area, including the participating jurisdictions and ISDs, have 16,804 critical facilities located in the flood plain.

The Flood Insurance Rate Map (FIRM) data provided by FEMA for the Grayson County planning area shows the following flood hazard areas:

- Zone A: Areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown. Mandatory flood insurance requirements and floodplain management standards apply.
- Zone AE: Areas subject to inundation by 1-percent-annual-chance shallow flooding. It is the base floodplain where BFEs are provided. AE zones are now used on new format FIRMs instead of A1-30 zones.
- Zone X: Moderate risk areas within the 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance flooding where average depths are less than 1 foot, areas of 1-percent-annual-chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent-annual-chance flood by a levee. No BFEs or base flood depths are shown within these zones.

Locations of flood zones in Grayson County based on the digital Flood Insurance Rate Map (DFIRM) from FEMA are illustrated in Figures 9-1 to 9-30.

Figure 9-1. Estimated Flood Zones in Grayson County

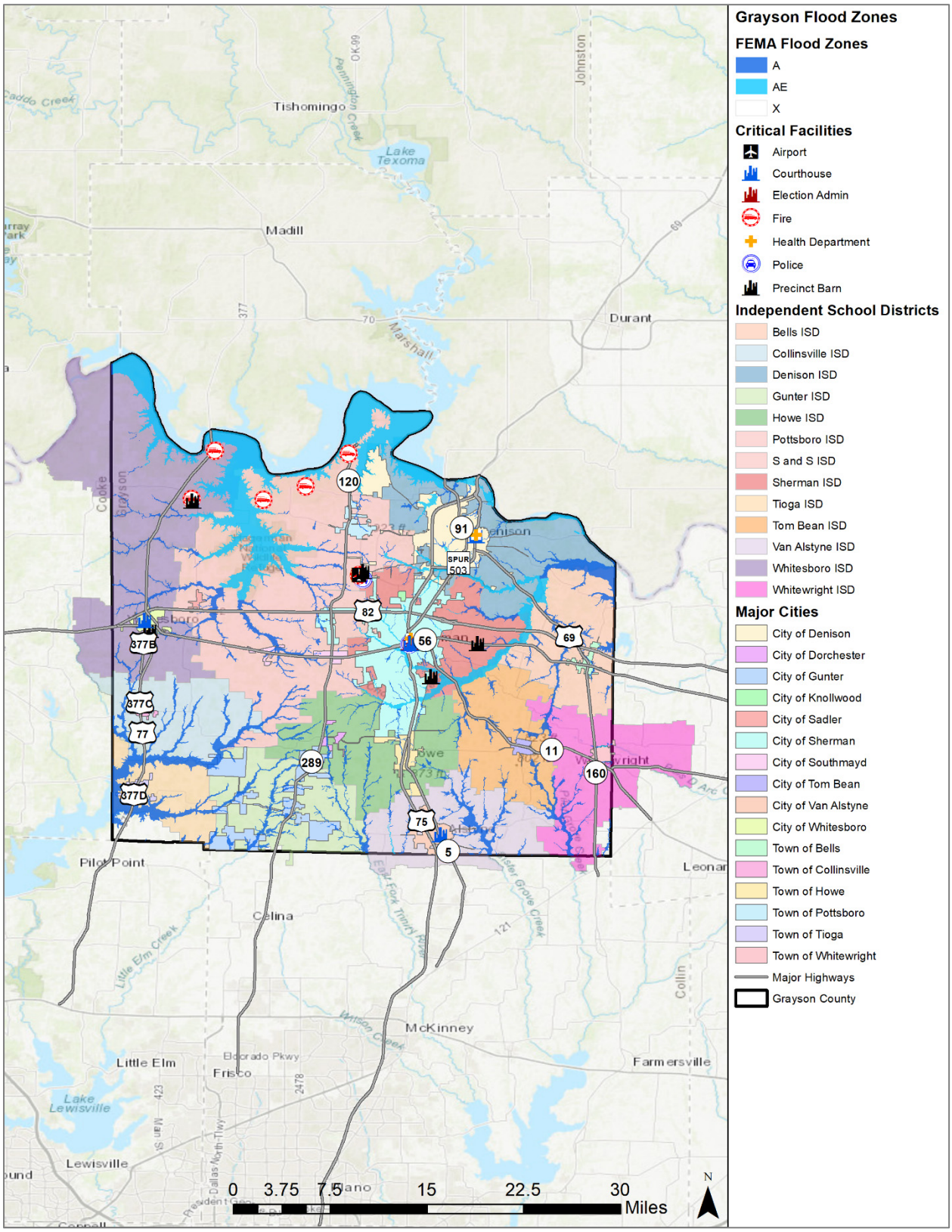


Figure 9-2. Estimated Flood Zones in the City of Bells

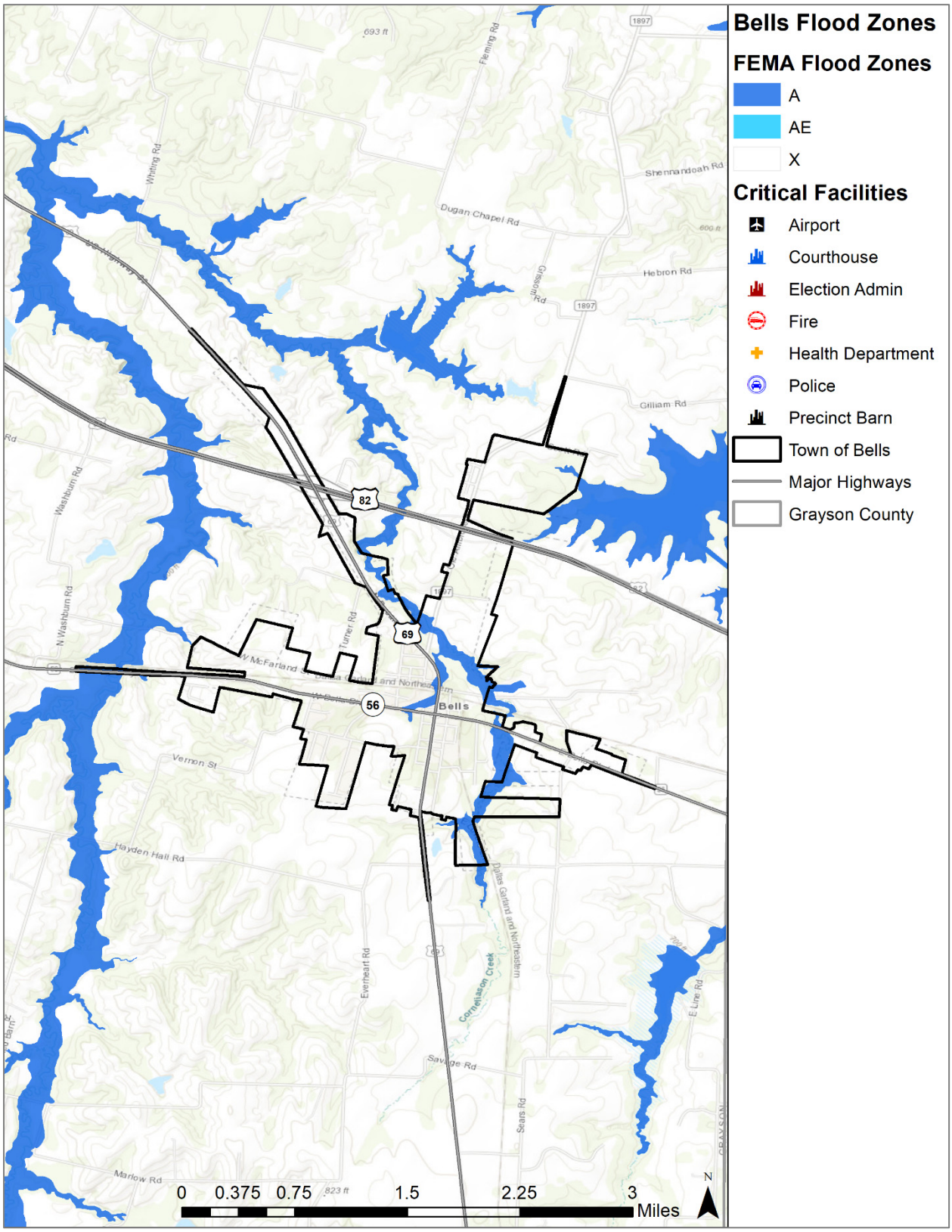


Figure 9-3. Estimated Flood Zones in the City of Collinsville

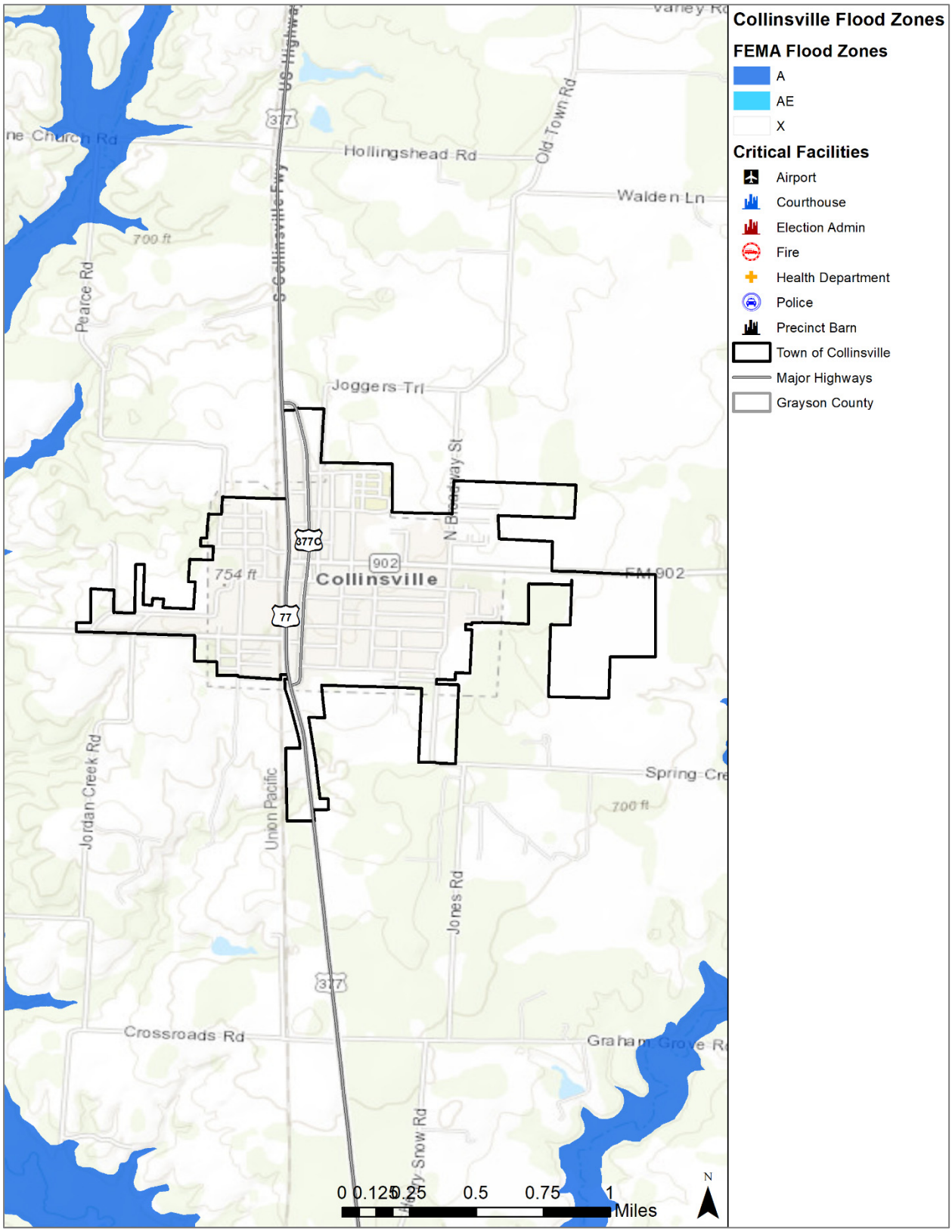


Figure 9-4. Estimated Flood Zones in the City of Denison

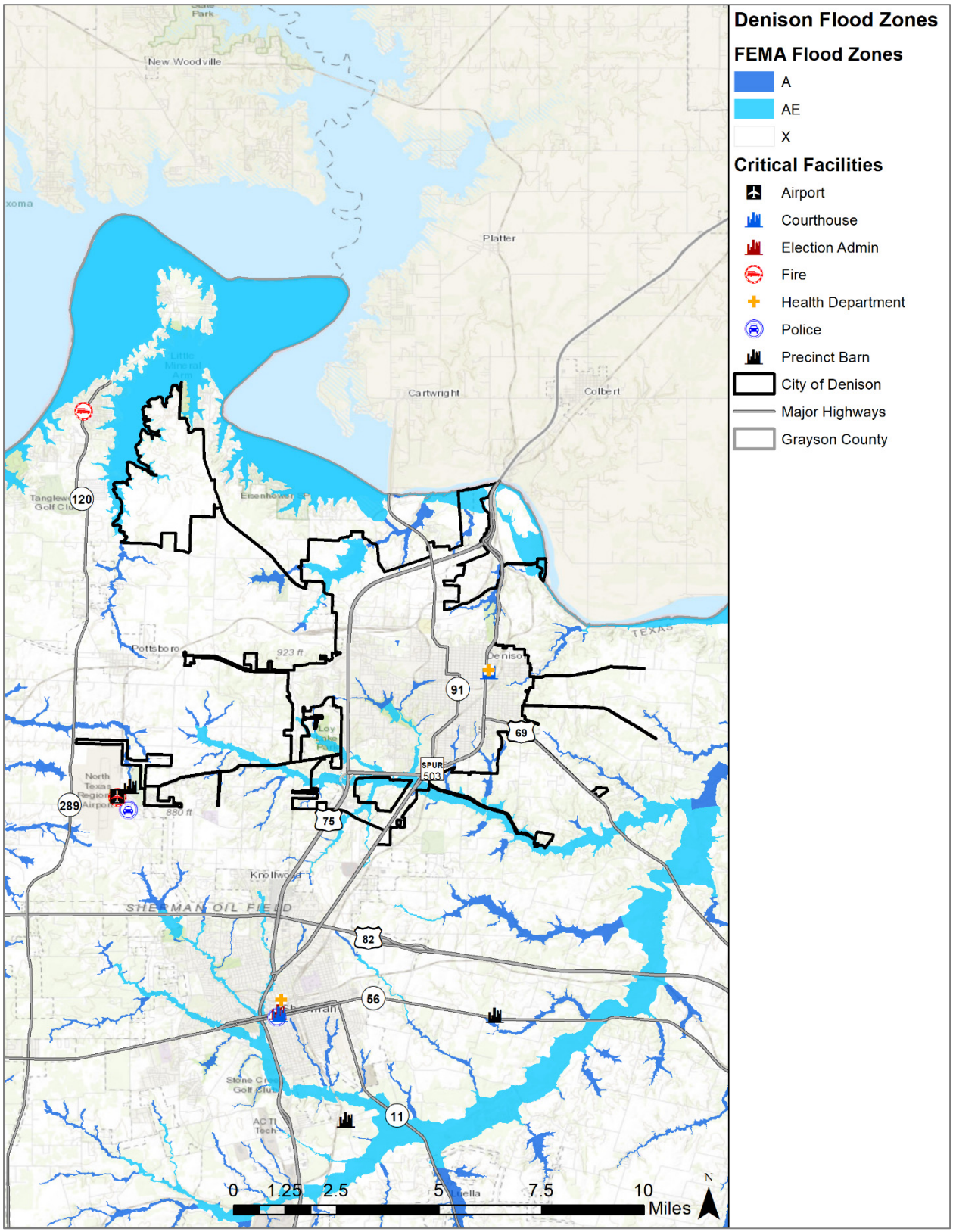


Figure 9-5. Estimated Flood Zones in the City of Dorchester

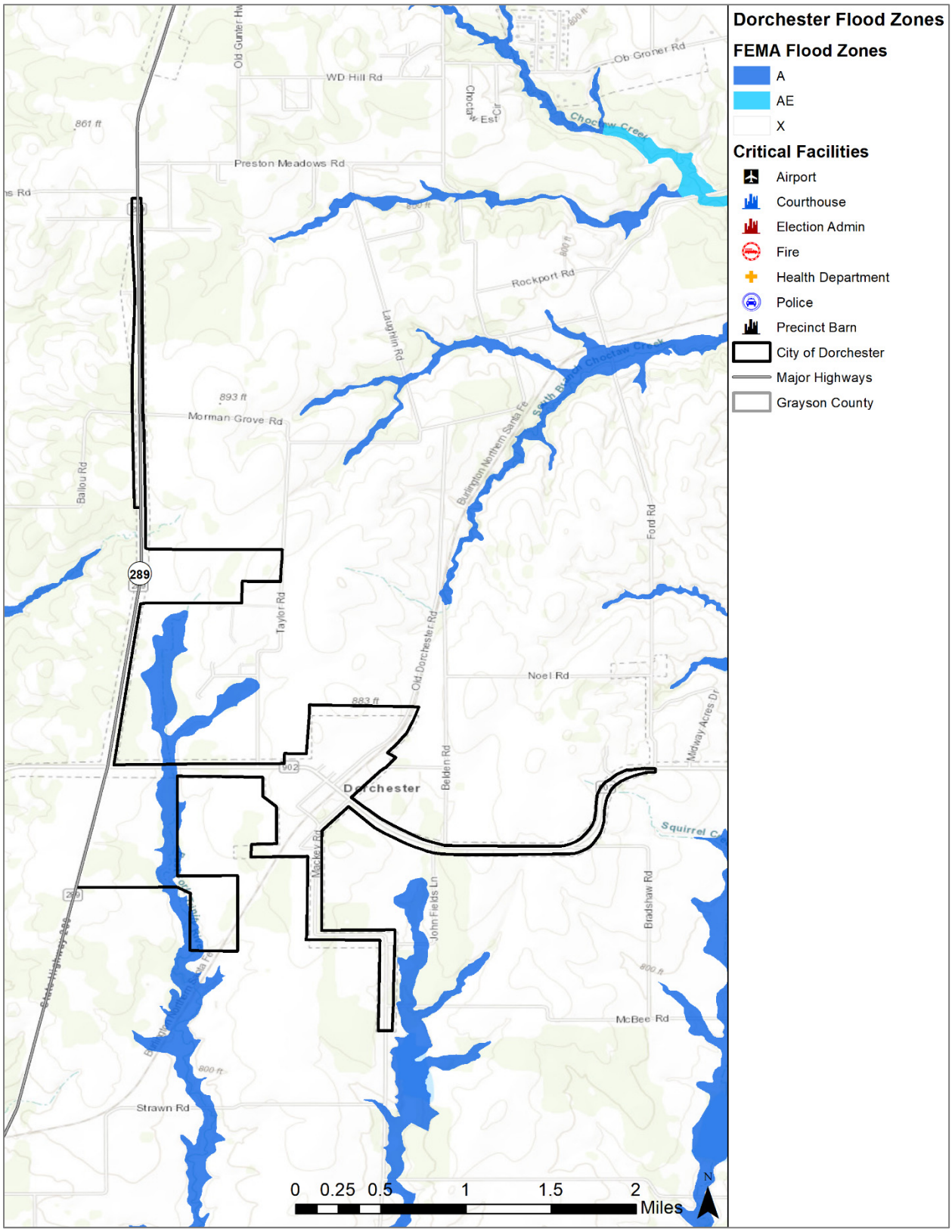


Figure 9-6. Estimated Flood Zones in the City of Gunter

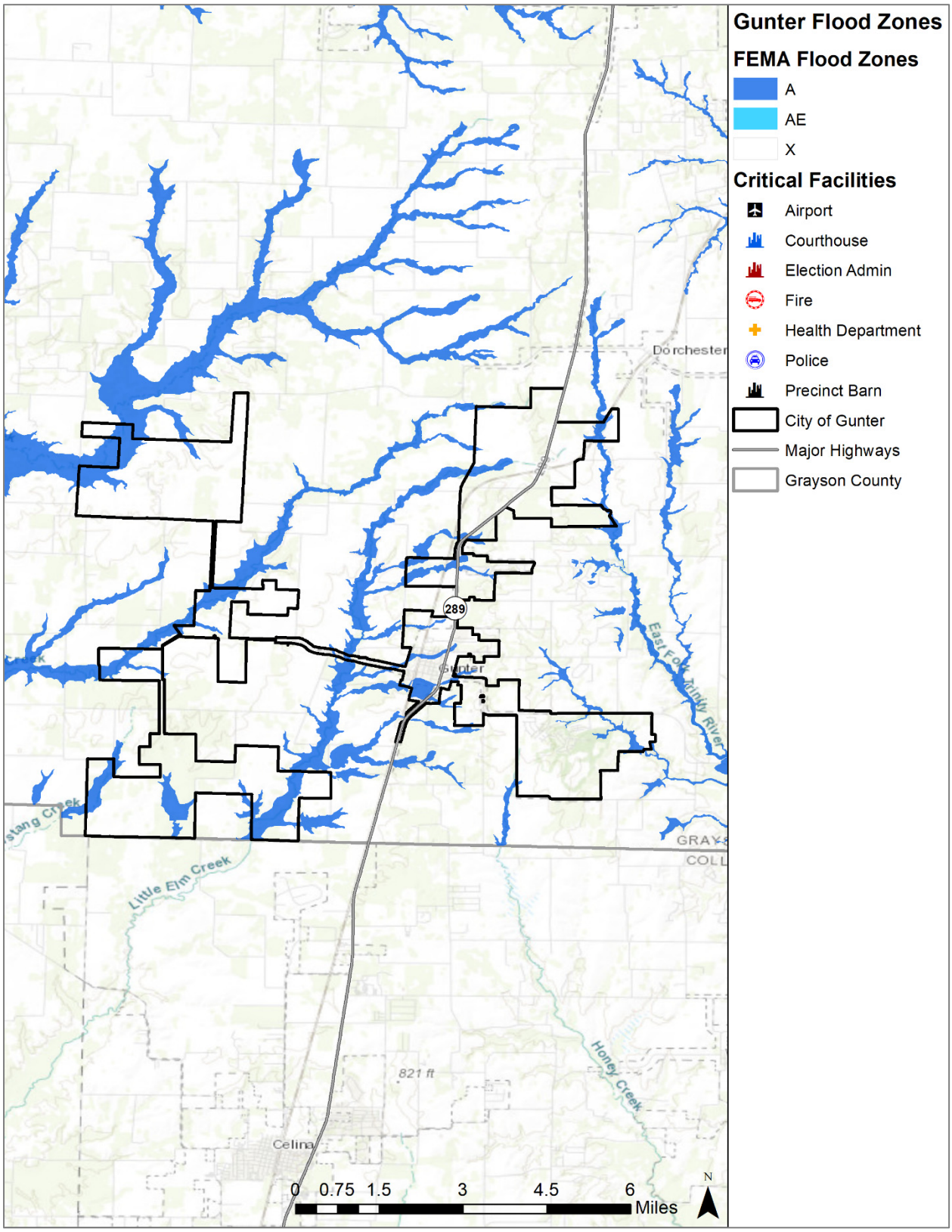


Figure 9-7. Estimated Flood Zones in the City of Howe

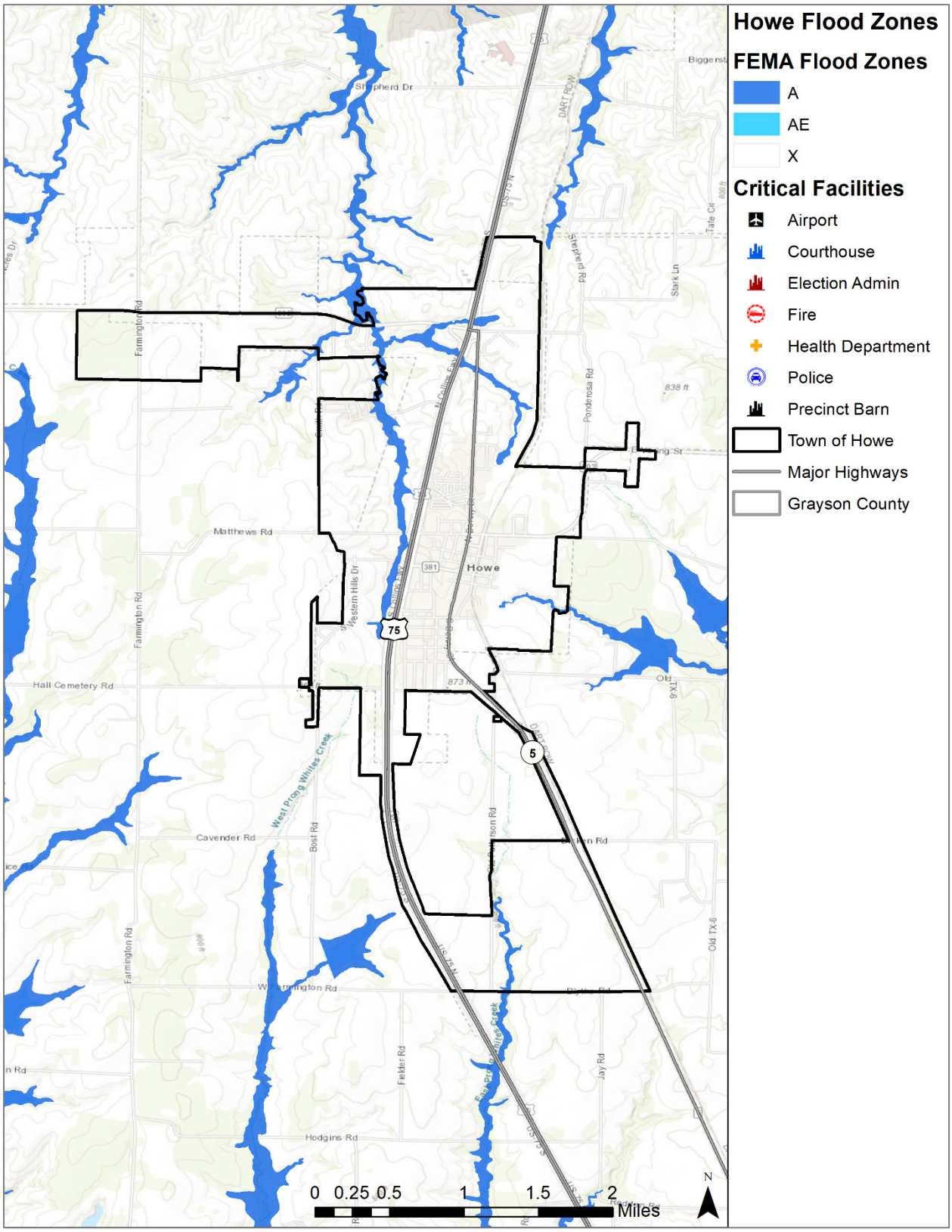


Figure 9-8. Estimated Flood Zones in the City of Knollwood

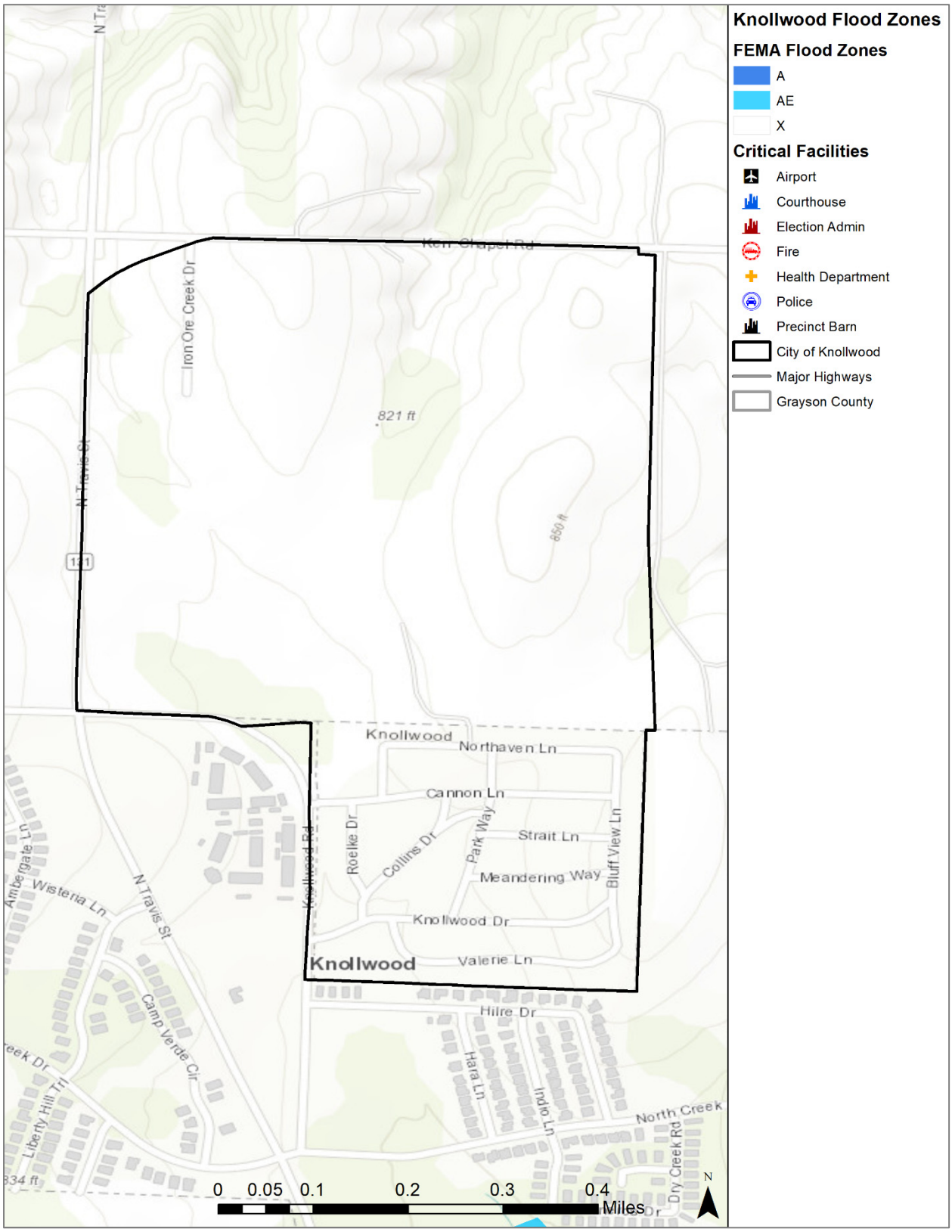


Figure 9-9. Estimated Flood Zones in the City of Pottsboro

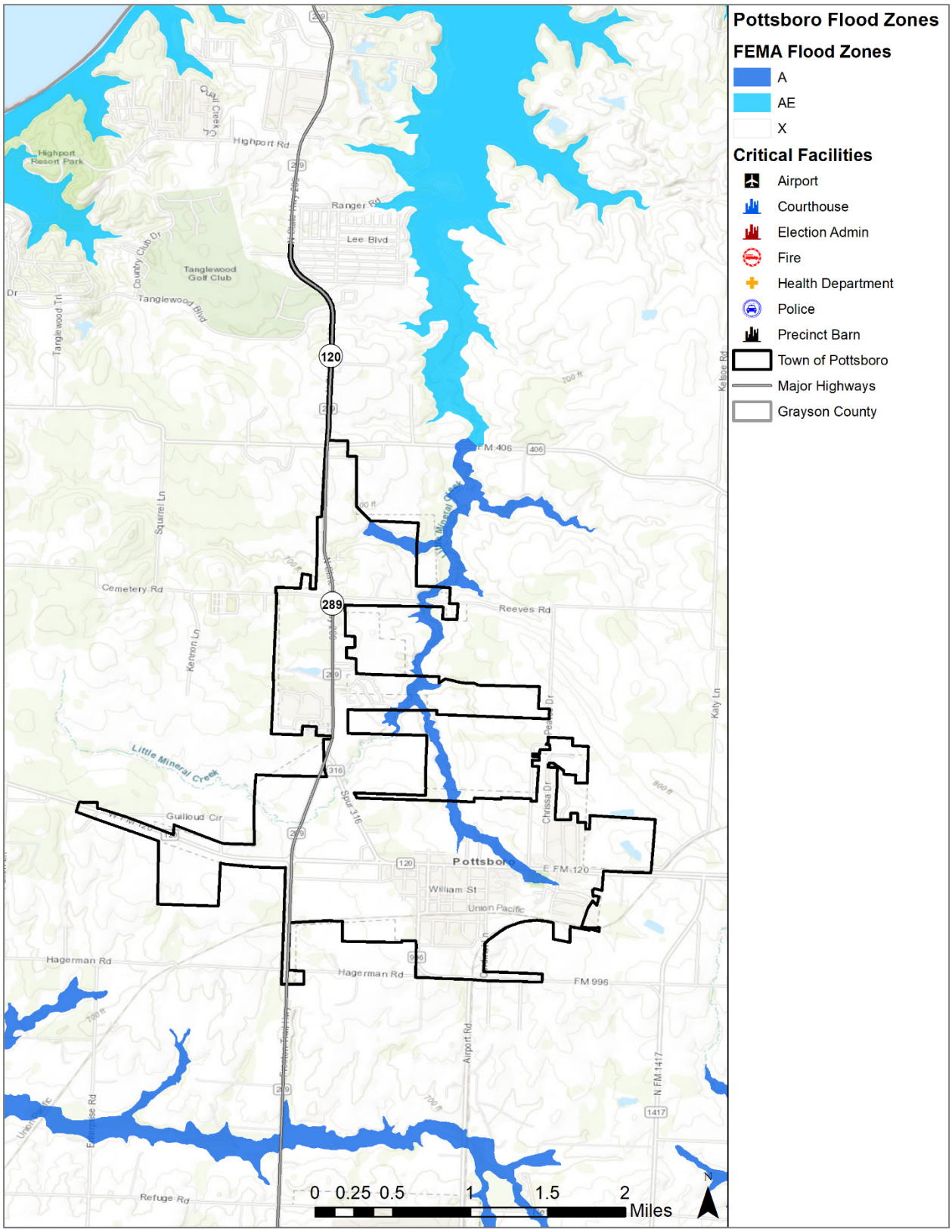


Figure 9-10. Estimated Flood Zones in the City of Sadler

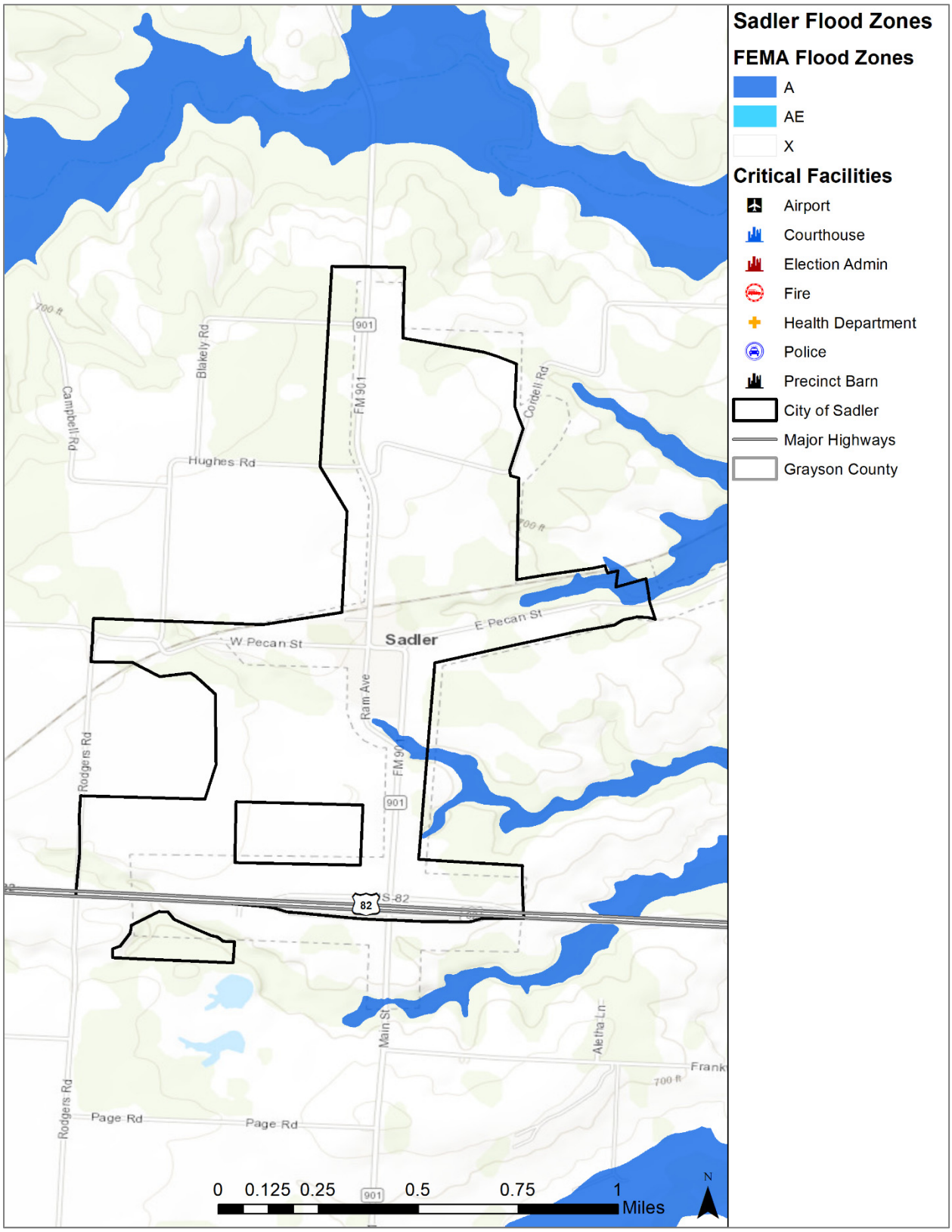


Figure 9-11. Estimated Flood Zones in the City of Sherman

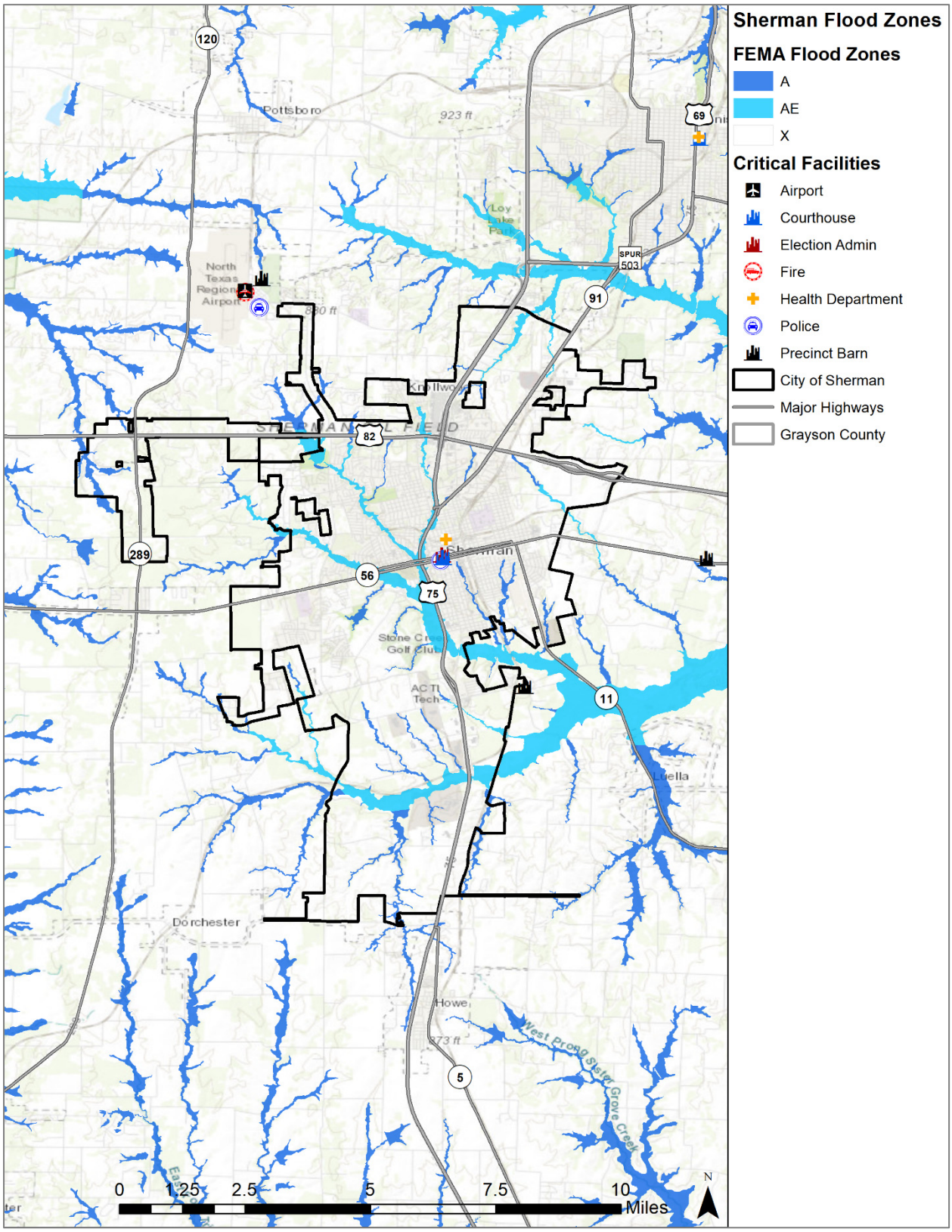


Figure 9-12. Estimated Flood Zones in the City of Southmayd

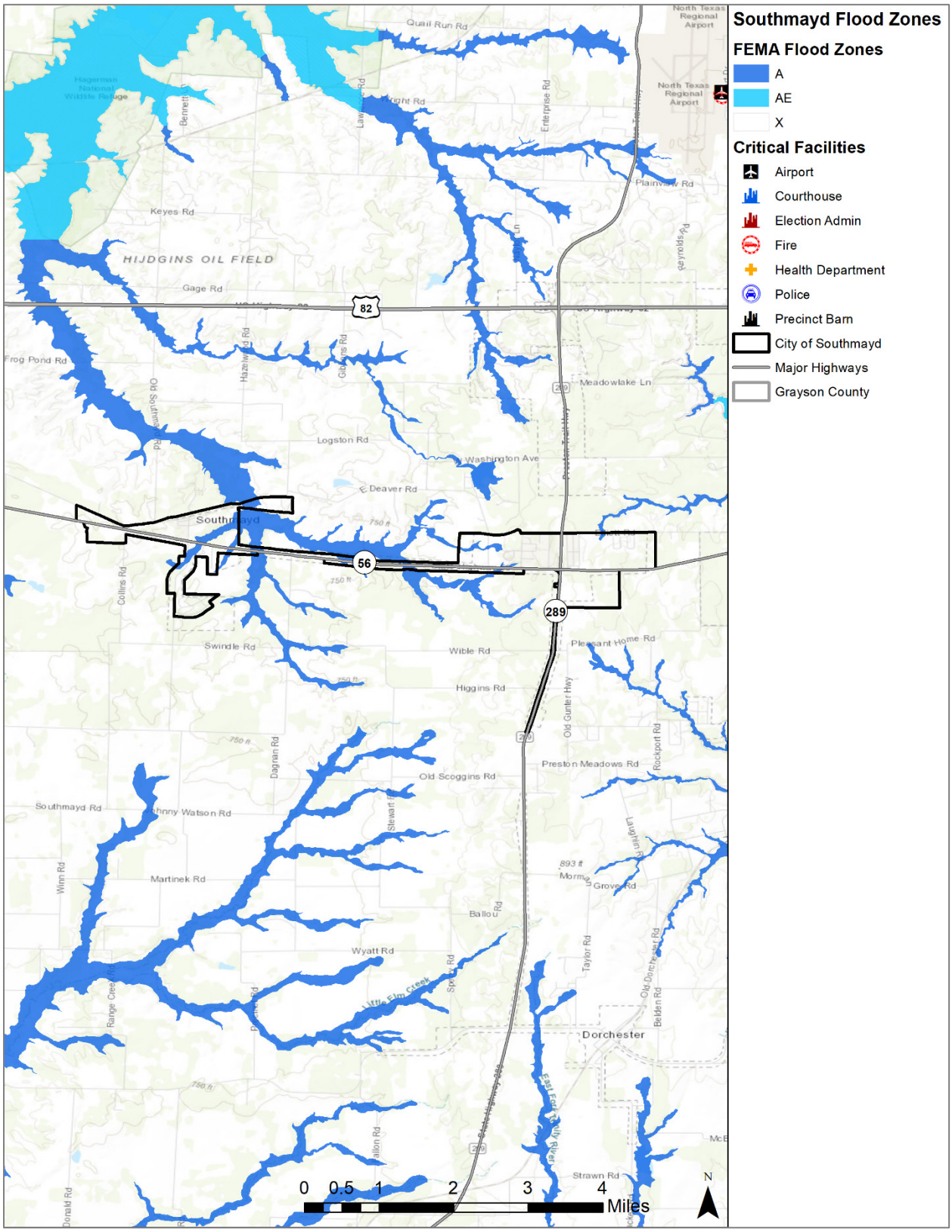


Figure 9-13. Estimated Flood Zones in the City of Tioga

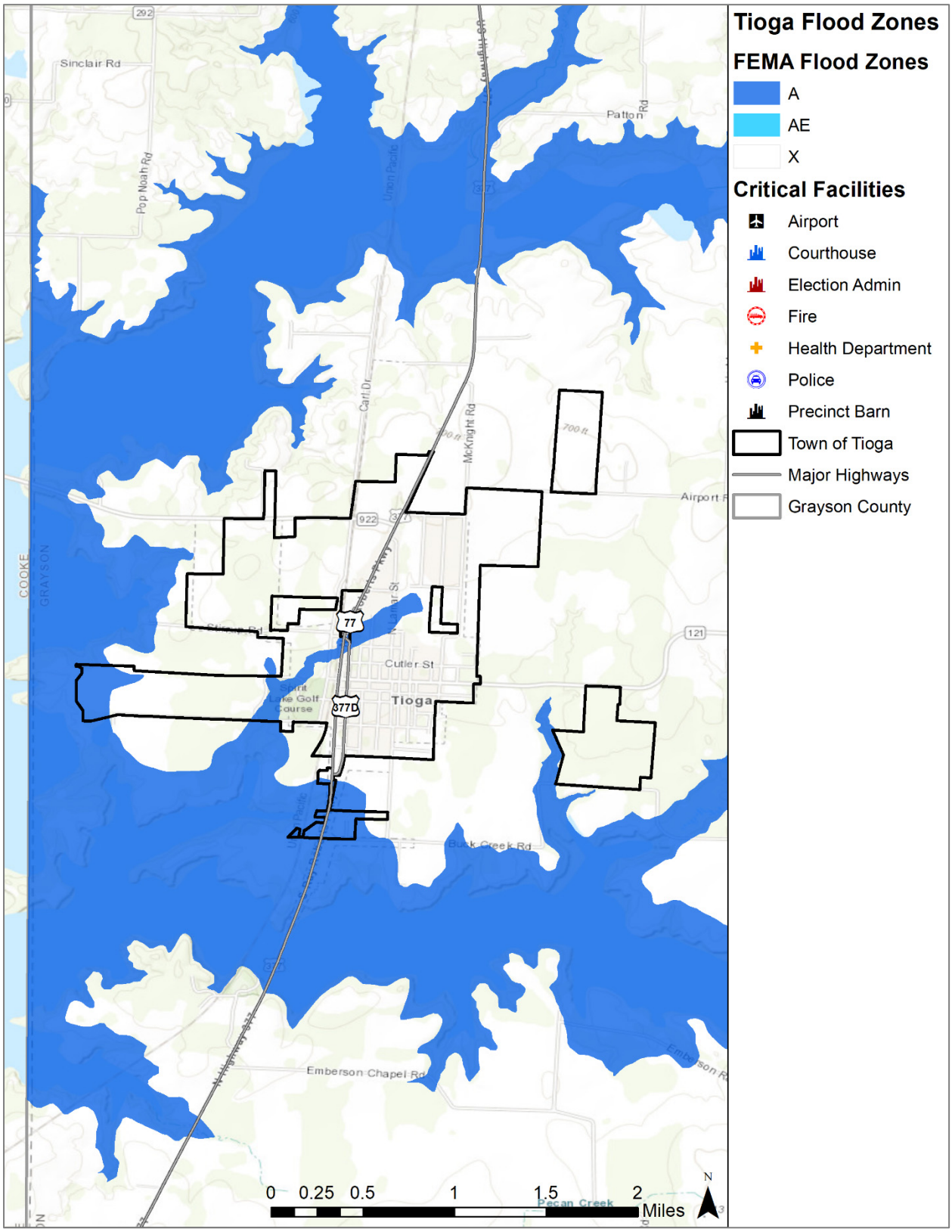


Figure 9-14. Estimated Flood Zones in the City of Tom Bean

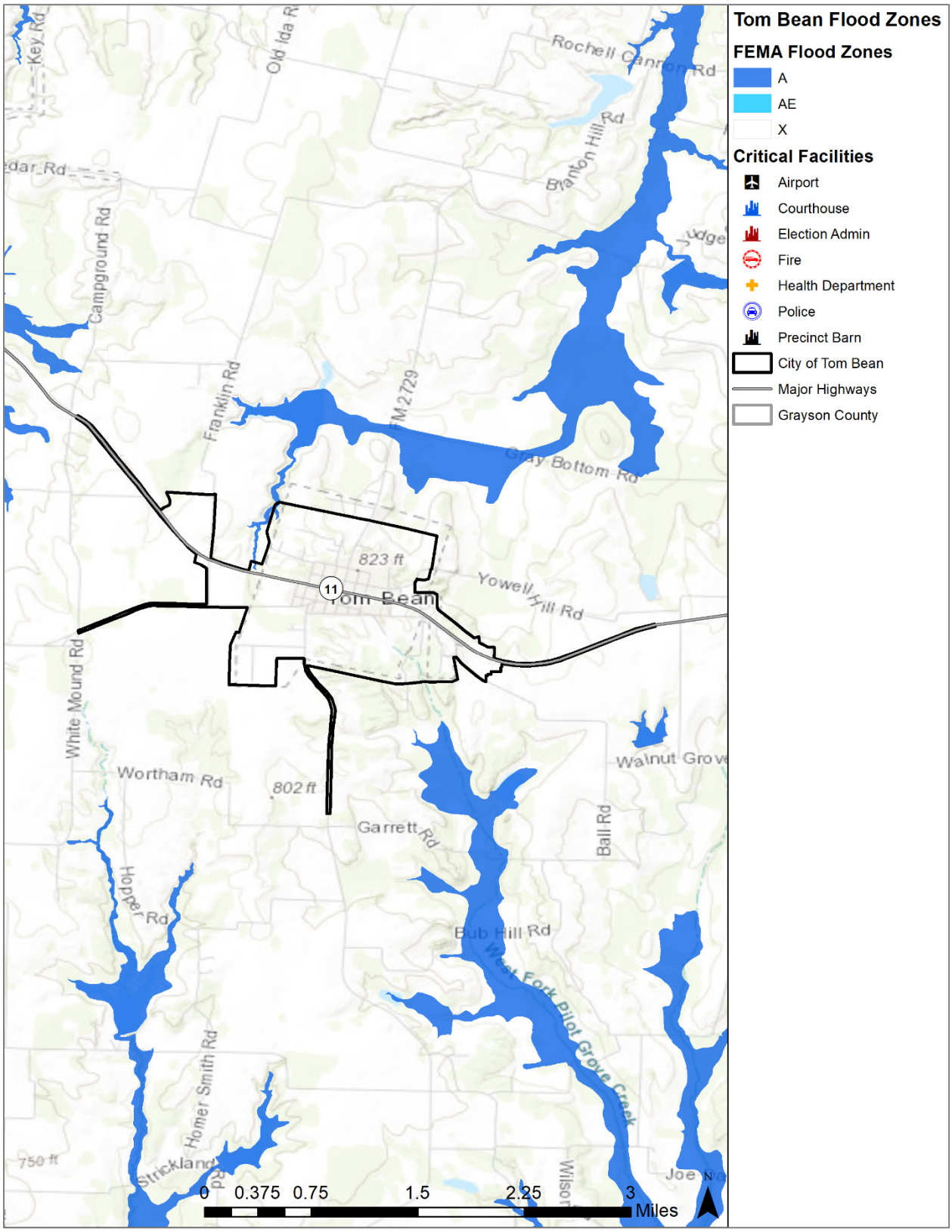


Figure 9-15. Estimated Flood Zones in the City of Van Alstyne

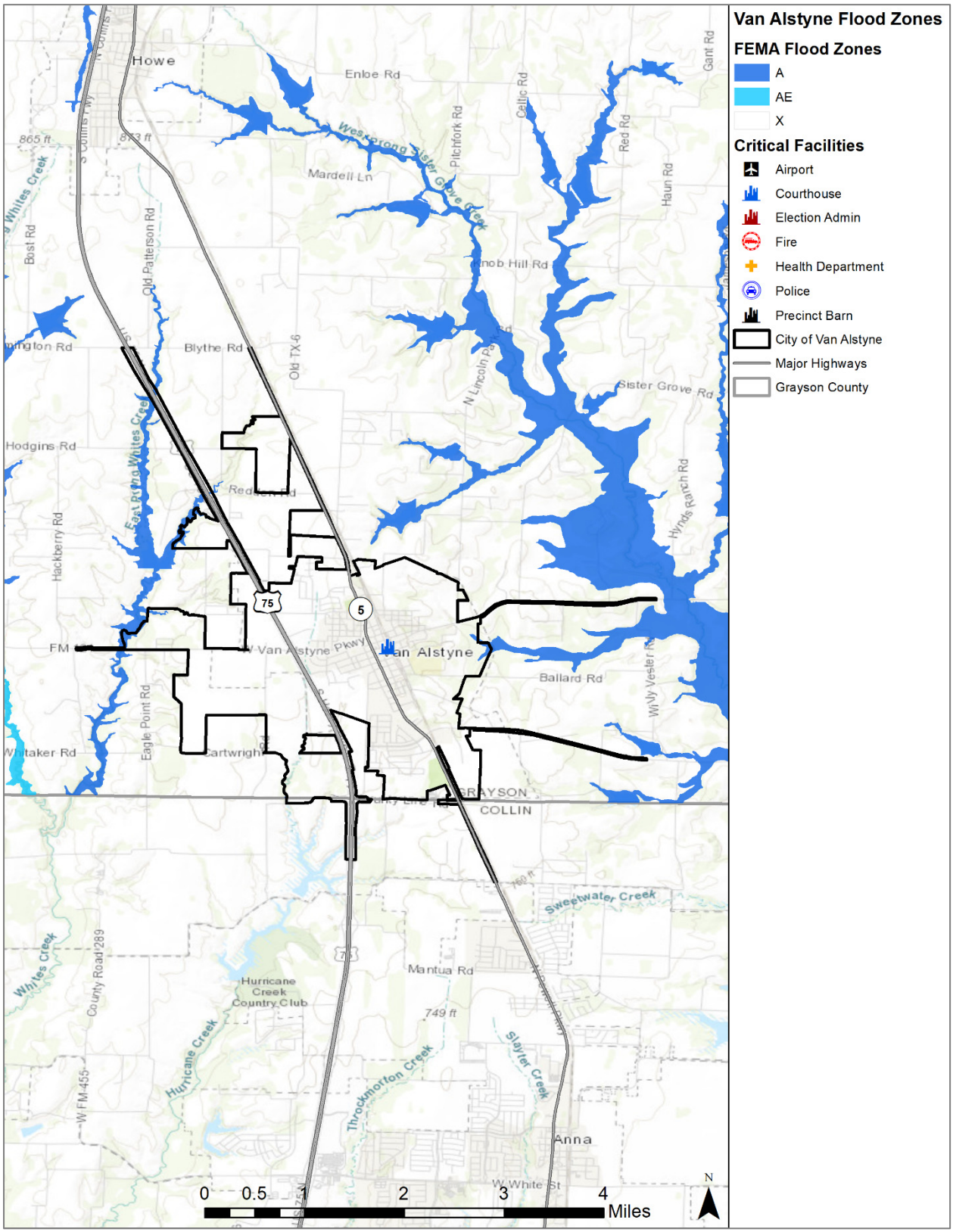


Figure 9-16. Estimated Flood Zones in the City of Whitesboro

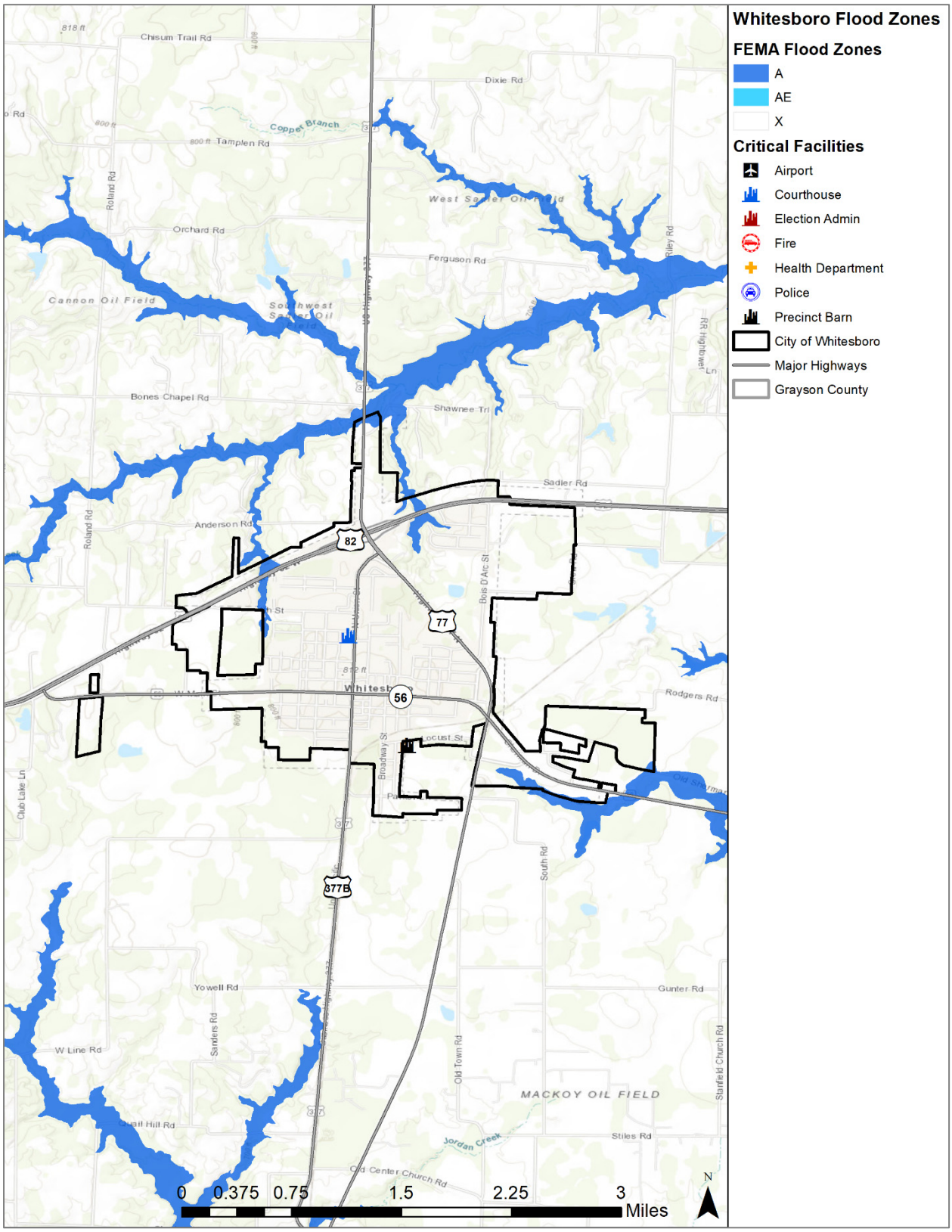


Figure 9-17. Estimated Flood Zones in the City of Whitewright

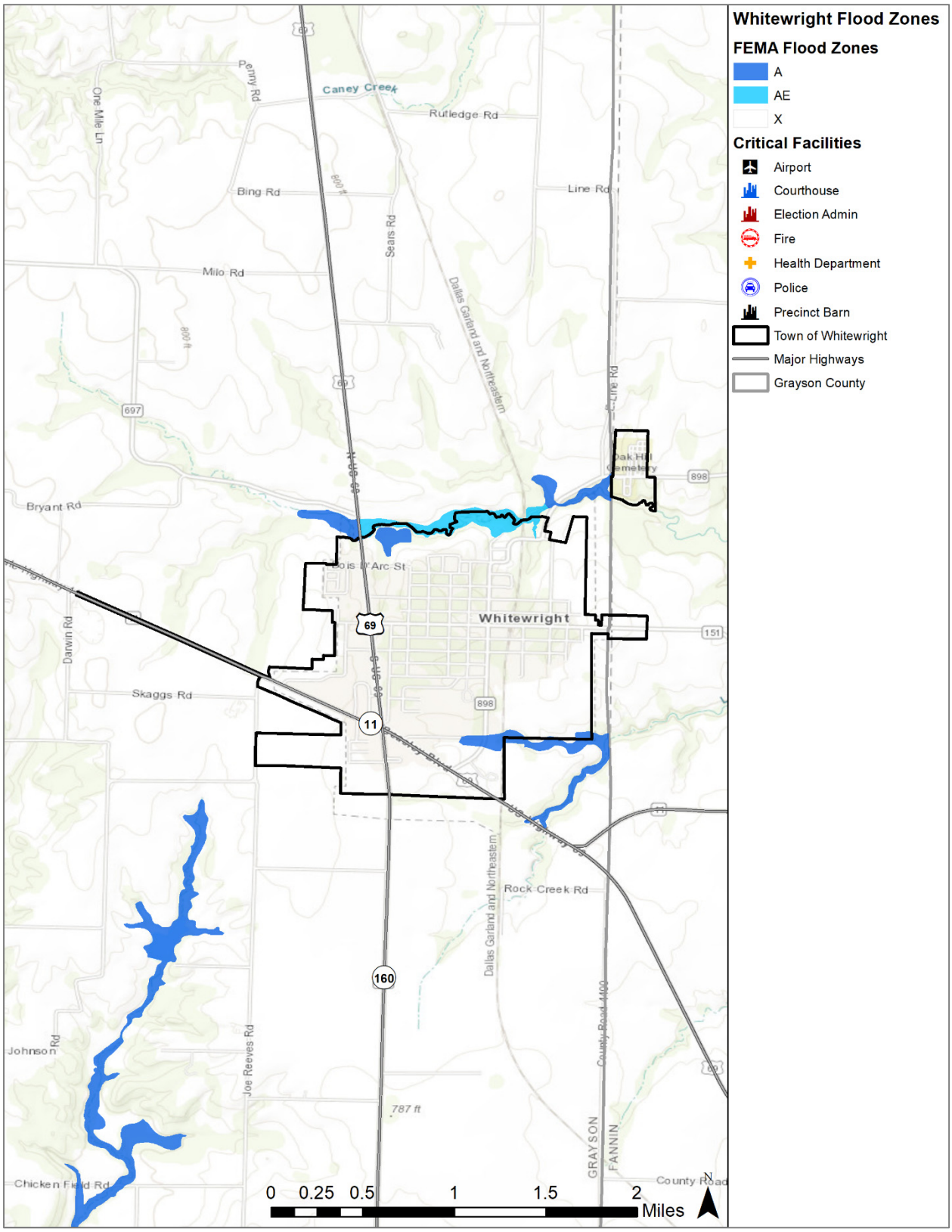


Figure 9-18. Estimated Flood Zones in Bell ISD

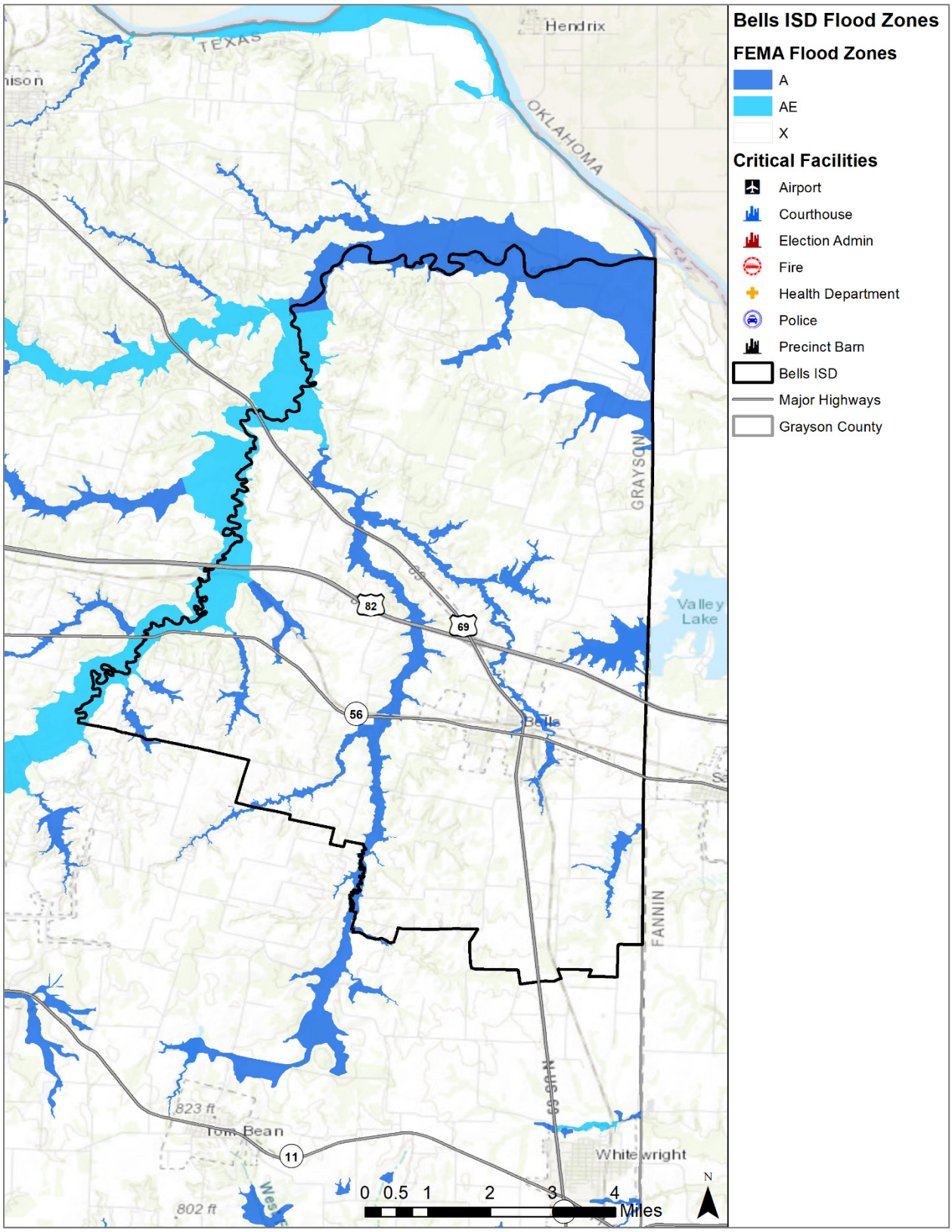


Figure 9-19. Estimated Flood Zones in Collinsville ISD

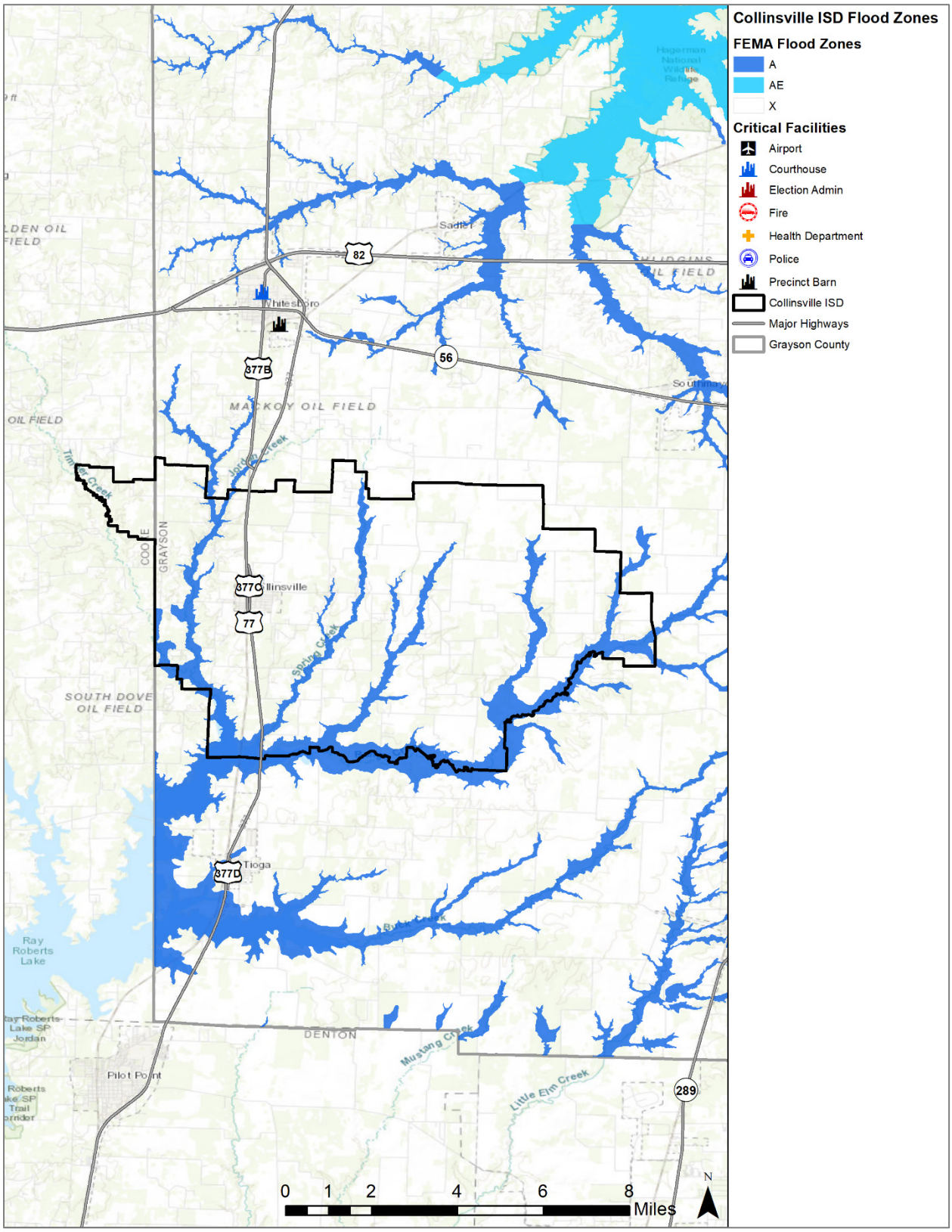


Figure 9-20. Estimated Flood Zones in Denison ISD

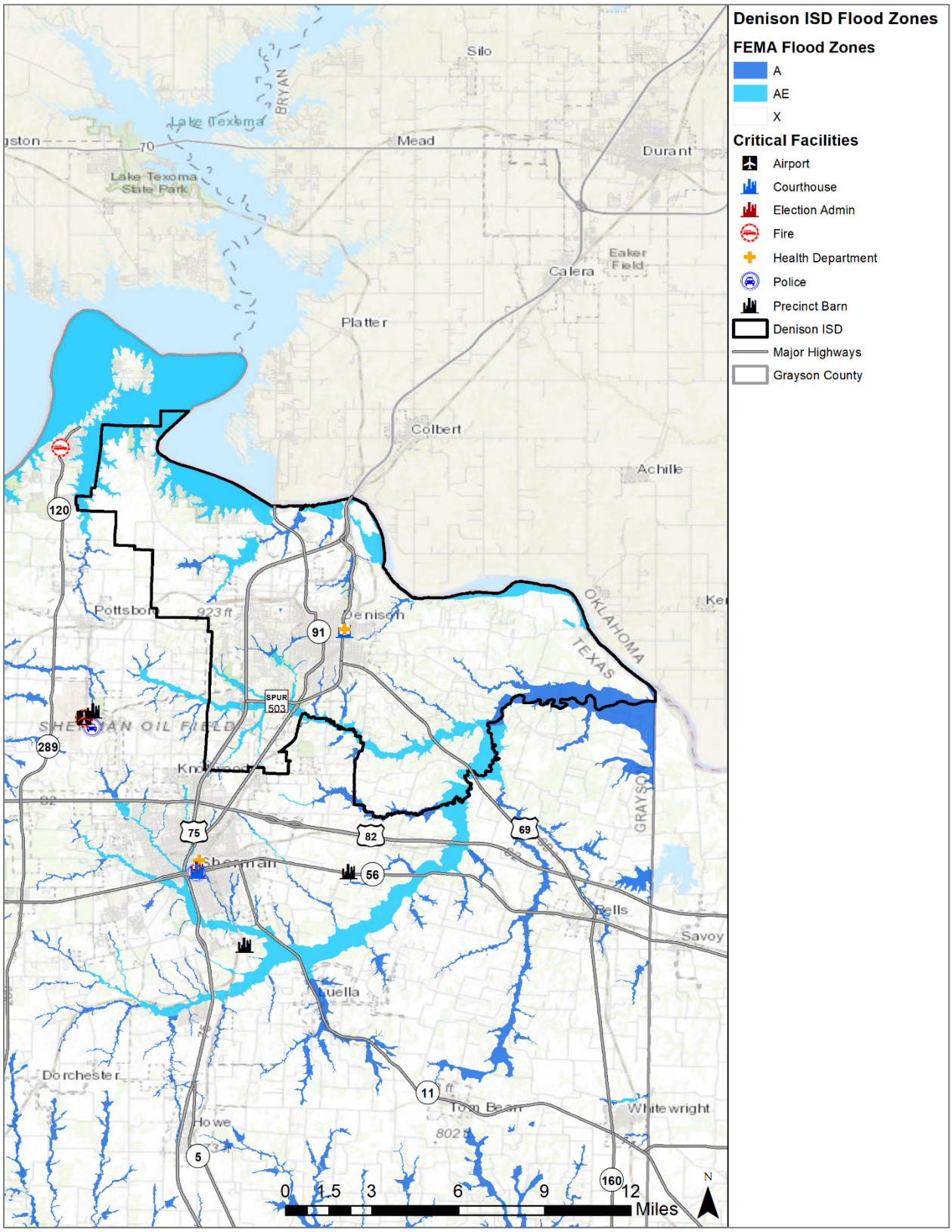


Figure 9-21. Estimated Flood Zones in Gunter ISD

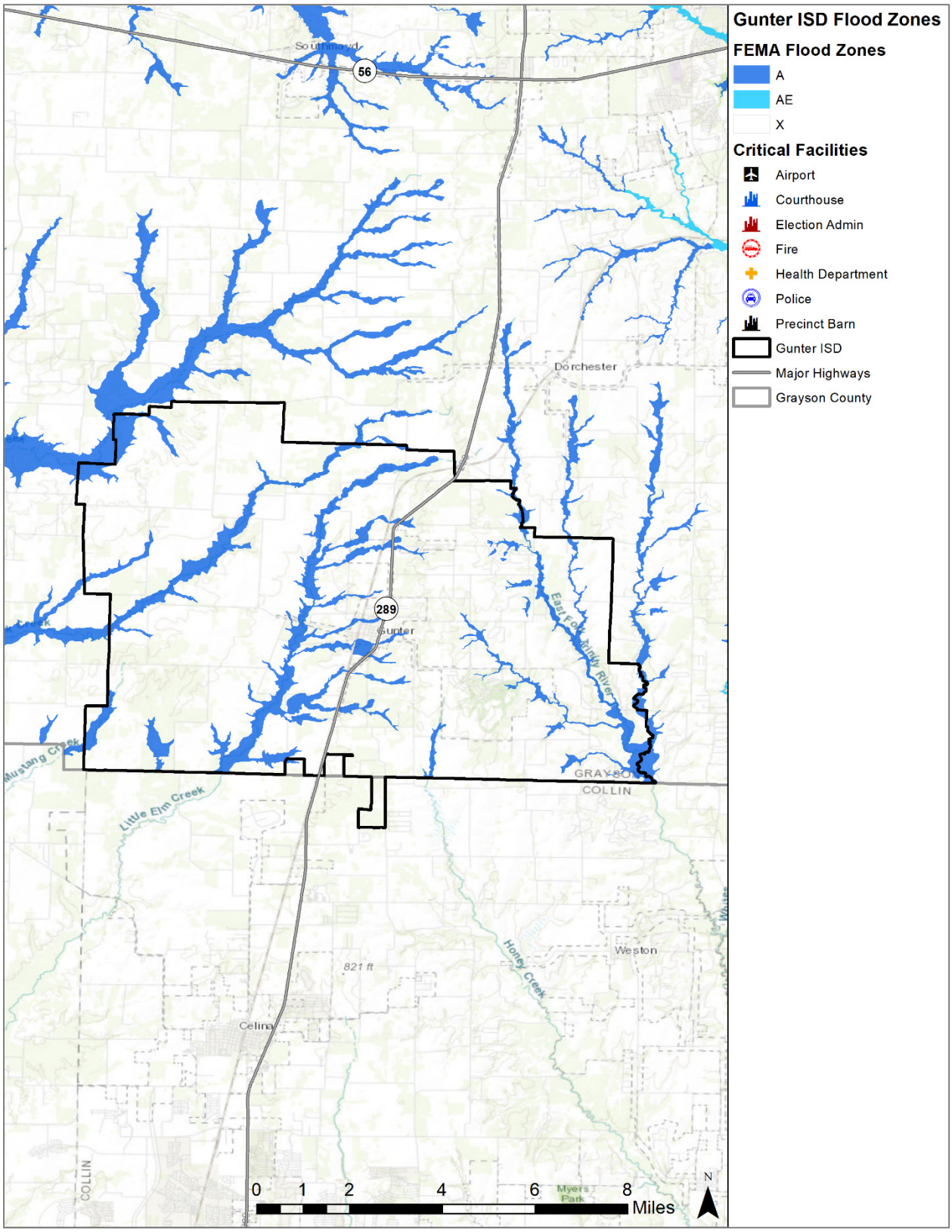


Figure 9-22. Estimated Flood Zones in Howe ISD

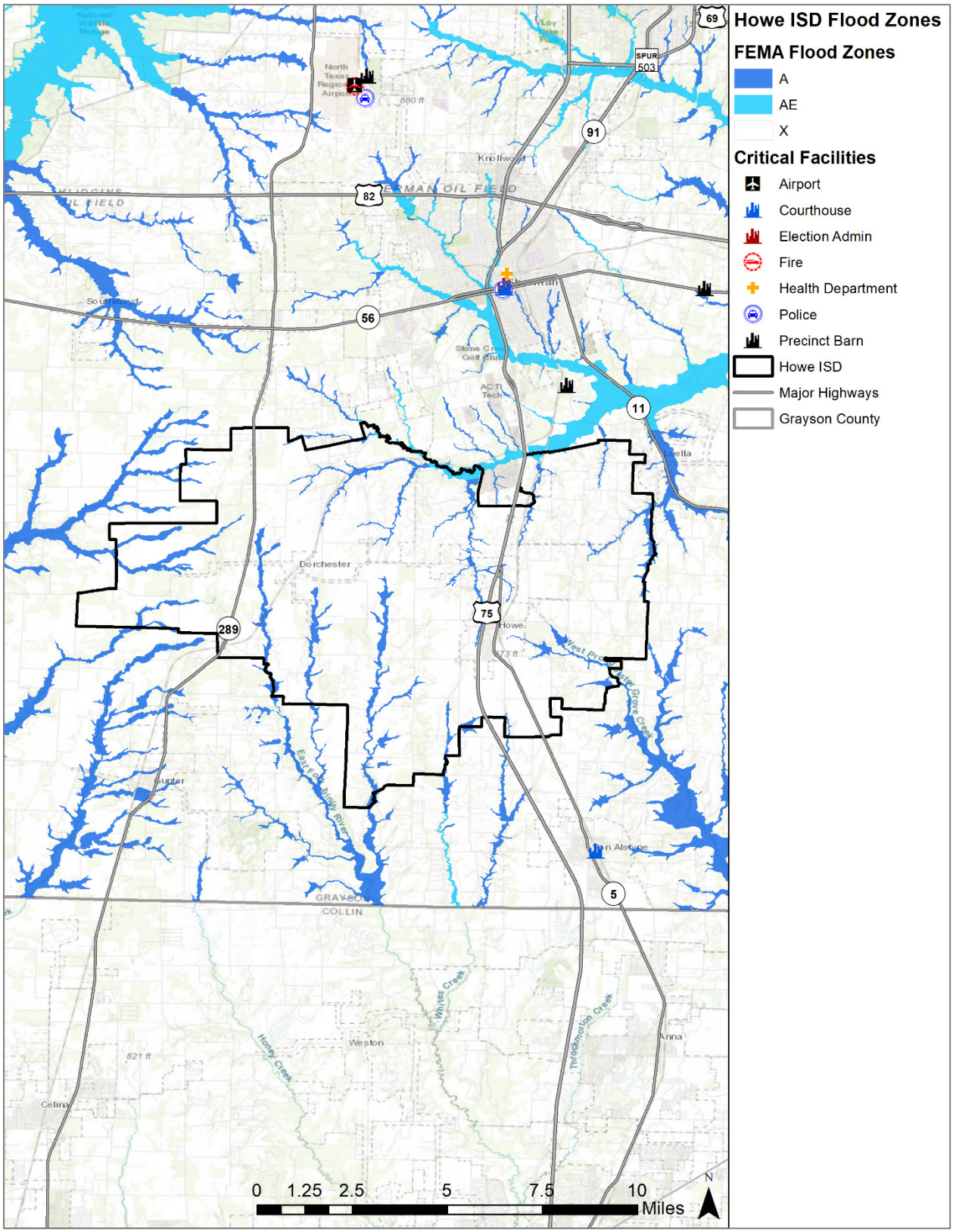


Figure 9-23. Estimated Flood Zones in Pottsboro ISD

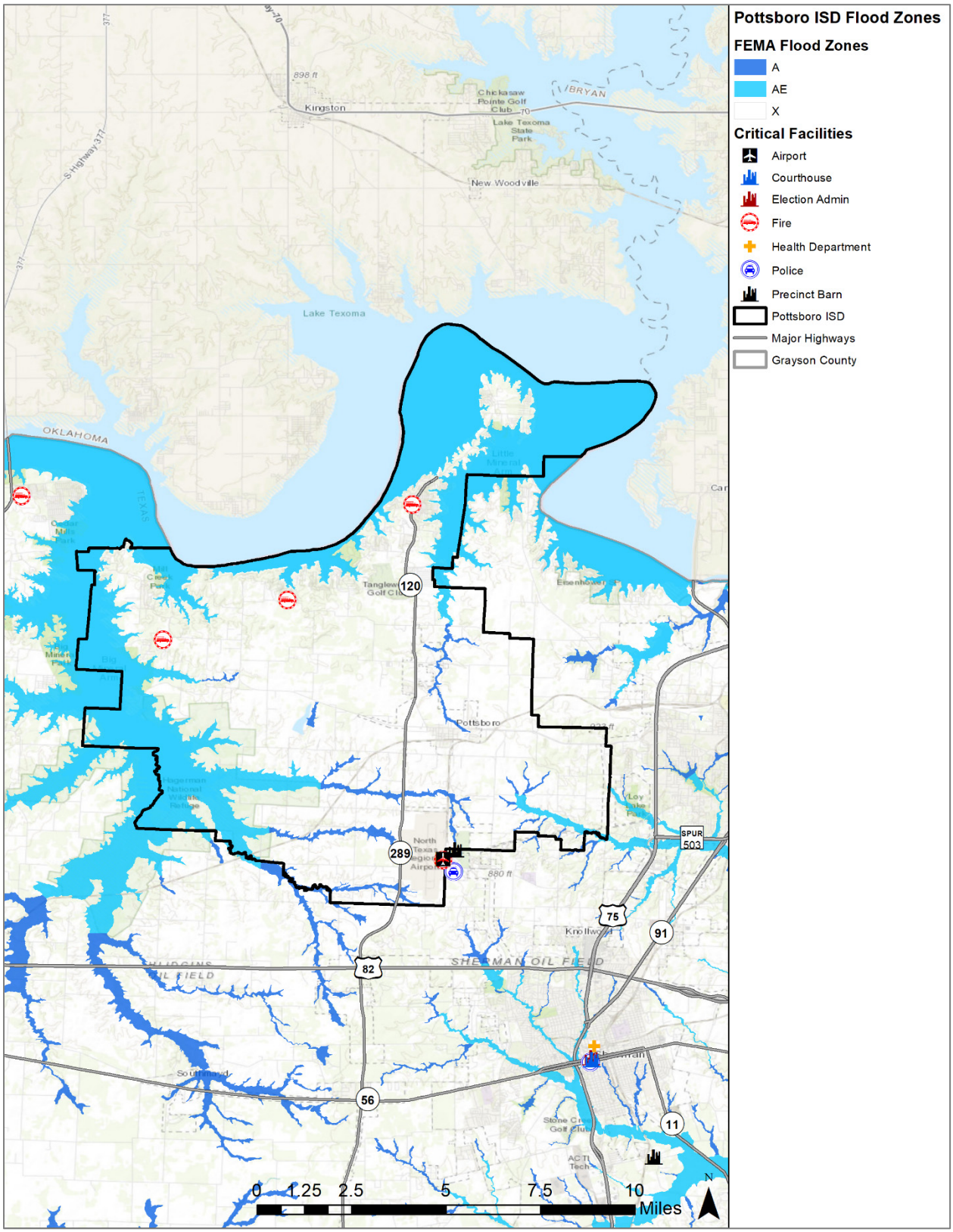


Figure 9-24. Estimated Flood Zones in S&S CISD

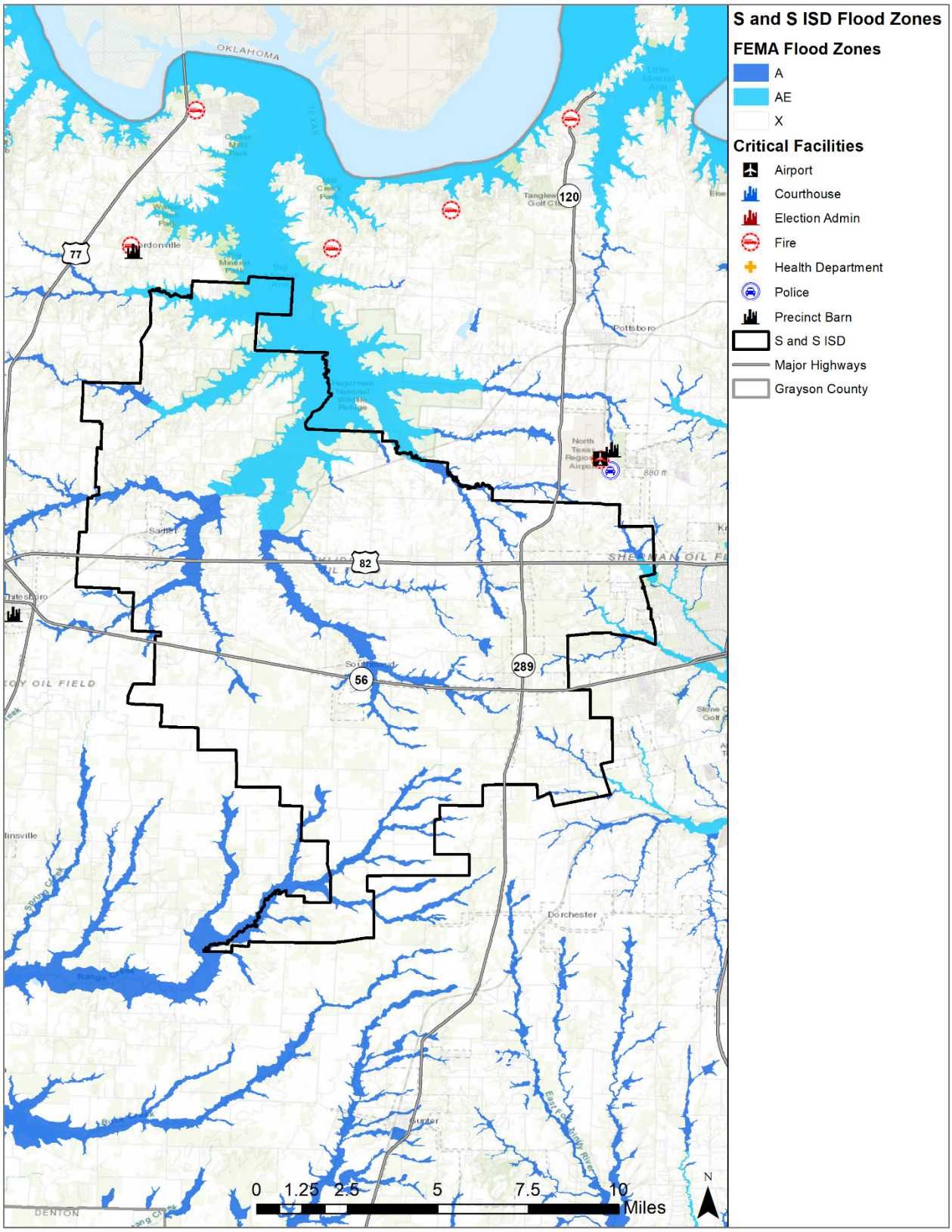


Figure 9-25. Estimated Flood Zones in Sherman ISD

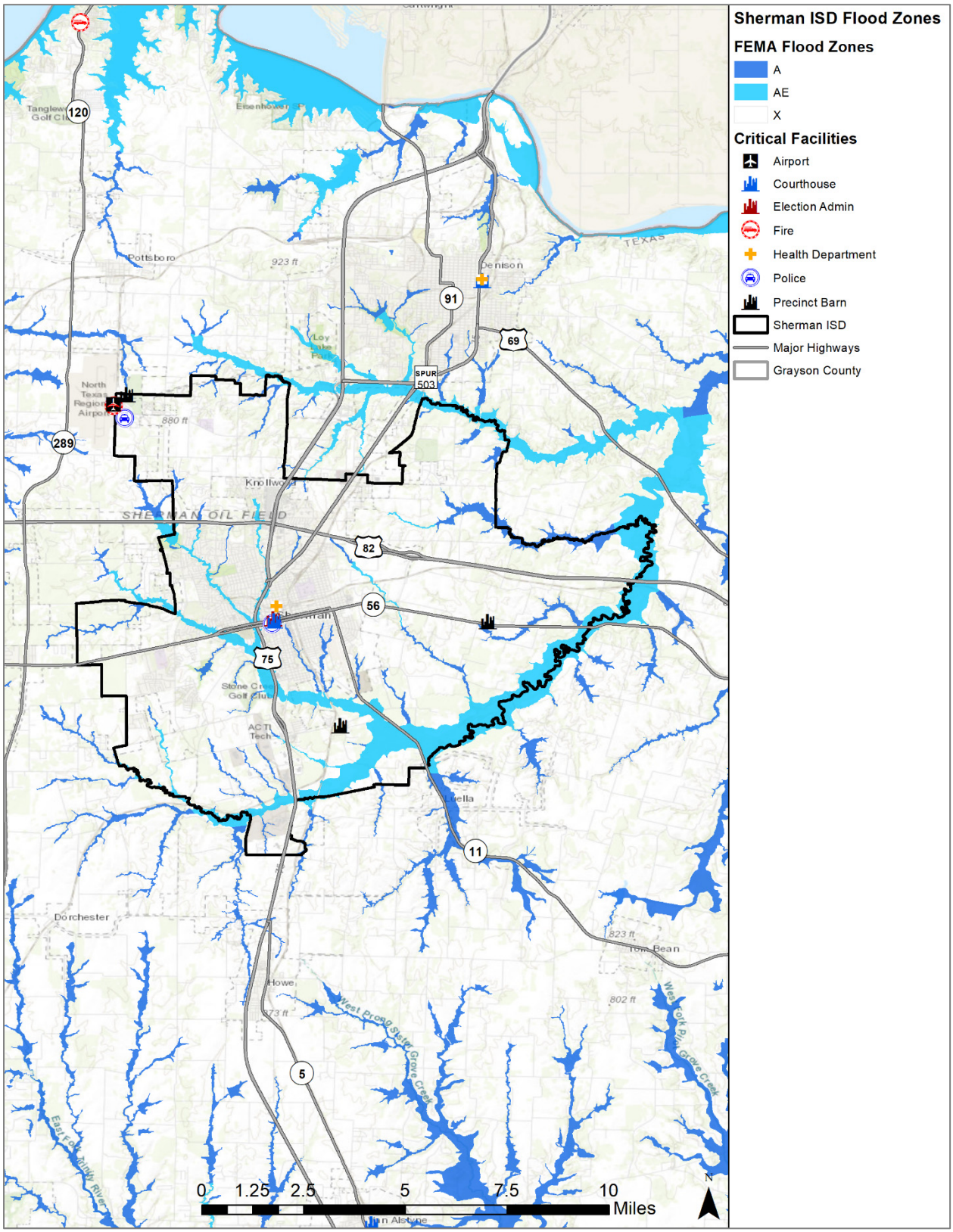


Figure 9-26. Estimated Flood Zones in Tioga ISD

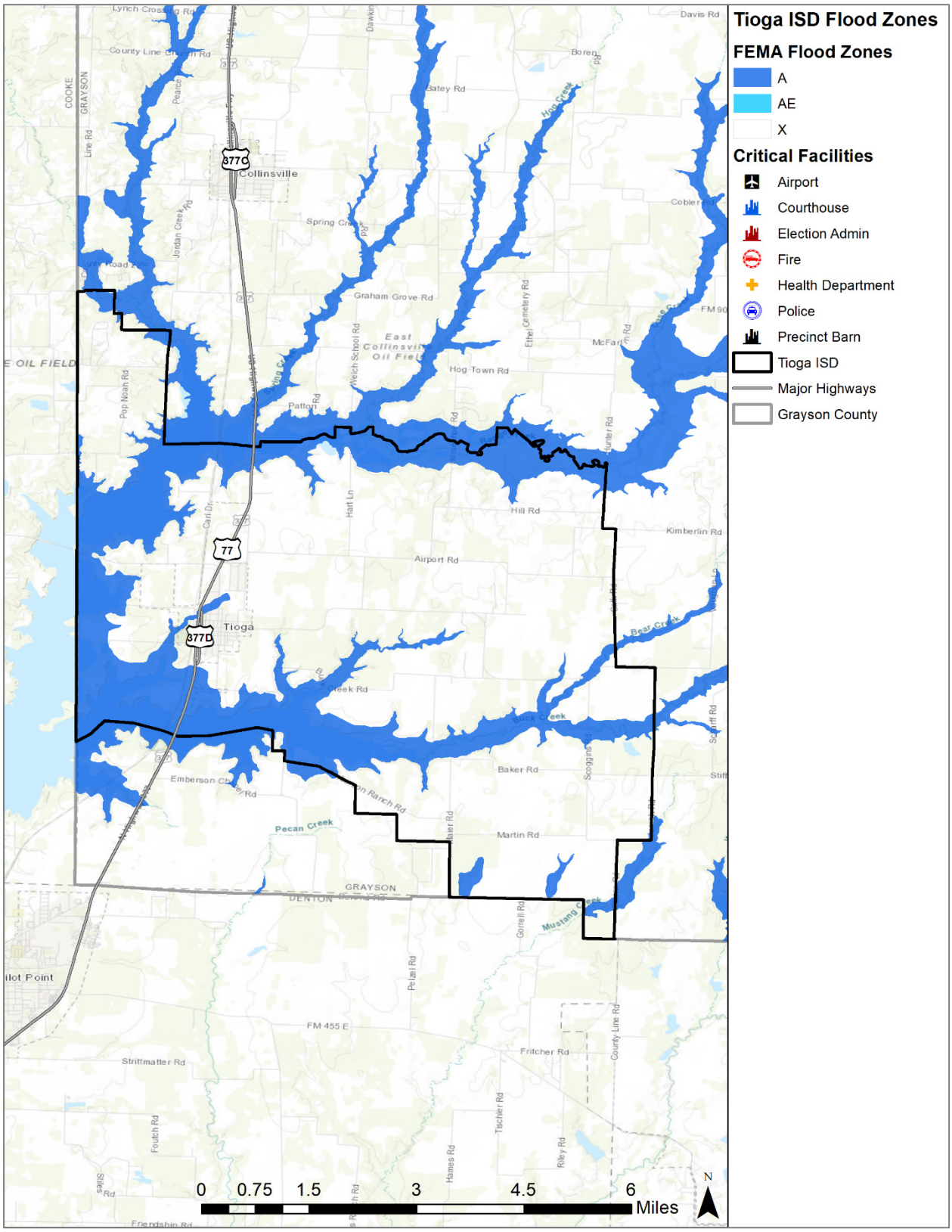


Figure 9-27. Estimated Flood Zones in Tom Bean ISD

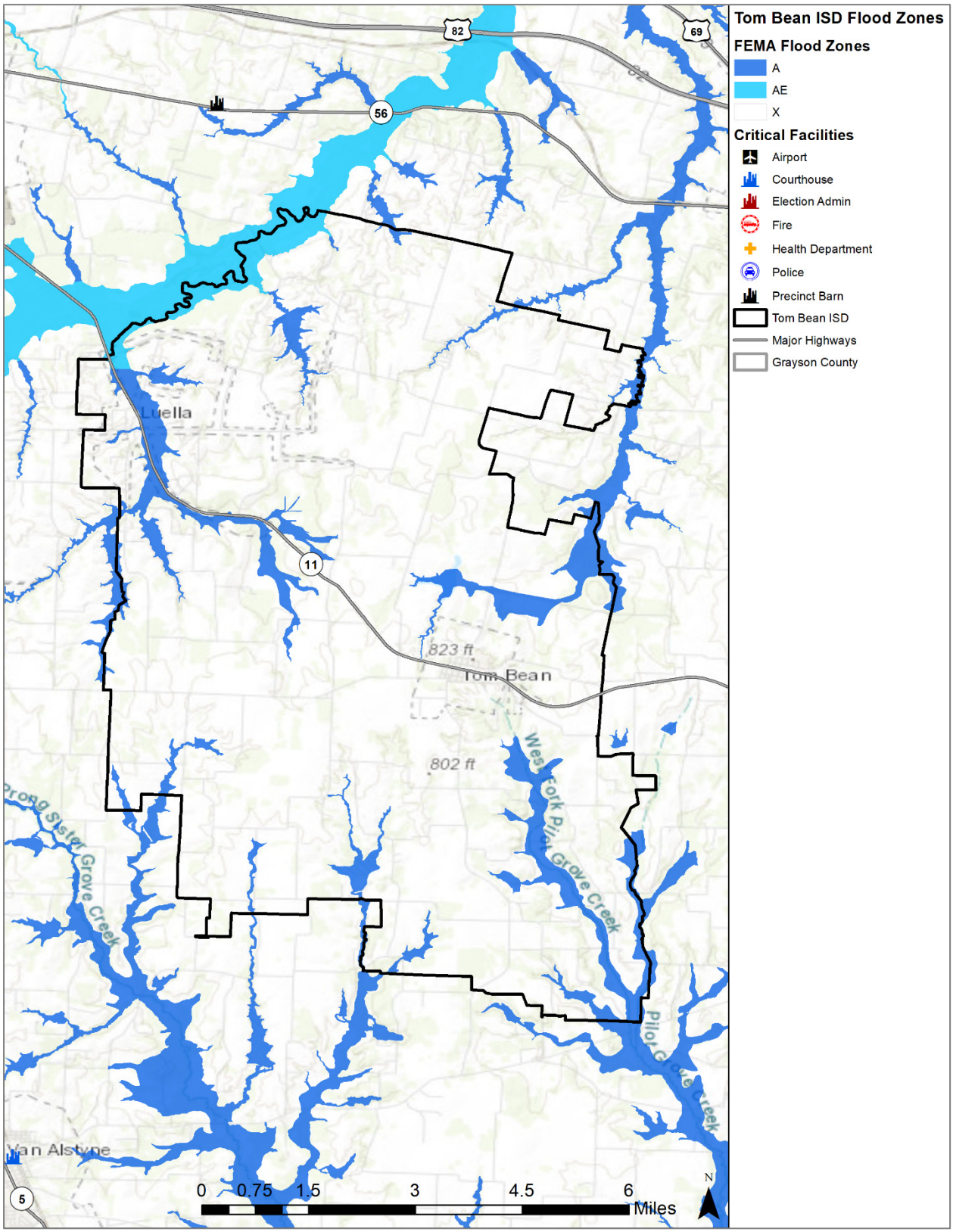


Figure 9-28. Estimated Flood Zones in Van Alstyne ISD

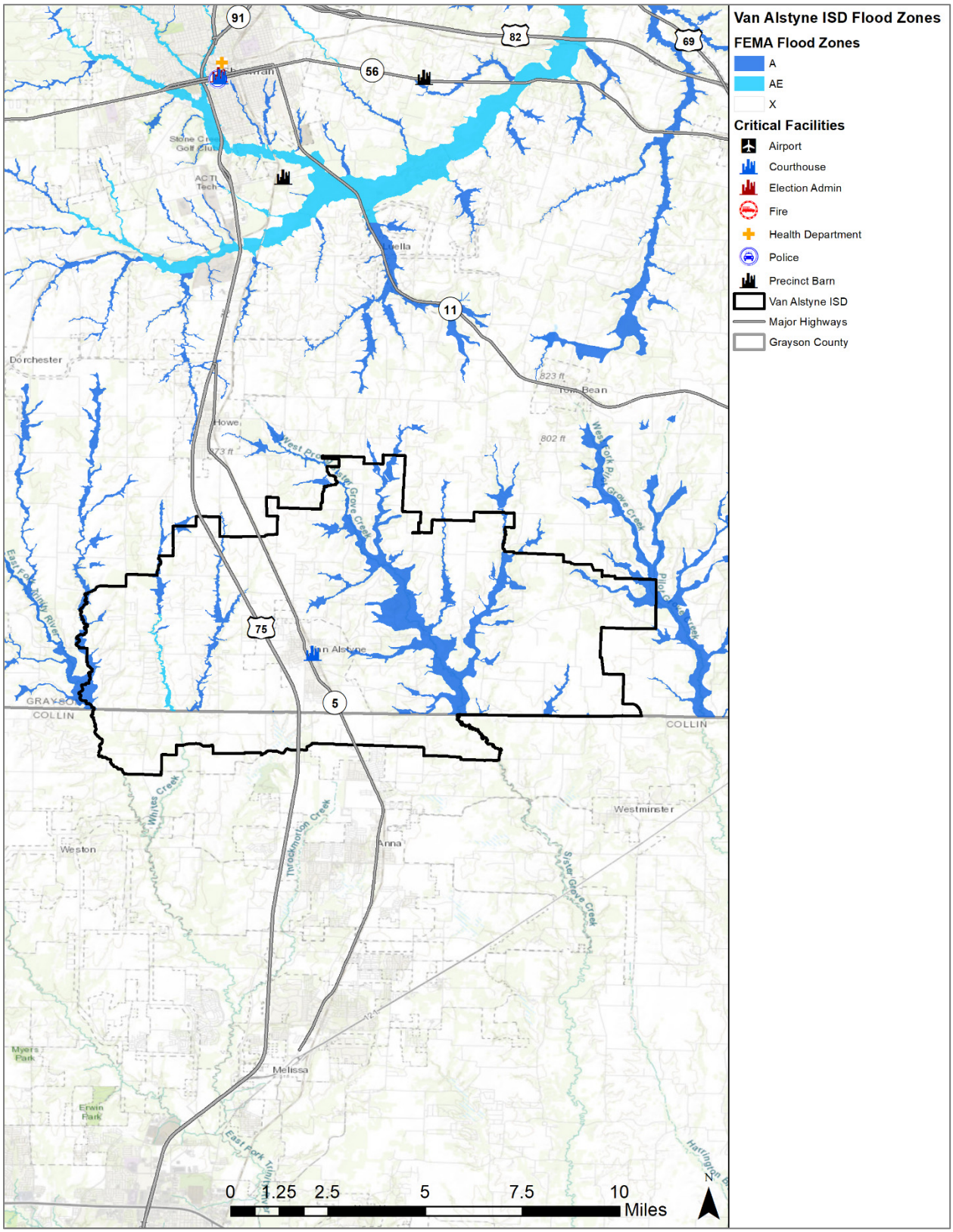


Figure 9-29. Estimated Flood Zones in Whitesboro ISD

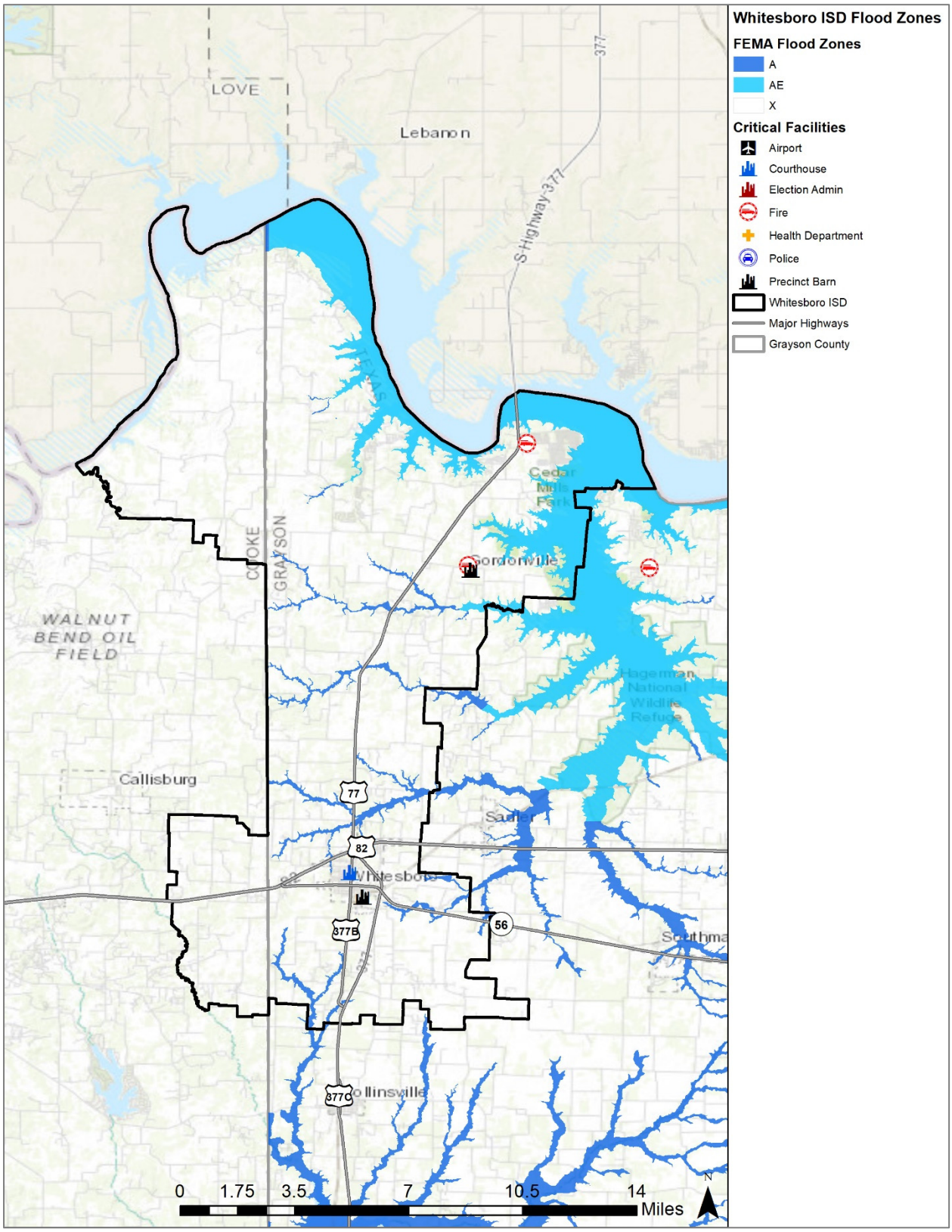
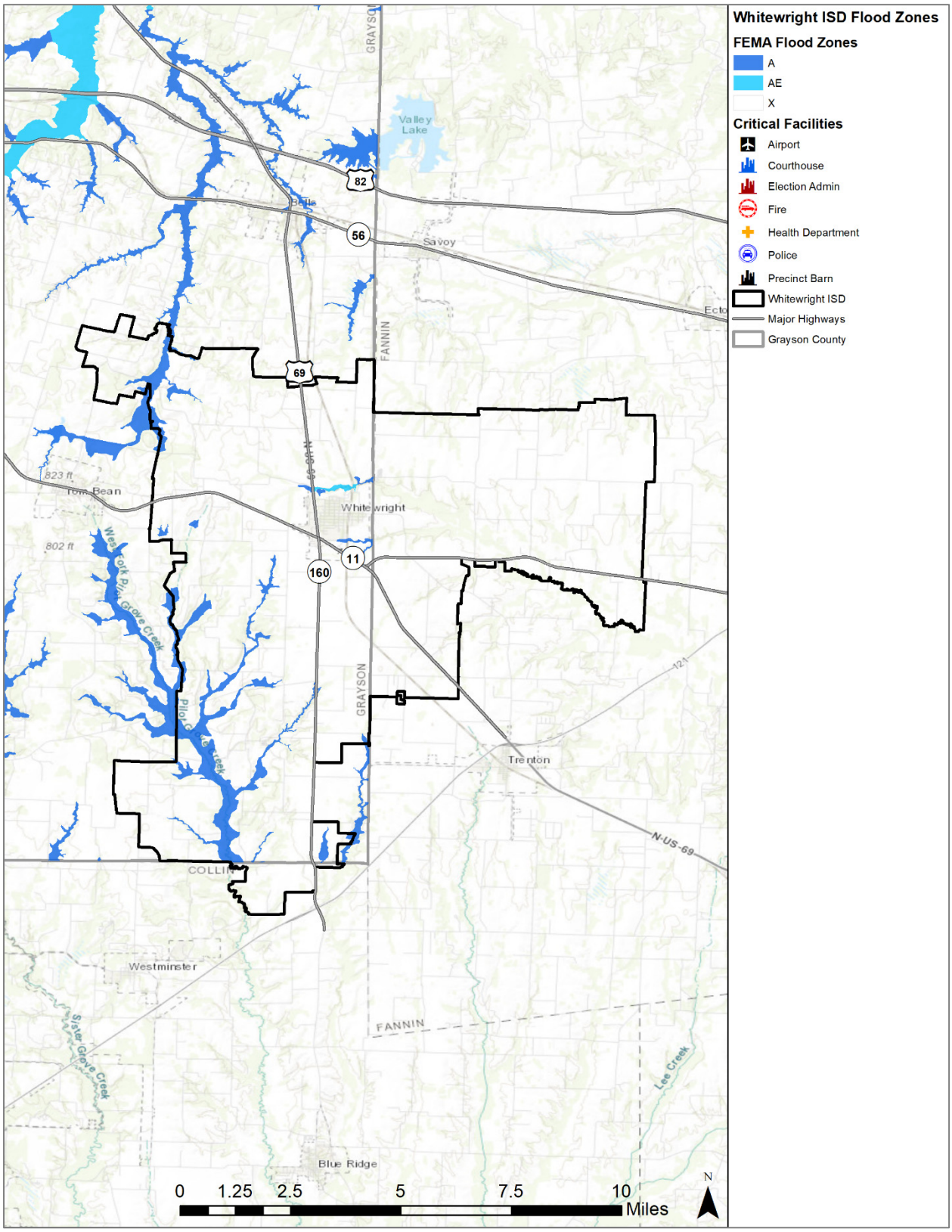


Figure 9-30. Estimated Flood Zones in Whitewright ISD



EXTENT

The severity of a flood event is determined by a combination of several factors including stream and river basin topography and physiography; precipitation and weather patterns; recent soil moisture conditions; and degree of vegetative clearing and impervious surface. Typically, floods are long-term events that may last for several days.

Determining the intensity and magnitude of a flood event is dependent upon the flood zone and location of the flood hazard area in addition to depths of flood waters. Extent of flood damages can be expected to be more damaging in the areas that will convey a base flood. FEMA categorizes areas on the terrain according to how the area will convey flood water. Flood zones are the categories that are mapped on Flood Insurance Rate Maps. Table 9-1 provides a description of FEMA flood zones and the flood impact in terms of severity or potential harm. Flood Zones A, AE, and X are the only hazard areas mapped in the region. Figures 9-1 through 9-30 should be read in conjunction with the extent for flooding in Tables 9-1 and 9-2 to determine the intensity of a potential flood event.

Table 9-1. Flood Zones

INTENSITY	ZONE	DESCRIPTION
HIGH	ZONE A	Areas with a one percent annual chance of flooding and a 26 percent chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas, no depths or base flood elevations are shown within these zones.
	ZONE A1-30	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a Base Flood Elevation (BFE) (old format).
	ZONE AE	The base floodplain where base flood elevations are provided. AE Zones are now used on the new format FIRMs instead of A1-A30 Zones.
	ZONE AO	River or stream flood hazard areas and areas with a one percent or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from one to three feet. These areas have a 26 percent chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.
	ZONE AH	Areas with a one percent annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from one to three feet. These areas have a 26 percent chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
	ZONE A99	Areas with a one percent annual chance of flooding that will be protected by a federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.

INTENSITY	ZONE	DESCRIPTION
	ZONE AR	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.
HIGH COASTAL	ZONE VE, V1-30	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26 percent chance of flooding over the life of a 30-year mortgage. No base flood elevations are shown within these zones.
MODERATE to LOW	ZONE X 500	An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than one foot or with drainage areas less than one square mile; or an area protected by levees from 100-year flooding.

Zone A is interchangeably referred to as the 100-year flood, the one percent-annual chance flood, the Special Flood Hazard Area (SFHA), or more commonly, the base flood. This is the area that will convey the base flood and constitutes a threat to the planning area. The impact from a flood event can be more damaging in areas that will convey a base flood.

Structures built in the SFHA are subject to damage by rising waters and floating debris. Moving flood water exerts pressure on everything in its path and causes erosion of soil and solid objects. Utility systems, such as heating, ventilation, air conditioning, fuel, electrical systems, sewage maintenance systems and water systems, if not elevated above base flood elevation, may also be damaged.

The intensity and magnitude of a flood event is also determined by the depth of flood waters. Table 9-2 describes the stream gauge data provided by the United States Geological Survey (USGS).

Table 9-2. Extent for Grayson County[1]

JURISDICTION[2]	PEAK FLOOD EVENT
Grayson County	Red River at Denison Dam, near Denison in Grayson County, Texas reached an overflow elevation of 33.29 in May 2015. The average peak flow for the Red River at Denison Dam is 14.17 feet at this site.
Grayson County	Mineral Creek, near Sadler in Grayson County, Texas reached an overflow elevation of 13.97 in October 1974. The

[1] Severity estimated by averaging floods at certain stage level over the history of flood events. Severity and peak events are based on U.S. Geological Survey data.
[2] Severity is provided for jurisdictions where peak data was provided.

JURISDICTION[2]	PEAK FLOOD EVENT
	average peak flow for the Mineral Creek is 12.96 feet at this site.
Grayson County	Range Creek, near Collinsville in Grayson County, Texas reached an overflow elevation of 24.98 in June 2007. The average peak flow for the Range Creek is 18.85 feet at this site.
Grayson County	Timber Creek, near Collinsville in Grayson County, Texas reached an overflow elevation of 14.96 in June 2007. The average peak flow for the Timber Creek is 12.33 feet at this site.

The range of flood intensity that the planning area can experience is high, or Zone A. Based on historical occurrences, the extent of flooding in the Grayson County planning area, including all participating jurisdictions and ISDs, could expect to experience up to 8 inches of rain within a 5-hour period, resulting in flash flooding.

The data described in Tables 9-1 and 9-2, together with Figures 9-1 through 9-30, and historical occurrences for the area, provides an estimated potential magnitude and severity for the Grayson County planning area, including participating jurisdictions and ISDs.

HISTORICAL OCCURRENCES

Historical evidence indicates that areas within the planning area are susceptible to flooding, especially in the form of flash flooding. It is important to note that only flood events that have been reported have been factored into this risk assessment, therefore it is likely that additional flood occurrences have gone unreported before and during the recording period. Table 9-3 identifies historical flood events in the Grayson County planning area. Table 9-4 provides the historical flood event summary. Historical data is provided by planning team members and the Storm Prediction Center (NOAA), NCEI database for the Grayson County planning area, including participating jurisdictions and ISDs.

There have been 93 recorded flood events in Grayson County. including all participating jurisdictions and ISDs. Historical flood data for each participating ISD are provided within the County / City events per the NCEI database as the database does not have events reported separately for the participating ISDs.

Denison ISD reported two flooding events occurring on 6/21/2015 and 8/13/2017. The ISD sustained damage in 2017 to their transportation and maintenance facility as it was located within a flood plain. The ISD has provided damage estimates, which have been converted to current 2022 values. Total damages for the ISD were approximately $1,001,227. There have been no reported injuries.

Gunter ISD reported damages from an event occurring on 4/5/2022 with total damages to be approximately $513,296 (2022 dollars). During this event the ISD sustained damage to multiple areas including their gymnasium floor and wing to one of their campuses. There have been no reported injuries.

SECTION 9: FLOOD

Sherman ISD reported a flooding event that occurred on 6/18/2007 resulting in a total property damage total of $199,430 (2022 dollars) at their high school campus. There were no reported injuries as a result of a flooding event.

All remaining ISDs have no reported history of damage or injuries as a result of flooding.

Table 9-3. Historical Flood Events, 1996-2022[3]

JURISDICTION	DATE	TIME	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	1/3/2005	8:00 AM	0	0	$155,307	$0
City of Sherman	3/19/2006	5:00 PM	0	0	$29,647	$0
City of Van Alstyne	5/30/2007	8:35 AM	0	0	$7,121	$0
City of Collinsville	6/18/2007	4:22 AM	2	0	$28,428,869	$0
City of Denison	6/20/2007	7:30 PM	0	0	$454,878	$0
City of Sherman	7/10/2007	7:02 AM	0	0	$284,371	$0
Grayson County	4/29/2009	2:30 PM	1	1	$69,445	$0
Grayson County	4/29/2009	7:00 PM	0	0	$2,777,818	$347,227
City of Sherman	5/8/2009	10:31 PM	0	0	$34,623	$0
Grayson County	10/21/2009	7:20 PM	0	0	$6,850	$0
City of Tioga	10/21/2009	8:00 PM	0	0	$10,960	$0
City of Tioga	9/8/2010	12:08 PM	0	0	$1,016,889	$0
City of Gunter	7/31/2014	5:45 AM	0	0	$12,431	$0
Grayson County	4/13/2015	10:00 AM	0	0	$1,252	$0
Grayson County	4/24/2015	6:30 PM	0	0	$2,504	$0
City of Denison	4/24/2015	3:40 PM	0	0	$6,259	$0
Grayson County	5/7/2015	10:05 PM	0	0	$12,454	$0
City of Whitesboro	5/7/2015	8:05 PM	0	0	$6,227	$0
Grayson County	6/21/2015	10:15 AM	0	0	$2,482	$0
City of Bells	6/21/2015	11:04 AM	0	0	$2,482	$0
City of Denison	6/21/2015	10:56 AM	0	0	$2,482	$0
City of Sherman	6/21/2015	11:04 AM	0	0	$2,482	$0

[3] Only recorded events with fatalities, injuries, and/or damages are listed, values are in 2022 dollars. Historical events are listed from January 1996 through December 2022.

JURISDICTION	DATE	TIME	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
City of Sherman	11/27/2015	9:30 AM	0	0	$24,958	$0
Grayson County	11/28/2015	6:35 AM	0	0	$24,958	$0
Grayson County	12/27/2015	8:00 AM	0	0	$62,609	$0
City of Sherman	8/13/2017	4:12 AM	0	0	$120,631	$0
City of Southmayd	9/22/2018	8:23 PM	0	0	$11,732	$0
City of Sherman	4/24/2022	5:42 PM	0	0	$102,443	$0
TOTALS			**3**	**1**	**$33,675,164**	**$347,227**

Table 9-4. Summary of Historical Flood Events, 1996-2022

JURISDICTION	NUMBER OF EVENTS	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	23	1	1	$3,115,680	$347,227
City of Bells	3	0	0	$2,482	$0
City of Collinsville	4	2	0	$28,428,869	$0
City of Denison	12	0	0	$463,619	$0
City of Dorchester	0	-	-	-	-
City of Gunter	4	0	0	$12,431	$0
City of Howe	3	0	0	$0	$0
City of Knollwood	0	-	-	-	-
City of Pottsboro	3	0	0	$0	$0
City of Sadler	1	-	-	-	-
City of Sherman	23	0	0	$599,155	$0
City of Southmayd	1	0	0	$11,732	$0
City of Tioga	5	0	0	$1,027,849	$0
City of Tom Bean	1	0	0	$0	$0
City of Van Alstyne	4	0	0	$7,121	$0
City of Whitesboro	2	0	0	$6,227	$0
City of Whitewright	4	0	0	$0	$0

JURISDICTION	NUMBER OF EVENTS	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Bell ISD	0	-	-	-	-
Collinsville ISD	0	-	-	-	-
Denison ISD	2	0	0	$1,001,227	$0
Gunter ISD	1	0	0	$513,296	$0
Howe ISD	0	-	-	-	-
Pottsboro ISD	0	-	-	-	-
S&S CISD	0	-	-	-	-
Sherman ISD	1	0	0	$199,430	$0
Tioga ISD	0	-	-	-	-
Tom Bean ISD	0	-	-	-	-
Van Alstyne ISD	0	-	-	-	-
Whitesboro ISD	0	-	-	-	-
Whitewright ISD	0	-	-	-	-
TOTAL LOSSES	**97**	**3**	**1**	**$35,736,344**	

Based on the list of historical flood events for the Grayson County planning area (listed above), including participating jurisdictions and ISDs, 50 of the events have occurred since the 2012 Plan.

SIGNIFICANT EVENTS

April 25, 2022 – City of Sherman

A slow-moving cold front generated showers and thunderstorms across much of the region. Some storms produced heavy rain along the Red River that resulted in flooding and flash flooding. Low lying feeder roads in constructions areas along northbound Highway 75 in the City of Sherman were flooded, with reports of stalled vehicles due to flooding conditions. Total damages approximated $102,443 (2022 dollars).

August 13, 2017 – City of Sherman

An upper-level disturbance kicked off multiple rounds of showers and thunderstorms along a stationary front which stretched across North Texas. A few severe storms occurred with heavy rain causing flash flooding in many locations between the Red River and the Interstate 20 corridor. Emergency management reported multiple water rescues throughout the City of Sherman. It was reported that there were 25 high water rescues and that 20 to 25 homes were evacuated due to high water, with residential and business experiencing flooding as a result of the event. Total damage was estimated to be around $120,631 (2022 dollars). No injuries or fatalities were reported as a result.

May 7th, 2015 – Grayson County (DR-4223)
A cold front moved south out of the Texas panhandle on May 6th and moved across north Texas on the 7th and 8th. Across north Texas the front produced severe thunderstorms including large hail, tornadoes, and flash flooding. Within Grayson County there were reports of significant flooding of roads, interstates, highways, creeks, streams, and low-lying areas which continued for over 12 hours after the heavy rain had ended. Multiple road closures throughout the County were reported. There were no reported fatalities or injuries as a result of the event, however multiple motorists were stranded and emergency high water rescues occurred in the Cities of Denison and Whitesboro. The May event, also known as the "Memorial Days Floods" occurred through May 4th to June 23, 2015 which resulted in a declaration for 113 counties across Texas, including Grayson County.

September 8, 2010 – City of Tioga
The remnants of Tropical Storm Hermine moved through the western portions of north Texas dropping several inches of water in some locations and producing 8 tornadoes. Significant flash flooding occurred with up to 12 inches of rain falling across the area with the highest totals along the Interstate 35 corridor. Numerous high-water rescues and evacuations were conducted across the region. Numerous roads throughout Grayson County were closed due to high water, especially in the southwestern portions of the County. Water rescues were conducted in the Cities of Sherman and Gunter, with reports of residential flooding in the City of Denison. Total damage was approximately $1,016,889 (2022 dollars), with no reports of injuries or fatalities within the area.

April 29, 2009 – Grayson County
Several rounds of severe thunderstorms affected areas along and south of the Red River causing significant flooding occurred in Montague, Cooke, and Grayson County. It was reported that water was impacting road conditions in several locations across the northern portions of Grayson County, with damages to roadways and bridges being observed. One death as a result of a vehicle accident occurred on HWY 377 north of the City of Whitesboro. Total damages reported were approximately $2,847,263 (2022 dollars) in property damages and an additional $347,227 (2022 dollars) in crop damages.

July 10, 2007 – City of Sherman (DR-1709)
Highway 11 at FM 1417, Highway 91 between the Cities of Sherman and Denison, and several other roads were flooded. A high water rescue was required in the City of Sherman, and Choctaw Creek was over its banks. High water was reported on Texoma Parkway under Highway 75, and on North Branch and Travis Streets. An auto store on Texoma Parkway suffered flood damage, as well as several cars. A compact upper-level low-pressure system to the northwest created ripe conditions for thunderstorm development. A thunderstorm complex moved into North Texas on the morning of July 10, causing flash flooding across a few counties north of the metroplex. Storms later redeveloped along boundaries left over from that morning's thunderstorms. Flash flooding occurred again on the 11th as rain fell on saturated soils.

PROBABILITY OF FUTURE EVENTS

Based on 93 recorded historical occurrences within a 27-year reporting period within the Grayson County planning area, including participating jurisdictions and ISDs, flooding is highly likely with 3 to 4 events per year anticipated.

Climate change is not projected to substantially change the risk of riverine flooding statewide. This is in large part due to the construction of dams and reservoirs for flood management in the 20th century. There is a mixture of historical trends categorized by season, with no one clear trend to project. In addition, meteorological drivers of river flooding (increased rainfall intensity and decreased soil moisture) are projected to have competing influences. On balance, if an increasing trend is present in river flooding, it will be at the most extreme flood events or in the wettest parts of the state where there is so much rainfall that a decrease in soil moisture would have little mitigating impact.[4] It is that the Grayson County planning area, including participating jurisdictions and ISDs, could experience an increase in the number of extreme precipitation days because of climate change. See additional information on climate change at the end of this section.

VULNERABILITY AND IMPACT

A property's vulnerability to a flood depends on its location and proximity to the floodplain. Structures that lie along banks of a waterway are the most vulnerable and are often repetitive loss structures. Grayson County encourages development outside of the floodplain, and the impact for flood for the entire planning area would be considered "Minor", with critical facilities and services shutdown for one week or more and more than 10 percent of properties destroyed or with major damage. However, due to 3 reported fatalities and 1 past injury reported, the impact of flood events for the planning area is considered "Substantial," with multiple deaths or injuries possible.

Table 9-5 includes the comprehensive critical facilities identified in Appendix C that were considered the most important to the planning area and are susceptible to a range of impacts from a variety of natural hazards. However, all of the identified critical facilities were located outside of the regulatory floodplain. For a comprehensive list of identified critical facilities by participating entity please see Appendix C.

Table 9-5. Critical Facilities in the Floodplain by Participating Jurisdiction

CRITICAL FACILITIES	POTENTIAL IMPACTS
Emergency Response Departments (EOC, Fire, Police, EMS), Hospitals	• Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications. • Emergency vehicles can be damaged by rising flood waters. • Flood-related rescues may be necessary at swift and low water crossings or in flooded neighborhoods where roads have become impassable, placing first responders in harm's way. • Evacuations may be required for entire neighborhoods because of rising floodwaters, further taxing limited response capabilities and increasing sheltering needs for displaced residents. • Power outages could disrupt communications, delaying emergency response times. • Critical staff may be injured or otherwise unable to report for duty, limiting response capabilities.

[4] Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036, Texas A&M University Office of the Texas State Climatologist, 2021 update.

CRITICAL FACILITIES	POTENTIAL IMPACTS
	• Washed out roads and bridges can impede emergency response vehicle access to areas. • Increased number of structure fires due to gas line ruptures and downed power lines, further straining the capacity and resources of emergency personnel. • First responders are exposed to downed power lines, contaminated and unusual debris, hazardous materials, and generally unsafe conditions. • Extended power outages and evacuations may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.
Airport, Academic Institutions, Community Residential Facilities, Day Care Facilities, Evacuation Centers & Shelters, Governmental Facilities	• Structures can be damaged by rising flood waters. • Power outages could disrupt critical care. • Backup power sources could be damaged, inundated or otherwise inoperable. • Critical staff may be impacted and unable to report for duty, limiting response capabilities. • Evacuations may be necessary due to extended power outages, gas line ruptures, or inundation of facilities. • Additional emergency responders and critical aid workers may not be able to reach the area for days. • Power outages and infrastructure damage may prevent larger airports from acting as temporary command centers for logistics, communications, and emergency operations. • Temporary break in operations may significantly inhibit post event evacuations. • Damaged or destroyed highway infrastructure may substantially increase the need for airport operations.
Commercial Suppliers (food, gas, etc.)	• Facilities or infrastructure may be damaged, destroyed or otherwise inaccessible. • Essential supplies like medicines, water, food, and equipment deliveries may be significantly delayed.
Utility Services and Infrastructure (electric, water, wastewater, communications)	• Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications. • Emergency service vehicles can be damaged by rising flood waters. • Flood-related rescues may be necessary at swift and low water crossings or in flooded neighborhoods where roads have become impassable, placing emergency service workers in harm's way. • Increased number of structure fires due to gas line ruptures and downed power lines, further straining the capacity and resources of emergency personnel. • Service responders are exposed to downed power lines, contaminated and unusual debris, hazardous materials, and generally unsafe conditions. • Extended power outages and evacuations may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.

CRITICAL FACILITIES	POTENTIAL IMPACTS

Historic loss estimates due to flood are presented in Table 9-6 below. Considering 93 flood events over a 27-year period, frequency is approximately three to four events every year.

Table 9-6. Potential Annualized Losses by Participating Jurisdiction

JURISDICTION	PROPERTY & CROP LOSS	ANNUAL LOSS ESTIMATES
Grayson County	$3,462,906	$128,256
City of Bells	$2,482	$92
City of Collinsville	$28,428,869	$1,052,921
City of Denison	$463,619	$17,171
City of Dorchester	$0	$0
City of Gunter	$12,431	$460
City of Howe	$0	$0
City of Knollwood	$0	$0
City of Pottsboro	$0	$0
City of Sadler	$0	$0
City of Sherman	$599,155	$22,191
City of Southmayd	$11,732	$435
City of Tioga	$1,027,849	$38,068
City of Tom Bean	$0	$0
City of Van Alstyne	$7,121	$264
City of Whitesboro	$6,227	$231
City of Whitewright	$0	$0
Bell ISD	$0	$0
Collinsville ISD	$0	$0
Denison ISD	$1,001,227	$37,082
Gunter ISD	$513,296	$19,011
Howe ISD	$0	$0

JURISDICTION	PROPERTY & CROP LOSS	ANNUAL LOSS ESTIMATES
Pottsboro ISD	$0	$0
S&S CISD	$0	$0
Sherman ISD	$199,430	$7,386
Tioga ISD	$0	$0
Tom Bean ISD	$0	$0
Van Alstyne ISD	$0	$0
Whitesboro ISD	$0	$0
Whitewright ISD	$0	$0
Planning Area	**$35,736,344**	**$1,323,568**

While all citizens are at risk to the impacts of a flood, forced relocation and disaster recovery drastically impacts low-income residents who lack the financial means to travel, afford a long-term stay away from home, and to rebuild or repair their homes. An estimated 12 percent of the planning area population live below the poverty level (Table 9-7). While warning times for these type of hazard events should be substantial enough for individuals to seek shelter, individuals who work and recreate outside are also vulnerable to potential impacts of a flood event.

Table 9-7. Populations at Greatest Risk by Jurisdiction[5]

JURISDICTION	POPULATION BELOW POVERTY LEVEL
Grayson County	16,265
City of Bells	195
City of Collinsville	205
City of Denison	4,431
City of Dorchester	0
City of Gunter	113
City of Howe	1.007
City of Knollwood	162
City of Pottsboro	204
City of Sadler	33

[5] U.S. Census Bureau 2021 data for Grayson County.

JURISDICTION	POPULATION BELOW POVERTY LEVEL
City of Sherman	5.936
City of Southmayd	202
City of Tioga	85
City of Tom Bean	72
City of Van Alstyne	201
City of Whitesboro	301
City of Whitewright	378

The severity of a flooding event varies depending on the relative risk to citizens and structures located within each jurisdiction. Table 9-8 depicts the level of impact for Grayson County planning area, including participating jurisdictions and ISDs.

Table 9-8. Impact by Jurisdiction

JURISDICTION	IMPACT	DESCRIPTION
Grayson County	Substantial	It is anticipated that the Grayson County could anticipate an impact of “Minor” with critical facilities shut down for one week or more and more than 10 percent of property would be destroyed or damaged. Any injuries or illness would not result in permanent disability. However, one fatality and one injury from past events indicate an impact of “Substantial” with multiple deaths possible depending on the size and severity of the event.
City of Bells	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Collinsville	Substantial	The City of Collinsville can anticipate an impact of “Limited” with critical facilities shut down for 24-jours or less and less than 10 percent of property destroyed or substantially damaged. However, 2 historic fatalities indicate an impact of “Substantial” with multiple deaths possible depending on the size and severity of the event.
City of Denison	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Dorchester	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.

JURISDICTION	IMPACT	DESCRIPTION
City of Gunter	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Howe	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Knollwood	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Pottsboro	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Sadler	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Sherman	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Southmayd	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Tioga	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Tom Bean	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Van Alstyne	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.

JURISDICTION	IMPACT	DESCRIPTION
City of Whitesboro	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
City of Whitewright	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If critical facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Bell ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Collinsville ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Denison ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Gunter ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Howe ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Pottsboro ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
S&S CISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Sherman ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Tioga ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24

JURISDICTION	IMPACT	DESCRIPTION
		hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Tom Bean ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Van Alstyne ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Whitesboro ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.
Whitewright ISD	Limited	Any injuries or illnesses would be treatable with first aid, with minor quality of life lost. If ISD facilities are shut down it would be for 24 hours or less, and it is expected that less than 10 percent of property would be destroyed or damaged.

ASSESSMENT OF IMPACTS

Flooding is the deadliest natural disaster that occurs in the U.S. each year, and it poses a constant and significant threat to the health and safety of the people in the Grayson County planning area. Worsening flood conditions can be frequently associated with a variety of impacts, including:

- Flood-related rescues may be necessary at swift and low water crossings or in flooded neighborhoods where roads have become impassable, placing first responders in harm's way.
- Evacuations may be required for entire neighborhoods because of rising floodwaters, further taxing limited response capabilities and increasing sheltering needs for displaced residents.
- Health risks and threats to residents are elevated after the flood waters have receded due to contaminated flood waters (untreated sewage and hazardous chemicals) and mold growth typical in flooded buildings and homes.
- Significant flood events often result in widespread power outages increasing the risk to more vulnerable portions of the population who rely on power for health and/or life safety.
- Extended power outage can result in an increase in structure fires and/or carbon monoxide poisoning as individuals attempt to cook or heat their home with alternate, unsafe cooking or heating devices, such as grills.
- Floods can destroy or make residential structures uninhabitable, requiring shelter or relocation of residents in the aftermath of the event.

- First responders are exposed to downed power lines, contaminated and potentially unstable debris, hazardous materials, and generally unsafe conditions, elevating the risk of injury to first responders and potentially diminishing emergency response capabilities.
- Emergency operations and services may be significantly impacted due to damaged facilities.
- Significant flooding can result in the inability of emergency response vehicles to access areas of the community.
- Critical staff may suffer personal losses or otherwise be impacted by a flood event and unable to report for duty, limiting response capabilities.
- City or county departments may be flooded, delaying response and recovery efforts for the entire community.
- Private sector entities that the jurisdiction and its residents rely on, such as utility providers, financial institutions, and medical care providers may not be fully operational and may require assistance from neighboring communities until full services can be restored.
- Damage to infrastructure may slow economic recovery since repairs may be extensive and lengthy.
- Some businesses not directly damaged by the flood may be negatively impacted while utilities are being restored or water recedes, further slowing economic recovery.
- When the community is affected by significant property damage it is anticipated that funding would be required for infrastructure repair and restoration, temporary services and facilities, overtime pay for responders, and normal day-to-day operating expenses.
- Displaced residents may not be able to immediately return to work, further slowing economic recovery.
- Residential structures substantially damaged by a flood may not be rebuilt for years and uninsured or underinsured residential structures may never be rebuilt, reducing the tax base for the community.
- Large floods may result in a dramatic population fluctuation, as people are unable to return to their homes or jobs and must seek shelter and/or work outside of the affected area.
- Businesses that are uninsured or underinsured may have difficulty reopening, which results in a net loss of jobs for the community and a potential increase in the unemployment rate.
- Flooding may cause significant disruptions of clean water and sewer services, elevating health risks and delaying recovery efforts.
- The psycho-social effects on flood victims and their families can traumatize them for long periods of time, creating long term increases in medical treatment and services.
- Extensive or repetitive flooding can lead to decreases in property value for the affected community.
- Flood poses a potential catastrophic risk to annual and perennial crop production and overall crop quality leading to higher food costs.
- Flood related declines in production may lead to an increase in unemployment.
- Large floods may result in loss of livestock, potential increased livestock mortality due to stress and water borne disease, and increased cost for feed.

- Recreation activities at location such as Eisenhower State Park or Waterloo Lake Regional Park may be unavailable and tourism can be unappealing for years following a large flood event, devastating directly related local businesses and negatively impaction economic recovery.
- Locations such as Hagerman Wildlife Refuge may suffer significant wildlife mortality during and following a flood due to damaged or destroyed ecosystems and water contamination.

The overall extent of damage caused by floods is dependent on the extent, depth and duration of flooding, and the velocities of flows in the flooded areas. The level of preparedness and pre-event planning done by government, businesses, and citizens will contribute to the overall economic and financial conditions in the aftermath of a flood event.

CLIMATE CHANGE CONSIDERATIONS

River flooding in Texas is projected to have no substantial change through 2036. This is in large part due to the construction of dams and reservoirs for flood management in the 20th century. There is a mixture of historical trends categorized by season, with no one clear trend to project. In addition, meteorological drivers of river flooding (increased rainfall intensity, decreased soil moisture) are projected to have competing influences. On balance, if an increasing trend is present in river flooding, it will be at the most extreme flood events or in the wettest parts of the state where there is so much rainfall that a decrease in soil moisture would have little mitigating impact.[6]

NATIONAL FLOOD INSURANCE PROGRAM (NFIP) PARTICIPATION

Flood insurance offered through the National Flood Insurance Program (NFIP) is one of the best ways for home and business owners to protect themselves financially against the flood hazard. Grayson County and the Cities of Collinsville, Denison, Gunter, Howe, Pottsboro, Sherman, Southmayd, Tioga, Van Alstyne, and Whitewright are currently participating in the NFIP and are in good standing. The Cities of Bells, Dorchester, Knollwood, Sadler, Tom Bean, and Whitesboro are not currently participating in the NFIP.

The City of Knollwood is not currently mapped. The Cities of Bells, Sadler, and Whitesboro all have very little development in the floodplain (less than 5 structures). The City of Dorchester and the City of Tom Beam have no development in the floodplain. These communities do not currently have the governmental capacity to administer the NFIP program with little to no development located in the SFHA. Each community will continue to monitor development as well as changes in floodplain mapping and localized flooding on a regular basis in evaluating the needs of the community. Each municipality will consider joining the NFIP if the needs of the community necessitate it.

Grayson County and the Cities of Collinsville, Denison, Gunter, Howe, Pottsboro, Sherman, Southmayd, Tioga, Van Alstyne, and Whitewright currently have adopted the minimum NFIP

[6] Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036, Texas A&M University Office of the Texas State Climatologist, 2021 update.

standards. These jurisdictions are considering adopting additional higher regulatory NFIP standards to limit floodplain development.

The flood hazard areas throughout the planning area are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, of which adversely affect public safety.

These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood-proofed, or otherwise protected from flood damage. Mitigation actions are included to address flood maintenance issues as well, including routinely clearing debris from drainage systems and bridges and expanding drainage culverts and storm water structures to convey flood waters more adequately. Refer to Section 17 for each of the flood mitigation actions that were considered.

It is the purpose of Grayson County and all participating jurisdictions to continue to promote public health, safety, and general welfare by minimizing public and private losses due to flood conditions in specific areas. The NFIP participating jurisdictions in the Plan is guided by their local Flood Damage Prevention Ordinance. Each community will continue to comply with NFIP requirements through their local permitting, inspection, and record-keeping requirements for new and substantially developed construction. Further, the NFIP program promotes sound development in floodplain areas and includes provisions designed to:

- Protect human life and health;
- Minimize expenditure of public money for costly flood control projects;
- Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- Minimize prolonged business interruptions;
- Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in floodplains;
- Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- Ensure that potential buyers are notified that property is in a flood area.

In order to accomplish these tasks, Grayson County and all participating jurisdictions seek to follow these guidelines to achieve flood mitigation by:

- Restrict or prohibit uses that are dangerous to health, safety, or property in times of flood, such as filling or dumping, that may cause excessive increases in flood heights and/or velocities;
- Require that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction as a method of reducing flood losses;
- Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- Control filling, grading, dredging, and other development, which may increase flood damage; and
- Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

NFIP COMPLIANCE AND MAINTENANCE

As mentioned, Grayson County and all participating jurisdictions in the NFIP have developed mitigation actions that relate to either NFIP maintenance or compliance. Compliance and maintenance actions can be found in Section 18.

Flooding was identified as a high-risk hazard during hazard ranking activities at the Risk Assessment Workshop by the vast majority of the planning team. As such, many of the mitigation actions were developed with flood mitigation in mind. A majority of these flood actions address compliance with the NFIP and implementing flood awareness programs. The Grayson County planning area, including participating jurisdictions and ISDs, recognizes the need and is continually working towards adopting higher NFIP regulatory standards to further minimize flood risk in their community.

In addition, the Grayson County planning area is focusing on public flood awareness activities. This includes promoting the availability of flood insurance by placing NFIP brochures and flyers in public libraries or public meeting places around the city.

Grayson County and all NFIP participating jurisdictions have a designated floodplain administrator (Table 9-9). The floodplain administrator for the planning area will continue to maintain compliance with the NFIP including continued floodplain administration, zoning ordinances, and development regulation. The floodplain ordinance adopted by the county and participating jurisdictions outlines the requirements for development in special flood hazard areas.

Table 9-9. Floodplain Administrators

JURISDICTION	TITLE	PERMIT AUTHORITY
Grayson County	Public Works Director/Floodplain Administrator	Yes
City of Bells	Not Participating	Yes
City of Collinsville	Police Chief/Floodplain Administrator	Yes
City of Denison	Public Works Director /Floodplain Administrator	Yes
City of Dorchester	Not Participating	Yes
City of Gunter	City Manager/Floodplain Administrator	Yes
City of Howe	City Administrator/Floodplain Administrator	Yes
City of Knollwood	Not Participating	No
City of Pottsboro	City Manager/Floodplain Administrator	Yes
City of Sadler	Not Participating	No
City of Sherman	Assistant City Engineer/Floodplain Administrator	Yes
City of Southmayd	Mayor/Floodplain Administrator	Yes
City of Tioga	City Secretary/Floodplain Administrator	Yes

JURISDICTION	TITLE	PERMIT AUTHORITY
City of Tom Bean	Not Participating	Yes
City of Van Alstyne	City Engineer/Floodplain Administrator	Yes
City of Whitesboro	Not Participating	Yes
City of Whitewright	Public Works Director/Floodplain Administrator	Yes

In accordance with local flood damage prevention ordinances, each floodplain administrator responsibilities include:

- Permitting and inspecting construction activity in the floodplain
- Ensuring conformance with floodplain permit requirements
- Enforcing floodplain regulations
- Identifying Substantially Damaged structures and ensuring compliance during reconstruction
- Identifying Substantial Improvements in proposed development permit applications and ensuring compliance
- Providing floodplain map and flood insurance information to the public
- Coordinating with FEMA to maintain the community's participation in the NFIP
- Keeping records of construction in the floodplain

Each jurisdiction's flood damage prevention ordinance includes standard language defining substantial damage and substantial improvement using the minimum required threshold of fifty percent of market value.

REPETITIVE LOSS

The Severe Repetitive Loss (SRL) Grant Program under FEMA provides federal funding to assist states and communities in implementing mitigation measures to reduce or eliminate the long-term risk of flood damage to severe repetitive loss residential structures insured under the NFIP. The Texas Water Development Board (TWDB) administers the SRL grant program for the State of Texas. One of the goals of the FMA program is to reduce the burden of repetitive loss and severe repetitive loss properties on the NFIP through mitigation activities that significantly reduce or eliminate the threat of future flood damages.

Repetitive Loss properties are defined as structures that are:

- Any insurable building for which 2 or more claims of more than $1,000 each, paid by the National Flood Insurance Program (NFIP) within any 10-year period, since 1978;
- May or may not be currently insured under the NFIP.

Severe Repetitive Loss properties are defined as residential properties that are:

- Covered under the NFIP and have at least four flood related damage claim payments (building and contents) over $5,000.00 each, and the cumulative amount of such claims payments exceed $20,000; or

- At least two separate claim payments (building payments only) have been made with the cumulative amount of the building portion of such claims exceeding the market value of the building.

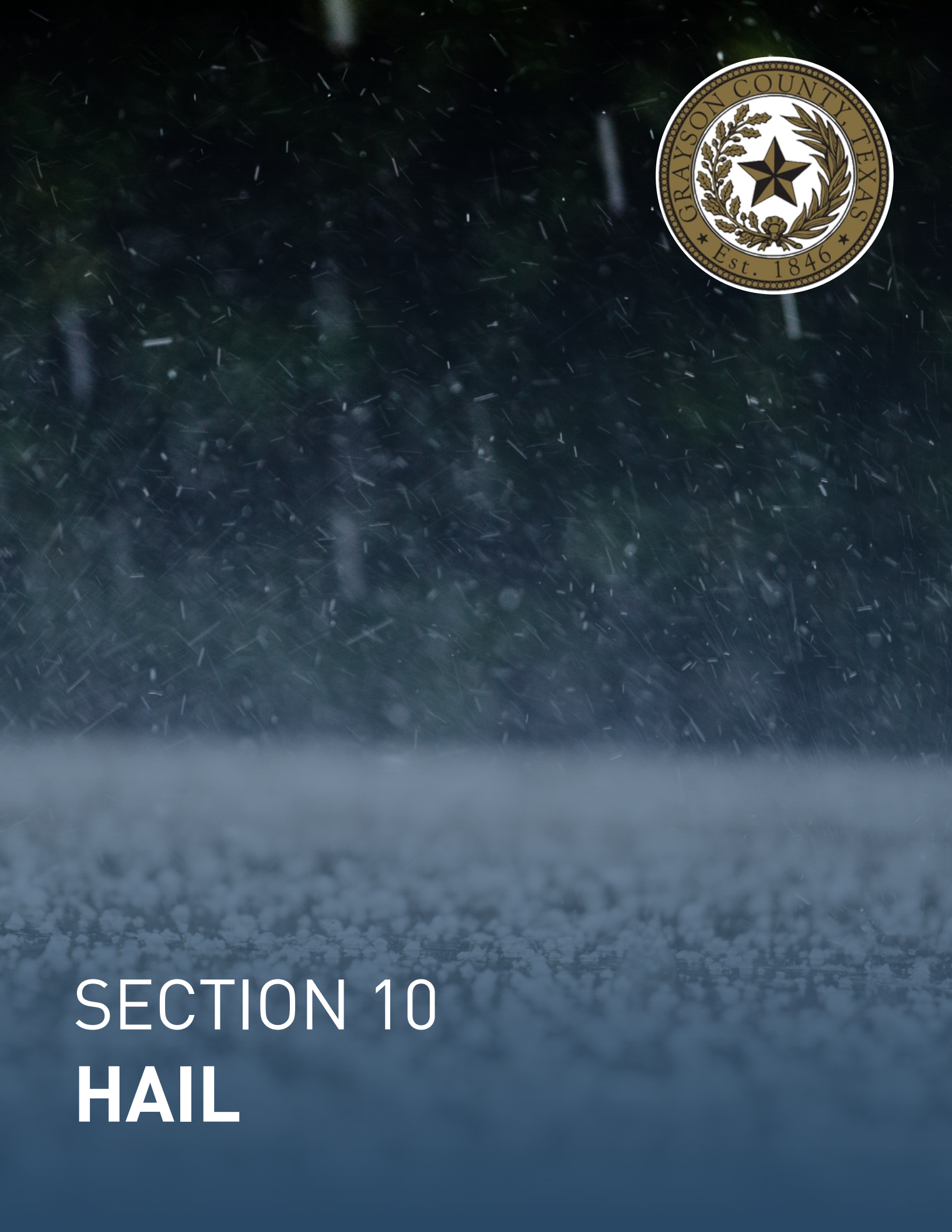
In either scenario, at least two of the referenced claims must have occurred within any ten-year period and must be greater than 10 days apart.[7] Table 9-10 shows repetitive loss and severe repetitive loss properties for the Grayson County planning area.

Table 9-10. Repetitive Loss and Severe Repetitive Loss Properties

JURISDICTION	BUILDING TYPE	NUMBER OF STRUCTURES	NUMBER OF CLAIMS
Grayson County	Assumed Condo	1	8
	Single Family	1	2
City of Bells	-	-	-
City of Collinsville	-	-	-
City of Denison	Non-Residential	1	6
City of Dorchester	-	-	-
City of Gunter	Single Family	1	2
City of Howe	Single Family	1	2
City of Knollwood	-	-	-
City of Pottsboro	Non-Residential	2	6
City of Sadler	-	-	-
City of Sherman	Single Family	16	48
	Non-Residential	9	37
	Other Residential	2	5
	Assumed Condo	2	7
	2-4 Family	7	28
City of Southmayd	-	-	-
City of Tioga	-	-	-
City of Tom Bean	-	-	-
City of Van Alstyne	-	-	-

[7] Source: Texas Water Development Board

JURISDICTION	BUILDING TYPE	NUMBER OF STRUCTURES	NUMBER OF CLAIMS
City of Whitesboro	Single Family	1	2
City of Whitewright	-	-	-



SECTION 10

HAIL

SECTION 10: HAIL

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HAZARD DESCRIPTION



Hailstorm events are a potentially damaging outgrowth of severe thunderstorms. During the developmental stages of a hailstorm, ice crystals form within a low-pressure front due to the rapid rising of warm air into the upper atmosphere, and the subsequent cooling of the air mass. Frozen droplets gradually accumulate into ice crystals until they fall as precipitation that is round or irregularly shaped masses of ice typically greater than 0.75 inches in diameter. The size of hailstones is a direct result of the size and severity of the storm. High velocity updraft winds are required to keep hail in suspension in thunderclouds. The strength of the updraft is a by-product of heating on the Earth's surface. Higher temperature gradients above Earth's surface result in increased suspension time and hailstone size.

According to the National Insurance Crime Bureau (NICB), between 2018 and 2020 the State of Texas had the greatest number of hail loss claims in the U.S. with 605,866 loss claims (23 percent of total hail claims in the U.S.) due to hail events. In this two-year period Texas experienced a total of 584 severe hail days. Five of the top ten cities for hail loss claims between 2017 and 2019 were in Texas, three of which were in the Dallas-Fort Worth metropolitan area.[1]

In 2021, 6.8 million properties in the U.S. experienced one or more damaging hail events, resulting in a total of $16.5 billion in insured losses. Texas had the highest number of properties affected by hail with over 1.5 million properties or 17 percent of total properties in the state affected; an increase of 80,000 properties affected between 2020 and 2021. Texas hailstorms accounted for almost a quarter of total U.S. properties affected by hail in 2021.

LOCATION

Hailstorms are an extension of severe thunderstorms that could potentially cause severe damage. As a result, they are not confined to any specific geographic location and can vary greatly in size, location, intensity, and duration. Therefore, the entire Grayson County planning area, including

[1] Manasek, Thomas, "2018-2020 United States Hail Loss Claims and Questionable Claims" (National Insurance Crime Bureau, March 15, 2021). http://www.rmiia.org/downloads/PUBLIC%202018%20-%202020%20Hail%20foreCAST-%20TJM.pdf

participating jurisdictions and ISDs, is equally at risk to the hazard of hail. Refer to Figure 10-1 for the location of past hail events in the planning area.

EXTENT

The National Weather Service (NWS) classifies a storm as "severe" if there is hail three-quarters of an inch in diameter (approximately the size of a penny) or greater, based on radar intensity or as seen by observers. The intensity category of a hailstorm depends on hail size and the potential damage it could cause, as depicted in the National Centers for Environmental Information (NCEI) Intensity Scale in Table 10-1.

Table 10-1. Hail Intensity and Magnitude[2]

SIZE CODE	INTENSITY CATEGORY	SIZE (Diameter Inches)	DESCRIPTIVE TERM	TYPICAL DAMAGE
H0	Hard Hail	Up to 0.33	Pea	No damage
H1	Potentially Damaging	0.33 – 0.60	Marble	Slight damage to plants and crops
H2	Potentially Damaging	0.60 – 0.80	Dime	Significant damage to plants and crops
H3	Severe	0.80 – 1.20	Nickel	Severe damage to plants and crops
H4	Severe	1.2 – 1.6	Quarter	Widespread glass and auto damage
H5	Destructive	1.6 – 2.0	Half Dollar	Widespread destruction of glass, roofs, and risk of injuries
H6	Destructive	2.0 – 2.4	Ping Pong Ball	Aircraft bodywork dented and brick walls pitted
H7	Very Destructive	2.4 – 3.0	Golf Ball	Severe roof damage and risk of serious injuries
H8	Very Destructive	3.0 – 3.5	Hen Egg	Severe damage to all structures
H9	Super Hailstorms	3.5 – 4.0	Tennis Ball	Extensive structural damage, could cause fatal injuries
H10	Super Hailstorms	4.0 +	Baseball	Extensive structural damage, could cause fatal injuries

The intensity scale in Table 10-1 ranges from H0 to H10, with increments of intensity or damage potential in relation to hail size (distribution and maximum), texture, fall speed, speed of storm translation, and strength of the accompanying wind. Based on the best available data regarding the previous occurrences for the area, the Grayson County planning area, including participating

[2] NCEI Intensity Scale, based on the TORRO Hailstorm Intensity Scale.

jurisdictions and ISDs, may experience hailstorms ranging from an H0 (pea size) to an H10 (baseball size). The largest hail event in the Grayson County planning area took place on April 21,1996 and resulted in hail measuring 4.5 inches in diameter, or a H10, which is considered a very destructive hailstorm that can cause severe damages to structures. Refer to the Historical Occurrences section below for more details on this event. This is likely the greatest extent the planning area can anticipate in the future.

HISTORICAL OCCURRENCES

Historical evidence shown in Figure 10-1 demonstrates that the planning area is vulnerable to hail events overall. Historical events with reported damages, injuries, or fatalities are shown in Table 10-2. A total of 370 reported historical hail events impacted the Grayson County planning area, including participating jurisdictions and ISDs, between 1955 through 2022; these events were reported to NCEI and NOAA databases and may not represent all hail events to have occurred during the past 67.5 years. Only those events for the Grayson County planning area with latitude and longitude available were plotted (Figure 10-1).

Historical hail data for the participating ISDs are provided within the County or municipality events per the NCEI database as they do not have events reported separate and apart from those jurisdictions. There have been no reported losses as a result of hail events for or any of the participating ISD participating in this planning process.

Figure 10-1. Spatial Historical Hail Events, 1955-2022

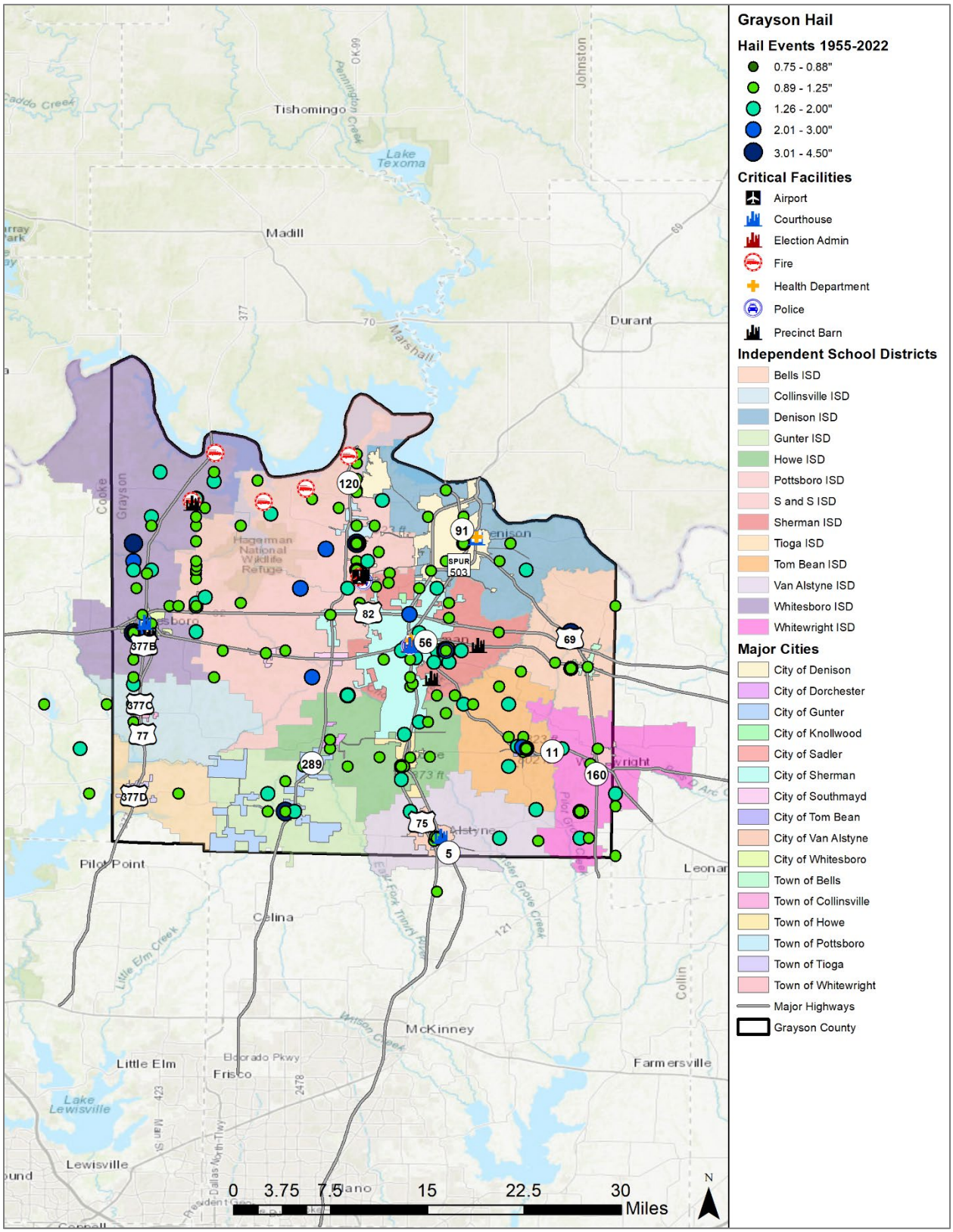


Table 10-2. Historical Hail Events, 1955-2022[3]

JURISDICTION	DATE	MAGNITUDE (Inches)	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	4/29/1995	0	0	0	$38,995,523	$0
Grayson County	4/21/1996	2.75	0	0	$56,847	$0
City of Gunter	5/11/1999	4	0	0	$89,101	$0
City of Whitesboro	4/5/2003	2.75	0	0	$402,844	$0
City of Sherman	4/6/2003	2.75	0	0	$16,113,765	$0
City of Pottsboro	3/30/2006	1.75	0	0	$7,412	$0
City of Pottsboro	3/30/2006	2.75	0	0	$14,823	$0
City of Whitesboro	4/28/2006	3	0	0	$44,095	$0
Grayson County	3/26/2009	2.75	0	0	$34,809	$0
Grayson County	3/26/2009	2.75	0	0	$34,809	$0
City of Sherman	5/8/2009	1.75	0	0	$6,925	$0
City of Tioga	5/8/2009	1.75	0	0	$6,925	$0
City of Tom Bean	5/8/2009	2.75	0	0	$20,774	$0
City of Tom Bean	5/8/2009	2	0	0	$5,540	$0
City of Whitewright	5/8/2009	1.75	0	0	$6,925	$0
City of Tioga	10/6/2009	1.75	0	0	$6,850	$0
City of Whitesboro	4/14/2011	1.75	0	0	$17,119	$0
City of Sherman	4/19/2011	1.75	0	0	$52,675	$0
City of Sherman	5/24/2011	1.75	0	0	$10,486	$0
City of Sherman	5/24/2011	2.75	0	0	$52,428	$0
City of Whitesboro	5/24/2011	1.75	0	0	$6,553	$0
City of Denison	2/3/2012	1	0	0	$1,301	$0
City of Denison	2/3/2012	1	0	0	$1,301	$0
City of Sherman	2/3/2012	1.75	0	0	$22,116	$0
City of Sherman	2/3/2012	2	0	0	$13,009	$0

[3] Only recorded events with damages are listed. No reports of injuries or fatalities were recorded in the NCEI database.

SECTION 10: HAIL

JURISDICTION	DATE	MAGNITUDE (Inches)	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
City of Sherman	2/3/2012	2	0	0	$13,009	$0
Grayson County	3/31/2013	0.88	0	0	$0	$2,545
Grayson County	3/23/2016	1.75	0	0	$6,219	$0
City of Denison	4/29/2016	1.75	0	0	$30,946	$0
Grayson County	5/29/2016	2	0	0	$6,164	$0
Grayson County	5/29/2016	1.75	0	0	$3,699	$0
City of Pottsboro	4/6/2018	1.75	0	0	$11,821	$0
City of Tom Bean	4/13/2018	1.75	0	0	$11,821	$0
City of Denison	8/13/2019	1	0	0	$19,625	$0
Grayson County	8/16/2020	1.75	0	0	$56,974	$0
Grayson County	5/3/2021	1.5	0	0	$2,200	$0
TOTALS		**(Max Extent)**	**0**	**0**	**$56,187,433**	**$2,545**

Table 10-3. Historical Hail Events Summary, 1955-2022

JURISDICTION	NUMBER of EVENTS	MAGNITUDE (Inches)	INJURIES	DEATHS	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	148	4.5	0	0	$39,197,244	$2,545
City of Bells	8	1.25	0	0	$0	$0
City of Collinsville	9	1.75	0	0	$0	$0
City of Denison	24	1.75	0	0	$53,173	$0
City of Dorchester	3	1.25	0	0	$0	$0
City of Gunter	11	4	0	0	$89,101	$0
City of Howe	9	1.75	0	0	$0	$0
City of Knollwood	0	-	-	-	-	-
City of Pottsboro	24	4.5	0	0	$34,056	$0
City of Sadler	15	1.75	0	0	$0	$0
City of Sherman	48	2.75	0	0	$16,284,413	$0
City of Southmayd	2	1	0	0	$0	$0

JURISDICTION	NUMBER of EVENTS	MAGNITUDE (Inches)	INJURIES	DEATHS	PROPERTY DAMAGE	CROP DAMAGE
City of Tioga	11	1.75	0	0	$13,775	$0
City of Tom Bean	16	2.75	0	0	$38,135	$0
City of Van Alstyne	14	1.25	0	0	$0	$0
City of Whitesboro	24	2.75	0	0	$470,611	$0
City of Whitewright	4	1.75	0	0	$6,925	$0
TOTAL LOSSES	**370**	**(Max Extent)**	**0**	**0**	**$56,189,978**	

Based on the list of historical hail events for the Grayson County planning area (listed above), including participating jurisdictions and ISDs, 103 of the events have occurred since 2012 Plan according to reports in the NCEI database. The most significant event in relation to damages occurred on April 29, 1995 with just under $39 million in damages (2022 dollars). The City of Sherman had the greatest number of events (48) over the reporting period aside from the County reporting (148) which often includes events impacting multiple incorporated and unincorporated areas.

SIGNIFICANT EVENTS

August 16, 2020 – Grayson County

Thunderstorms developed along a pre-frontal trough in advance of a rare August cold front on the afternoon of Sunday August 16th. Several storms became severe, producing mainly damaging winds along with quarter-sized hail for areas generally along and north of Interstate 20. Reports indicated golf-ball sized hail approximately 3 miles northwest of the City of Van Alstyne. A total of $56,974 (2022 dollars) was reported in damages.

April 29, 2016 – City of Denison

A warm front and a dry line combined to produce another round of severe weather across the region. Three tornadoes occurred on April 29th producing relatively minor damage equivalent to EF0 damage. Reports of golf ball sized hail in the City of Denison. Damages were estimated at $30,946 (2022 dollars).

May 24, 2011 – City of Sherman and City of Whitesboro

A strong upper level disturbance approaching from the west interacted with a dryline across the western portions of north Texas, and the first round of storms began to develop in the western counties. The first two rounds of storms remained along and north of Interstate 20 but the third round of storms later that night moved through most of the region as a line of storms. Three separate impacts were reported for this storm cell with damage estimates totaling $69,467 (2022 dollars).

PROBABILITY OF FUTURE EVENTS

Based on available records of historic events, 370 events in a 68-year reporting period for Grayson County provides an average annual occurrence of five to six events per year. This

frequency supports a highly likely probability of future events for the Grayson County planning area, including participating jurisdictions and ISDs. See additional information on climate change at the end of this section.

VULNERABILITY AND IMPACT

Much of the damage inflicted by hail is to crops. Even relatively small hail can shred plants to ribbons in a matter of minutes. Vehicles, roofs of buildings and homes, and landscaping are most commonly damaged by hail.

Utility systems on roofs at school districts and of county-wide buildings and critical facilities would be vulnerable and could be damaged. Hail could cause a significant threat to people as they could be struck by hail and falling trees and branches. Outdoor activities and events may elevate the risk to residents and visitors when a hailstorm strikes with little warning. Portable buildings typically utilized by schools and commercial sites such as construction areas would be more vulnerable to hail events than the typical site-built structures.

The Grayson County planning area features mobile or manufactured home parks throughout the planning area. These parks are typically more vulnerable to hail events than typical site-built structures. In addition, manufactured homes are located sporadically throughout the planning area including all participating jurisdictions which would also be more vulnerable. The U.S. Census data indicates a total of 5,538 (9.6 percent of total housing stock) manufactured homes located in the Grayson County planning area. In addition,48.3 percent (approximately 27,977 structures) of the housing structures in the Grayson County planning area were built before 1980. These structures would typically be built to lower or less stringent construction standards than newer construction and may be more susceptible to damages during significant wind events.

Table 10-4. Structures at Greater Risk by Participating Jurisdiction

JURISDICTION	MANUFACTURED HOMES	SFR STRUCTURES BUILT BEFORE 1980[4]
Grayson County	5,538	27,977
City of Bells	40	368
City of Collinsville	23	352
City of Denison	249	7,241
City of Dorchester	0	11
City of Gunter	38	147
City of Howe	264	566
City of Knollwood	125	50
City of Pottsboro	61	327

[4] Manufactured structures and/or portable building numbers are reported by each participating ISD.

JURISDICTION	MANUFACTURED HOMES	SFR STRUCTURES BUILT BEFORE 1980[4]
City of Sadler	51	70
City of Sherman	473	10,082
City of Southmayd	421	60
City of Tioga	4	140
City of Tom Bean	9	276
City of Van Alstyne	60	702
City of Whitesboro	40	905
City of Whitewright	45	611
Bell ISD	0	0
Collinsville ISD	0	Unavailable
Denison ISD	0	8
Gunter ISD	3	Unavailable
Howe ISD	4	2
Pottsboro ISD	1	2
S&S CISD	0	1
Sherman ISD	0	Unavailable
Tioga ISD	2	3
Tom Bean ISD	2	4
Van Alstyne ISD	0	1
Whitesboro ISD	5	Unavailable
Whitewright ISD	0	Unavailable

While all citizens are at risk to the impacts of a hail, forced relocation and disaster recovery drastically impacts low-income residents who lack the financial means to travel, afford a long-term stay away from home, and to rebuild or repair their homes. An estimated 12 percent of the planning area population live below the poverty level (Table 10-5). While warning times for this type of hazard events should be substantial enough for these individuals to seek shelter, individuals who work and recreate outside (Table 10-6) are also vulnerable to potential impacts of a hail event.

Table 10-5. Populations at Greatest Risk by Jurisdiction[5]

JURISDICTION	POPULATION BELOW POVERTY LEVEL
Grayson County	16,265
City of Bells	195
City of Collinsville	205
City of Denison	4,431
City of Dorchester	0
City of Gunter	113
City of Howe	1,007
City of Knollwood	162
City of Pottsboro	204
City of Sadler	33
City of Sherman	5,936
City of Southmayd	202
City of Tioga	85
City of Tom Bean	72
City of Van Alstyne	201
City of Whitesboro	301
City of Whitewright	378

Table 10-6. Outdoor Employees by Participating ISDs

ISD	EMPLOYEES WORKING OUTDOORS
Bell ISD	24
Collinsville ISD	10
Denison ISD	212
Gunter ISD	60
Howe ISD	15

[5] US Census Bureau 2021 data for Grayson County

ISD	EMPLOYEES WORKING OUTDOORS
Pottsboro ISD	53
S&S CISD	25
Sherman ISD	75
Tioga ISD	30
Tom Bean ISD	21
Van Alstyne ISD	20
Whitesboro ISD	40

The following critical facilities would be vulnerable to hail events in the Grayson County planning areas, including participating jurisdictions and ISDs. For a comprehensive list by participating entity please see Appendix C.

Table 10-7. Critical Facilities Vulnerable to Hail

CRITICAL FACILITIES	POTENTIAL IMPACTS
Emergency Response Departments (EOC, Fire, Police, EMS), Hospitals	• Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications. • Emergency vehicles can be damaged by hailstones. • Power outages could disrupt communications, delaying emergency response times. • Accumulated hail on the streets may impede emergency response vehicle access to areas. • Extended power outages and evacuations may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.
Airport, Academic Institutions, Community Residential Facilities, Day Care Facilities, Evacuation Centers & Shelters, Governmental Facilities	• Structures can be damaged by hailstones. • Power outages could disrupt critical care. • Backup power sources could be damaged. • Evacuations may be necessary due to extended power outages, gas line ruptures, or structural damage to facilities. • Power outages and infrastructure damage may prevent larger airports from acting as temporary command centers for logistics, communications, and emergency operations. • Temporary break in operations may significantly inhibit post event evacuations. • Damaged or destroyed highway infrastructure may substantially increase the need for airport operations.
Commercial Suppliers (food, gas, etc.)	• Facilities or infrastructure may be damaged, destroyed or otherwise inaccessible. • Essential supplies like medicines, water, food, and equipment deliveries may be significantly delayed.

CRITICAL FACILITIES	POTENTIAL IMPACTS
Utility Services and Infrastructure (electric, water, wastewater, communications)	• Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications. • Power outages could disrupt communications, delaying emergency response times. • Accumulated hail on the streets may impede service response vehicle access to areas. • Extended power outages and evacuations may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.

Hail has been known to cause injury to humans and occasionally has been fatal. Overall, the average loss estimate of property and crops in the planning area is considered $56,189,978 with an average annualized loss of $826,324. Based on historic loss and damages, the impact of hail damages on the Grayson County planning area can be considered “Limited” severity of impact, meaning minor quality of life lost, critical facilities and services shut down for 24 hours or less, and less than 10 percent of property destroyed or with major damage.

Table 10-8. Estimated Annualized Losses by Jurisdiction

JURISDICTION	TOTAL PROPERTY & CROP LOSS	ANNUAL LOSS ESTIMATE
Grayson County	$39,199,789	$576,467
City of Bells	$0	$0
City of Collinsville	$0	$0
City of Denison	$53,173	$782
City of Dorchester	$0	$0
City of Gunter	$89,101	$1,310
City of Howe	$0	$0
City of Knollwood	$0	$0
City of Pottsboro	$34,056	$501
City of Sadler	$0	$0
City of Sherman	$16,284,413	$239,477
City of Southmayd	$0	$0
City of Tioga	$13,775	$203
City of Tom Bean	$38,135	$561
City of Van Alstyne	$0	$0

JURISDICTION	TOTAL PROPERTY & CROP LOSS	ANNUAL LOSS ESTIMATE
City of Whitesboro	$470,611	$6,921
City of Whitewright	$6,925	$102
Planning Area	**$56,189,978**	**$826,324**

ASSESSMENT OF IMPACTS

Hail events have the potential to pose a significant risk to people and can create dangerous situations Hail conditions can be frequently associated with a variety of impacts, including:

- Hail may create hazardous road conditions during and immediately following an event, delaying first responders from providing for or preserving public health and safety.
- Individuals and first responders who are exposed to the storm may be struck by hail, falling branches, or downed trees resulting in injuries or possible fatalities.
- Residential structures can be damaged by falling branches, which can result in physical harm to occupants.
- Large hail events will likely cause extensive roof damage to residential structures along with siding damage and broken windows, creating a spike in insurance claims and a rise in premiums.
- Automobile damage may be extensive depending on the size of the hail and length of the storm.
- Hail events can result in power outages over widespread areas increasing the risk to more vulnerable portions of the population who rely on power for health and/or life safety.
- Extended power outage can result in an increase in structure fires and/or carbon monoxide poisoning, as individuals attempt to cook or heat their home with alternate, unsafe cooking or heating devices, such as grills.
- First responders are exposed to downed power lines, damaged structures, hazardous spills, and debris that often accompany hail events, elevating the risk of injury to first responders and potentially diminishing emergency response capabilities.
- Downed power lines and large debris, such as downed trees, can result in the inability of emergency response vehicles to access areas of the community.
- Hazardous road conditions may prevent critical staff from reporting for duty, limiting response capabilities.
- Economic disruption negatively impacts the programs and services provided by the community due to short- and long-term loss in revenue.
- Some businesses not directly damaged by the hail event may be negatively impacted while roads are cleared and utilities are being restored, further slowing economic recovery.
- Businesses that are more reliant on utility infrastructure than others may suffer greater damage without a backup power source.
- Hazardous road conditions will likely lead to increases in automobile accidents, further straining emergency response capabilities.
- Depending on the severity and scale of damage caused by large hail events, damage to power transmission and distribution infrastructure can require days or weeks to repair.

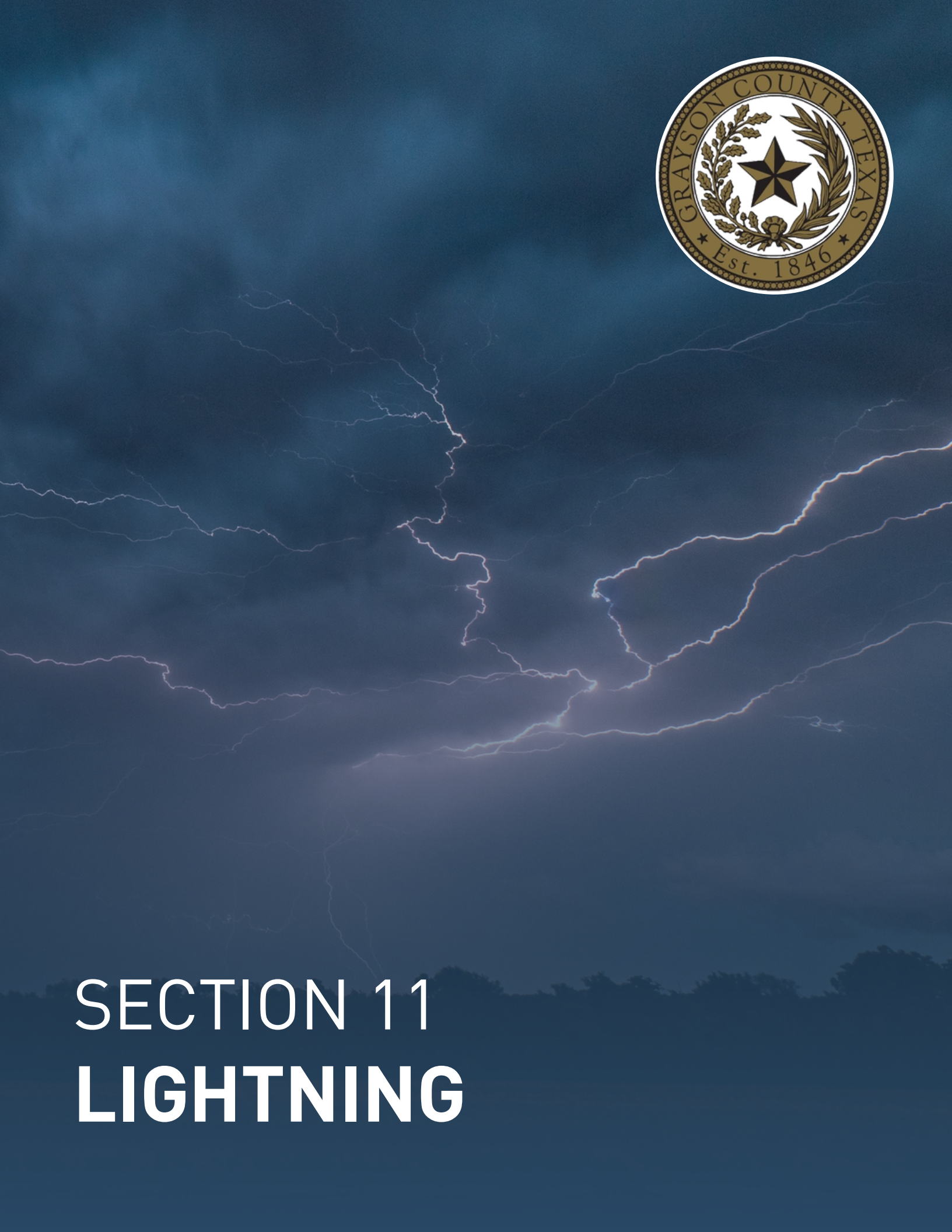
- A significant hail event could significantly damage agricultural crops, resulting in extensive economic losses for the community and surrounding area.
- Hail events may injure or kill livestock and wildlife or destroy wildlife habitat at locations such as the Hagerman National Wildlife Refuge.
- A large hail event could impact the accessibility of recreational areas and parks due to extended power outages or debris clogged access roads.
- Historical sites and properties, a total of 9 buildings and sites, including Eisenhower's birthplace, is listed on the National Register of Historic Places and are placed at a higher risk of impact.

The economic and financial impacts of hail will depend entirely on the scale of the event, what is damaged, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning conducted by the community, local businesses, and citizens will contribute to the overall economic and financial conditions in the aftermath of any hail event.

CLIMATE CHANGE CONSIDERATIONS

While the impact of climate change on the frequency and severity hailstorm events is unclear, the increase of warmer temperatures will likely lead to less hail events during the summer months but is expected to increase the risk of large hailstones during the spring season.[6]

[6] Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036, Texas A&M University Office of the Texas State Climatologist, 2021 update.



SECTION 11
LIGHTNING

SECTION 11: LIGHTNING

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HAZARD DESCRIPTION

Lightning is a discharge of electrical energy resulting from the buildup of positive and negative charges within a thunderstorm, creating a "bolt" when the buildup of charges becomes strong enough. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit. Lightning rapidly heats the sky as it flashes but the surrounding air cools following the bolt. This rapid heating and cooling of the surrounding air causes the thunder which often accompanies lightning strikes. While most often affiliated with severe thunderstorms, lightning often strikes outside of heavy rain and might occur as far as 10 miles away from any rainfall.

According to the National Weather Service (NWS), the 10-year (2012–2021) average for fatalities is 23 people with an average of 300 injuries in the United States each year by lightning. Lightning can occur as cloud to ground flashes or as intra-cloud lightning flashes. Direct lightning strikes can cause significant damage to buildings, critical facilities, infrastructure, and communication equipment affecting emergency response. Lightning is also responsible for igniting wildfires that can result in widespread damages to property before firefighters have the ability to contain and suppress the resultant fire.

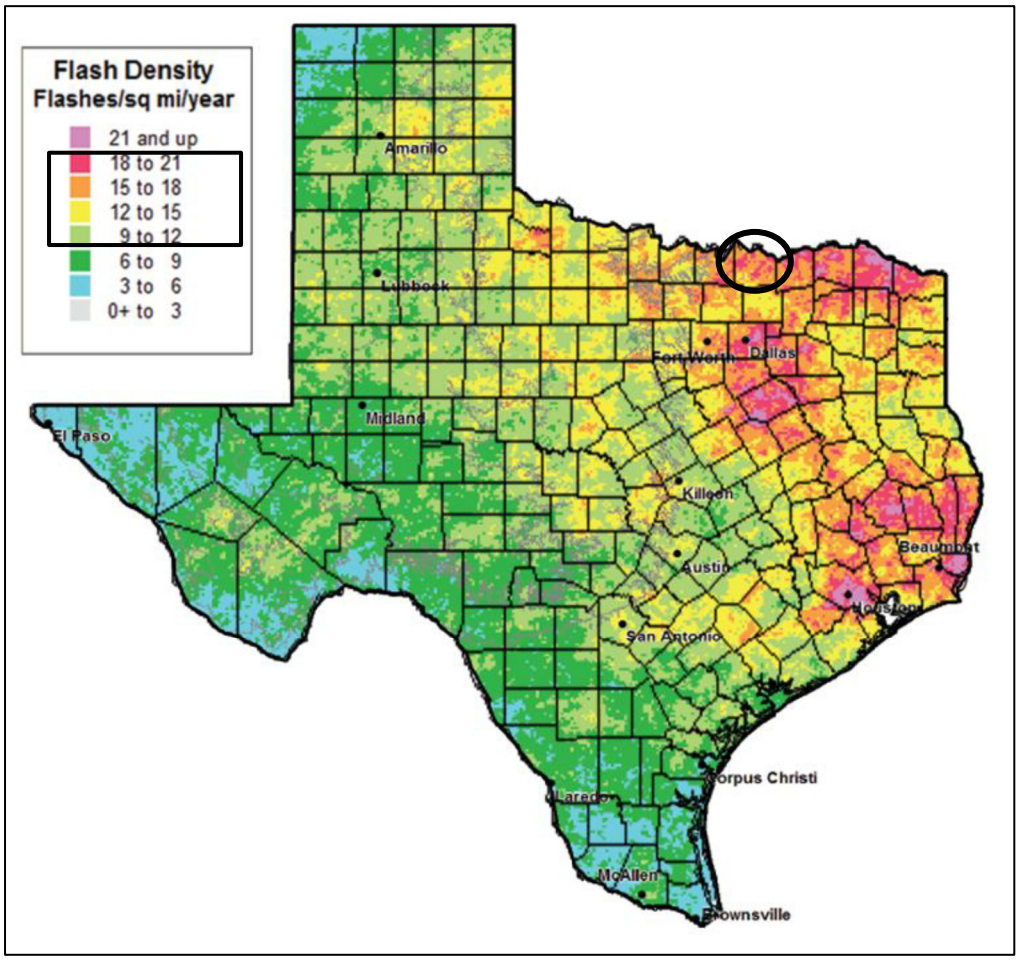
LOCATION

Lightning can strike in any geographic location and is considered a common occurrence in Texas. The Grayson County planning area, including participating jurisdictions and ISDs, is in a region of the state that is moderately susceptible to a lightning strike. Therefore, lightning could occur at any location within the entire planning area. It is assumed that the entire Grayson County planning area is uniformly exposed to the threat of lightning.

EXTENT

According to the NOAA, the average number of cloud-to-ground flashes for the State of Texas between 2006 and 2016 was 11.3 flashes per square mile. Vaisala's U.S. National Lightning Detection Network lightning flash density map (Figure 11-1) shows a range of twelve to twenty-one cloud-to-ground lightning flashes per square mile per year for the entire Grayson County planning area. This rate equates to approximately 11,194 to 19,589 flashes per year for the entire planning area.

Figure 11-1. Lightning Flash Density, 2006-2016



The extent for lightning can be expressed in terms of the number of strikes in an interval. NOAA utilizes lightning activity levels (LALs) on a scale from 1 to 6. LAL rankings reflect the frequency of cloud-to-ground lightning either forecast or observed (Table 11-1).

Table 11-1. NOAA Lightning Activity Levels (LAL)

LAL	CLOUD & STORM DEVELOPMENT	LIGHTNING STRIKES / 15 MIN
1	No thunderstorms.	-
2	Cumulus clouds are common but only a few reach the towering cumulus stage. A single thunderstorm must be confirmed in the observation area. The clouds produce mainly virga, but light rain will occasionally reach the ground. Lightning is very infrequent.	1-8
3	Towering cumulus covers less than two-tenths of the sky. Thunderstorms are few, but two to three must occur within the observation area. Light to moderate rain will reach the ground, and lightning is infrequent.	9-15

LAL	CLOUD & STORM DEVELOPMENT	LIGHTNING STRIKES / 15 MIN
4	Towering cumulus covers two to three-tenths of the sky. Thunderstorms are scattered and more than three must occur within the observation area. Moderate rain is common and lightning is frequent.	16-25
5	Towering cumulus and thunderstorms are numerous. They cover more than three-tenths and occasionally obscure the sky. Rain is moderate to heavy and lightning is frequent and intense.	>25
6	Similar to LAL 3 except thunderstorms are dry.	

The NCEI does not include the LAL for historical lightning events, therefore in order to determine the extent of lightning strikes, the yearly average range of estimated number of lightning strikes within the planning area (11,194 to 19,589 flashes) and a cloud-to-ground flash density of twelve to twenty-one per square mile were divided by the number[1] of thunderstorm events that occur annually in the planning area. Grayson County, including participating jurisdictions and ISDs, should expect an average range of five to nine lightning strikes within 15 minutes at any given time during a lightning or combined lightning and thunderstorm event, indicating lightning strikes have an average LAL range of 1 to 3. The highest being a 3 on the LAL for all participating jurisdictions to anticipate in the future.

HISTORICAL OCCURRENCES

Between 1996 and 2022, there have been thirteen recorded events for the Grayson County planning area. It is highly likely multiple lightning occurrences have gone unreported before and during the recording period. The NCEI is a national data source organized under the National Oceanic and Atmospheric Administration and considered a reliable resource for hazards. However, the flash density for the planning area along with input from local team members indicates regular lightning occurrences that simply have not been reported.

Historical lightning data for the participating ISDs are provided within the County or municipality events per the NCEI database as they do not have events reported separate and apart from those jurisdictions. There have been no reported losses as a result of lightning events for or any of the participating ISD participating in this planning process.

Table 11-2 Historical Lightning Events, 1996- 2022[2]

JURISDICTION	DATE	DEATHS	INJURIES	PROPERTY DAMAGES	CROPS DAMAGES
City of Sadler	4/12/1996	0	0	$18,949	$0
City of Van Alstyne	4/27/1998	0	0	$109,355	$0

[1] Analysis includes the highest number of events recorded in a given year during the reporting period in order to account for typical under reporting of thunderstorm and lightning events.
[2] Damages are reported in 2022 dollars.

JURISDICTION	DATE	DEATHS	INJURIES	PROPERTY DAMAGES	CROPS DAMAGES
City of Collinsville	6/14/2001	0	0	$41,597	$0
City of Sherman	9/3/2001	0	0	$0	$0
City of Southmayd	6/6/2004	0	0	$39,031	$0
City of Howe	9/28/2005	0	0	$7,449	$0
City of Denison	3/18/2006	0	0	$29,467	$0
City of Collinsville	8/6/2006	0	0	$188,829	$0
City of Sadler	4/29/2009	0	0	$69,445	$0
City of Sherman	3/19/2012	0	0	$19,367	$0
City of Denison	10/2/2014	0	1	$0	$0
City of Denison	10/2/2014	0	1	$0	$0
City of Whitesboro	5/7/2015	0	0	$12,454	$0
City of Dorchester	2017[3]	0	0	$716,355	$0
TOTALS		**0**	**2**	**$1,252,298**	**$0**

Table 11-3. Summary of Historical Lightning Events, 1996-2022

JURISDICTION	NUMBER of EVENTS	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
Grayson County	0	-	-	-	-
City of Bells	0	-	-	-	-
City of Collinsville	2	0	0	$230,426	$0
City of Denison	3	0	2	$29,467	$0
City of Dorchester[4]	1	0	0	$716,355	$0
City of Gunter	0	-	-	-	-
City of Howe	1	0	0	$7,449	$0
City of Knollwood	0	-	-	-	-
City of Pottsboro	0	-	-	-	-

[3] Dorchester city official provided event and approximate damages for an estimated 2017 event impacting the community.

JURISDICTION	NUMBER of EVENTS	DEATHS	INJURIES	PROPERTY DAMAGE	CROP DAMAGE
City of Sadler	2	0	0	$88,394	$0
City of Sherman	2	0	0	$19,367	$0
City of Southmayd	1	0	0	$39,031	$0
City of Tioga	0	-	-	-	-
City of Tom Bean	0	-	-	-	-
City of Van Alstyne	1	0	0	$109,355	$0
City of Whitesboro	1	0	0	$12,454	$0
City of Whitewright	0	-	-	-	-
TOTAL LOSSES	**13**	**0**	**2**	**$1,252,298**	

In summary, the City of Denison experienced the greatest number of lightning events (2) and the only reported injuries, based on the NCEI. The Cities of Sadler, Collinsville, and Sherman reporting the second greatest number of events (2), following the remaining participating jurisdictions of Dorchester (1), Van Alstyne (1), Southmayd (1), Howe (1), and Whitesboro (1). The remaining participating jurisdictions and ISD's did not have reported lightning events or impacts based through the NCEI database or during the planning update process. Based on the list of historical lightning events for the Grayson County planning area (listed above), including participating jurisdictions and ISDs, four events have occurred since the 2012 Plan.

SIGNIFICANT EVENTS

May 7, 2015 – City of Whitesboro

A cold front moved south out of the Texas panhandle and moved across north. The front stalled across the northwestern sections of north Texas and combined to produce severe thunderstorms including large hail, tornadoes, and flash flooding. Lightning struck a group of oil tanks in a field near the City of Whitesboro causing them to explode and destroying all tanks on site. Total damage was approximately $12,350 (2022 dollars). No injuries or fatalities were reported.

October 2, 2014 – City of Denison

Thunderstorms developed across north Texas as a cold front plowed into a warm, moist and unstable air mass in place across the region. Storms began scattered in nature near the Red River and extended south-southwest to just west of the Dallas-Fort Worth Metroplex. Storms eventually organized into a squall line, which produced additional areas of wind damage farther south across central and southern portion of the region. Within Grayson County one injury was reported as a result of the event. No damage costs were reported.

April 29, 2009 – City of Sadler

Several rounds of severe thunderstorms affected areas along and south of the Red River. Significant flooding occurred in Montague, Cooke, and Grayson Counties. A fire at a kennel at McElroy Street and SH 56 in the City of Southmayd was believed to have been started by a

lightning strike. Twenty-four dogs were rescued but an unknown number perished in the fire. Total damage costs are estimated at $68,206 (2022 dollars).

August 6, 2006 – City of Denison
Lightning struck a house and followed the electrical system inside. The house was a total loss, but firefighters were able to save some of the owners' possessions. Damages totaled $188,700 (2022 dollars) from this event.

PROBABILITY OF FUTURE EVENTS

Based on historical records and input from the planning team the probability of occurrence for future lightning events in the Grayson County planning area, including participating jurisdictions and ISDs, is considered highly likely, or an event probable in the next year. The planning team stated that lightning occurs regularly in the area. According to NOAA, the Grayson County planning area is located in an area of the country that experiences twelve to twenty-one lightning flashes per square mile per year (approximately 11,194 to 19,589 flashes per year). Given this estimated probability of events, it can be expected that future lightning events will continue to threaten life and cause minor property damage throughout the planning area, including participating jurisdictions and ISDs. Impacts of climate change are not expected to increase the average frequency of lightning events but may lead to an increase in the intensity of events when they do occur. See additional information on climate change at the end of this section.

VULNERABILITY AND IMPACT

Vulnerability is difficult to evaluate since lightning events can occur at different strength levels, in random locations, and can create a broad range of damage depending on the strike location. Due to the randomness of these events, all existing and future structures and facilities in the Grayson County planning area, including within participating jurisdictions and ISDs, could potentially be impacted and remain vulnerable to possible injury and property loss from lightning strikes. The Grayson County planning area has 13 reported lightning events per the NCEI, however the county, including participating jurisdictions and ISDs, are vulnerable and could be impacted by lightning.

The direct and indirect losses associated with these events include injury and loss of life, damage to structures and infrastructure, agricultural losses, utility failure (power outages), and stress on community resources. The entire population of the Grayson County planning area, including participating jurisdictions and ISDs, are considered exposed to the lightning hazard. The peak lightning season in the State of Texas is from June to August; however, the most fatalities occur in July. Fatalities occur most often when people are outdoors and/or participating in some form of recreation. Population located outdoors is considered at risk and more vulnerable to a lightning strike compared to being inside a structure (Table 11-4). Moving to a lower risk location, such as indoors, will decrease a person’s vulnerability.

Table 11-4. Outdoor Employees by Participating ISDs

ISD	EMPLOYEES WORKING OUTDOORS
Bell ISD	24

ISD	EMPLOYEES WORKING OUTDOORS
Collinsville ISD	10
Denison ISD	212
Gunter ISD	60
Howe ISD	15
Pottsboro ISD	53
S&S CISD	25
Sherman ISD	75
Tioga ISD	30
Tom Bean ISD	21
Van Alstyne ISD	20
Whitesboro ISD	40
Whitewright ISD	66

The entire general building stock and all infrastructure of the Grayson County planning area are considered exposed to the lightning hazard. Lightning can be responsible for damages to buildings, cause electrical, forest and/or wildfires, and damage infrastructure such as power transmission lines and communication towers. Agricultural losses can be extensive due to lightning and resulting fires.

While all citizens are at risk to the impacts of lightning, forced relocation and disaster recovery drastically impacts low-income residents who lack the financial means to travel, afford a long-term stay away from home, and to rebuild or repair their homes. An estimated 12 percent of the planning area population live below the poverty level (Table 11-5).

Table 11-5. Populations at Greatest Risk by Jurisdiction[5]

JURISDICTION	POPULATION BELOW POVERTY LEVEL
Grayson County	16,265
City of Bells	195
City of Collinsville	205
City of Denison	4,431

[5] US Census Bureau 2021 data for Grayson County.

JURISDICTION	POPULATION BELOW POVERTY LEVEL
City of Dorchester	0
City of Gunter	113
City of Howe	1.007
City of Knollwood	162
City of Pottsboro	204
City of Sadler	33
City of Sherman	5.936
City of Southmayd	202
City of Tioga	85
City of Tom Bean	72
City of Van Alstyne	201
City of Whitesboro	301
City of Whitewright	378

The Grayson County planning area, including participating jurisdictions and ISDs, identified the following critical facilities as assets that are considered the most important to the planning area and are susceptible to a range of impacts caused by lightning events. For a comprehensive list by participating entity please see Appendix C.

Table 11-6. Critical Facilities Vulnerable to Lightning Events

CRITICAL FACILITIES	POTENTIAL IMPACTS
Emergency Response Departments (EOC, Fire, Police, EMS), Hospitals	• Emergency operations and services may be significantly impacted due to power outages, damaged facilities, fires and/or loss of communications as a result of lightning strikes. • Emergency vehicles, including critical equipment, can be damaged by lightning strikes or by falling trees damaged by lightning. • Power outages could disrupt communications, delaying emergency response times. • Downed trees due to lightning strikes can impede emergency response vehicle access to areas. • Lightning strikes can be associated with structure fires and wildfires, further straining the capacity and resources of emergency personnel. • Extended power outages may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.

CRITICAL FACILITIES	POTENTIAL IMPACTS
Airport, Academic Institutions, Community Residential Facilities, Day Care Facilities, Evacuation Centers & Shelters, Governmental Facilities	• Structures can be damaged by falling trees damaged by lightning. • Power outages could disrupt critical care. • Backup power sources could be damaged. • Evacuations may be necessary due to extended power outages, fires, or other associated damages to facilities.
Commercial Suppliers (food, gas, etc.)	• Facilities, infrastructure, or critical equipment including communications may be damaged, destroyed or otherwise inoperable. • Essential supplies like medicines, water, food, and equipment deliveries may be delayed. • Economic disruption due to power outages and fires negatively impact airport services as well as area businesses reliant on airport operations.
Utility Services and Infrastructure (electric, water, wastewater, communications)	• Emergency operations and critical services may be significantly impacted due to power outages, damaged facilities, fires and/or loss of communications as a result of lightning strikes. • Emergency vehicles, including critical equipment, can be damaged by lightning strikes or by falling trees damaged by lightning. • Power outages could disrupt communications, delaying emergency response times. • Downed trees due to lightning strikes can impede emergency response vehicle access to areas. • Lightning strikes can be associated with structure fires and wildfires, further straining the capacity and resources of emergency personnel. • Extended power outages may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.

The total estimated losses due to lightning events is $535,943 (in 2022 dollars), having an approximate average annual loss estimate of $19,849. Impact of lightning experienced in the Grayson County planning area has resulted in two injuries and no fatalties. Based on the best available data and the historic impacts indicate a “Limited” impact with multiple fatalitiesinjuries treatable with first aid, with servics shuttdown for 24 hours or less, and less than 10 percent of property destroyed.

Table 11-7. Potential Annualized Losses by Jurisdiction[6]

JURISDICTION	TOTAL PROPERTY & CROP LOSS	AVERAGE ANNUAL LOSS ESTIMATE
Grayson County	$0	$0
City of Bells	$0	$0
City of Collinsville	$230,426	$8,534
City of Denison	$29,467	$1,091
City of Dorchester	$716,355	$26,532
City of Gunter	$0	$0
City of Howe	$7,449	$276
City of Knollwood	$0	$0
City of Pottsboro	$0	$0
City of Sadler	$88,394	$3,274
City of Sherman	$19,367	$717
City of Southmayd	$39,031	$1,446
City of Tioga	$0	$0
City of Tom Bean	$0	$0
City of Van Alstyne	$109,355	$4,050
City of Whitesboro	$12,454	$461
City of Whitewright	$0	$0
PLANNING AREA	**$1,252,298**	**$46,381**

ASSESSMENT OF IMPACTS

Lightning events have the potential to pose a significant risk to people and can create dangerous and difficult situations for public health and safety officials. Additional impacts to the planning area can include:

- The Grayson County planning area features public parks as well as the 11,320-acre Hagerman National Wildlife Refuge located near Whitesboro, Sherman, and Denison. Lightning events could impact recreational activities, placing residents and visitors in imminent danger, potentially requiring emergency services or evacuation.
- Older structures built to less stringent building codes may suffer greater damage from a lightning strike as they are typically built with less fire-resistant materials and often lack

[6] Damage values are in 2022 dollars.

any fire mitigation measures such as sprinkler systems. 61 percent of homes in the county were built before 1980. With Grayson County, 9 buildings and sites are on the National Register of Historic Places, many of similarly lack fire mitigation materials or measures.

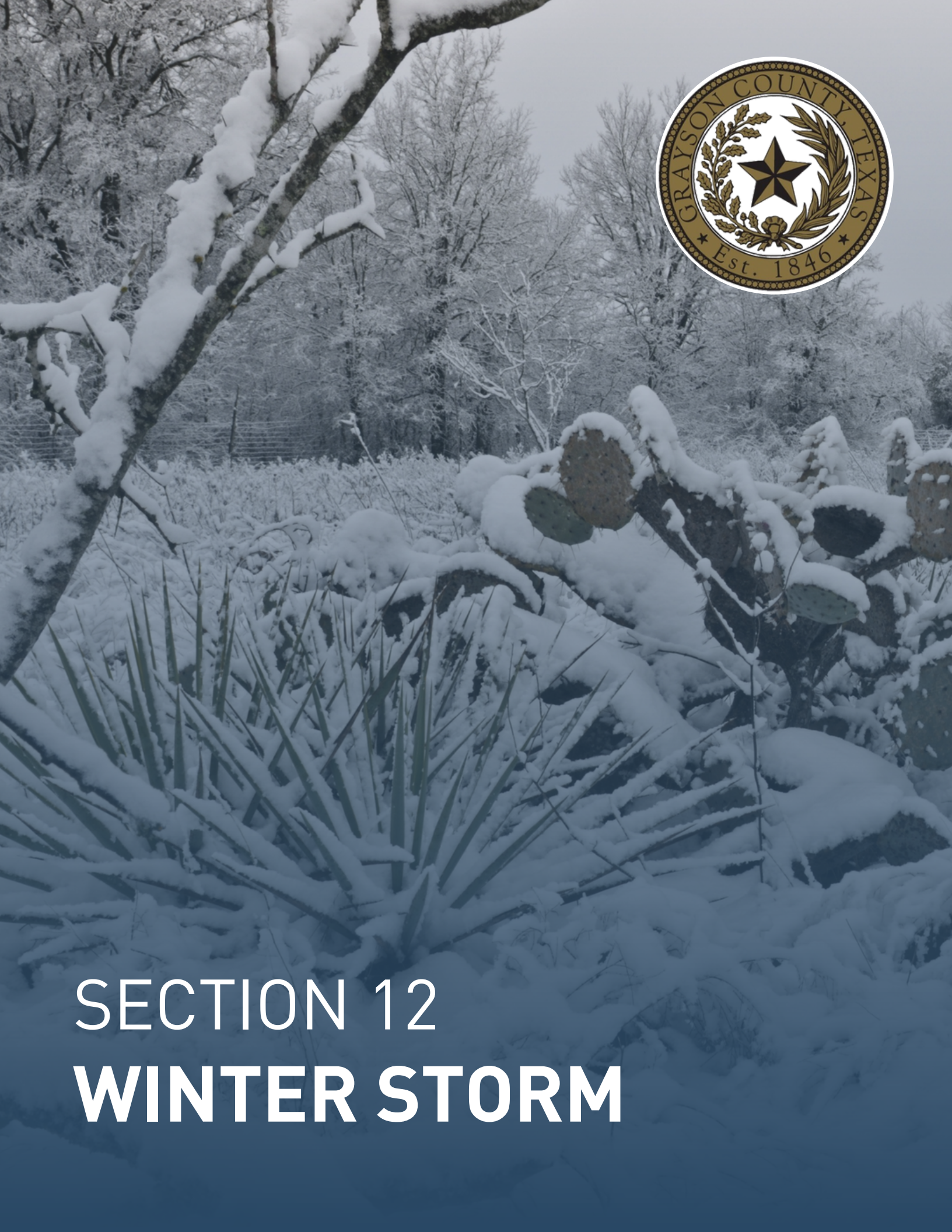
- Vegetation in urban parks may be destroyed by lightning caused brush fires, impacting air quality and public health.
- Individuals exposed to the storm can be directly struck, posing significant health risks and potential death.
- Structures can be damaged or crushed by falling trees damaged by lightning, which can result in physical harm to the occupants.
- Lightning strikes can result in widespread power outages increasing the risk to more vulnerable portions of the population who rely on power for health and/or life safety.
- Extended power outage often results in an increase in structure fires and carbon monoxide poisoning as individuals attempt to cook or heat their homes with alternate, unsafe cooking or heating devices, such as grills.
- Lightning strikes can be associated with structure fires and wildfires, creating additional risk to residents and first responders.
- Emergency operations and services may be significantly impacted due to power outages and/or loss of communications.
- County and city departments may be damaged, delaying response and recovery efforts for the entire community.
- Economic disruption due to power outages and fires negatively impacts the programs and services provided by the community due to short- and long-term loss in revenue, especially if damage is sustained to major employers within the planning area including Texoma Medical Center, Tyson Fresh Meats, and Sherman ISD.
- Some businesses not directly damaged by lightning events may be negatively impacted while utilities are being restored, further slowing economic recovery.
- Businesses that are more reliant on utility infrastructure than others may suffer greater damage without a backup power source.

The economic and financial impacts of lightning on the area will depend entirely on the scale of the event, what is damaged, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by the county, city, local businesses, and citizens will also contribute to the overall economic and financial conditions in the aftermath of any significant lightning event.

CLIMATE CHANGE CONSIDERATIONS

As CO_2 increases and the land surface warms, stronger updrafts are more likely to produce lightning. In a climate with double the amount of CO_2, we may see fewer lightning storms overall, but 25 percent stronger storms, with a 5 percent increase in lightning. Lightning damage is also likely to increase because of its role in igniting forest fires, where dry vegetation, also caused by rising temperatures, creates more ‘fuel’ for fires, so even a small climate change may have huge consequences. While the impact climate change will have on our weather still remains uncertain, researchers agree that implementing simple measures like lightning detection systems and installing grounding systems in buildings could go a long way in avoiding deaths and injuries.[7]

[7] Environmental Journal, Nathan Neal, January 11, 2021.



SECTION 12

WINTER STORM

SECTION 12: WINTER STORM

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HAZARD DESCRIPTION



A severe winter storm event is identified as a storm with snow, ice, or freezing rain. This type of storm can cause significant problems for area residents. Winter storms are associated with freezing or frozen precipitation such as freezing rain, sleet, snow, and the combined effects of winter precipitation and strong winds. Wind chill is a function of temperature and wind. Low wind chill is a product of high winds and freezing temperatures.

Winter storms that threaten the Grayson County planning area, including participating jurisdictions and ISDs, usually begin as powerful cold fronts that push south from central Canada. Although the county is at risk to ice hazards, extremely cold temperatures, and snow, the effects and frequencies of winter storm events are generally mild and short-lived.

As indicated in Figure 12-1, the Grayson County planning area, including participating jurisdictions and ISDs, is located in USDA Hardiness Zone 7b, with annual minimum temperatures between 5°F and 10°F. During times of ice and snow accumulation, response times will increase until public works road crews are able to make major roads passable. Table 12-1 describes the types of winter weather possible to occur in the Grayson County planning area including participating jurisdictions and ISDs.

Figure 12-1. Annual Minimum Temperature

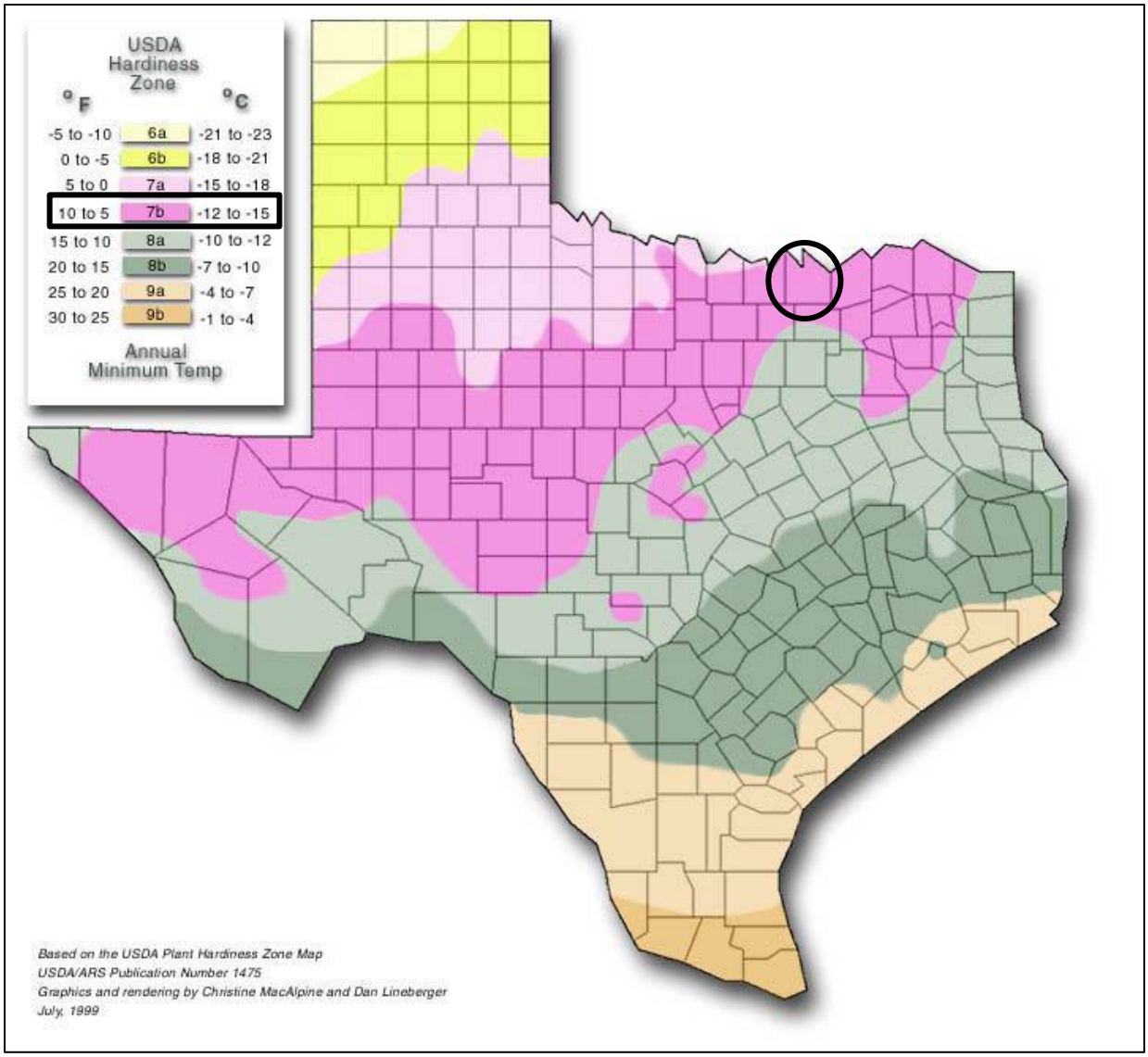


Table 12-1. Types of Winter Weather

TYPE OF WINTER WEATHER	DESCRIPTION
Freezing Rain or Freezing Drizzle	Rain or drizzle is likely to freeze upon impact, resulting in a coating of ice glaze on roads and all other exposed objects.
Sleet	Small particles of ice usually mixed with rain. If enough sleet accumulates on the ground, it makes travel hazardous.
Blizzard	Sustained wind speeds of at least 35 mph are accompanied by considerable falling or blowing snow. This alert is the most perilous winter storm with visibility dangerously restricted.

TYPE OF WINTER WEATHER	DESCRIPTION
Frost/Freeze	Below freezing temperatures are expected and may cause significant damage to plants, crops, and fruit trees.
Wind Chill	A strong wind combined with a temperature slightly below freezing can have the same chilling effect as a temperature nearly 50 degrees lower in a calm atmosphere. The combined cooling power of the wind and temperature on exposed flesh is called the wind-chill factor.

LOCATION

Winter storm events are not confined to specific geographic boundaries. Therefore, all existing and future buildings, facilities, and populations in the Grayson County planning area, including participating jurisdictions and ISDs, are considered to be exposed to a winter storm hazard and could potentially be impacted.

While the entire planning area is vulnerable to winter storm events. The areas of Grayson County, including participating jurisdictions and ISDs, that reported the highest percentage of damages after Winter Storm Uri in February 2021, were concentrated in the central and northern areas of the County.

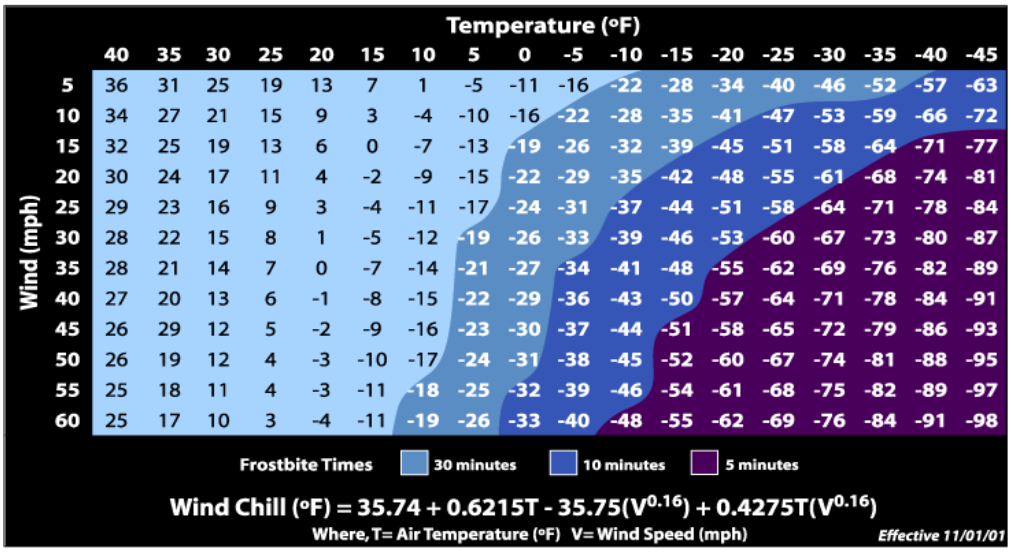
EXTENT

The extent or magnitude of a severe winter storm is measured in intensity based on the temperature and level of accumulations as shown in Table 12-2. Table 12-2 should be read in conjunction with the wind-chill factor described in Figure 12-2 to determine the intensity of a winter storm. The chart is not applicable when temperatures are over 50°F or winds are calm. This is an index developed by the National Weather Service.

Table 12-2. Magnitude of Severe Winter Storms

INTENSITY	TEMPERATURE RANGE (Fahrenheit)	EXTENT DESCRIPTION
Mild	40° – 50°	Winds less than 10 mph and freezing rain or light snow falling for short durations with little or no accumulations
Moderate	30° – 40°	Winds 10 – 15 mph and sleet and/or snow up to 4 inches
Significant	25° – 30°	Intense snow showers accompanied with strong gusty winds between 15 and 20 mph with significant accumulation
Extreme	20° – 25°	Wind driven snow that reduces visibility, heavy winds (between 20 to 30 mph), and sleet or ice up to 5 millimeters in diameter
Severe	Below 20°	Winds of 35 mph or more and snow and sleet greater than 4 inches

Figure 12-2. Wind Chill Chart



Wind (mph)	40	35	30	25	20	15	10	5	0	-5	-10	-15	-20	-25	-30	-35	-40	-45
5	36	31	25	19	13	7	1	-5	-11	-16	-22	-28	-34	-40	-46	-52	-57	-63
10	34	27	21	15	9	3	-4	-10	-16	-22	-28	-35	-41	-47	-53	-59	-66	-72
15	32	25	19	13	6	0	-7	-13	-19	-26	-32	-39	-45	-51	-58	-64	-71	-77
20	30	24	17	11	4	-2	-9	-15	-22	-29	-35	-42	-48	-55	-61	-68	-74	-81
25	29	23	16	9	3	-4	-11	-17	-24	-31	-37	-44	-51	-58	-64	-71	-78	-84
30	28	22	15	8	1	-5	-12	-19	-26	-33	-39	-46	-53	-60	-67	-73	-80	-87
35	28	21	14	7	0	-7	-14	-21	-27	-34	-41	-48	-55	-62	-69	-76	-82	-89
40	27	20	13	6	-1	-8	-15	-22	-29	-36	-43	-50	-57	-64	-71	-78	-84	-91
45	26	29	12	5	-2	-9	-16	-23	-30	-37	-44	-51	-58	-65	-72	-79	-86	-93
50	26	19	12	4	-3	-10	-17	-24	-31	-38	-45	-52	-60	-67	-74	-81	-88	-95
55	25	18	11	4	-3	-11	-18	-25	-32	-39	-46	-54	-61	-68	-75	-82	-89	-97
60	25	17	10	3	-4	-11	-19	-26	-33	-40	-48	-55	-62	-69	-76	-84	-91	-98

Wind chill temperature is a measure of how cold the wind makes real air temperature feel to the human body. Since wind can dramatically accelerate heat loss from the body, a blustery 30°F day would feel just as cold as a calm day with 0°F temperatures.

The average number of cold days is similar for the entire planning area, including participating jurisdictions and ISDs. Therefore, the intensity or extent of a winter storm event to be mitigated for the area ranges from mild to significant according to the definitions at Table 12-2. The Grayson County planning area can expect anywhere between 0.1 to 4.0 inches or more of ice and snow during a winter storm event and temperatures potentially below 20 degrees with winds ranging to 35 mph or more.

The National Weather Service Fort Worth/Dallas Weather Forecast Office issues a winter storm watch, advisory or warning in advance of an event in order to give people enough time to prepare for an event. Grayson County could be under any of these warning types in advance of a winter storm event. Table 12-3 describes when each warning type would be issued.

Table 12-3. Winter Storm Watch, Advisory, Warning Descriptions

TYPE OF WARNING ISSUED	DESCRIPTION
Winter Storm Warning	Severe winter weather conditions are imminent.
Winter Weather Advisory	This alert may be issued for a variety of severe conditions. Weather advisories may be announced for snow, blowing or drifting snow, freezing drizzle, freezing rain, or a combination of weather events.
Winter Storm Watch	Severe winter weather conditions may affect your area (freezing rain, sleet, or heavy snow may occur separately or in combination).

HISTORICAL OCCURRENCES

According to historical records and the best available data there have been 52 recorded winter storm events in Grayson County planning area, of which 12 event have reported property damages. Historical winter storm information, as provided by the NCEI, identifies winter storm activity across a multi-county forecast area for each event. The appropriate percentage of the total property and crop damage reported for the entire forecast area has been allocated to each county impacted by the event. Historical winter storm data for the county and all participating jurisdictions and ISDs are provided on a County-wide basis per the NCEI database. Table 12-4 shows only the winter storm events that have reported impacts on the planning area.

Historical winter storm data for each participating ISD are provided within the County event total per the NCEI database as the database does not have events reported separately for the participating ISDs. Planning Team members from the ISDs did provide the following information related to impacts from past winter storm events.

Gunter ISD reported damages sustained from three separate winter storm events: February 2020, February 2021 (Winter Storm Uri), and December 2022, with a total damage loss of $354,479.45 (2022 dollars). All property damages were related to frozen pipes, with no reported injuries have been provided by the school district.

Pottsboro ISD reported damages sustained from Winter Storm Uri in February of 2021 with overall property damages totaling $90,819.66 (2022 dollars). The reported damages were related to frozen pipes which caused flooding in multiple classrooms. There were no reported injuries identified by the school district.

Tioga ISD reported damages sustained from Winter Storm Uri in February of 2021 with overall property damages totaling $253,900.27(2022 dollars). Property damages were related to ice and flood damage to their high school campus. The ISD reported no injuries as a result of this event.

Tom Bean ISD reported one reported loss as a result of a winter storm event and no reported injuries. Total damage costs are not available.

Whitesboro ISD reported one reported loss as a result of winter storm for Whitesboro ISD with total damage costs not being available and no reported injuries.

All other participating jurisdictions did not report damage as a result of a winter storm event within their district.

Table 12-4. Historical Winter Storm Events, 1996-2022[1]

JURISDICTION	DATE	DEATHS	INJURIES	PROPERTY DAMAGES	CROP DAMAGES
Grayson County	1/13/2007	0	0	$43,895	$0
Grayson County	1/27/2009	0	0	$14,027	$0
Grayson County	12/24/2009	0	0	$68,574	$0
Grayson County	2/11/2010	0	0	$341,619	$0

[1] Values are in 2022 dollars.

JURISDICTION	DATE	DEATHS	INJURIES	PROPERTY DAMAGES	CROP DAMAGES
Grayson County	1/9/2011	0	0	$403,461	$0
Grayson County	2/1/2011	0	0	$200,740	$0
Grayson County	11/24/2013	0	0	$7,624	$0
Grayson County	11/25/2013	0	0	$5,083	$0
Grayson County	12/5/2013	0	0	$8,895,970	$0
Grayson County	12/12/2013	0	0	$38,126	$0
Grayson County	3/2/2014	0	0	$250,681	$0
Grayson County	2/9/2021	0	0	$450,426	$0
TOTALS		**0**	**0**	**$10,720,226**	**$0**

Table 12-5. Historical Winter Storm Events Summary, 1996-2022

JURISDICTION	NUMBER OF EVENTS	DEATHS	INJURIES	PROPERTY DAMAGES	CROP DAMAGES
Grayson County	52	0	0	$10,720,226	$0

Based on the list of historical winter storm events for the Grayson County planning area (listed above), including participating jurisdictions and ISDs, 23 of the events have occurred since the 2012 Plan.

SIGNIFICANT EVENTS

February 9, 2021 (DR-4586) – Grayson County

February 9, 2021 was the beginning of what would become a historic winter weather event across the state of Texas, with multiple rounds of winter precipitation and deadly cold temperatures. The prolonged event began with freezing drizzle that contributed to several vehicle accidents in the region. Most notable of the accidents, a 133 vehicle pileup occurred within the express lanes of I-35W in Fort Worth, due to icy roads. The incident resulted in 6 fatalities and over 100 injuries. A few other fatal accidents were also reported due to the icy roads. The first significant wave of winter precipitation occurred on February 11th-12th with freezing rain and sleet falling across most of the area along and east of a line from Goldthwaite to Fort Worth to Sherman. Across Central Texas, up to half an inch of ice and sleet was measured in several counties. A few other fatal accidents were reported on icy roadways, bringing this first event total to 13 weather related deaths. Damage estimates from this event are still ongoing and were largely consolidated by each jurisdiction for the entire winter event. Therefore, total damage estimates estimated around $432,010.92 (2022 dollars). Snowfall totals for Grayson County for the entire event was reported to be 4 to 6 inches[2]

[2] NWS Fort Worth/Dallas Weather Forecast Office https://www.weather.gov/fwd/Feb-2021-WinterEvent

December 5, 2013 – Grayson County
A winter storm affected much of North and Central Texas for an extended period from December 5th through the 10th. A combination of freezing rain, sleet, and a little snow began falling during the day on the 5th and continued through the morning hours of the 6th. As the ice and sleet settled on the 6th, a thick layer of ice affected most of the area. Temperatures remained below freezing resulting in a prolonged winter event.

As a result of the ice storm, significant tree damage occurred with thousands of tree branches falling under the weight of the ice. Power lines were also brought down, and at the peak of the storm, 275,000 customers were without power in the North Texas region. Most schools, especially in the hardest hit areas, were closed for several days. Some businesses were forced to close for a day or two also. Hundreds of injuries were reported due to falls on the ice but exact numbers were not available. Seven fatalities occurred during this event; 4 in vehicles, 2 from exposure, and 1 from a fall on the ice. Early estimates from the insurance council estimated $30 million in residential insured losses. The estimate did not include damage to vehicles or roads. Many roads and bridges were damaged from the ice and/or from attempts by TXDOT to remove the ice using plows and graders. Hundreds of people and semis were stranded for long periods on many of the main highways and interstates including I-35 from Fort Worth to the Oklahoma border and I-20 from Fort Worth going west. It took two weeks and even a few months for some places to recovery after the storm.

Within Grayson County up to 4 inches of ice and sleet accumulated. Traffic became very difficult, including Highway 82 and Highway 289. Several traffic accidents occurred due to icy streets and hundreds of tree branches broke due to the weight of the ice. Due to the weight of the ice, a business in the City of Sherman collapsed and roof damage reports across multiple structures. Similar damage reports occurred in the City of Denison, and Tom Bean ISD, which reported minor damage to some of their buildings including roof leaks at the elementary school and a portion of the high school roof was sagging, plus a shed in the bus barn was crushed by the weight of the ice. Power lines were also knocked down by the ice resulting in many power outages. Sherman police reported 6 vehicle accidents with injuries and the Texoma Medical Center reported approximately 30 injuries due to slips and falls. The county preliminarily estimated $5,400,136.55 (2022 dollars) in damage.

January 13, 2007 – Grayson County
At least 50 accidents were reported across the county in association with a weekend ice storm. Several of the accidents involved injuries. Power was also briefly out to residents as ice accumulated on and pulled down power lines. Cold air in place in combination with ample moisture and an upper-level disturbance caused a mix of freezing rain and rain to fall across North Texas. Dozens of winter weather and flash flood incidents were reported with this event.

PROBABILITY OF FUTURE EVENTS

According to historical records, the planning area experiences approximately one to two winter storm events each year. The probability of a future winter storm event affecting the Grayson County planning area, including participating jurisdictions and ISDs, is “Highly Likely”, with a winter storm likely to occur within the next year. See additional information at the end of this section on the potential impacts of climate change on the probability and extent of future winter storm events.

VULNERABILITY AND IMPACT

During periods of extreme cold and freezing temperatures, water pipes can freeze and crack, and ice can build up on power lines, causing them to break under the weight or causing tree limbs to fall on the lines. These events can disrupt electric service for long periods.

An economic impact may occur due to increased consumption of heating fuel, which can lead to energy shortages and higher prices. House fires and resulting deaths tend to occur more frequently from increased and improper use of alternate heating sources. Fires during winter storms also present a greater danger because water supplies may freeze and impede firefighting efforts.

The Grayson County planning area identified the following critical facilities as assets that are considered the most important to the planning area and are susceptible to a range of impacts caused by winter storm events. For a comprehensive list by participating entity please see Appendix C.

Table 12-6. Critical Facilities Vulnerable to a Winter Storm Event

CRITICAL FACILITIES	POTENTIAL IMPACTS
Emergency Response Departments (EOC, Fire, Police, EMS), Hospitals	• Emergency operations, services and response times may be significantly impacted due to power outages, and/or loss of communications. • Exposure to extreme cold can cause illnesses in first responders if exposed for a period of time. • Roads may become impassable due to snow and/ice impacting response times by emergency services. • Extended power outages due to increased usage may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.
Airport, Academic Institutions, Community Residential Facilities, Day Care Facilities, Evacuation Centers & Shelters, Governmental Facilities	• Power outages due to increased usage could disrupt critical care. • Backup power sources could be damaged. • Increased number of patients due to exposure to cold temperatures could lead to a strain on staff. • Water pipes can freeze and burst leading to flooding within facilities. • Facilities, infrastructure, or critical equipment including communications may be damaged, destroyed or otherwise inoperable. • Essential supplies like medicines, water, food, and equipment deliveries may be delayed. • Economic disruption due to power outages negatively impact airport services as well as area businesses reliant on airport operations. • Exposure risks to outdoor workers.
Commercial Suppliers (food, gas, etc.)	• Facilities, infrastructure, or critical equipment including communications may be damaged, destroyed or otherwise inoperable. • Essential supplies like medicines, water, food, and equipment deliveries may be delayed.
Utility Services and Infrastructure	• Emergency operations, services and response times may be significantly impacted due to power outages, and/or loss of communications.

CRITICAL FACILITIES	POTENTIAL IMPACTS
(electric, water, wastewater, communications)	• Roads may become impassable due to by snow and/ice impacting response times by emergency services. • Power outages due to increased usage could disrupt critical care. • Backup power sources could be damaged. • Water pipes can freeze and burst leading to flooding within facilities.

People and animals are subject to health risks from extended exposure to cold air. Elderly people are at greater risk of death from hypothermia during these events, especially in the neighborhoods with older housing stock. According to the U.S. Center for Disease Control, every year hypothermia kills about 600 Americans, half of whom are 65 years of age or older. Another segment of the population at risk are those whose jobs consist of strenuous labor outdoors (Table 12-7). In addition, populations living below the poverty level may not be able to afford to run heat on a regular basis or extend period of time.

Table 12-7. Outdoor Employees by Participating ISDs

ISD	EMPLOYEES WORKING OUTDOORS
Bell ISD	24
Collinsville ISD	10
Denison ISD	212
Gunter ISD	60
Howe ISD	15
Pottsboro ISD	53
S&S CISD	25
Sherman ISD	75
Tioga ISD	30
Tom Bean ISD	21
Van Alstyne ISD	20
Whitesboro ISD	40
Whitewright ISD	66

Population over 65 and under the age of 5 in the entire Grayson County planning area is estimated at 39.6 percent of the total population or an estimated total of 53,631[3] potentially vulnerable

[3] US Census Bureau 2021 data for Grayson County.

residents in the planning area based on age. An estimated 12 percent of the planning area population live below the poverty level (Table 12-8).

Older homes tend to be more vulnerable to the impacts of winter storm events. Approximately half of all housing units (48.3 percent) in the planning area were built before 1980 (Table 12-9).

Table 12-8. Populations at Greater Risk by Participating Jurisdiction

JURISDICTION	POPULATION 65 AND OLDER	POPULATION UNDER 5	POPULATION BELOW POVERTY LEVEL
Grayson County	23,764	8,418	16,265
City of Bells	254	149	195
City of Collinsville	249	128	205
City of Denison	4,426	1,593	4,431
City of Dorchester	4	0	0
City of Gunter	191	88	113
City of Howe	333	323	1,007
City of Knollwood	82	13	162
City of Pottsboro	505	123	204
City of Sadler	28	45	33
City of Sherman	6,410	3,151	5,936
City of Southmayd	181	164	202
City of Tioga	151	33	85
City of Tom Bean	135	87	72
City of Van Alstyne	938	103	201
City of Whitesboro	696	408	301
City of Whitewright	338	120	378
Bell ISD	N/A	30	N/A
Collinsville ISD	N/A	47	N/A
Denison ISD	N/A	199	N/A
Gunter ISD	N/A	35	N/A
Howe ISD	N/A	55	N/A
Pottsboro ISD	N/A	26	N/A

JURISDICTION	POPULATION 65 AND OLDER	POPULATION UNDER 5	POPULATION BELOW POVERTY LEVEL
S&S CISD	N/A	26	N/A
Sherman ISD	N/A	400	N/A
Tioga ISD	N/A	50	N/A
Tom Bean ISD	N/A	31	N/A
Van Alstyne ISD	N/A	35	N/A
Whitesboro ISD	N/A	75	N/A
Whitewright ISD	N/A	41	N/A

Table 12-9. Structures at Greater Risk of Winter Storm Events

JURISDICTION	SFR STRUCTURES BUILT BEFORE 1980
Grayson County	27,977
City of Bells	368
City of Collinsville	352
City of Denison	7,241
City of Dorchester	11
City of Gunter	147
City of Howe	566
City of Knollwood	50
City of Pottsboro	327
City of Sadler	70
City of Sherman	10,082
City of Southmayd	60
City of Tioga	140
City of Tom Bean	276
City of Van Alstyne	702
City of Whitesboro	905
City of Whitewright	611
Bell ISD	0

JURISDICTION	SFR STRUCTURES BUILT BEFORE 1980
Collinsville ISD	Unavailable
Denison ISD	8
Gunter ISD	Unavailable
Howe ISD	2
Pottsboro ISD	2
S&S CISD	1
Sherman ISD	Unavailable
Tioga ISD	3
Tom Bean ISD	4
Van Alstyne ISD	1
Whitesboro ISD	Unavailable
Whitewright ISD	Unavailable

Historic loss, in 2022 dollars, is estimated at $10,720,226 in damages over the 27-year recording period giving an approximate loss of $5,566,271 in damages annually (Table 12-10). The potential severity of impact for the Grayson County planning area, including participating jurisdictions and ISDs, is “Minor” with minor injuries, shutdown of facilities and services for more than one week, and more than 10% of property destroyed or with major damage.

Table 12-10. Estimated Annualized Losses for Grayson County Planning Area

JURISDICTION	TOTAL PROPERTY & CROP LOSS	AVERGAGE ANNUAL LOSS ESTIMATES
Grayson County	$10,720,226	$5,566,271

ASSESSMENT OF IMPACTS

The greatest risk from a winter storm hazard is to public health and safety. Winter storm conditions can be frequently associated with a variety of impacts, including:

- Vulnerable populations, particularly the elderly 17.5 percent of total population) and children under 5 (6.2 percent of total population), can face serious or life-threatening health problems from exposure to extreme cold including hypothermia and frostbite.
- Loss of electric power or other heat source can result in increased potential for fire injuries or hazardous gas inhalation because residents burn candles for light or use fires or generators to stay warm.
- Response personnel, including utility workers, public works personnel, debris removal staff, tow truck operators, and other first responders, are subject to injury or illness resulting from exposure to extreme cold temperatures.

- Response personnel would be required to travel in potentially hazardous conditions, elevating the life safety risk due to accidents and potential contact with downed power lines.
- Operations or service delivery may experience impacts from electricity blackouts due to winter storms.
- Power outages are possible throughout the planning area due to downed trees and power lines and/or rolling blackouts.
- Critical facilities without emergency backup power may not be operational during power outages.
- Emergency response and service operations may be impacted by limitations on access and mobility if roadways are closed, unsafe, or obstructed.
- Hazardous road conditions will likely lead to increases in automobile accidents, further straining emergency response capabilities.
- Depending on the severity and scale of damage caused by ice and snow events, damage to power transmission and distribution infrastructure can require days or weeks to repair.
- A winter storm event could lead to tree, shrub, and plant damage or death.
- Severe cold and ice could significantly damage vegetation in city and county parks as well as the Hagerman National Wildlife Refuge.
- Older structures built to less stringent building codes may suffer greater damage as they are typically more vulnerable to impacts of winter storm events. 48.3 percent of homes in County were built before 1980. Within Grayson County, 9 buildings and sites are on the National Register of Historic Places, many of which pre-date modern building codes.
- Schools may be forced to shut early due to treacherous driving conditions.
- Exposed water pipes may be damaged by severe or late season winter storms at both residential and commercial structures, causing significant damages.

The economic and financial impacts of winter weather on the community will depend on the scale of the event, what is damaged, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by businesses and citizens will also contribute to the overall economic and financial conditions in the aftermath of a winter storm event.

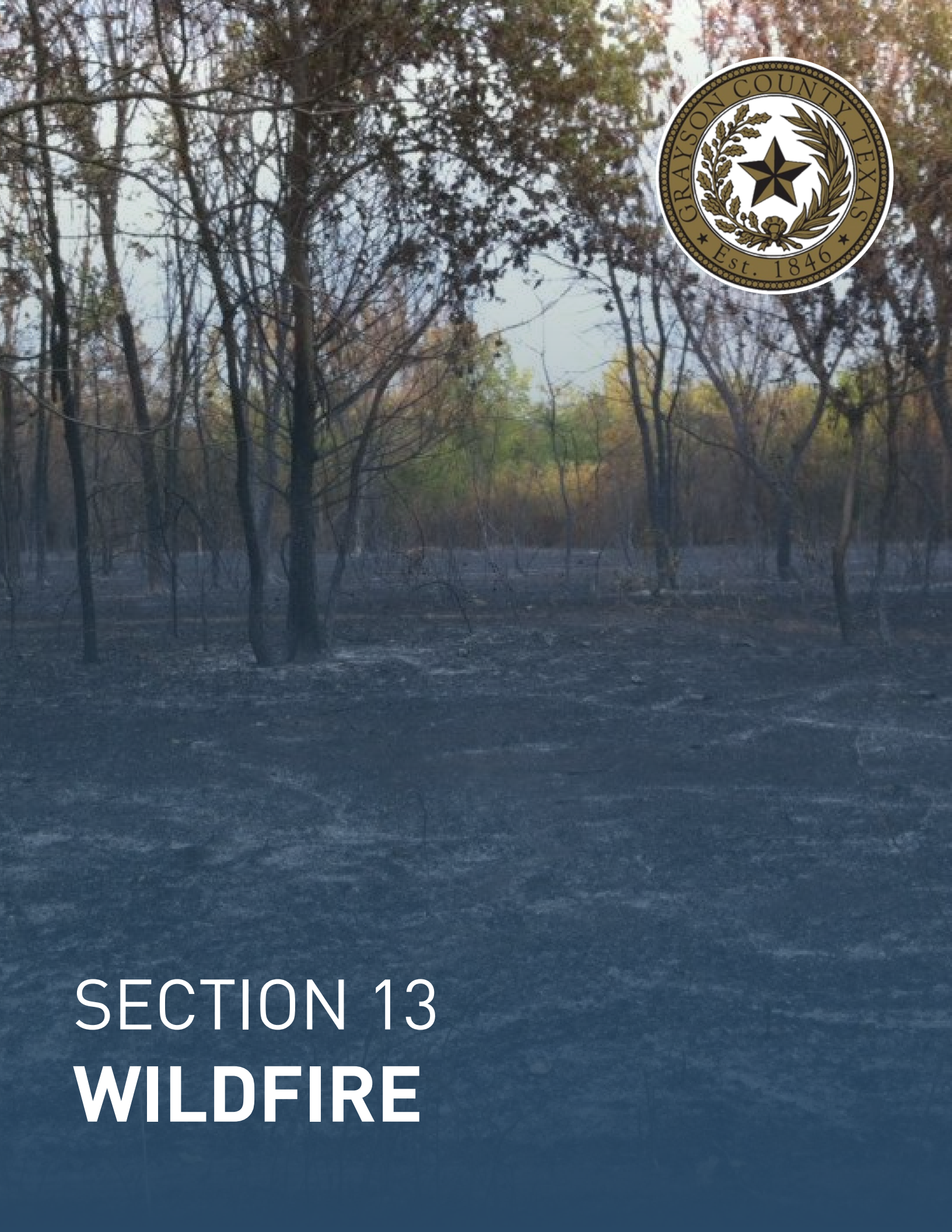
CLIMATE CHANGE CONSIDERATIONS

Climate change is expected to reduce the number of extreme cold events statewide but increase in the variability of events.[4] Extreme cold events will continue to be possible but overall winters are becoming milder, and the frequency of extreme winter weather events are decreasing due to the warming of the Arctic and less extreme cold air coming from that region.[5] A trend that is expected to continue with winter extremes estimated to be milder by 2036 compared to extremes in the historic record.[6]

[4] Fourth National Climate Assessment. Chapter 23 Southern Great Plans. U.S. Global Change Program. 2018.

[5] Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036, Texas A&M University Office of the Texas State Climatologist, 2021 update.

[6] Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036, Texas A&M University Office of the Texas State Climatologist, 2021 update.



SECTION 13
WILDFIRE

SECTION 13: WILDFIRE

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HAZARD DESCRIPTION

A wildfire event can rapidly spread out of control and occurs most often in the summer when the brush is dry and flames can move unchecked through a highly vegetative area. Wildfires can start as a slow burning fire along the forest floor, killing and damaging trees. The fires often spread more rapidly as they reach the tops of trees with wind carrying the flames from tree to tree. Usually, dense smoke is the first indication of a wildfire.

A wildfire event often begins unnoticed and spreads quickly, lighting brush, trees, and homes on fire. For example, a wildfire may be started by a campfire that was not doused properly, a tossed cigarette, burning debris, or arson.

Texas has seen a significant increase in the number of wildfires in the past 30 years, which included wildland, interface, or intermix fires. Wildland fires are fueled almost exclusively by natural vegetation, while interface or intermix fires are urban/wildland fires in which vegetation and the built environment provide the fuel.

LOCATION

A wildfire event can be a potentially damaging consequence of drought conditions, lightning, or wind event, if the conditions allow. Wildfires can vary greatly in terms of size, location, intensity, and duration. While wildfires are not confined to any specific geographic location in Grayson County, they are most likely to occur in open grasslands. The threat to people and property from a wildfire event is greater in the fringe areas where developed areas meet open grass lands, such as the Wildland Urban Interface (WUI) (Figures 13-1 through 13-30). It is estimated that 75.3 percent of the total population in Grayson County live within the WUI. However, the entire Grayson County planning area is at some risk for wildfires.

Figure 13-1. Wildland Urban Interface Map – Grayson County

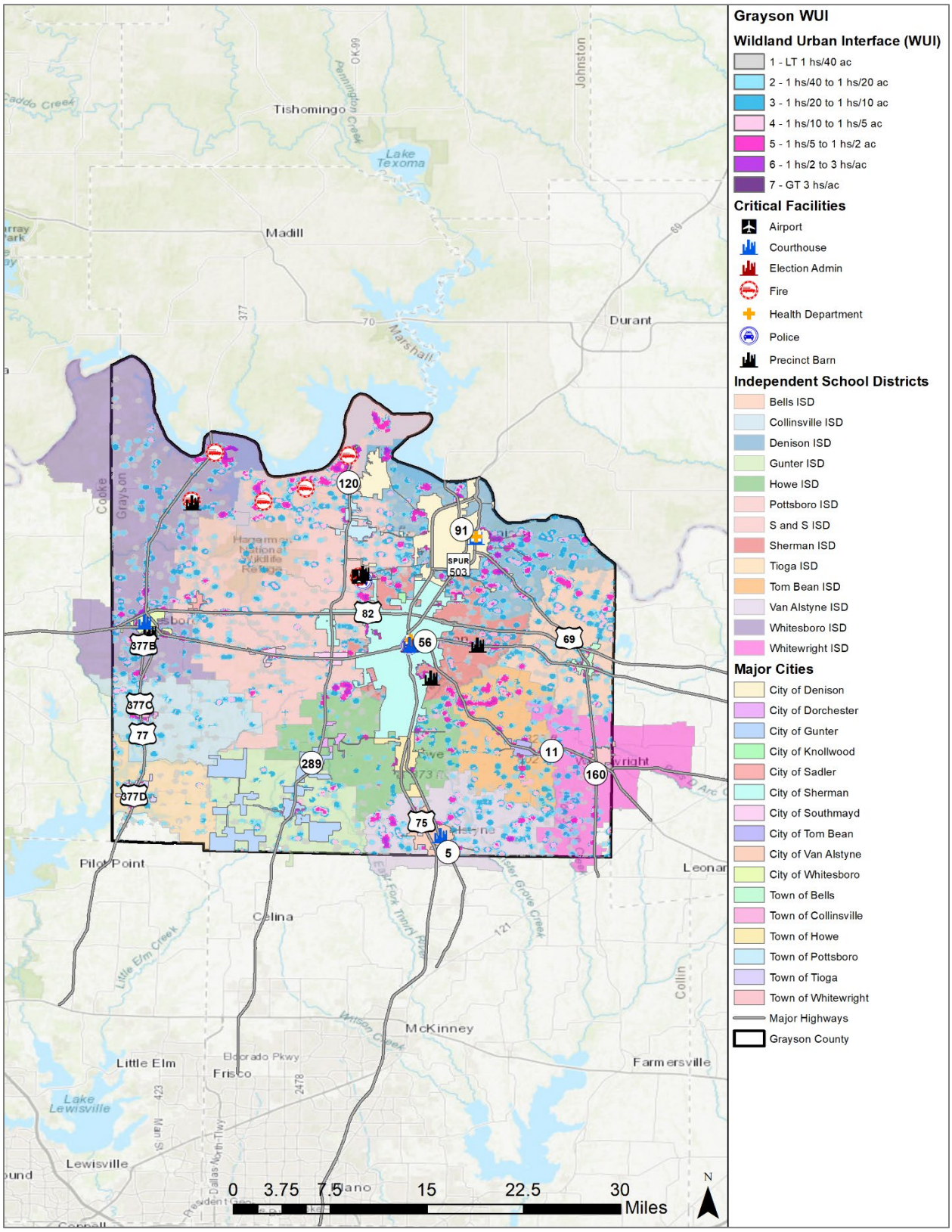
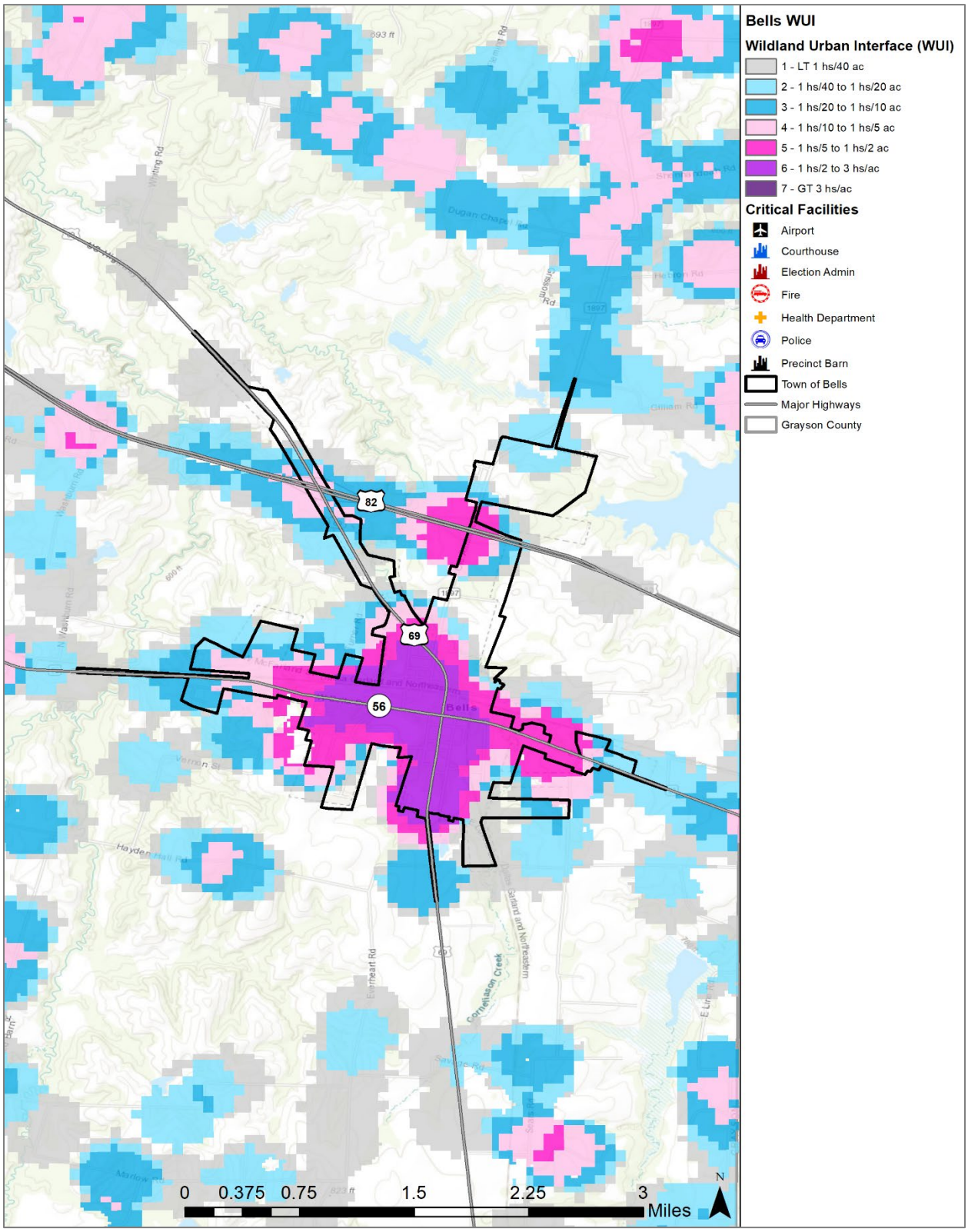
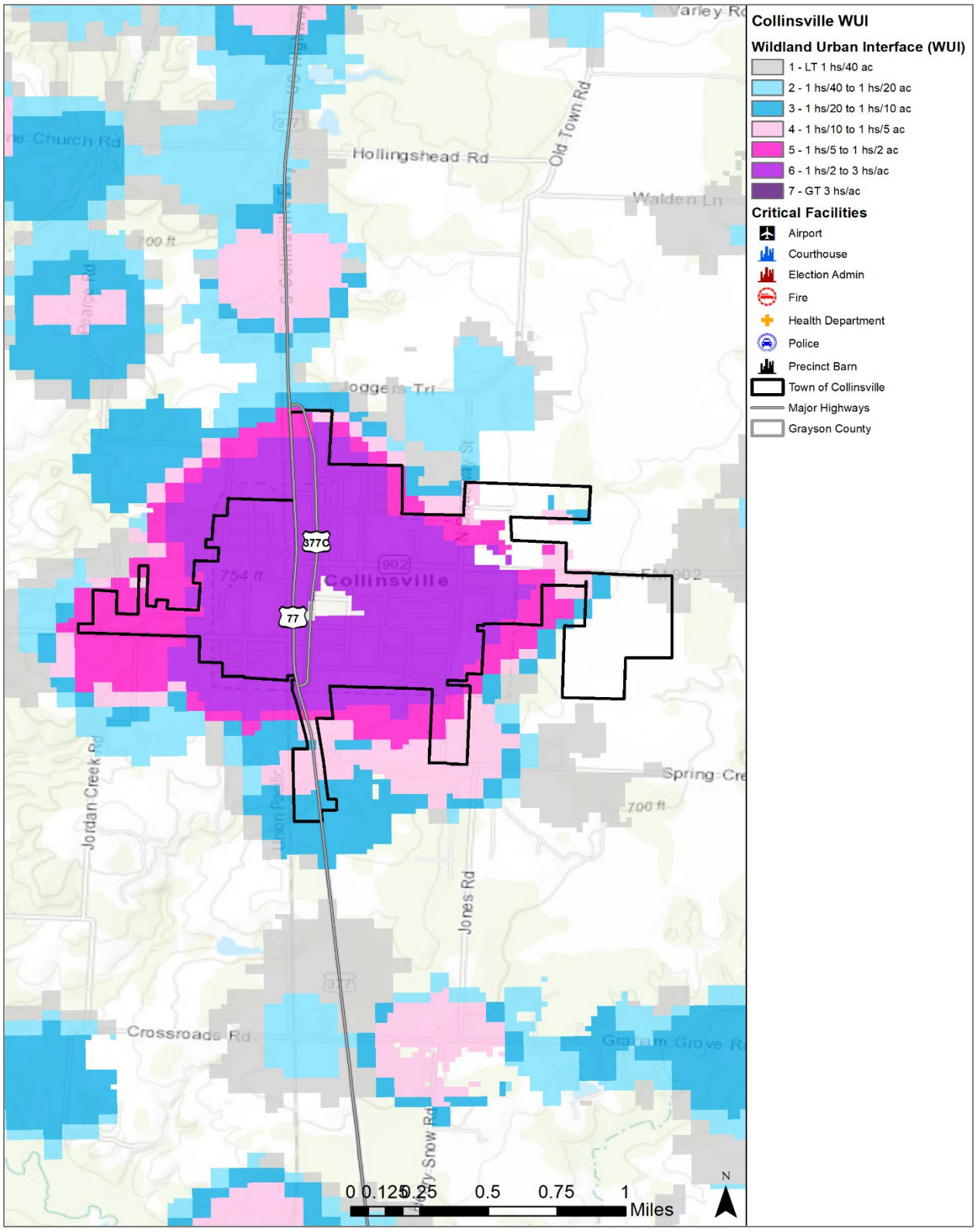


Figure 13-2 Wildland Urban Interface Map – City of Bells



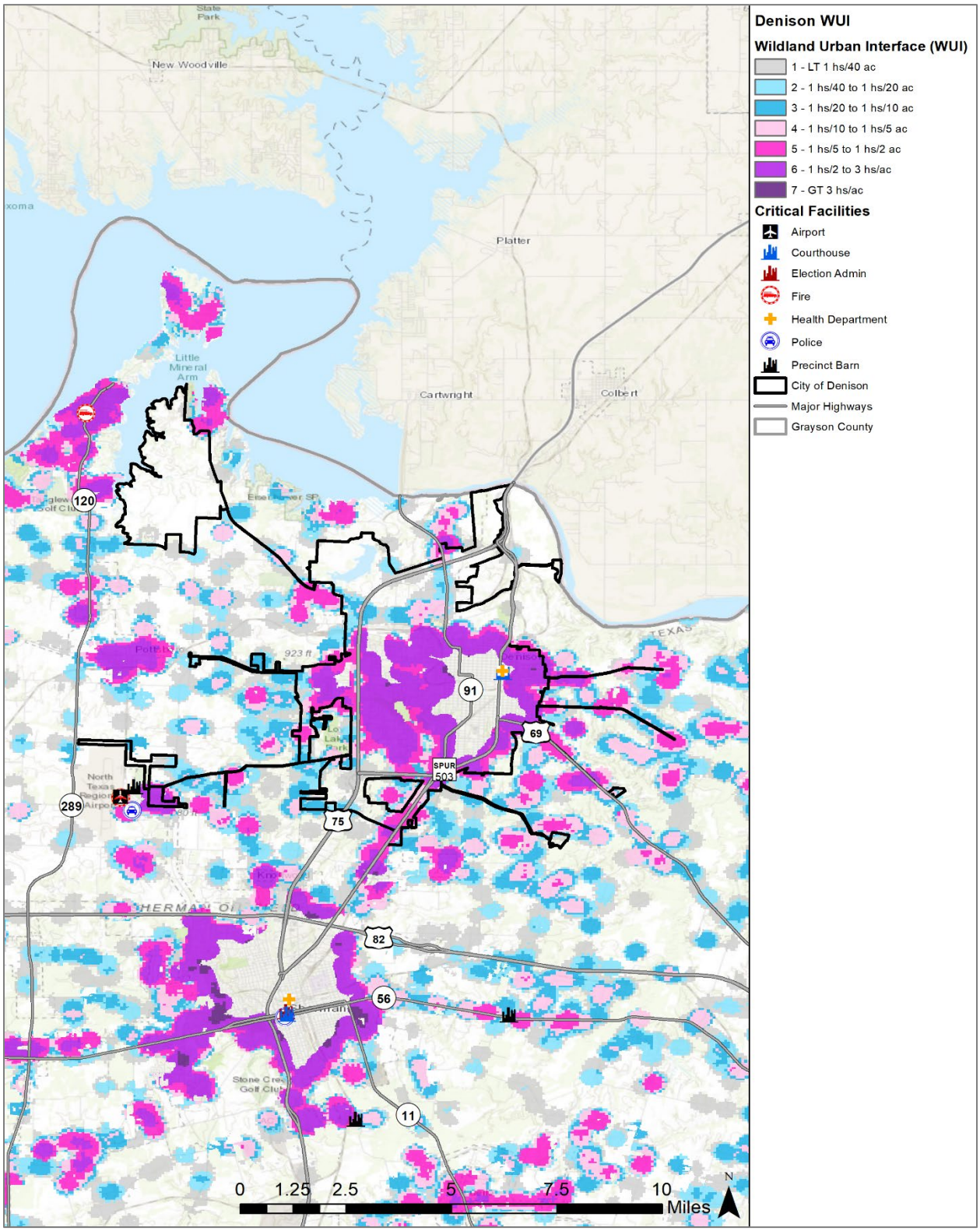
It is estimated that 99.2 percent of the total population in the City of Bells live within the WUI.

Figure 13-3 Wildland Urban Interface Map – City of Collinsville



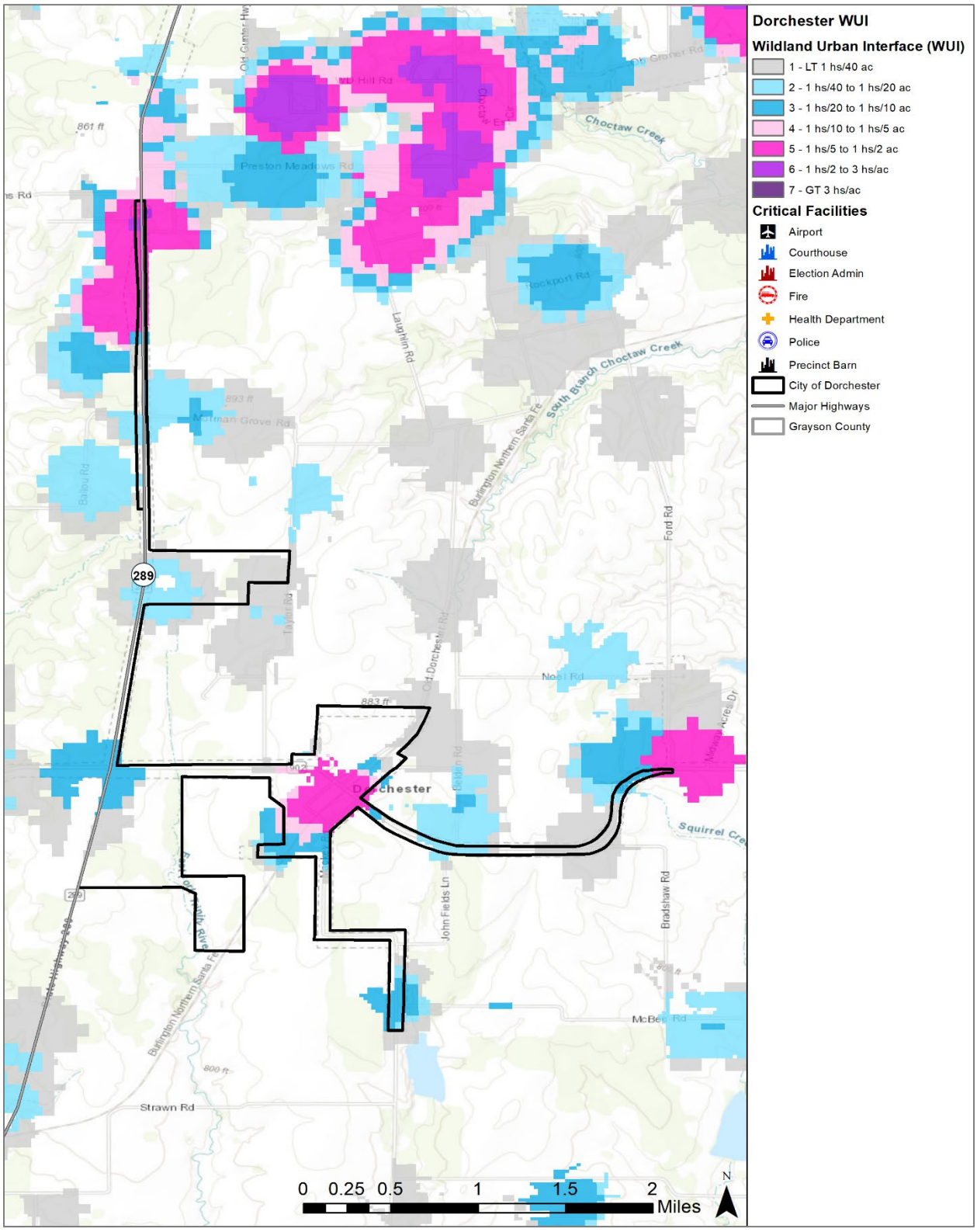
It is estimated that 96.3 percent of the total population in the City of Collinsville live within the WUI.

Figure 13-4. Wildland Urban Interface Map – City of Denison



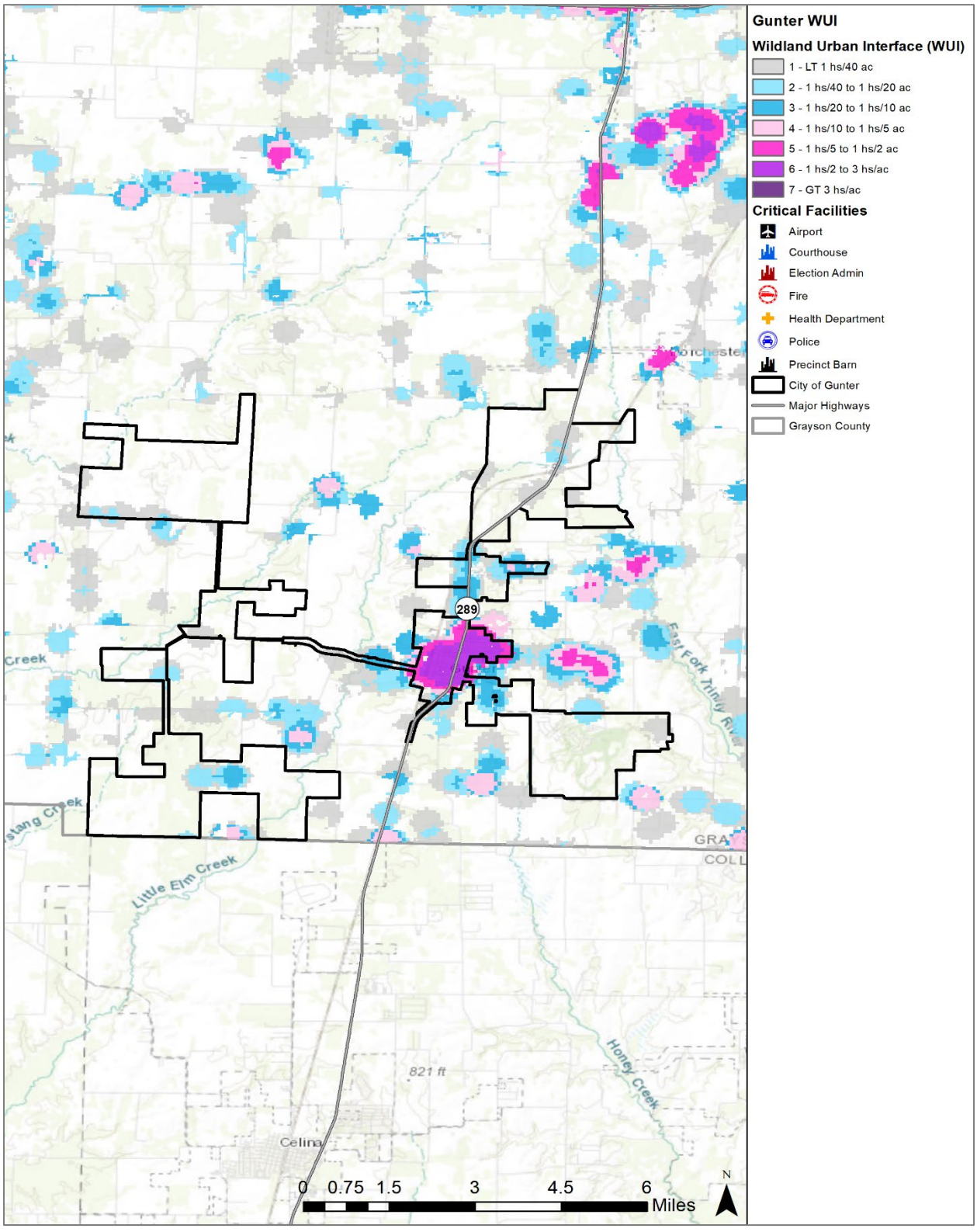
It is estimated that 65.3 percent of the total population in the City of Denison live within the WUI.

Figure 13-5. Wildland Urban Interface Map – City of Dorchester



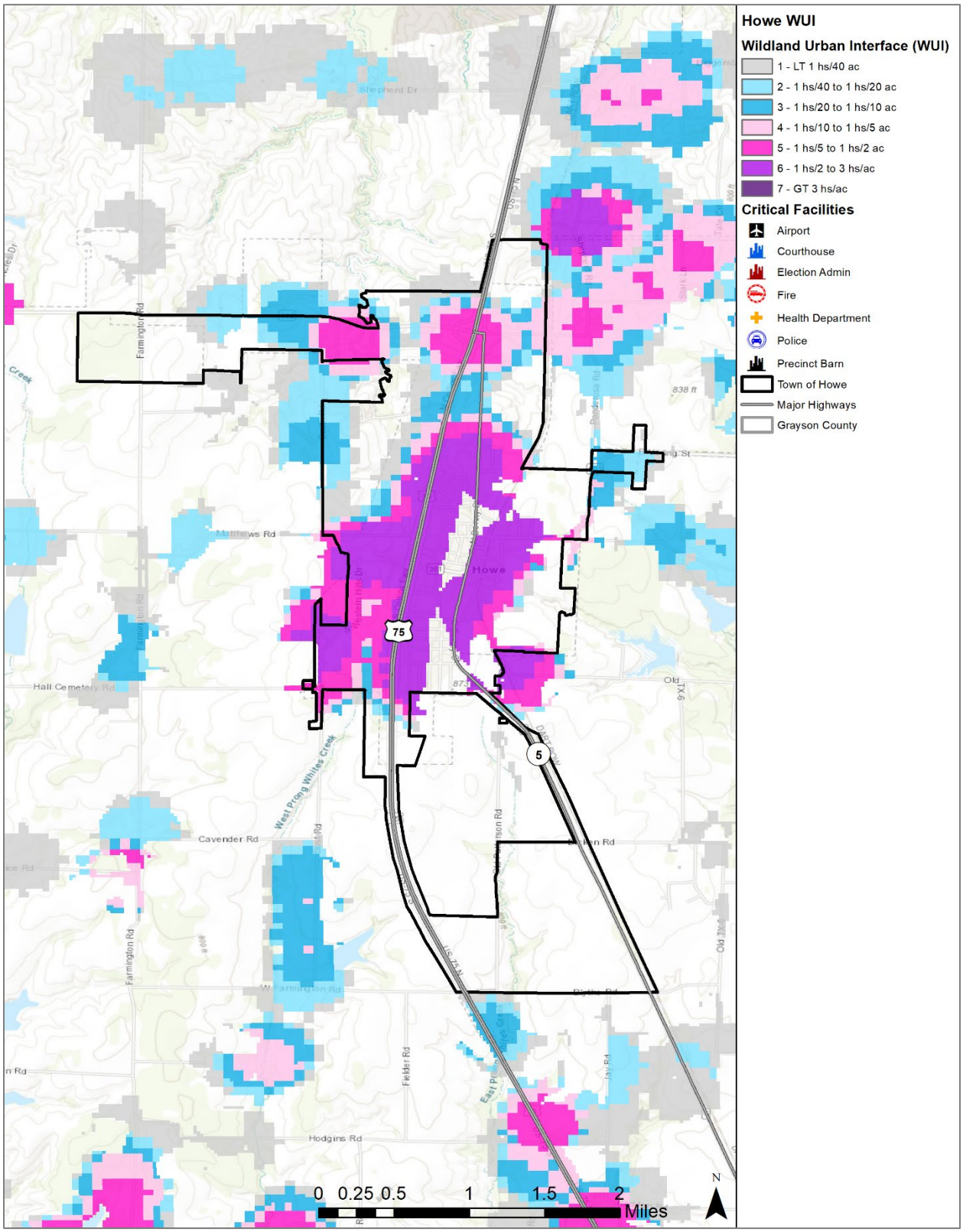
It is estimated that 96.9 percent of the total population in the City of Dorchester live within the WUI.

Figure 13-6. Wildland Urban Interface Map – City of Gunter



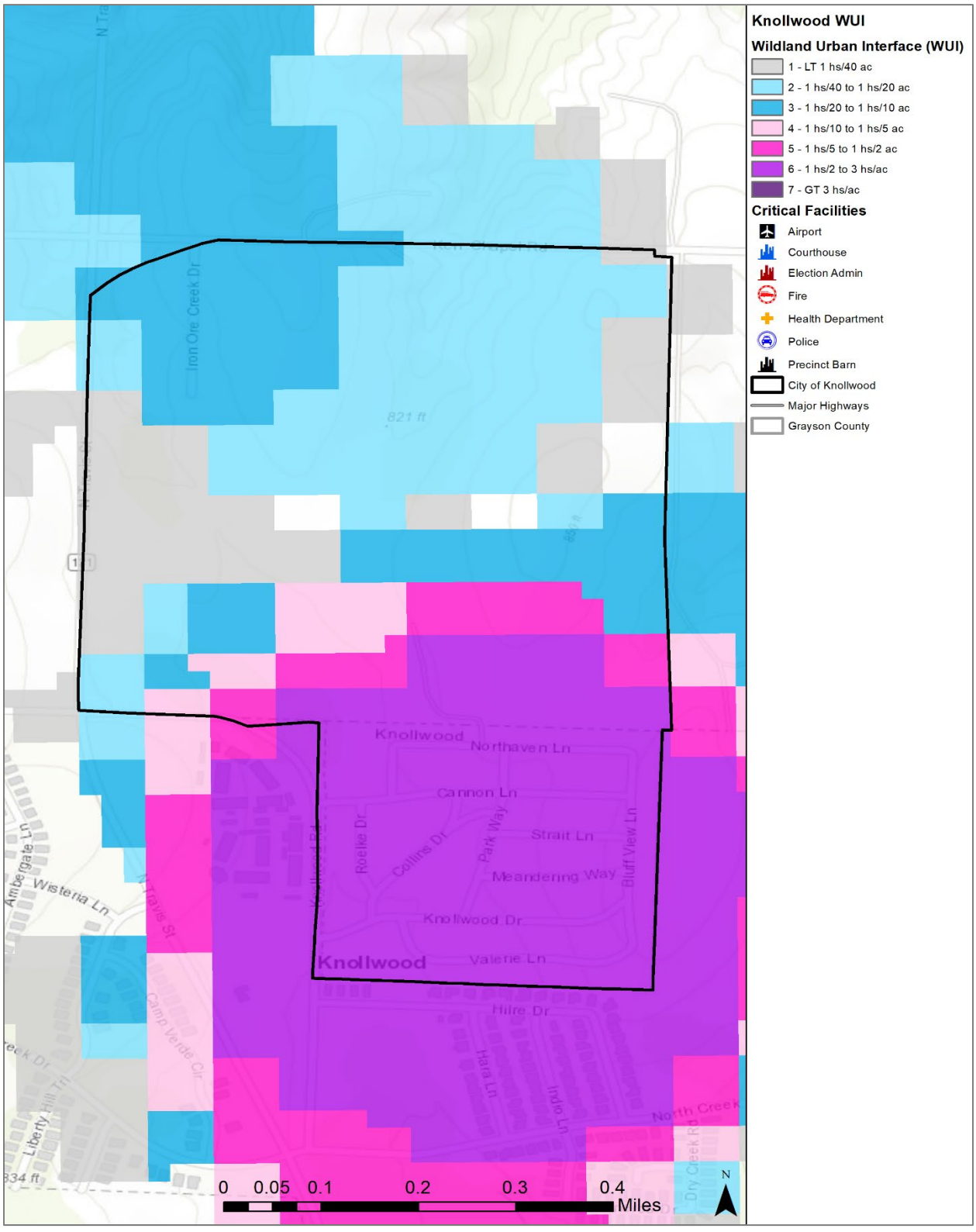
It is estimated that 99.6 percent of the total population in the City of Gunter live within the WUI.

Figure 13-7. Wildland Urban Interface Map – City of Howe



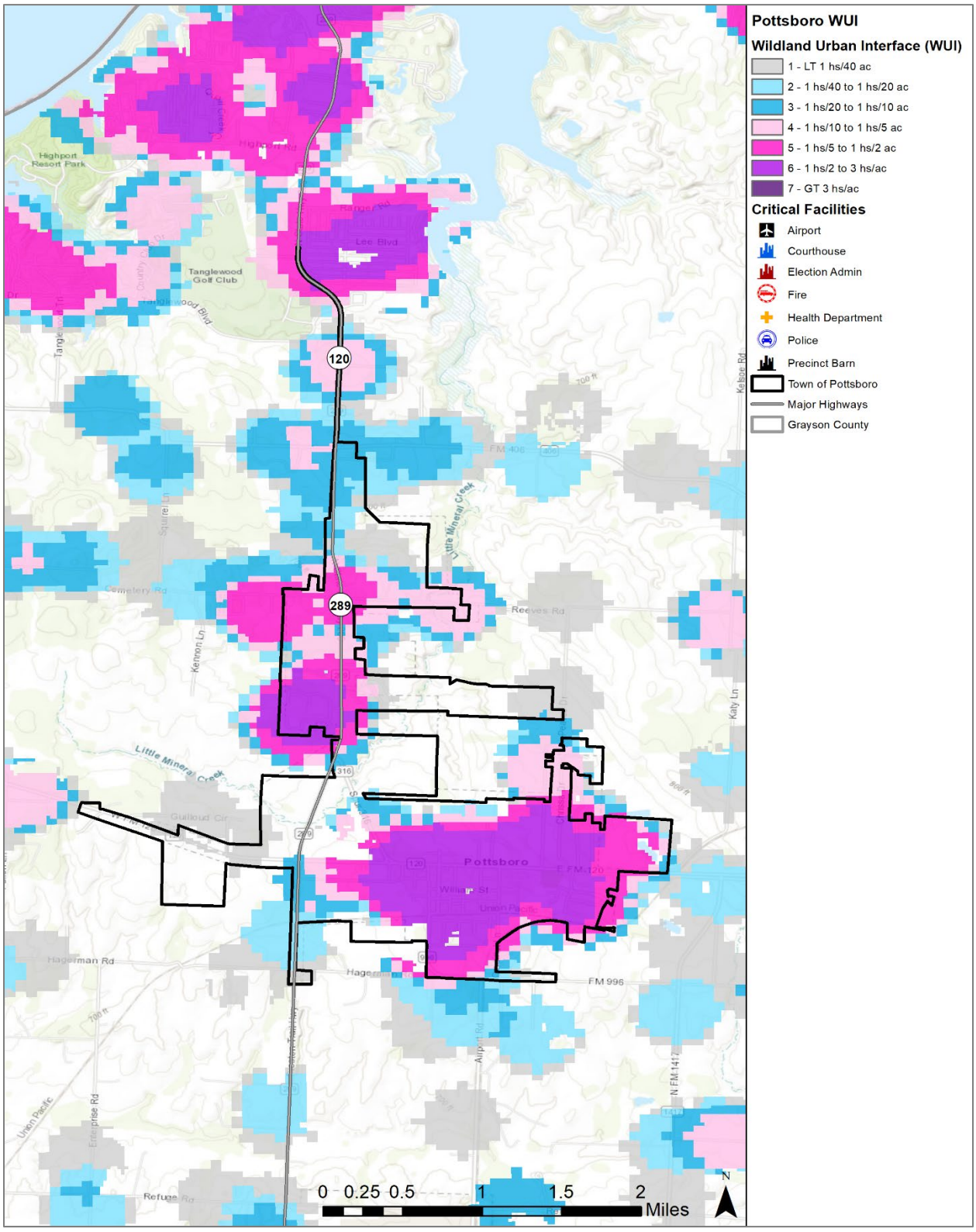
It is estimated that 77.9 percent of the total population in the City of Howe live within the WUI.

Figure 13-8. Wildland Urban Interface Map – City of Knollwood



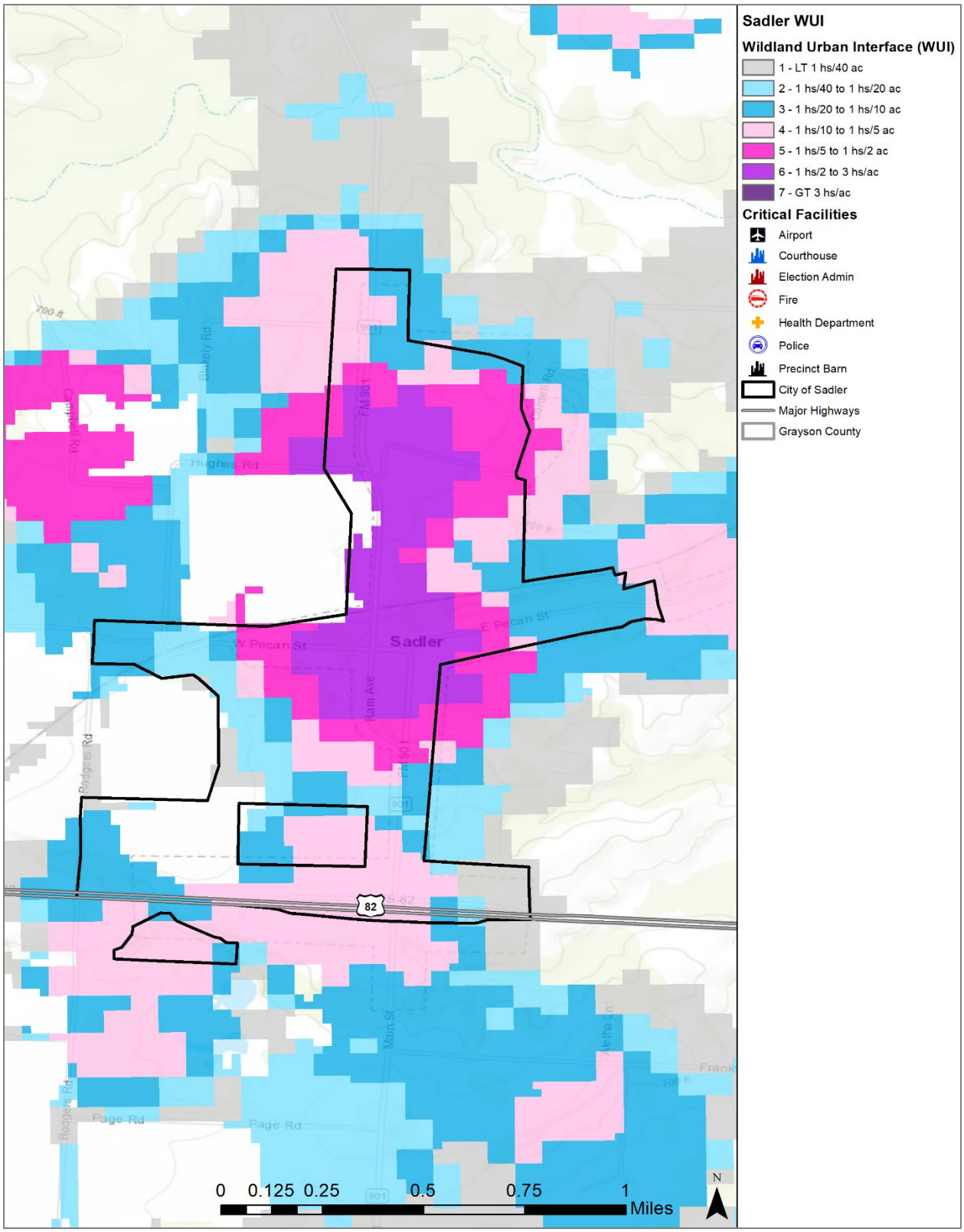
It is estimated that 100 percent of the total population in the City of Knollwood live within the WUI.

Figure 13-9. Wildland Urban Interface Map – City of Pottsboro



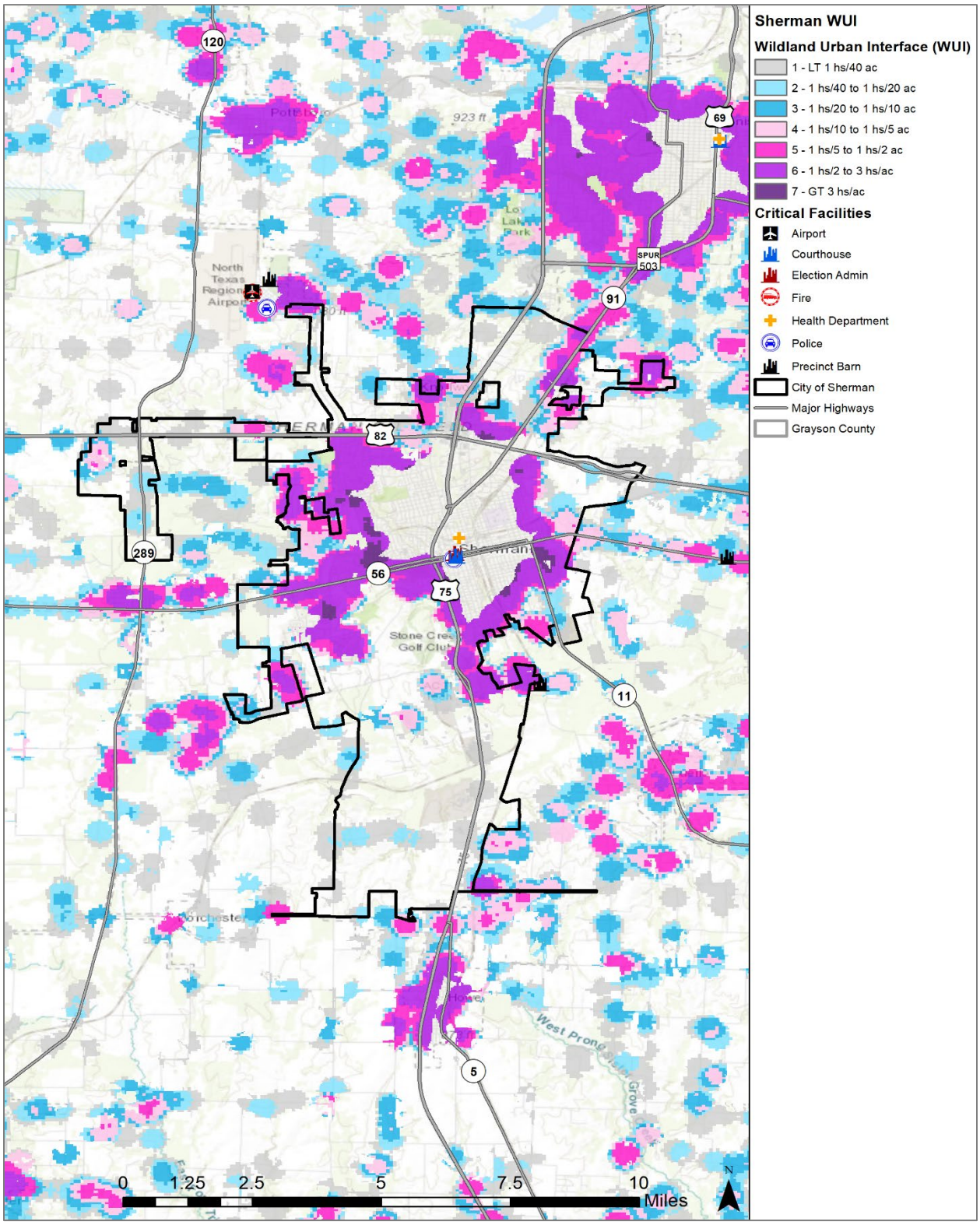
It is estimated that 99.7 percent of the total population in the City of Pottsboro live within the WUI.

Figure 13-10. Wildland Urban Interface Map – City of Sadler



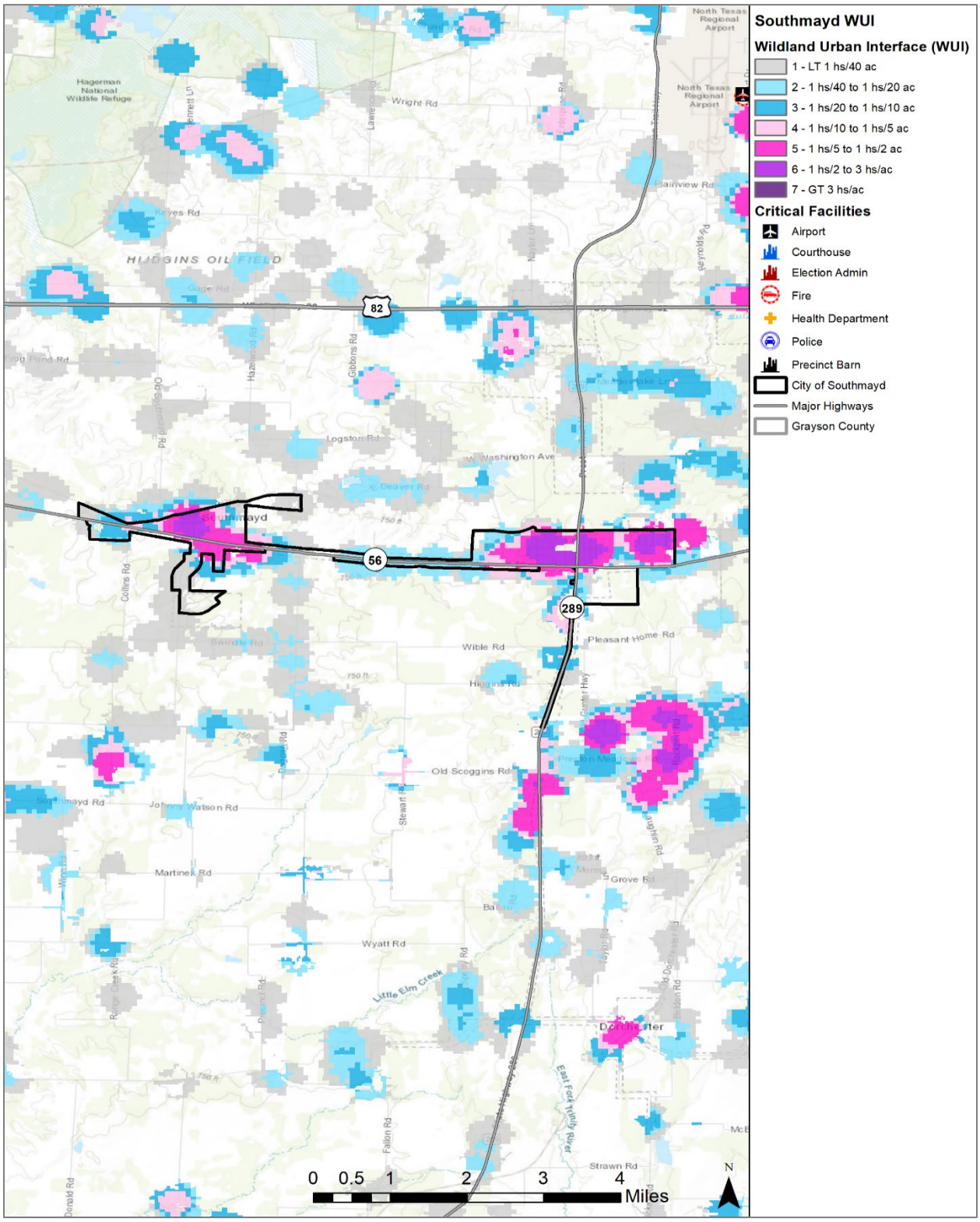
It is estimated that 95.2 percent of the total population in the City of Sadler live within the WUI.

Figure 13-11. Wildland Urban Interface Map – City of Sherman



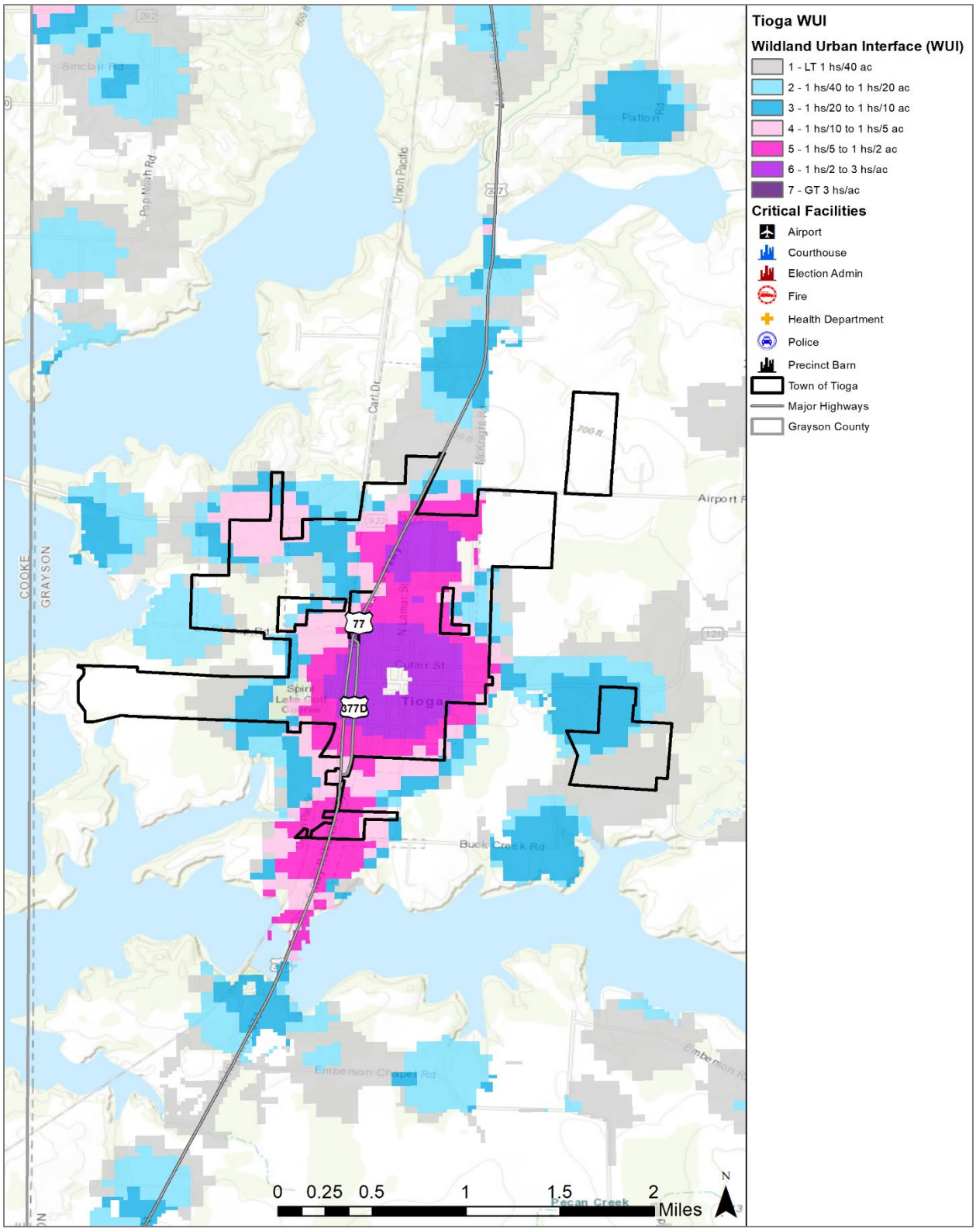
It is estimated that 55.7 percent of the total population in the City of Sherman live within the WUI.

Figure 13-12. Wildland Urban Interface Map – City of Southmayd



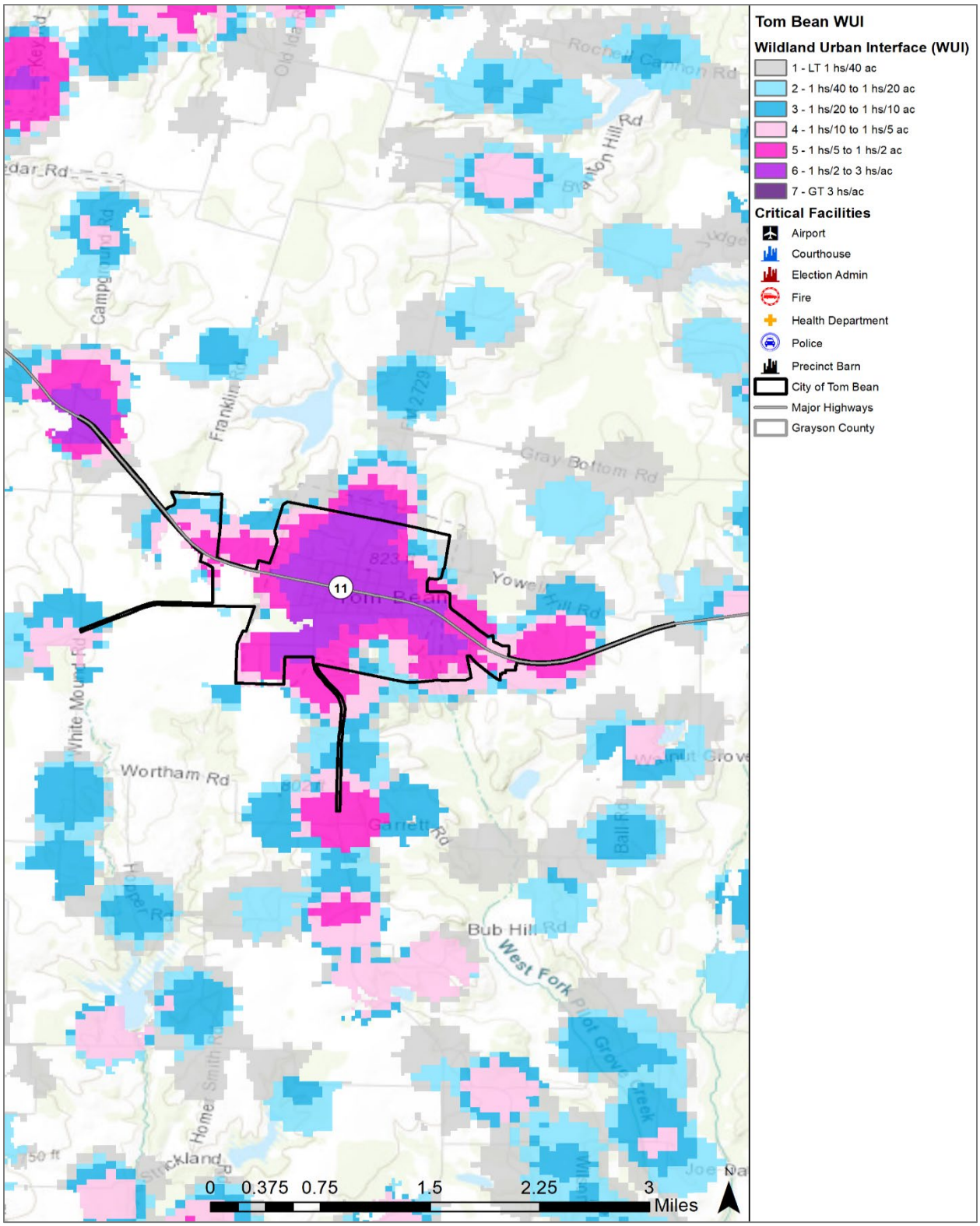
It is estimated that 96.2 percent of the total population in the City of Southmayd live within the WUI.

Figure 13-13. Wildland Urban Interface Map – City of Tioga



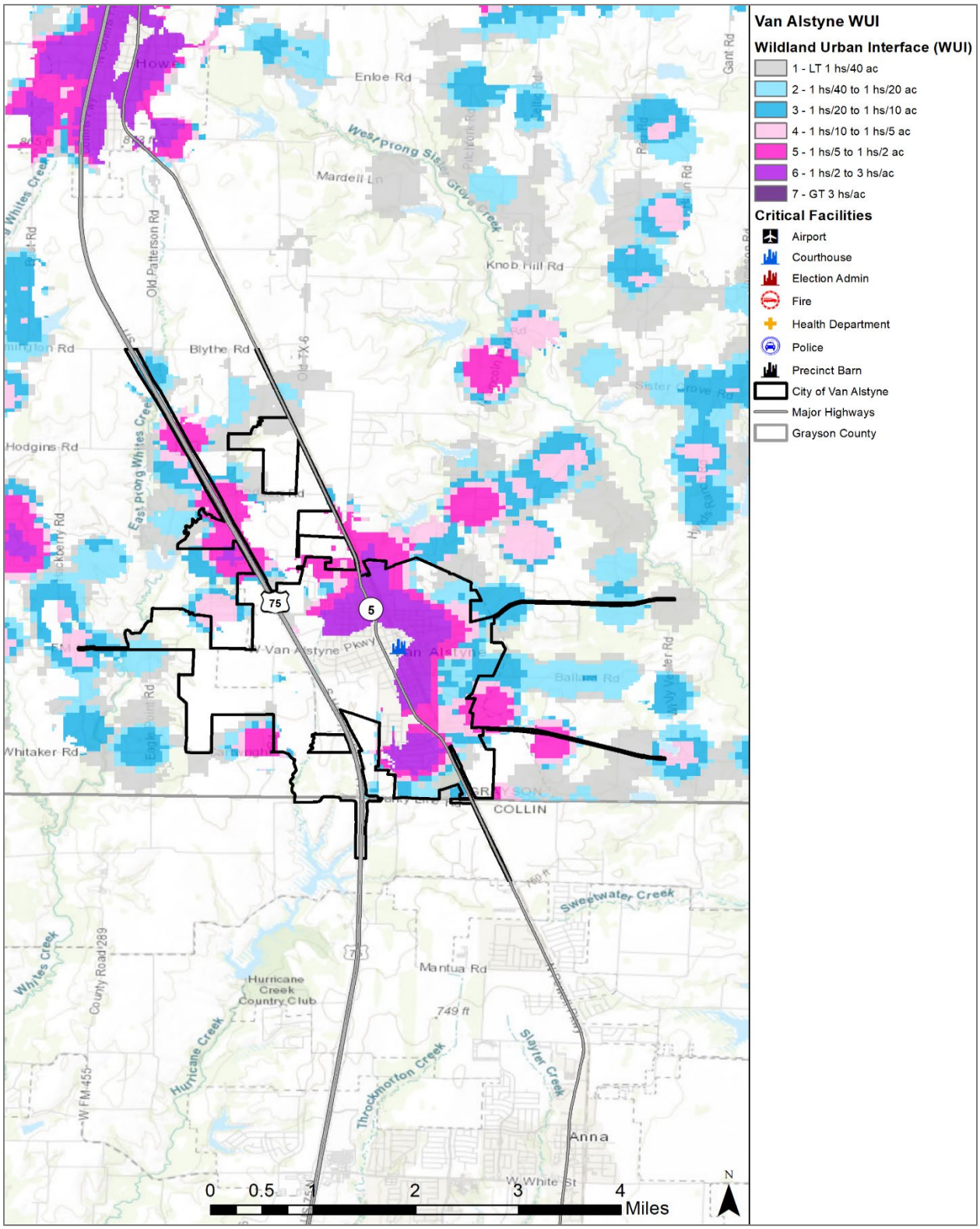
It is estimated that 96.5 percent of the total population in the City of Tioga live within the WUI.

Figure 13-14. Wildland Urban Interface Map – City of Tom Bean



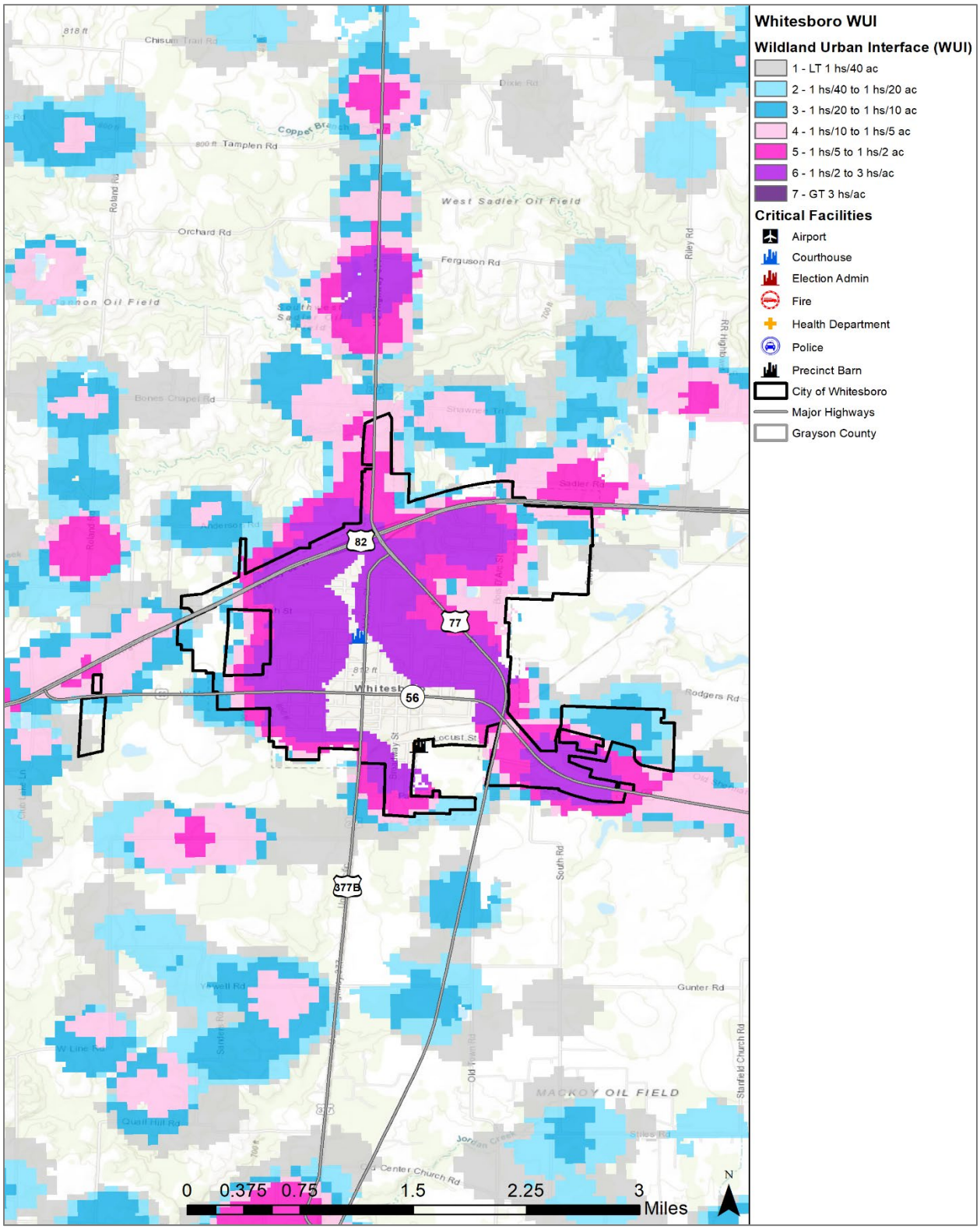
It is estimated that 98.7 percent of the total population in the City of Tom Bean live within the WUI.

Figure 13-15. Wildland Urban Interface Map – City of Van Alstyne



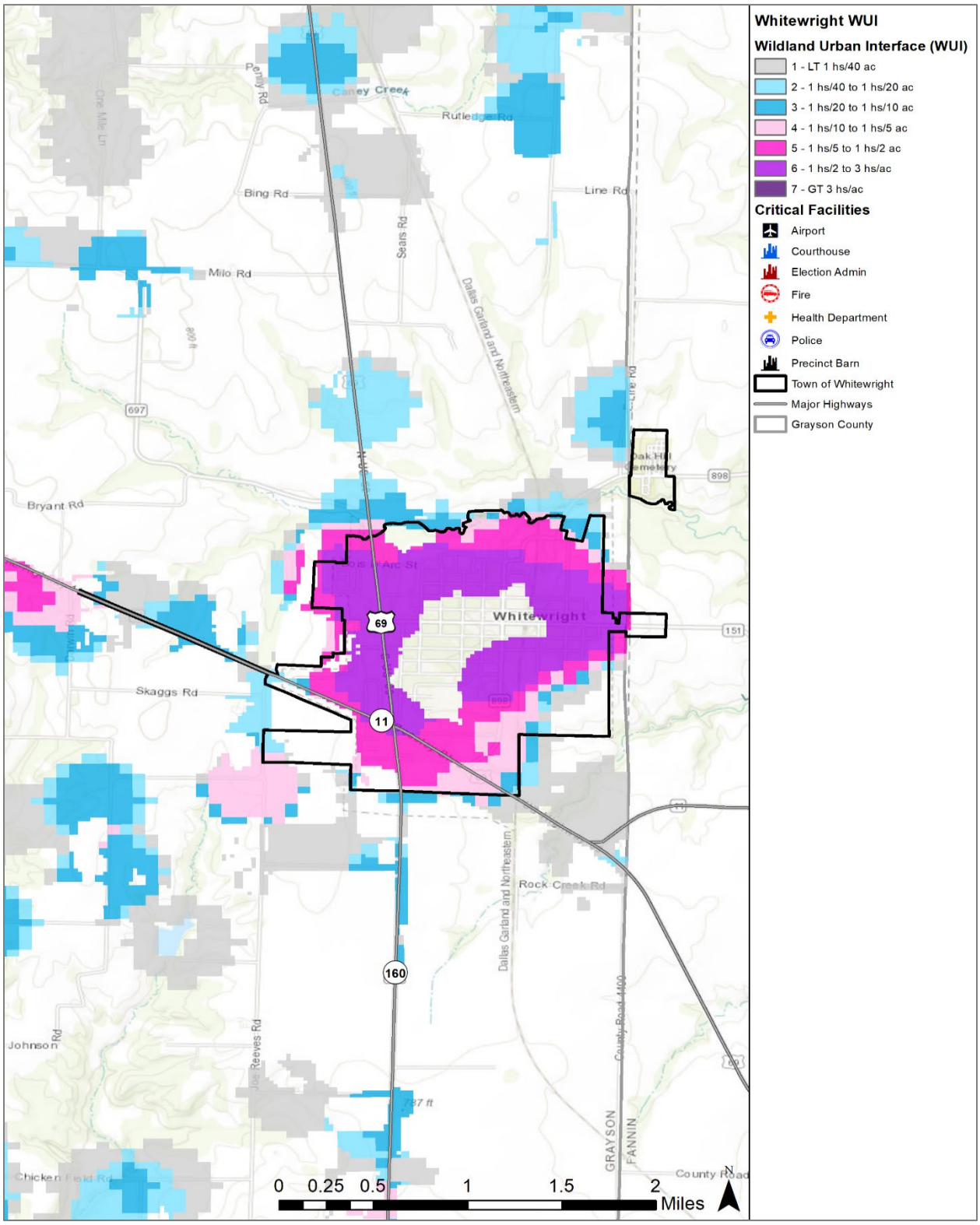
It is estimated that 63.4 percent of the total population in the City of Van Alstyne live within the WUI.

Figure 13-16. Wildland Urban Interface Map – City of Whitesboro



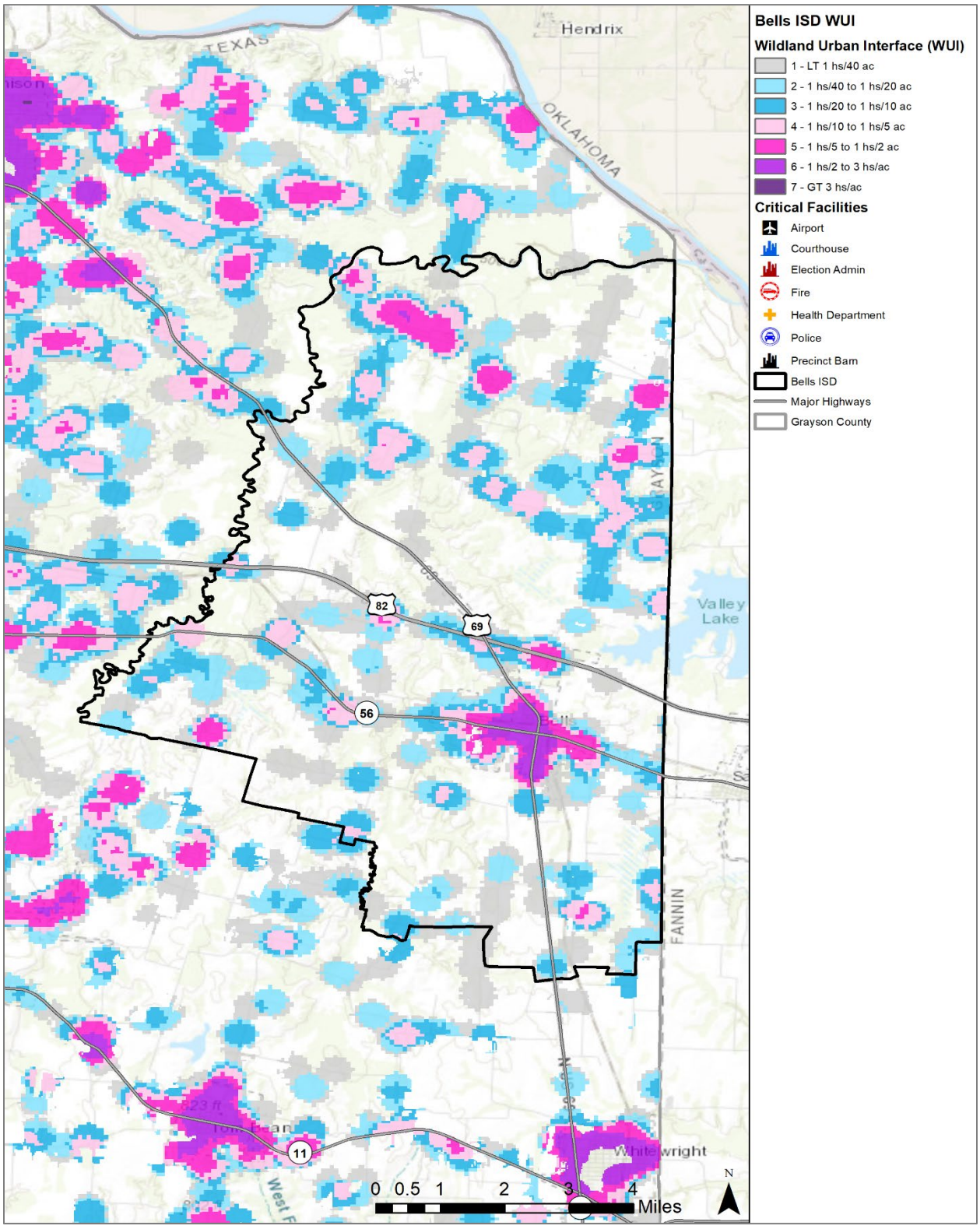
It is estimated that 71.3 percent of the total population in the City of Whitesboro live within the WUI.

Figure 13-17. Wildland Urban Interface Map – City of Whitewright



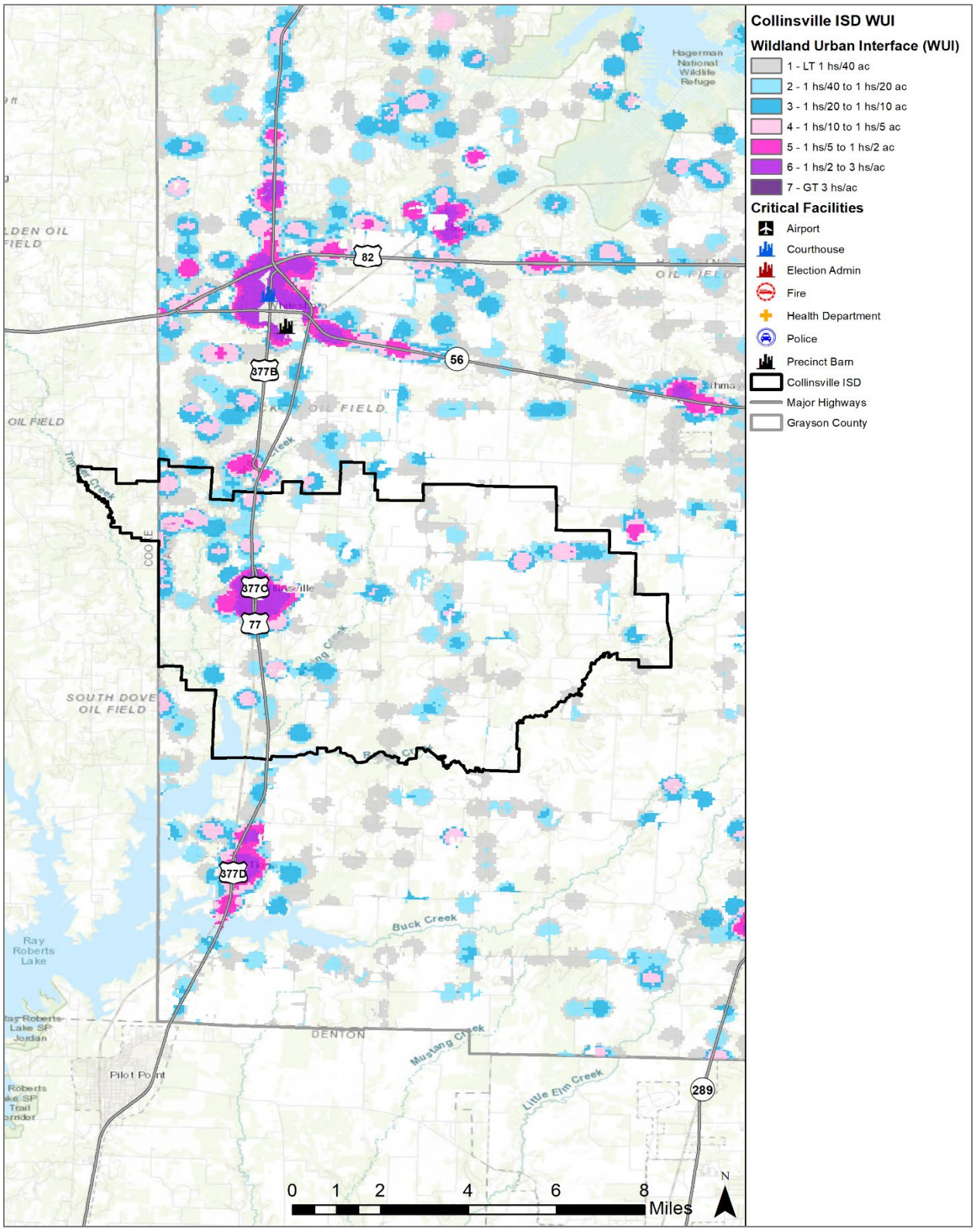
It is estimated that 70.9 percent of the total population in the City of Whitewright live within the WUI.

Figure 13-18. Wildland Urban Interface Map – Bell ISD



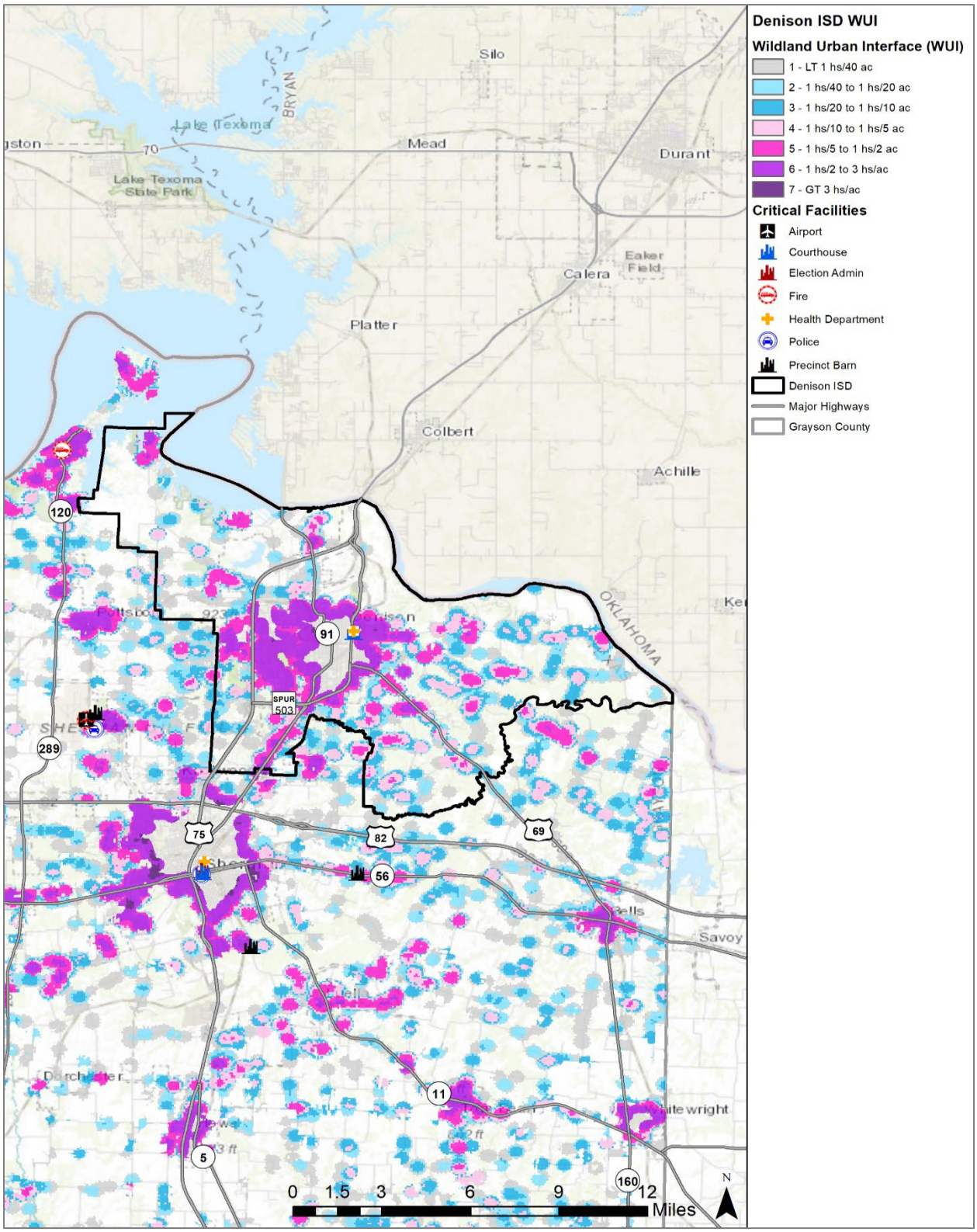
No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-19. Wildland Urban Interface Map – Collinsville ISD



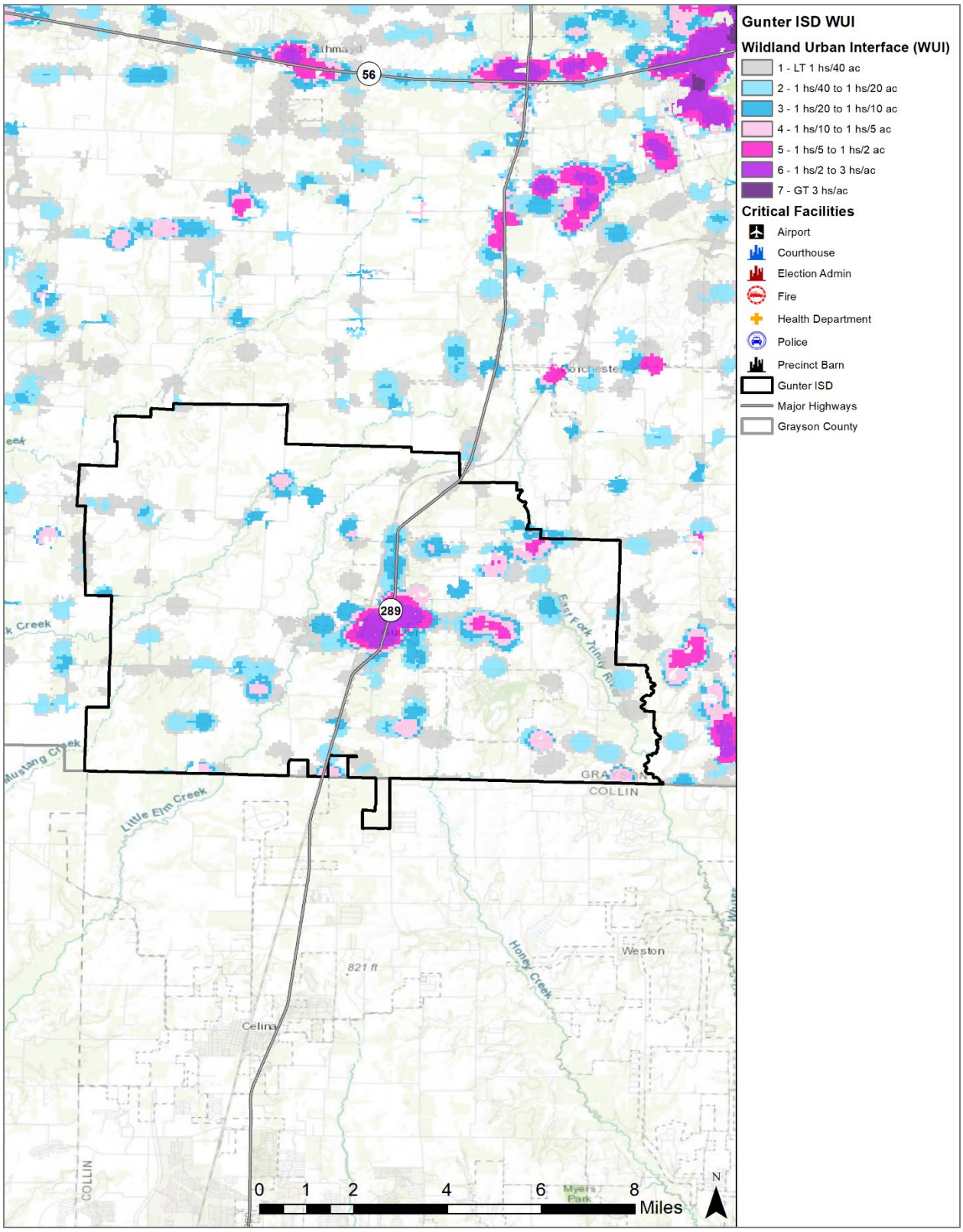
No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-20. Wildland Urban Interface Map – Denison ISD



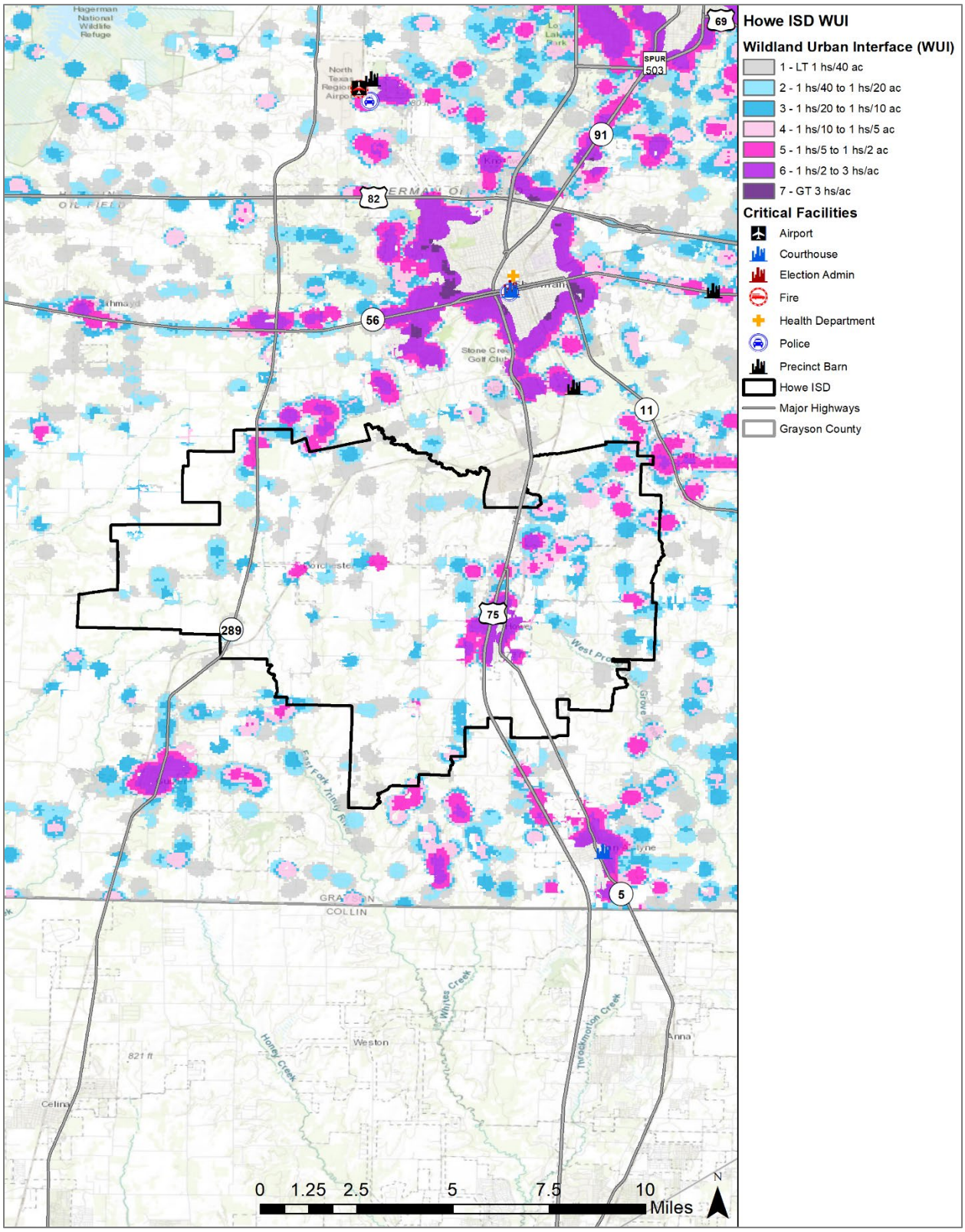
No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-21. Wildland Urban Interface Map – Gunter ISD



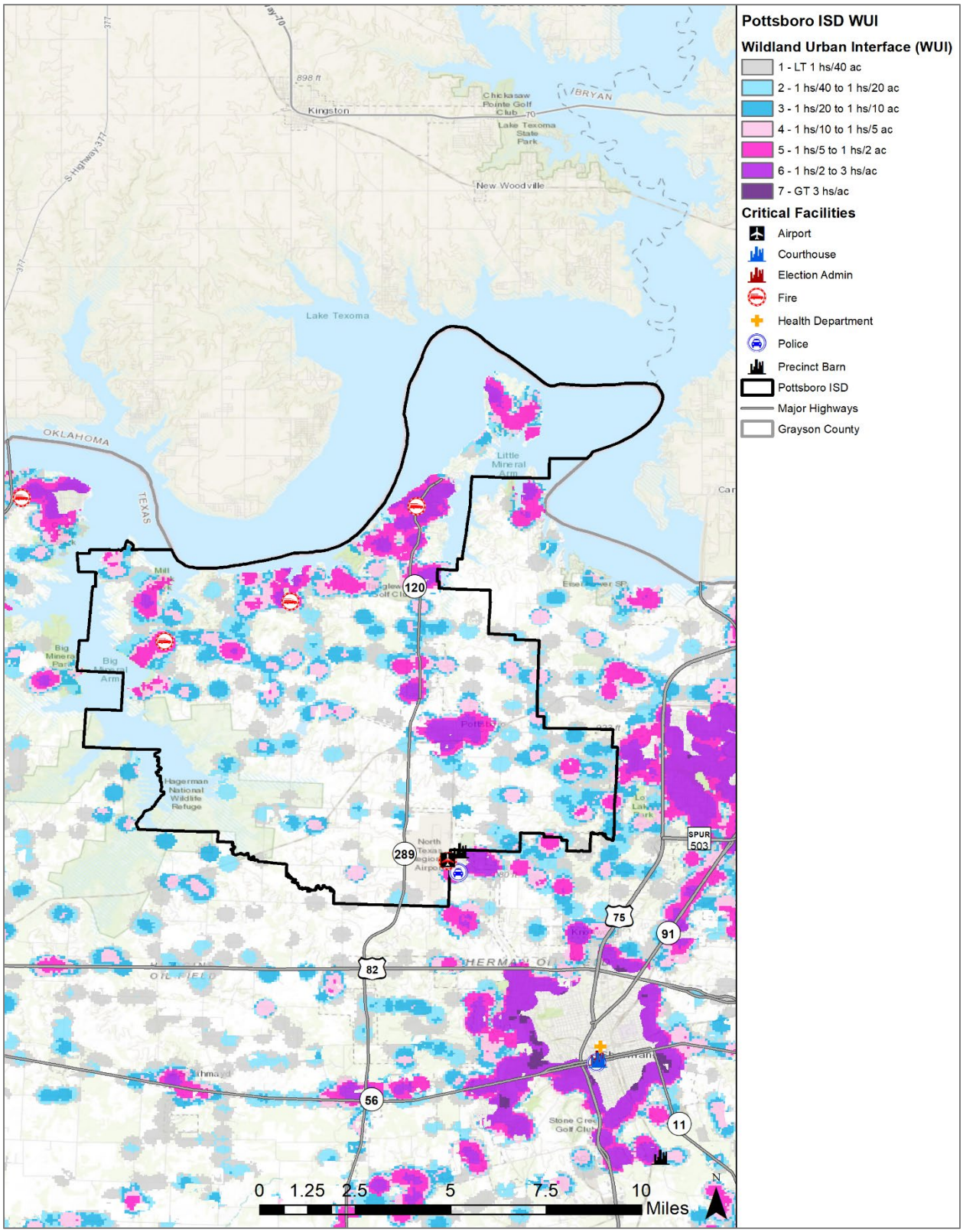
No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-22. Wildland Urban Interface Map – Howe ISD



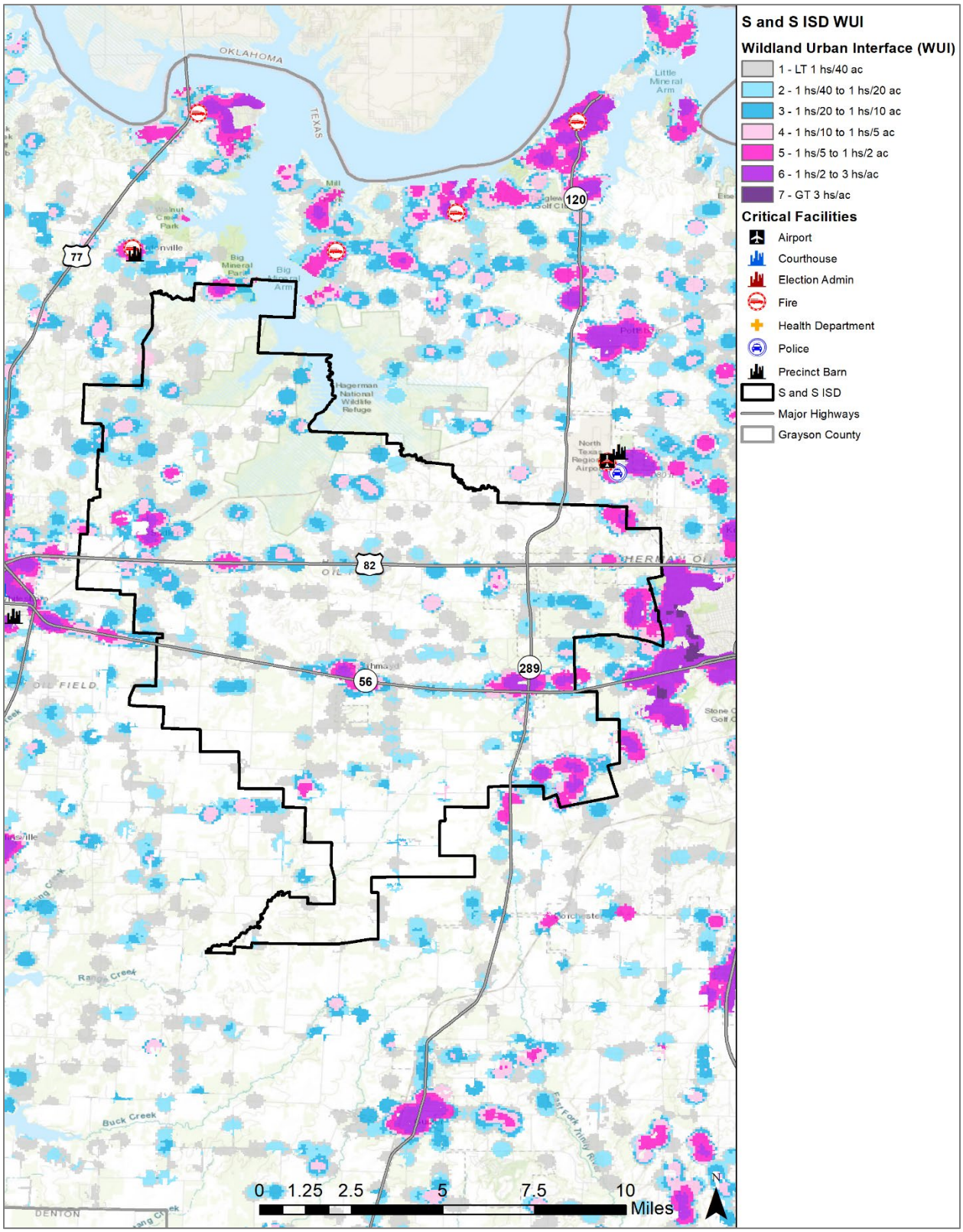
No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-23. Wildland Urban Interface Map – Pottsboro ISD



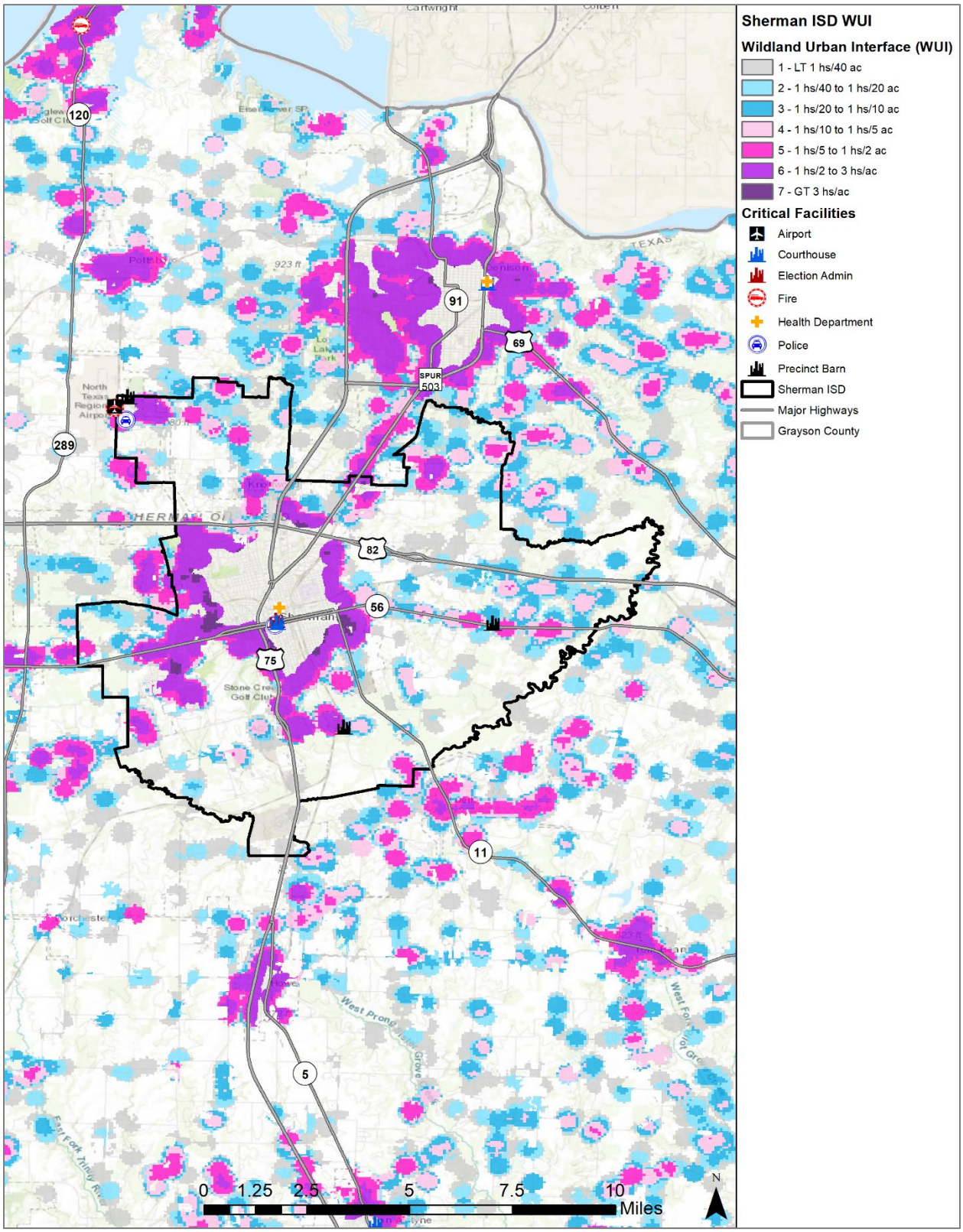
No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-24. Wildland Urban Interface Map – S&S CISD



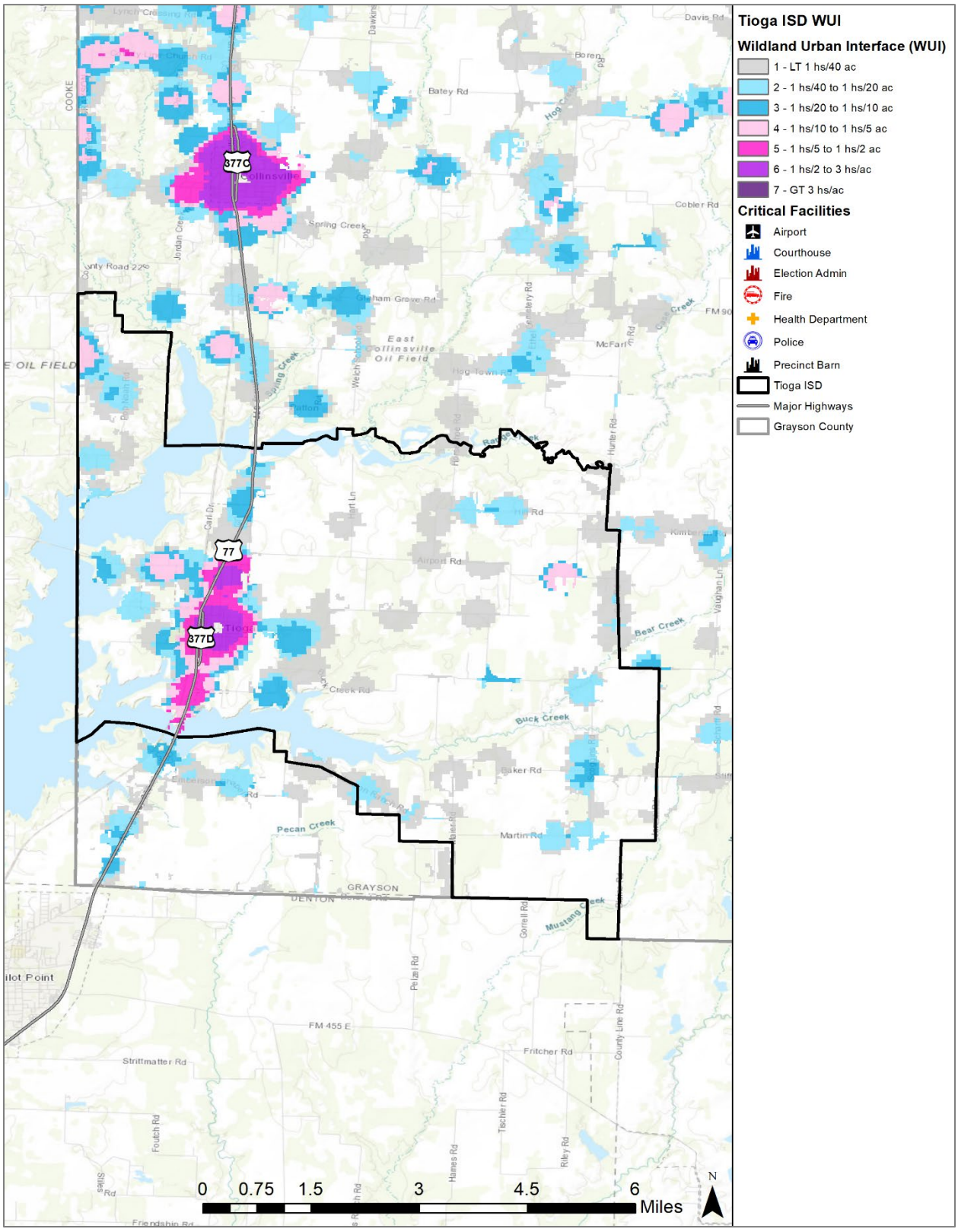
No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-25. Wildland Urban Interface Map – Sherman ISD



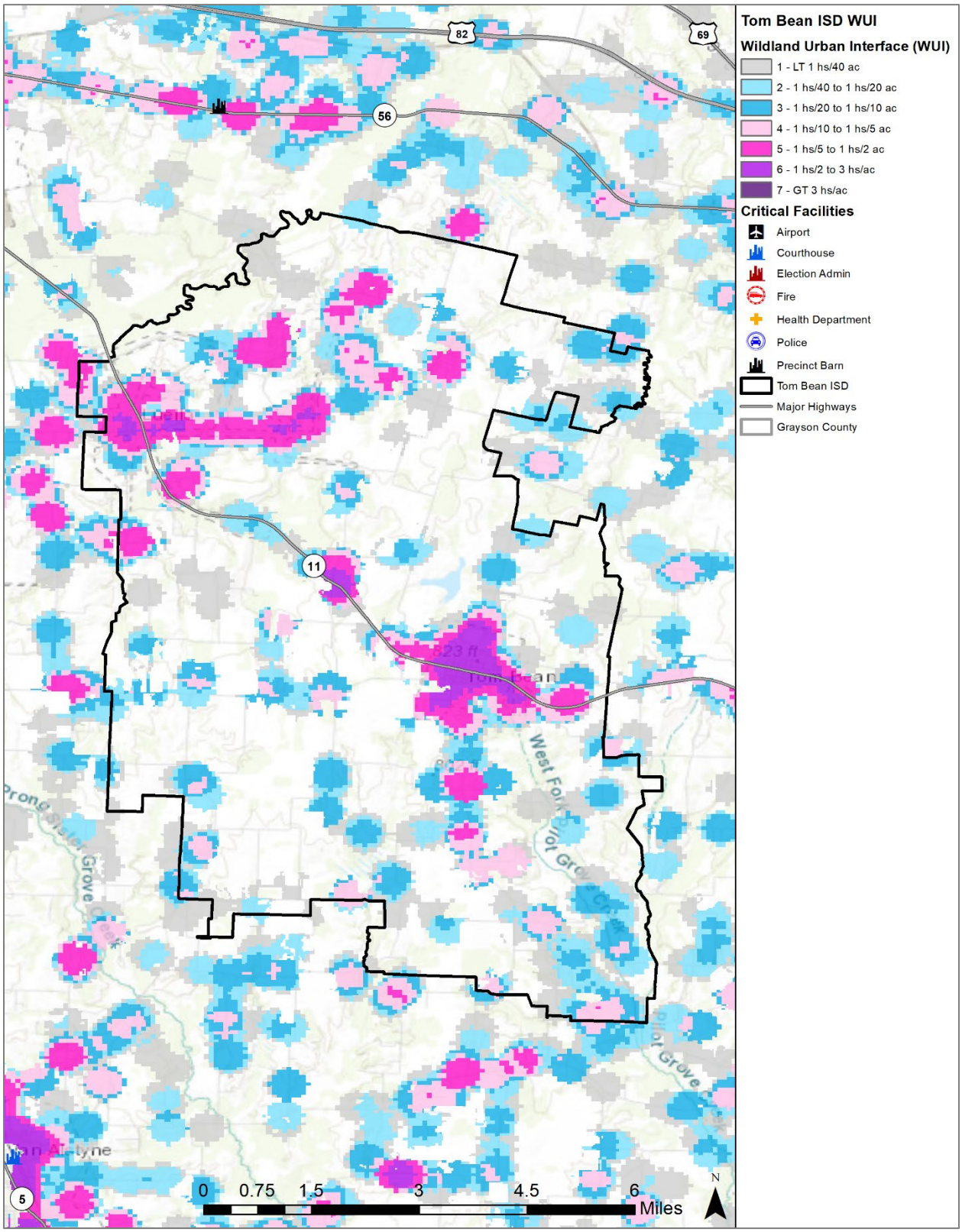
No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-26. Wildland Urban Interface Map – Tioga ISD



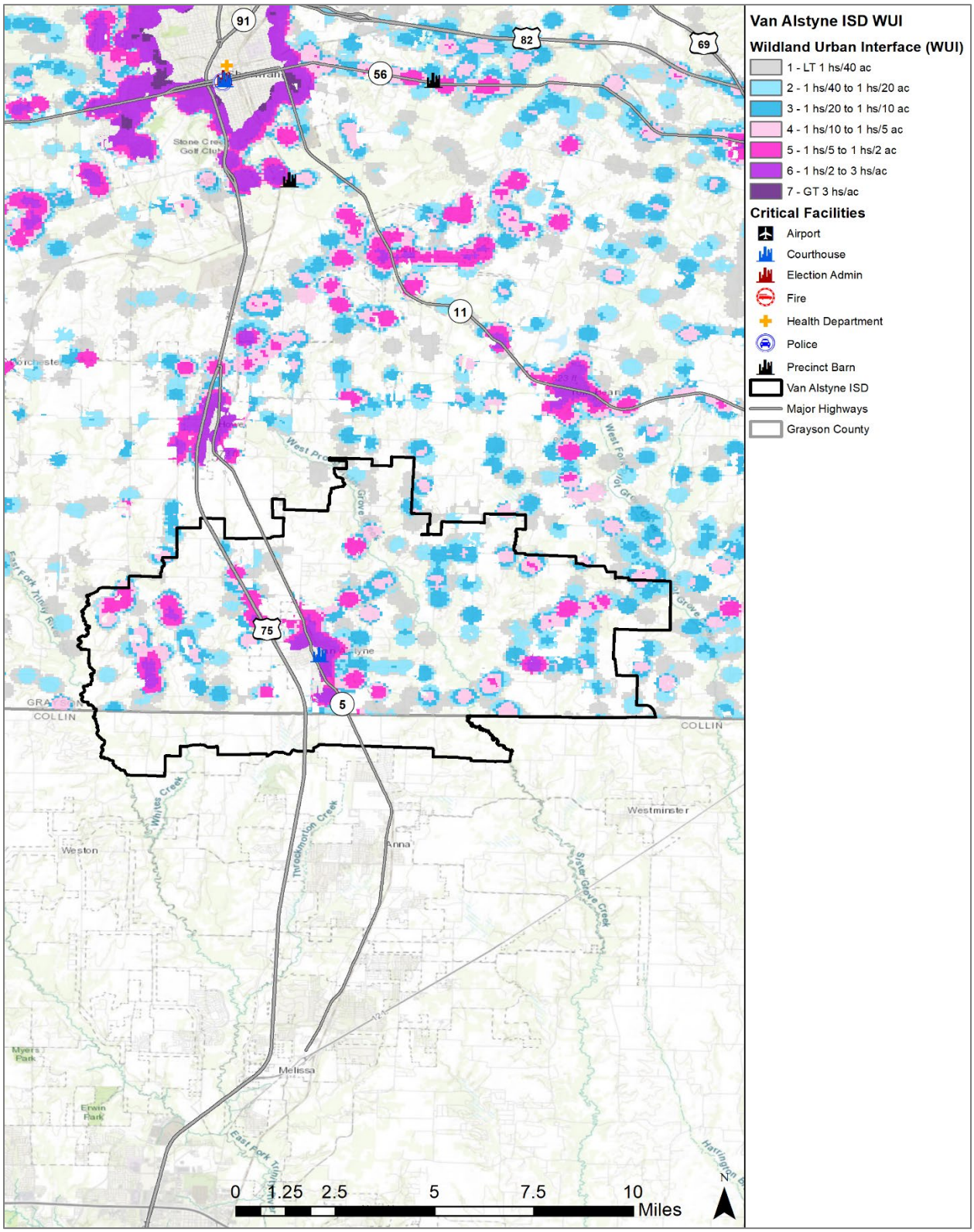
No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-27. Wildland Urban Interface Map – Tom Bean ISD



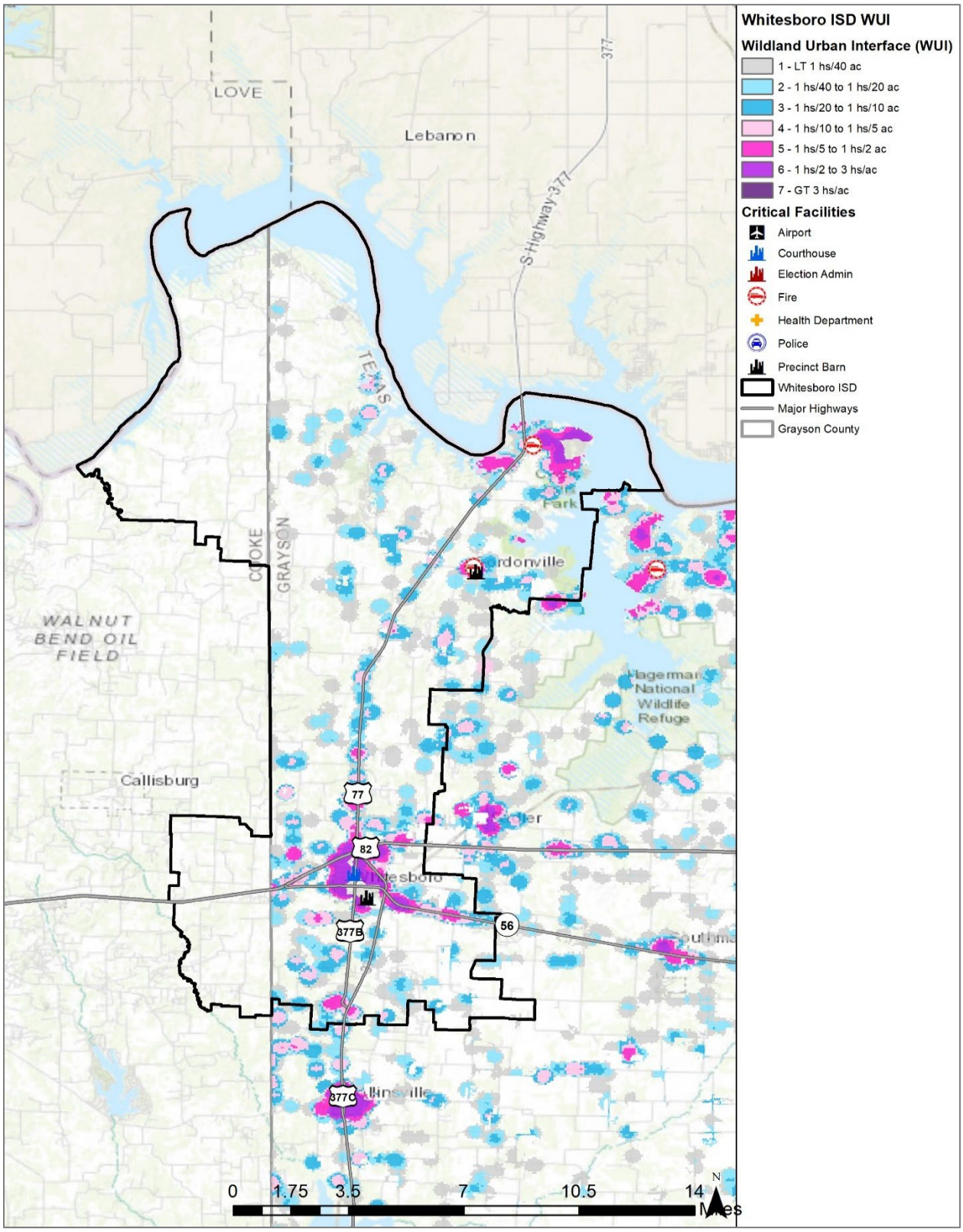
No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-28. Wildland Urban Interface Map – Van Alstyne ISD



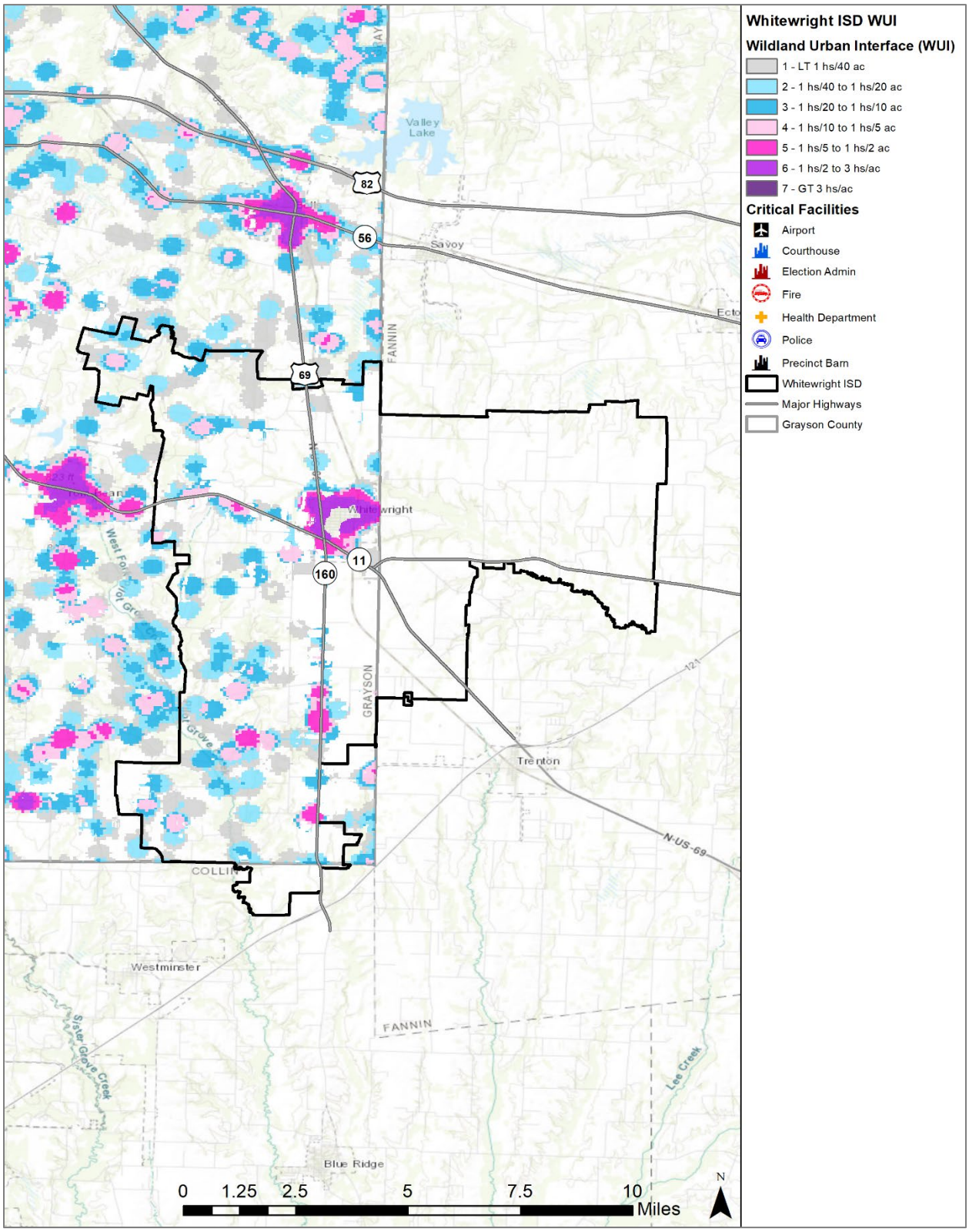
No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-29. Wildland Urban Interface Map – Whitesboro ISD



No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

Figure 13-30. Wildland Urban Interface Map – Whitewright ISD



No ISD facilities are located in the WUI. However, the entire ISD is at some risk for wildfire.

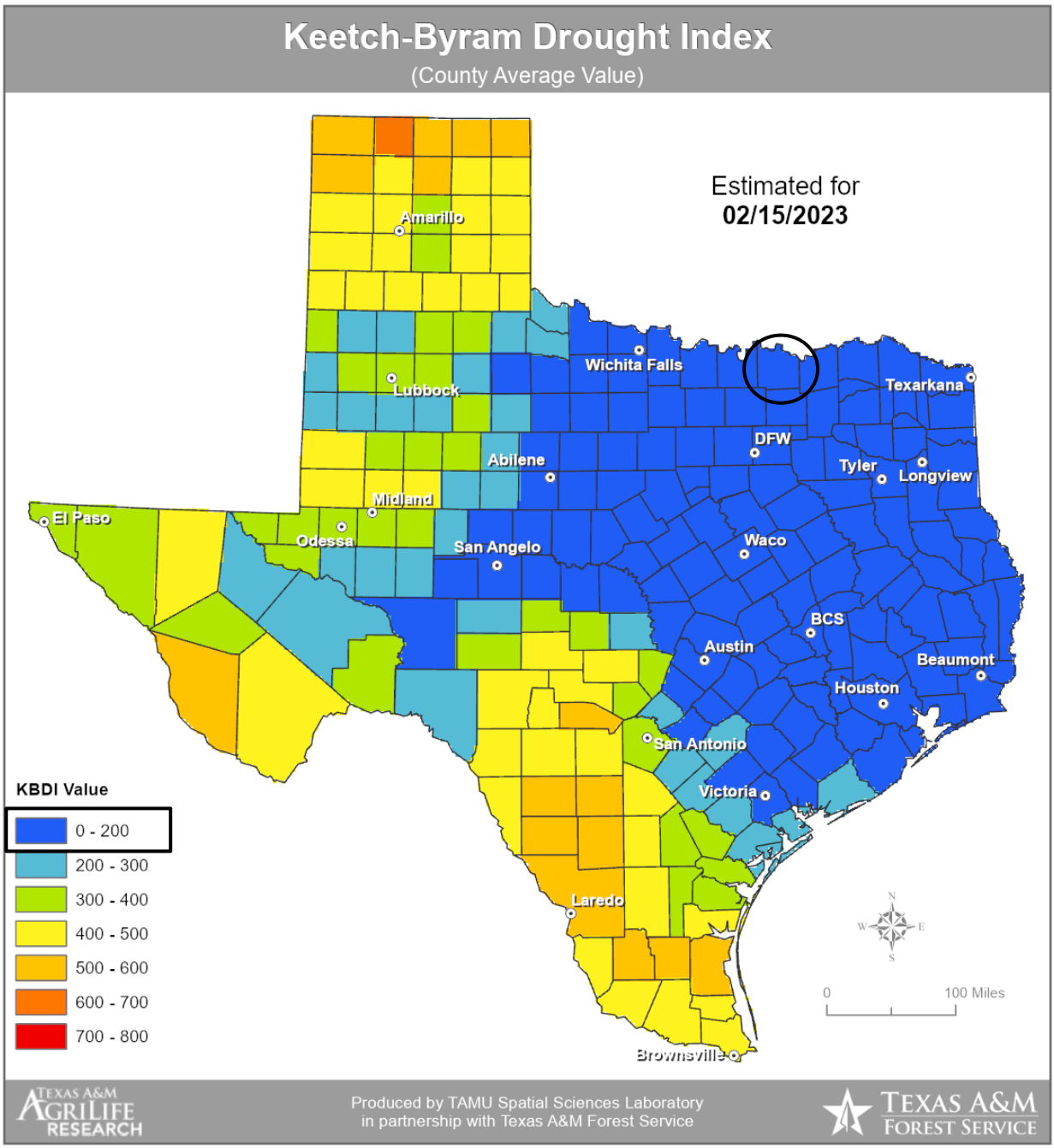
EXTENT



Risk for a wildfire event is measured in terms of magnitude and intensity using the Keetch Byram Drought Index (KBDI), a mathematical system for relating current and recent weather conditions to potential or expected fire behavior. The KBDI determines forest fire potential based on a daily water balance, derived by balancing a drought factor with precipitation and soil moisture (assumed to have a maximum storage capacity of eight inches), and is expressed in hundredths of an inch of soil moisture depletion.

Each color in Figure 13-31 represents the drought index at that location. The drought index ranges from 0 to 800. A drought index of 0 represents no moisture depletion, and a drought index of 800 represents absolutely dry conditions.

Figure 13-31. Keetch-Byram Drought Index (KBDI) for the State of Texas, 2023[1]



Fire behavior can be categorized at four distinct levels on the KBDI:

- **0 -200:** Soil and fuel moisture are high. Most fuels will not readily ignite or burn. However, with sufficient sunlight and wind, cured grasses and some light surface fuels will burn in spots and patches.

[1] Grayson County is located within the black circle.

- **200 -400:** Fires more readily burn and will carry across an area with no gaps. Heavier fuels will not readily ignite and burn. Expect smoldering and the resulting smoke to carry into and possibly through the night.
- **400 -600:** Fires intensity begins to significantly increase. Fires will readily burn in all directions exposing mineral soils in some locations. Larger fuels may burn or smolder for several days creating possible smoke and control problems.
- **600 -800:** Fires will burn to mineral soil. Stumps will burn to the end of underground roots and spotting will be a major problem. Fires will burn through the night and heavier fuels will actively burn and contribute to fire intensity.

The KBDI is a good measure of the readiness of fuels for a wildfire event. It should be referenced as the area experiences changes in precipitation and soil moisture, while caution should be exercised in dryer, hotter conditions.

The range of intensity for the Grayson County planning area, including participating jurisdictions and ISDs, in a wildfire event is within 79 to 775. The average extent to be mitigated for the planning area, is a KBDI of 427. At this level fires intensity begins to significantly increase. Fire will readily burn in all directions exposing mineral soils in some locations. The worst the planning area can anticipate based on historical occurrences and readily available fuel is 79 to 775 as 427 falls within this range. At the high end of this range fires will burn to mineral soil. Stumps will burn to the end of underground roots and spotting will be a major problem. Fires will burn through the night and heavier fuels will actively burn and contribute to fire intensity.

The Texas Forest Service's Fire Intensity Scale identifies areas where significant fuel hazards and associated dangerous fire behavior potential exist based on weighted average of four percentile weather categories. The Grayson County planning area has a potential for limited to moderate wildfire intensities. Figures 13-32 through 13-61 identify the wildfire intensity for the planning area, including participating jurisdictions and ISDs.

Figure 13-32. Fire Intensity Scale Map – Grayson County

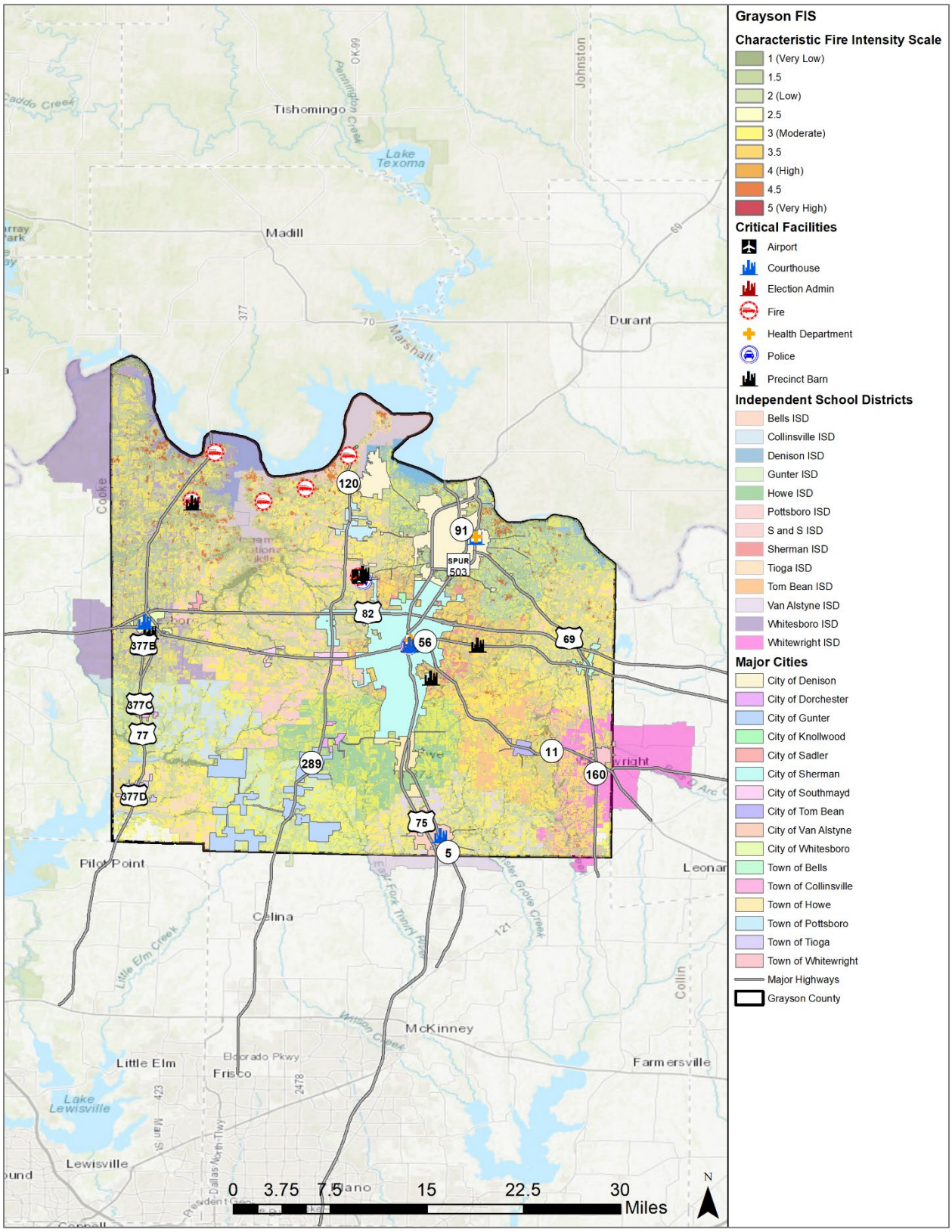


Figure 13-33. Fire Intensity Scale Map – City of Bells

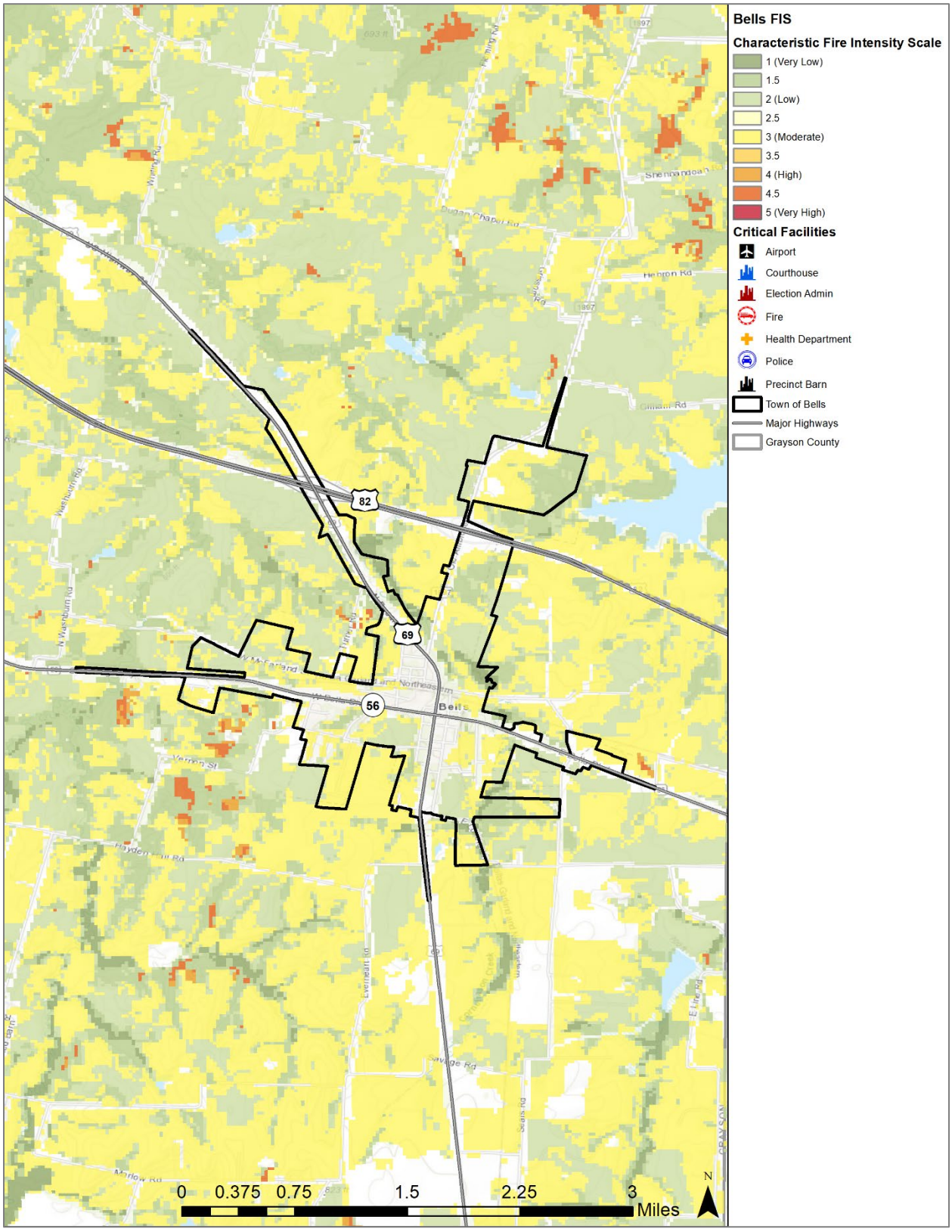


Figure 13-34. Fire Intensity Scale Map – City of Collinsville

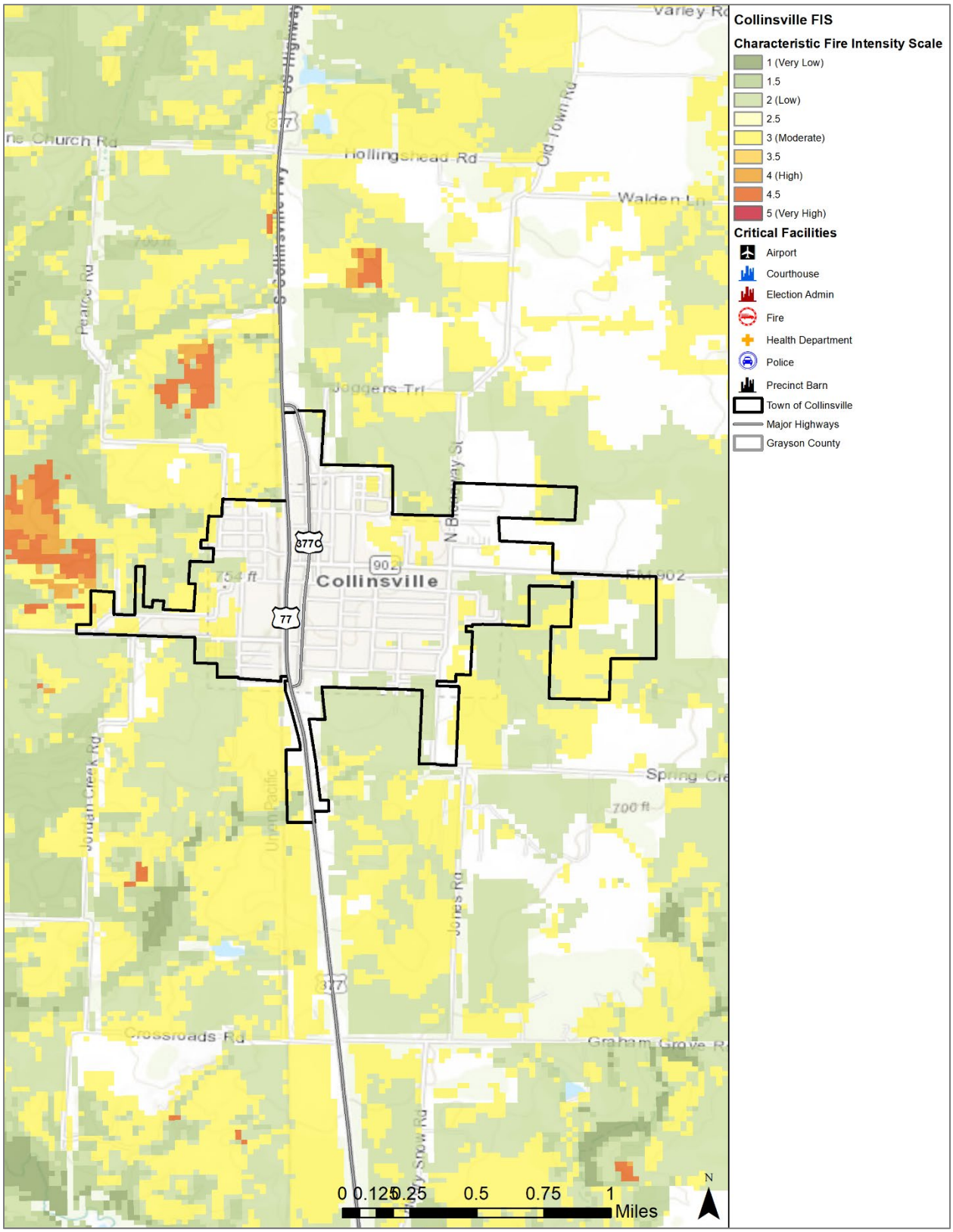


Figure 13-35. Fire Intensity Scale Map – City of Denison

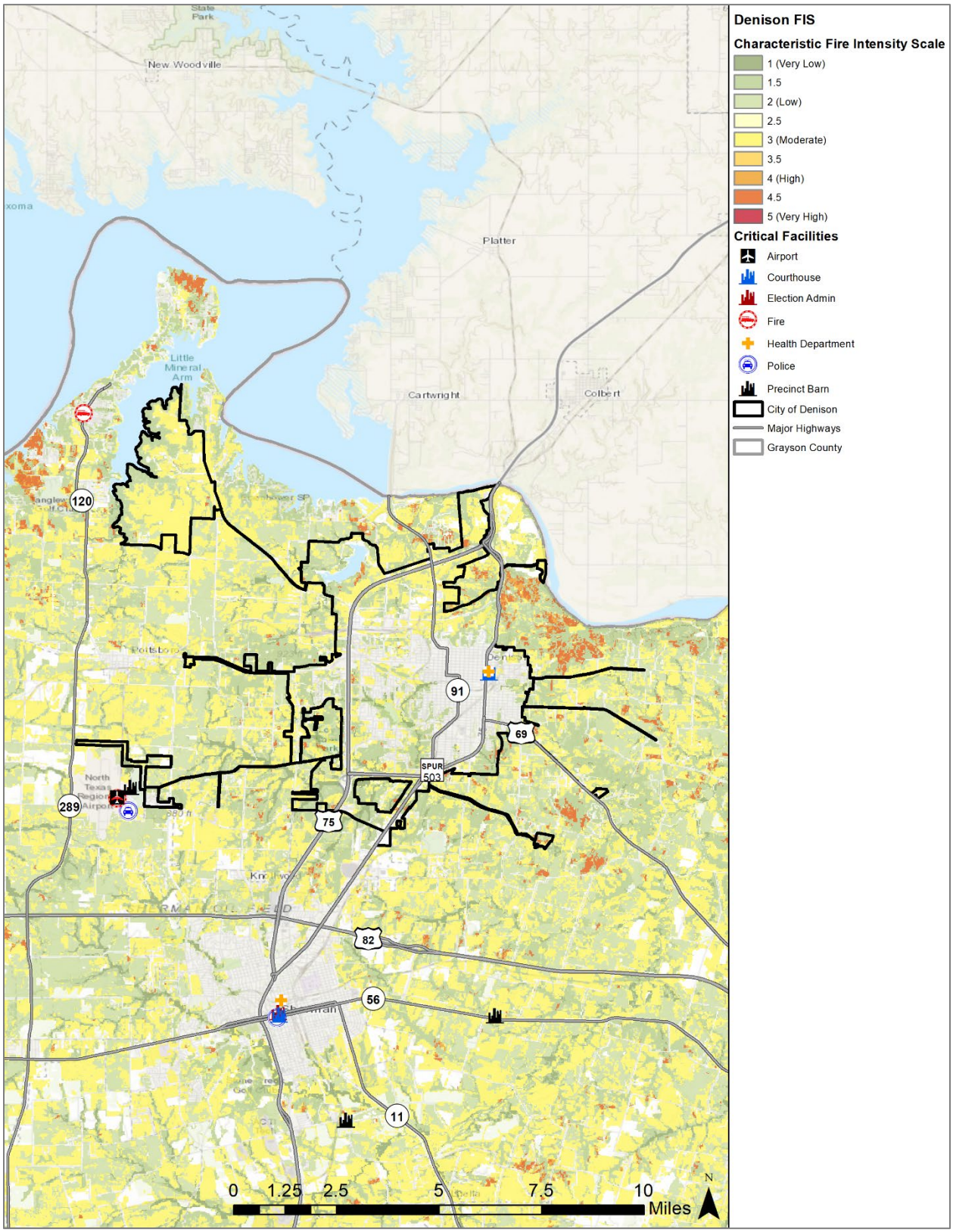


Figure 13-36. Fire Intensity Scale Map – City of Dorchester

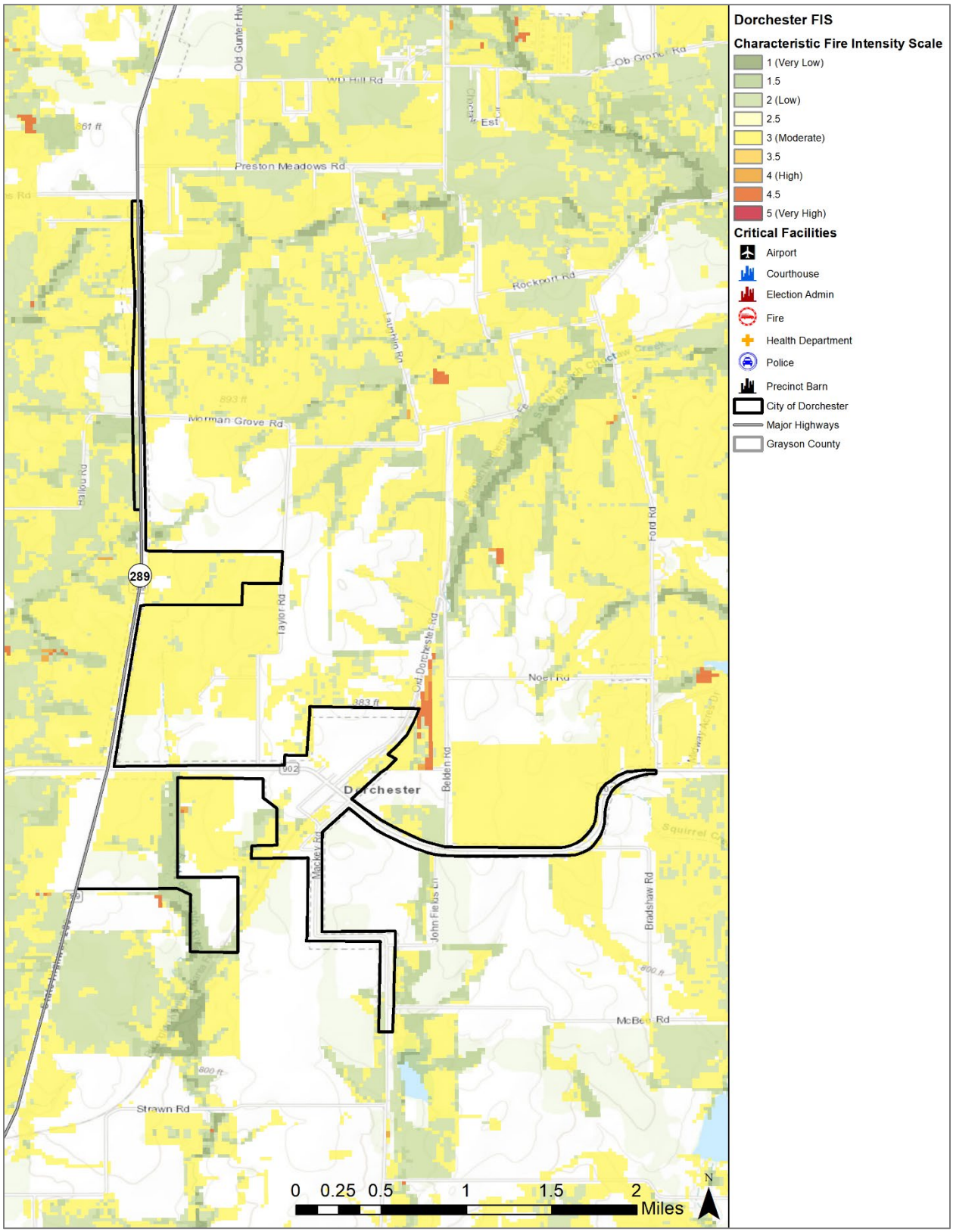


Figure 13-37. Fire Intensity Scale Map – City of Gunter

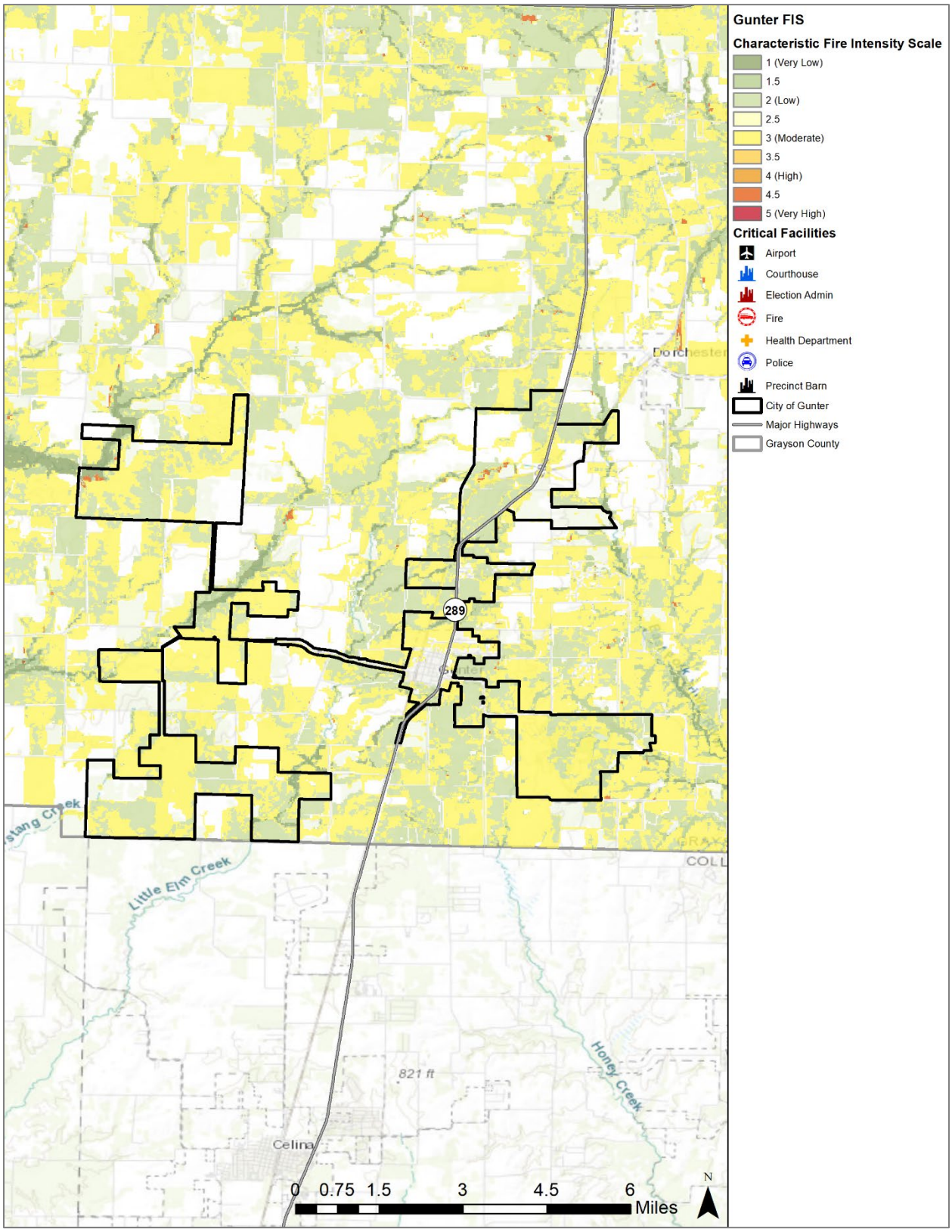


Figure 13-38. Fire Intensity Scale Map – City of Howe

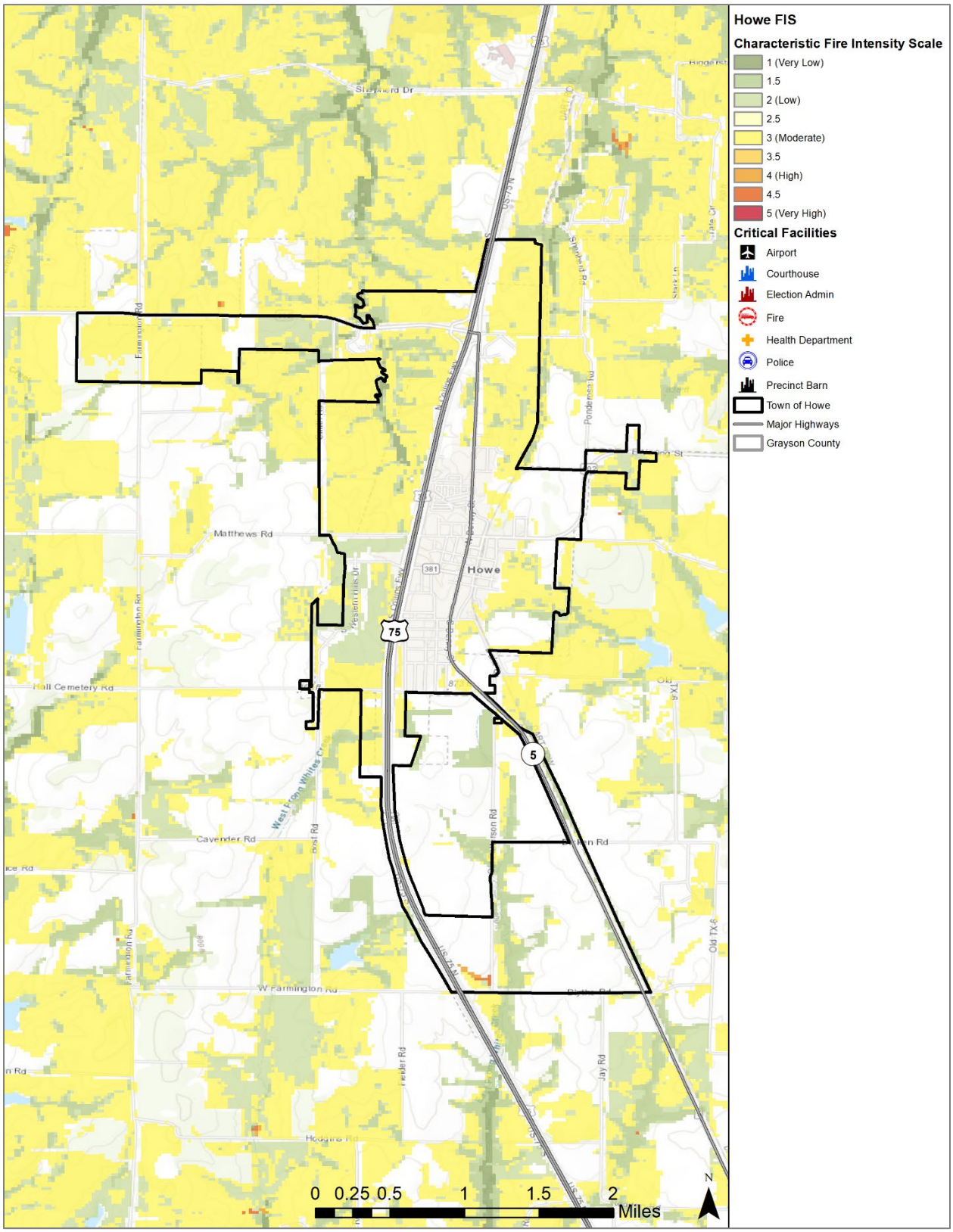


Figure 13-39. Fire Intensity Scale Map – City of Knollwood

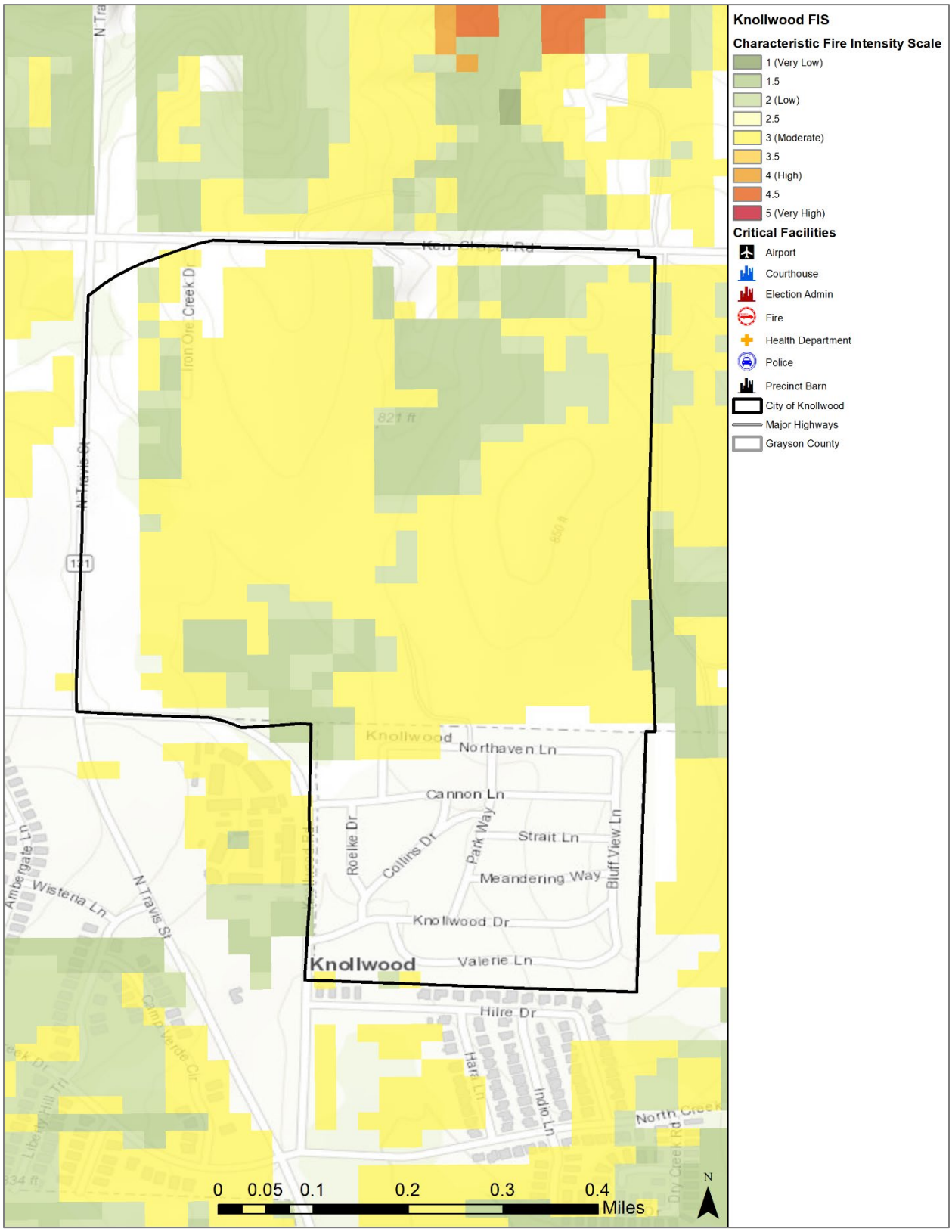


Figure 13-40. Fire Intensity Scale Map – City of Pottsboro

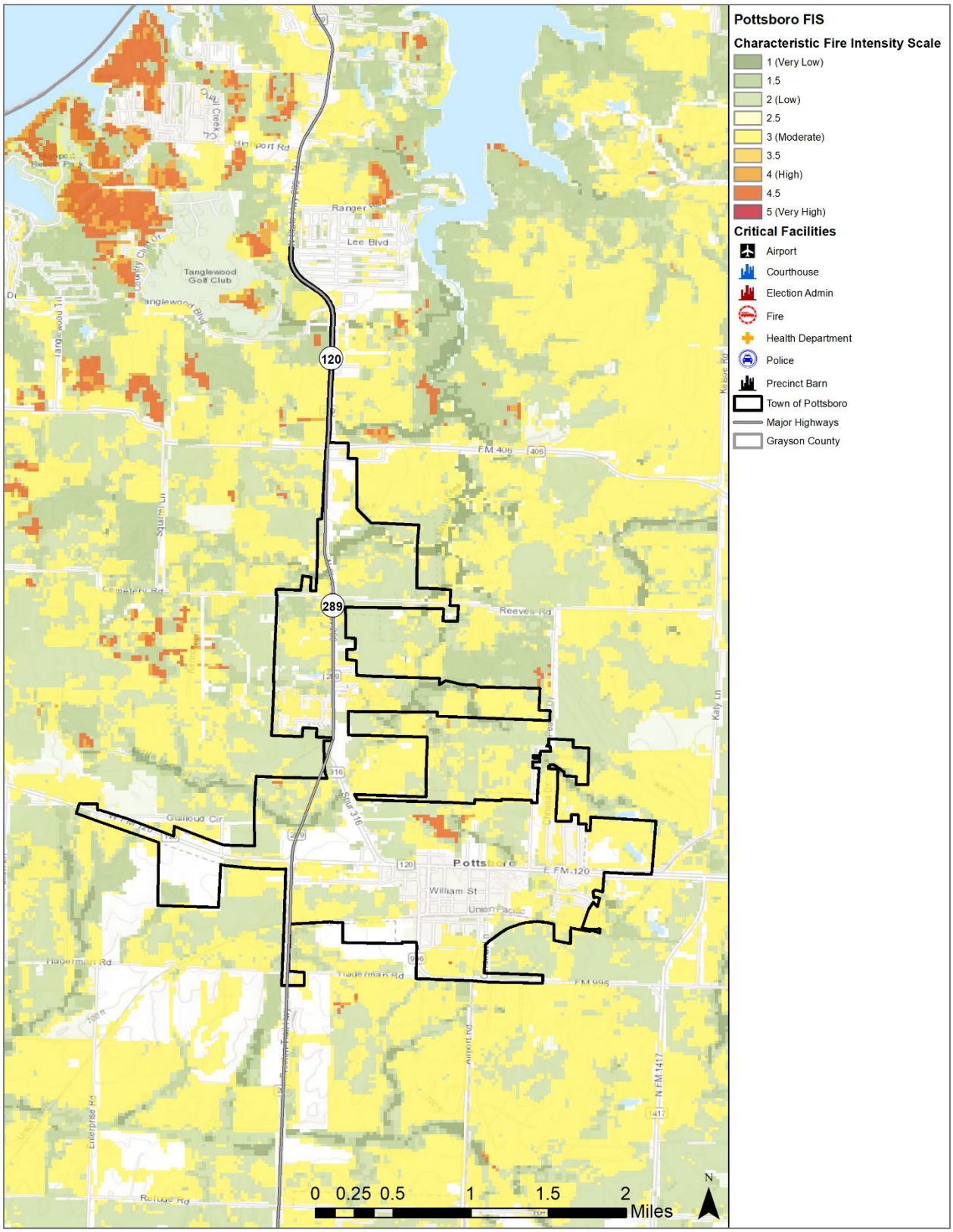


Figure 13-41. Fire Intensity Scale Map – City of Sadler

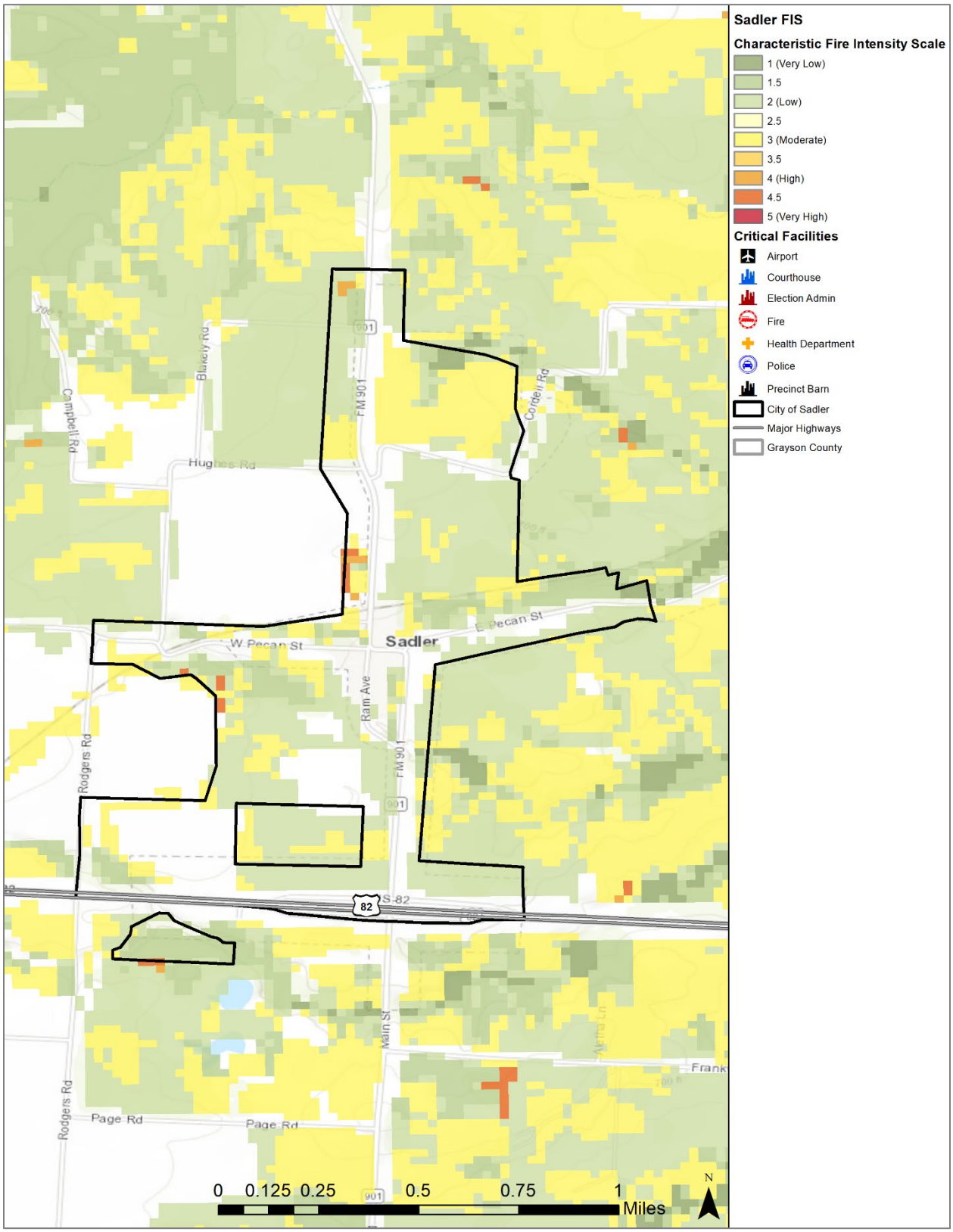


Figure 13-42. Fire Intensity Scale Map – City of Sherman

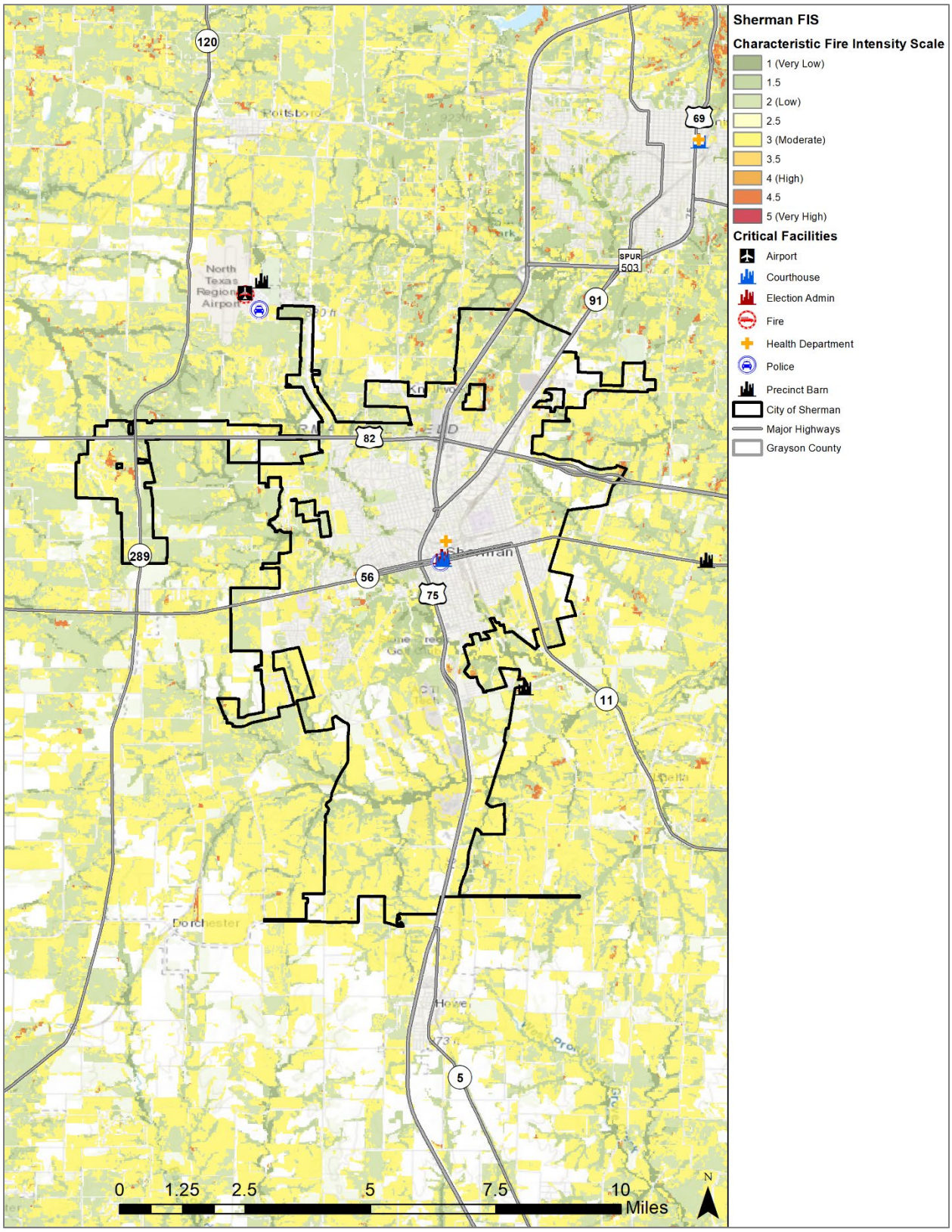


Figure 13-43. Fire Intensity Scale Map – City of Southmayd

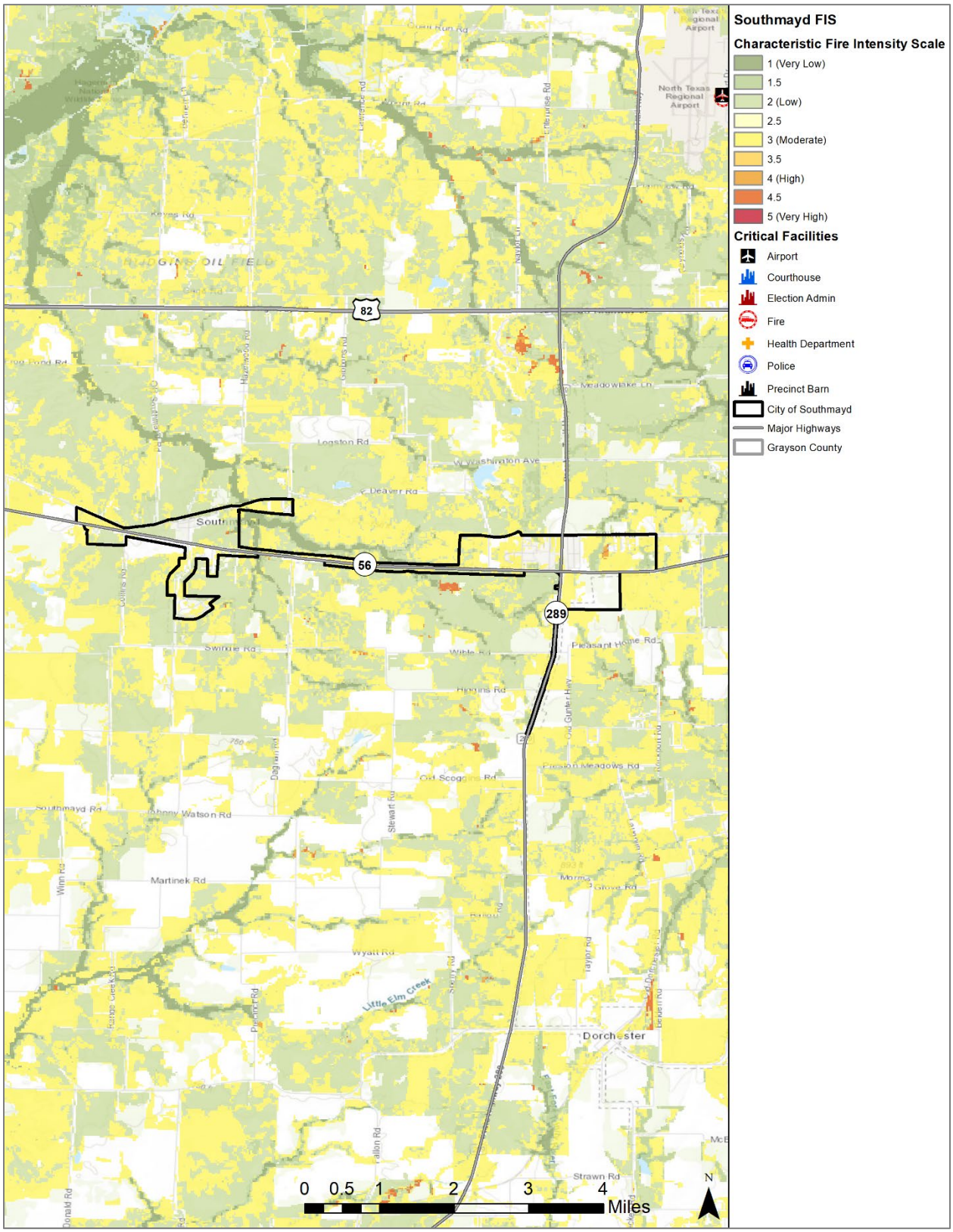


Figure 13-44. Fire Intensity Scale Map – City of Tioga

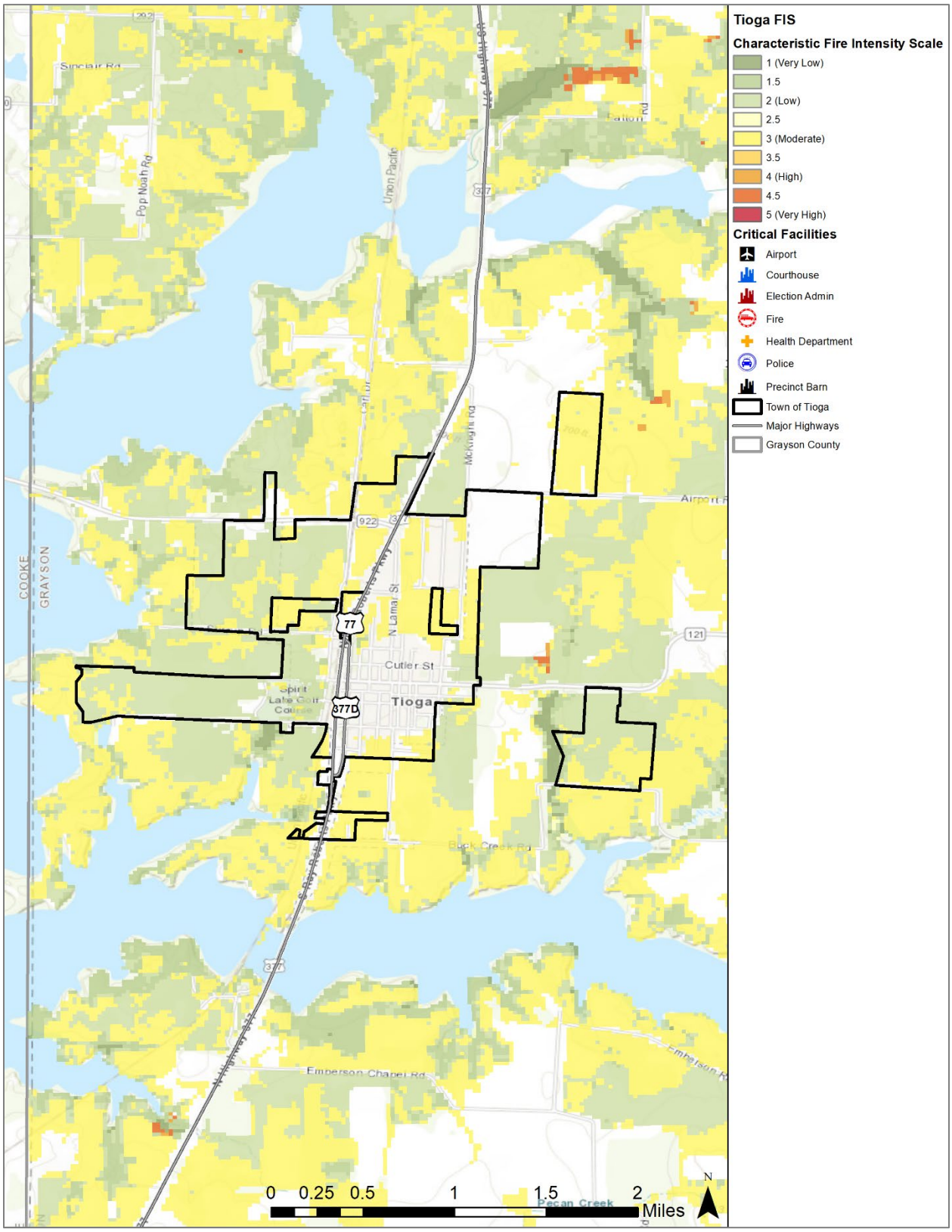


Figure 13-45. Fire Intensity Scale Map – City of Tom Bean

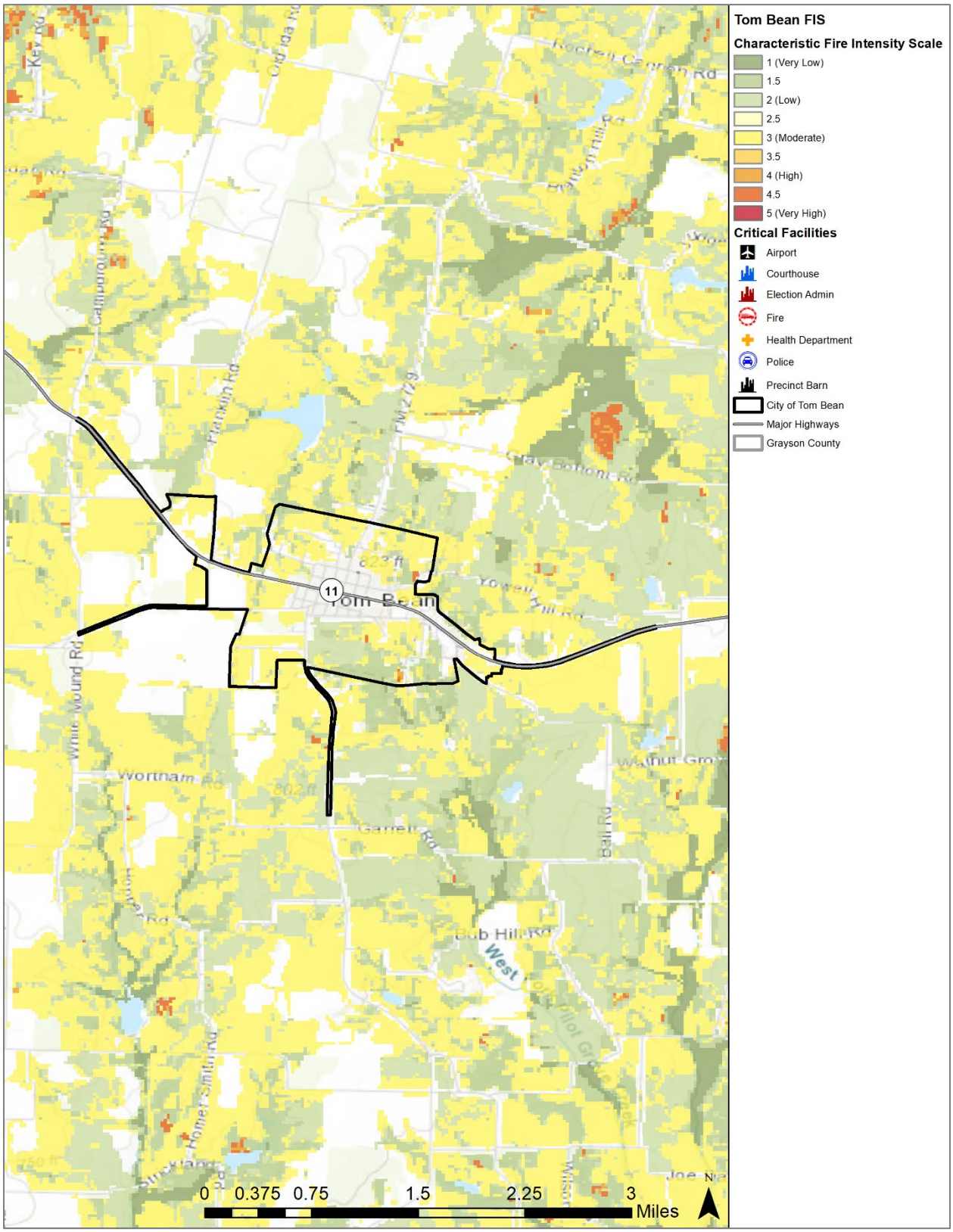


Figure 13-46. Fire Intensity Scale Map – City of Van Alstyne

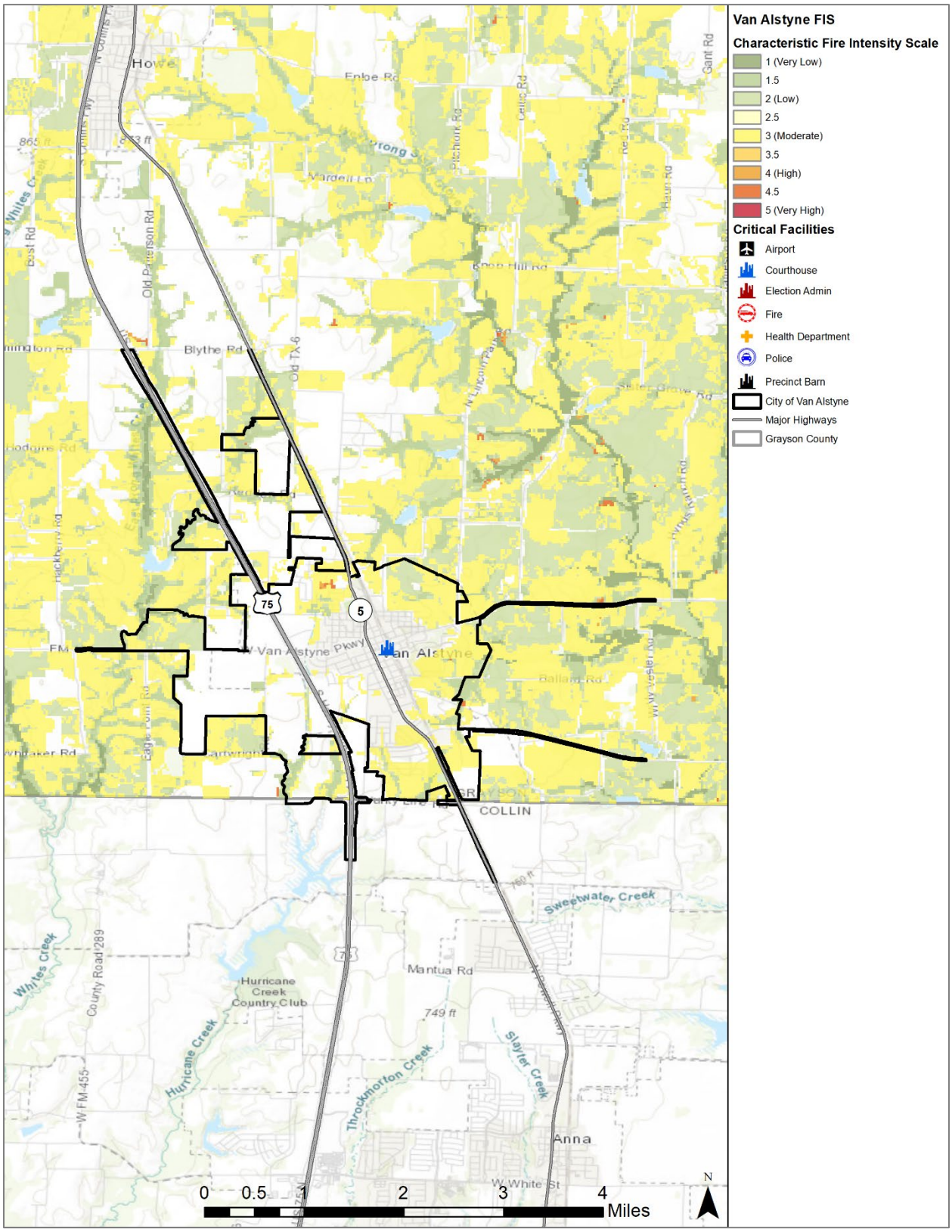


Figure 13-47. Fire Intensity Scale Map – City of Whitesboro

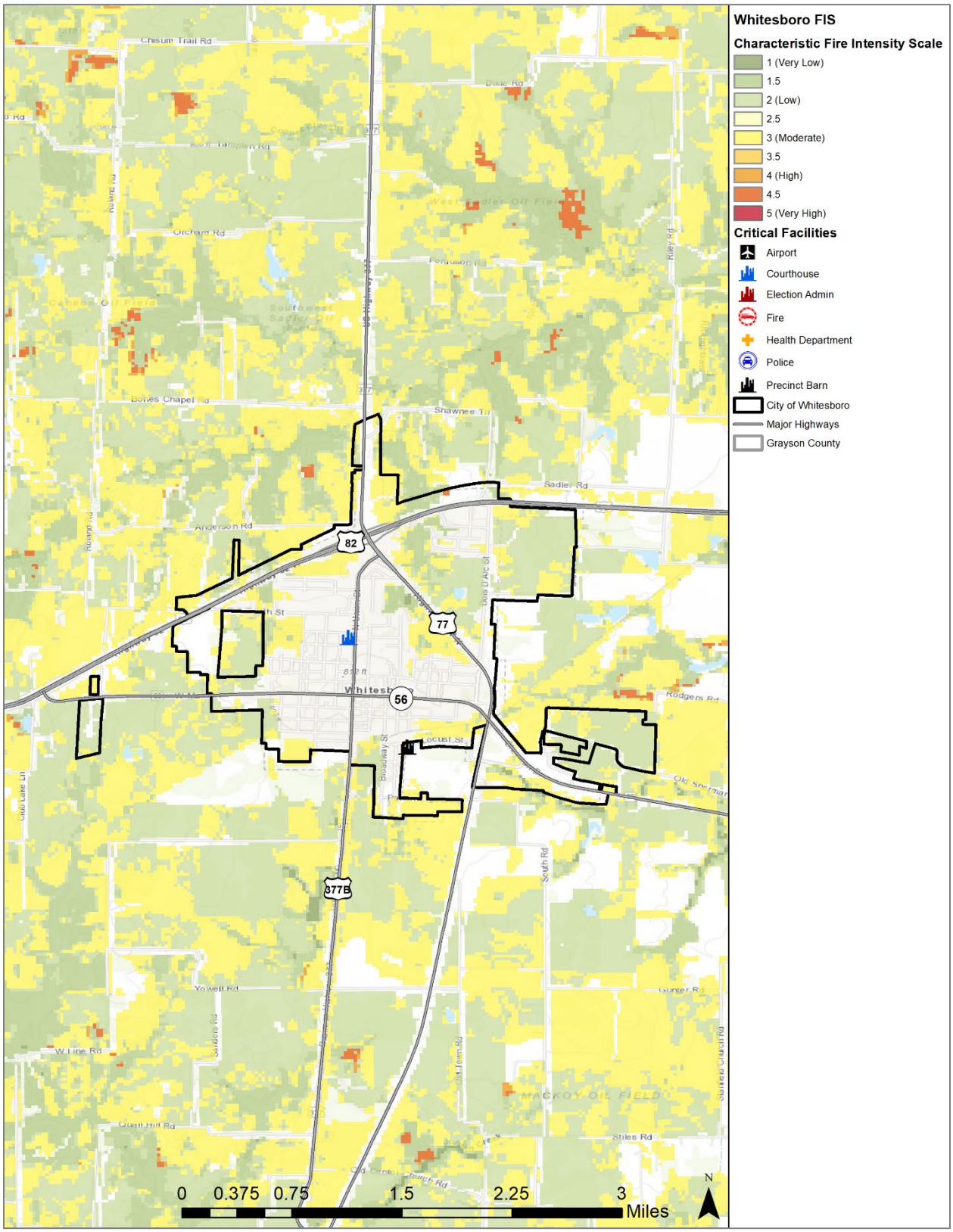


Figure 13-48. Fire Intensity Scale Map – City of Whitewright

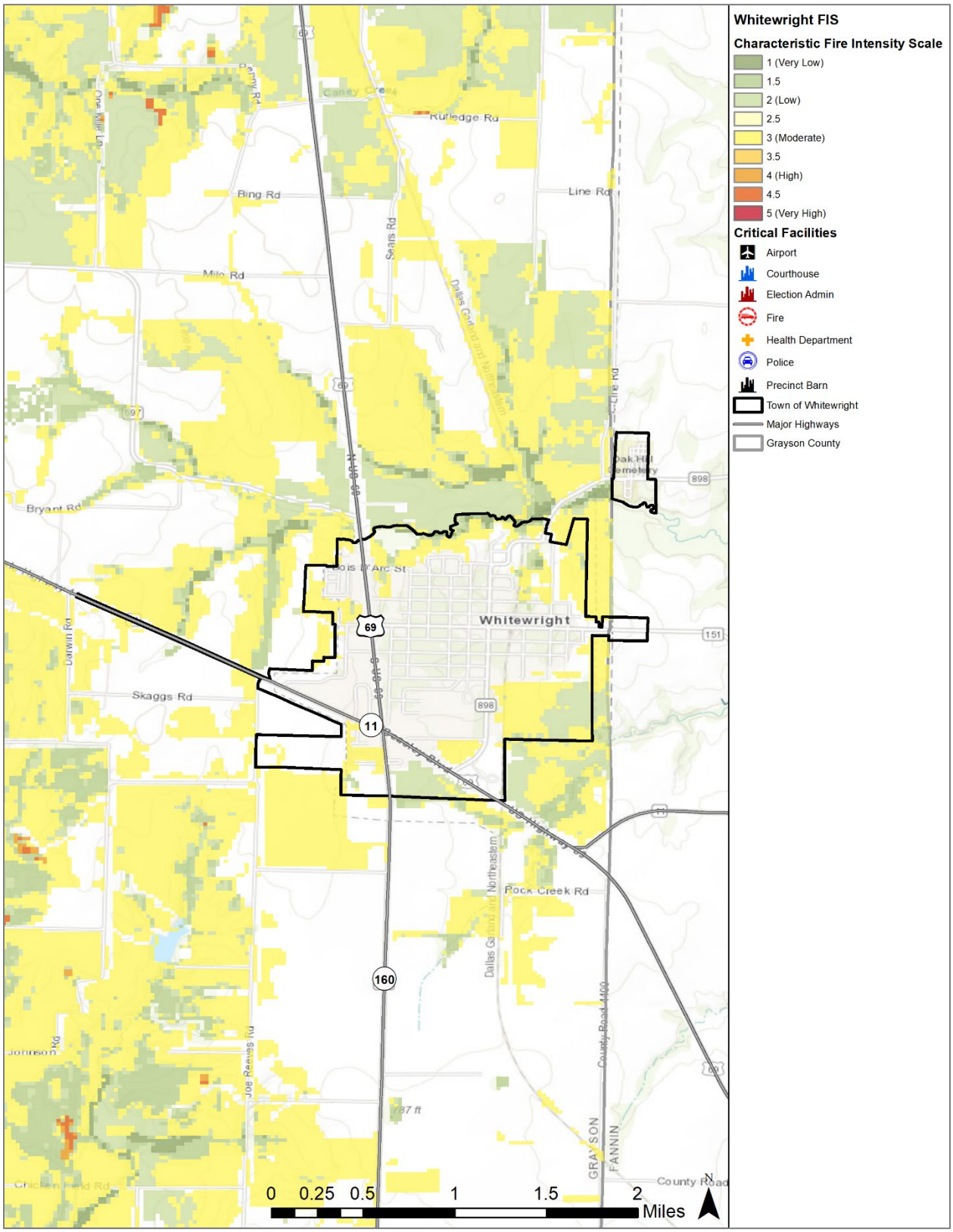


Figure 13-49. Fire Intensity Scale Map – Bells ISD

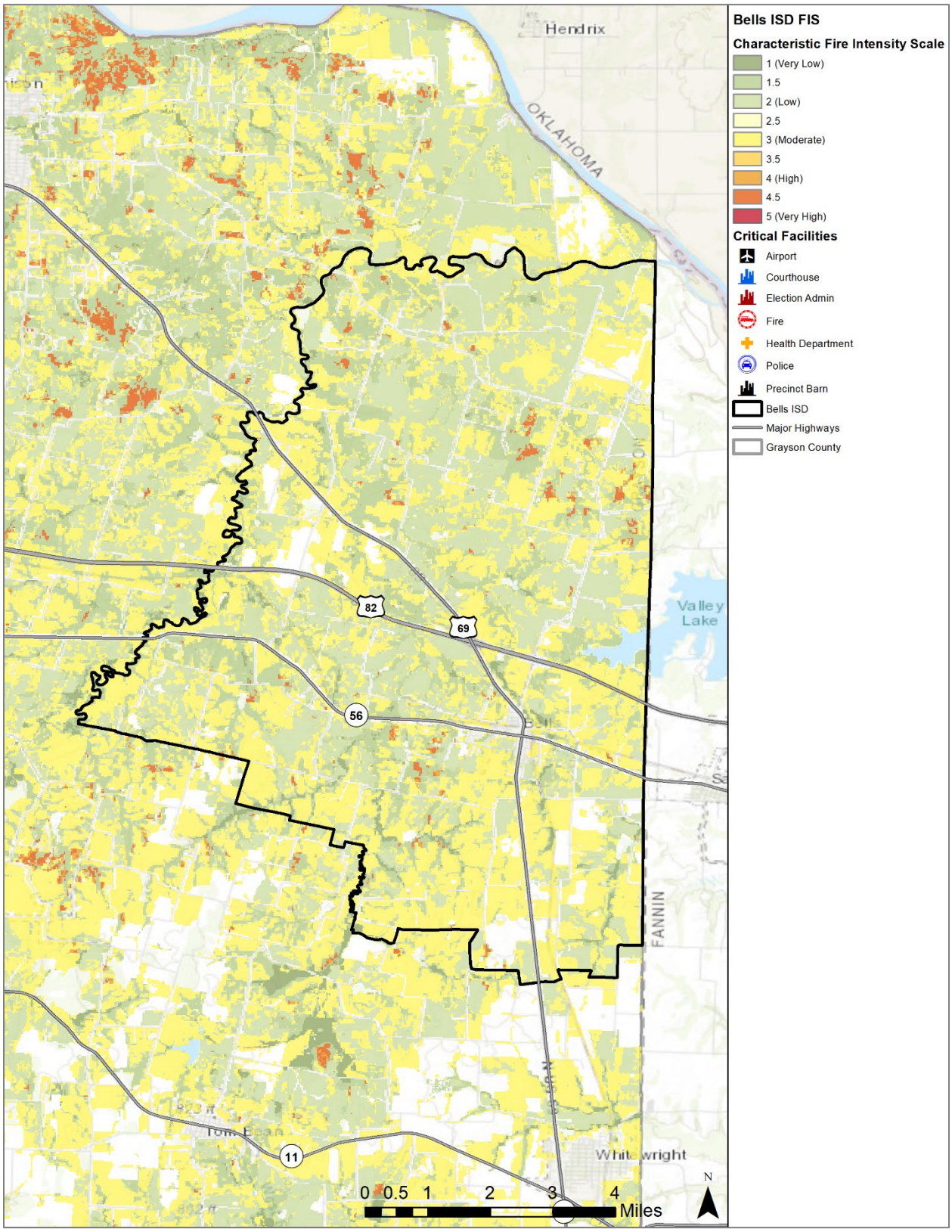


Figure 13-50. Fire Intensity Scale Map – Collinsville ISD

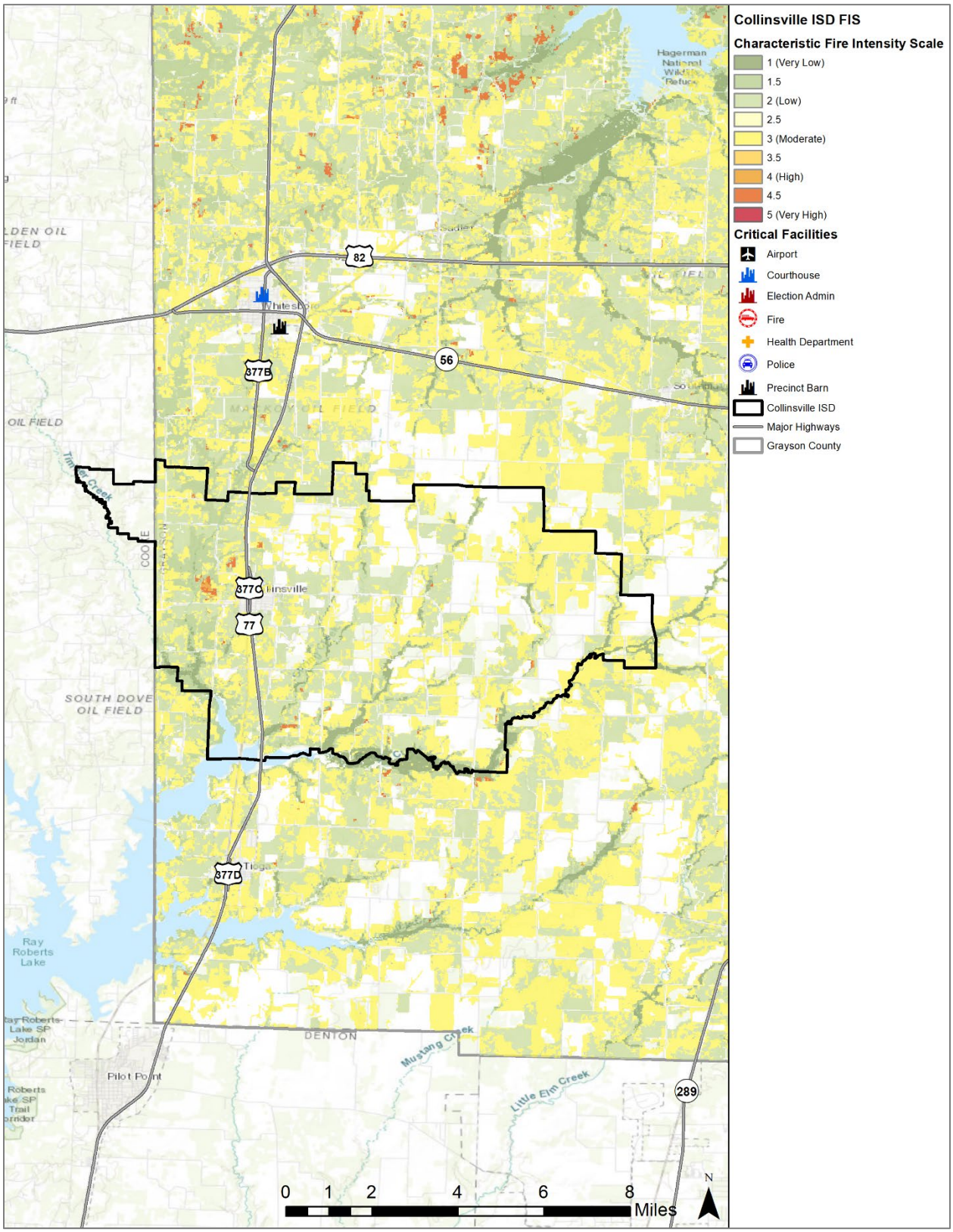


Figure 13-51. Fire Intensity Scale Map – Denison ISD

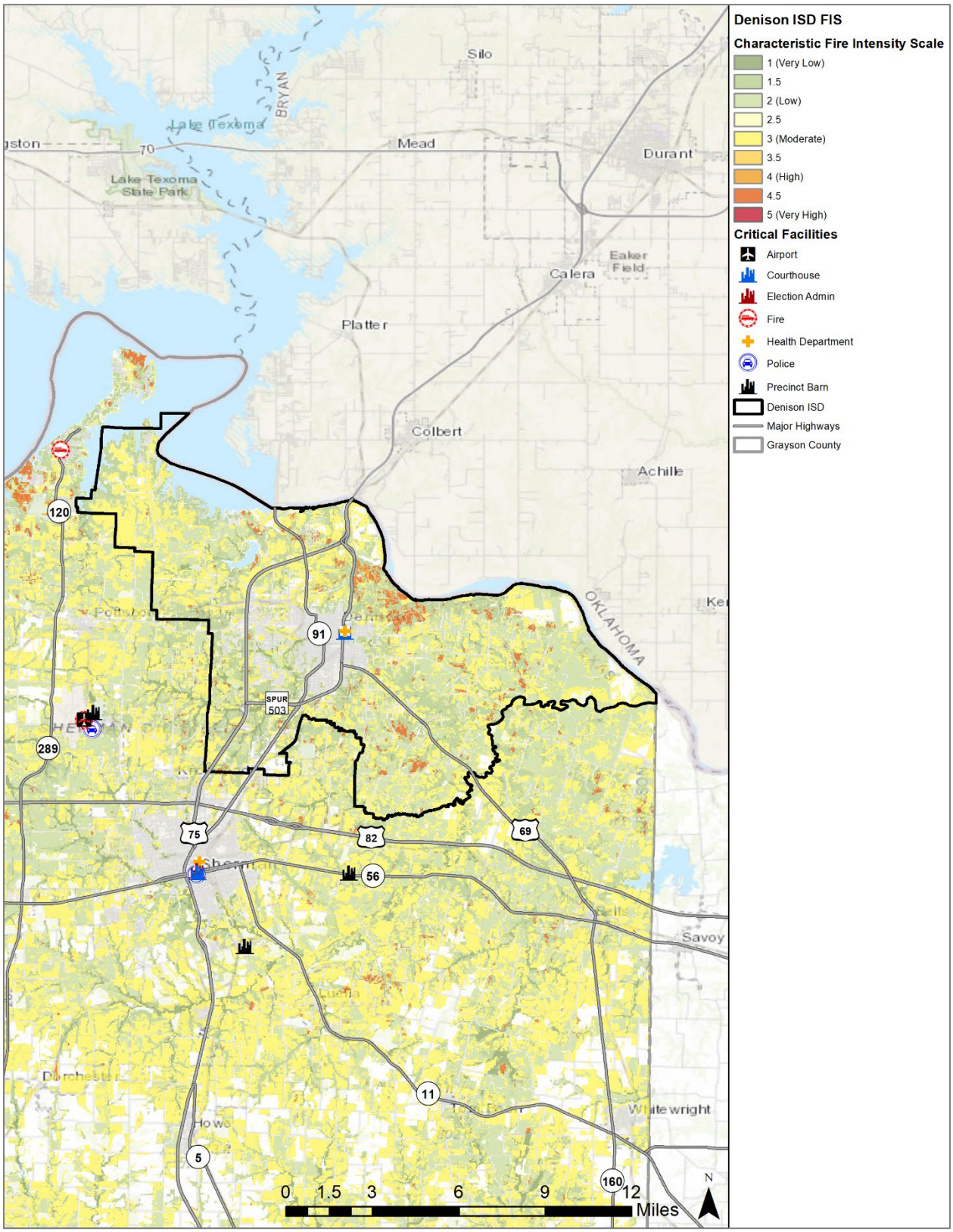


Figure 13-52. Fire Intensity Scale Map – Gunter ISD

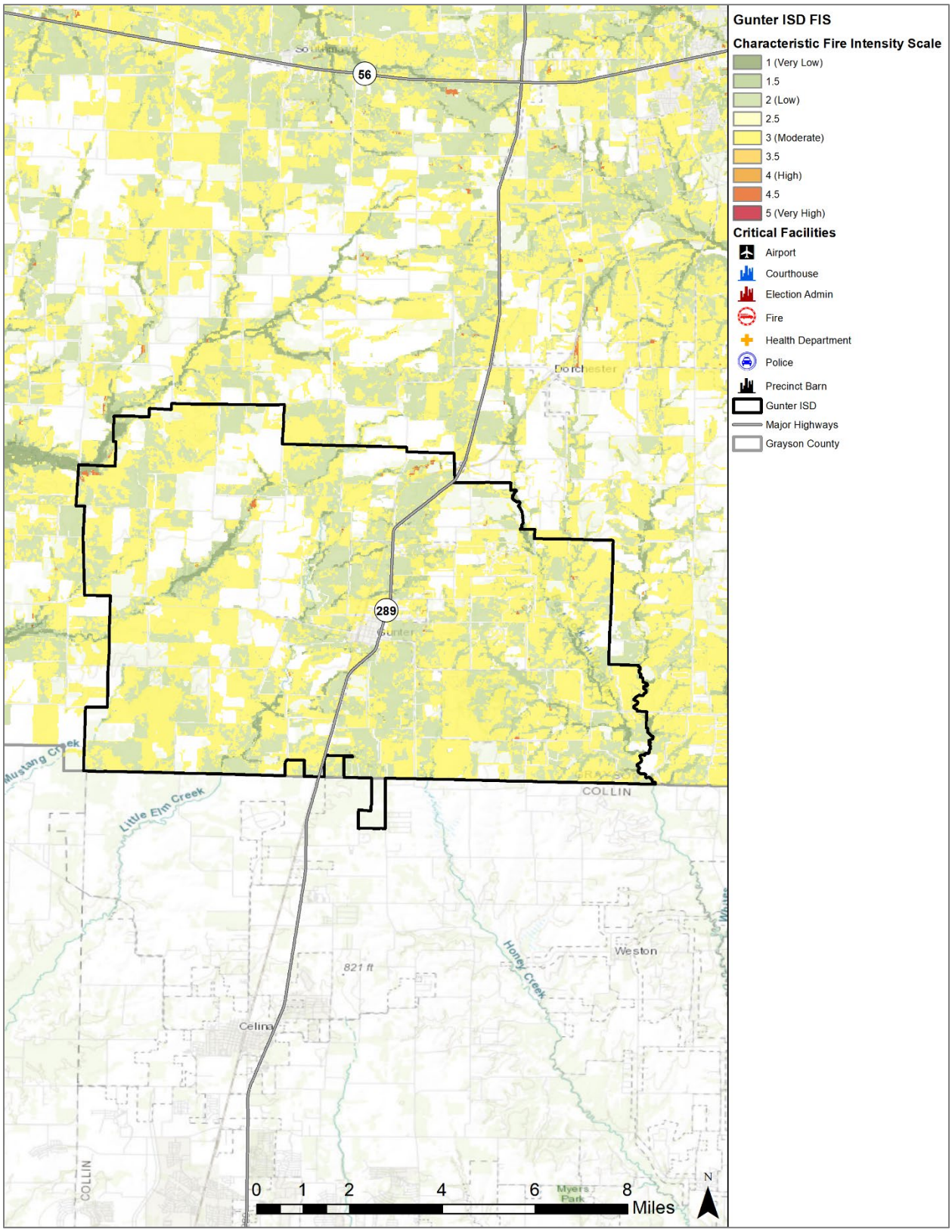


Figure 13-53. Fire Intensity Scale Map – Howe ISD

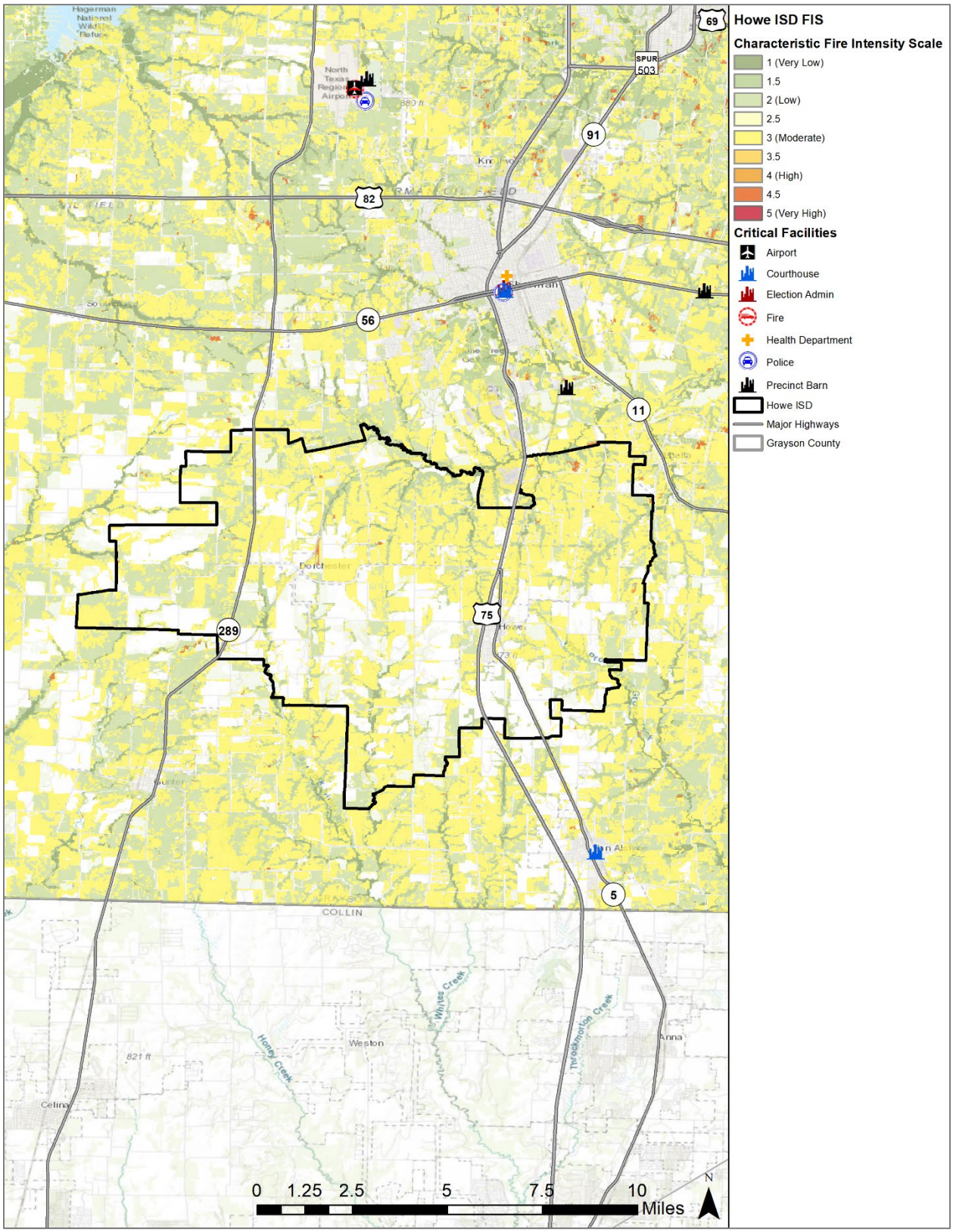


Figure 13-54. Fire Intensity Scale Map – Pottsboro ISD

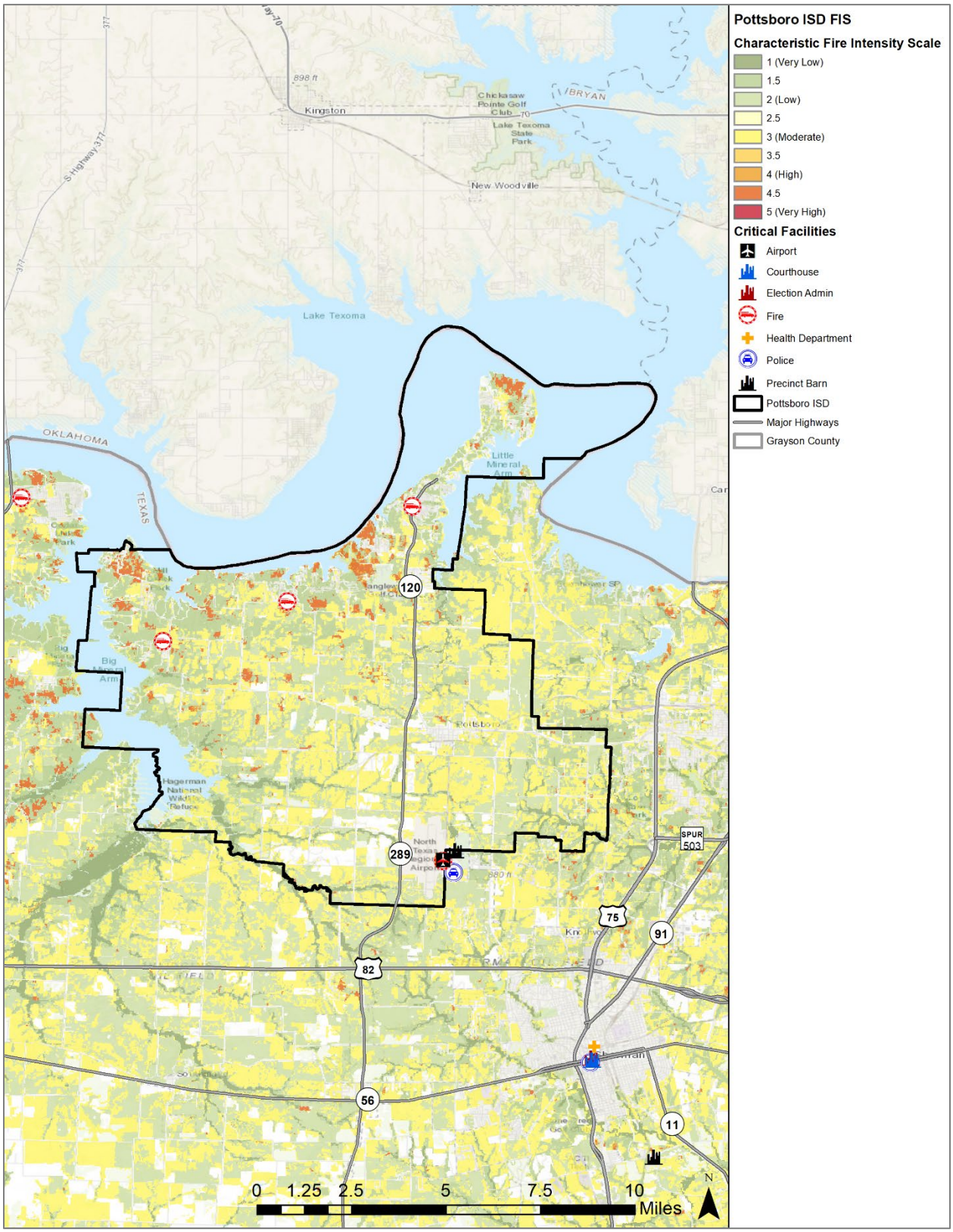


Figure 13-55. Fire Intensity Scale Map – S&S CISD

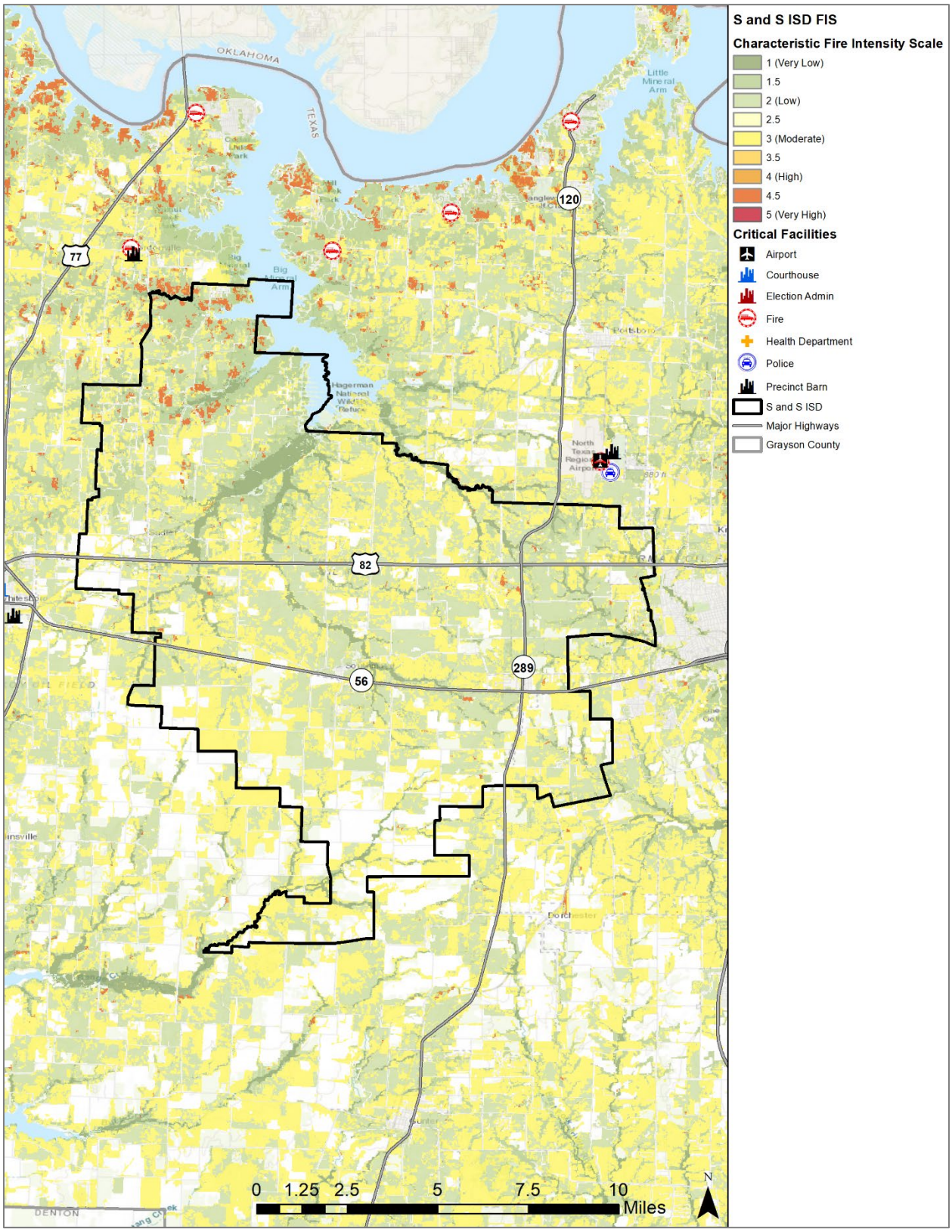


Figure 13-56. Fire Intensity Scale Map – Sherman ISD

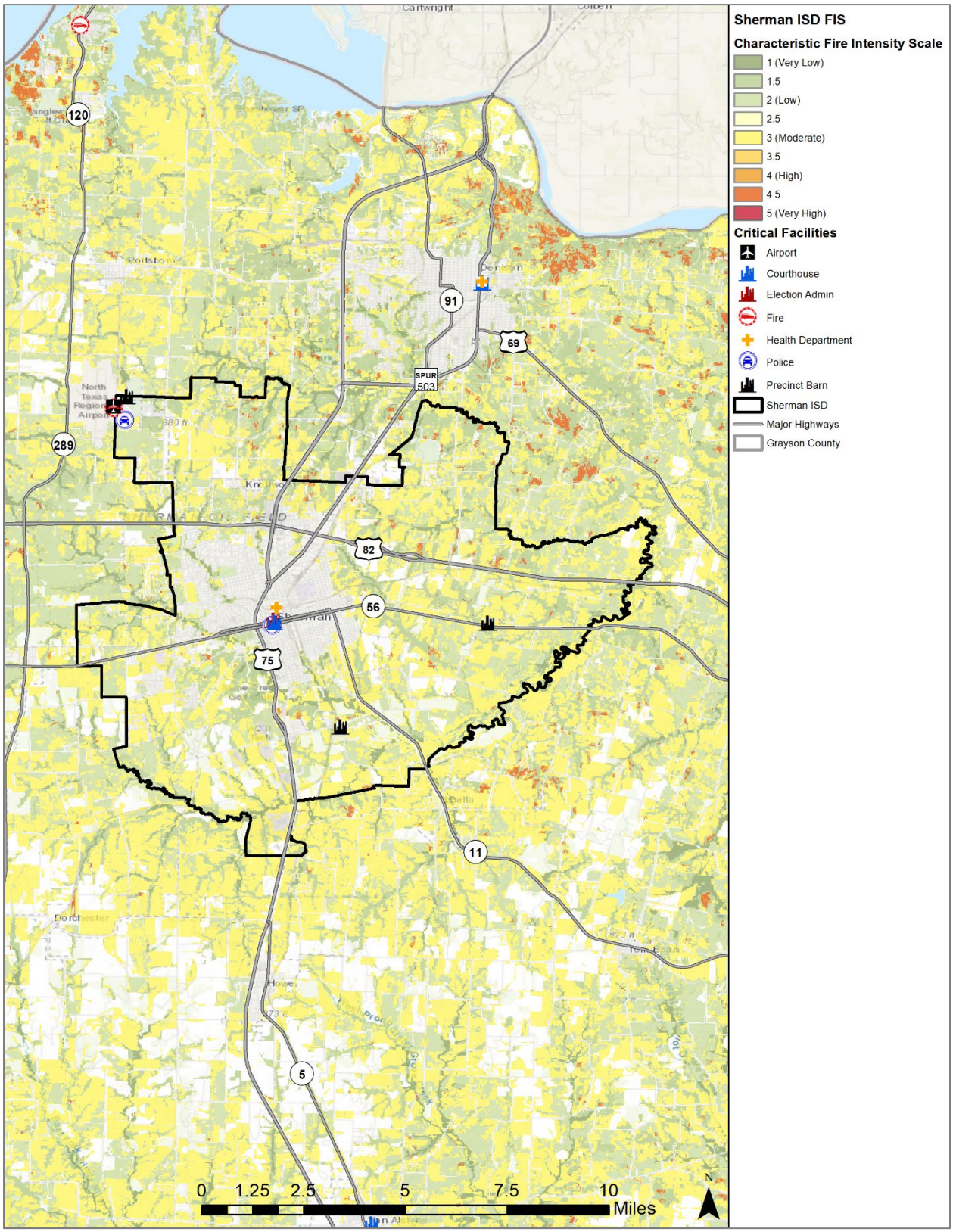


Figure 13-57. Fire Intensity Scale Map – Tioga ISD

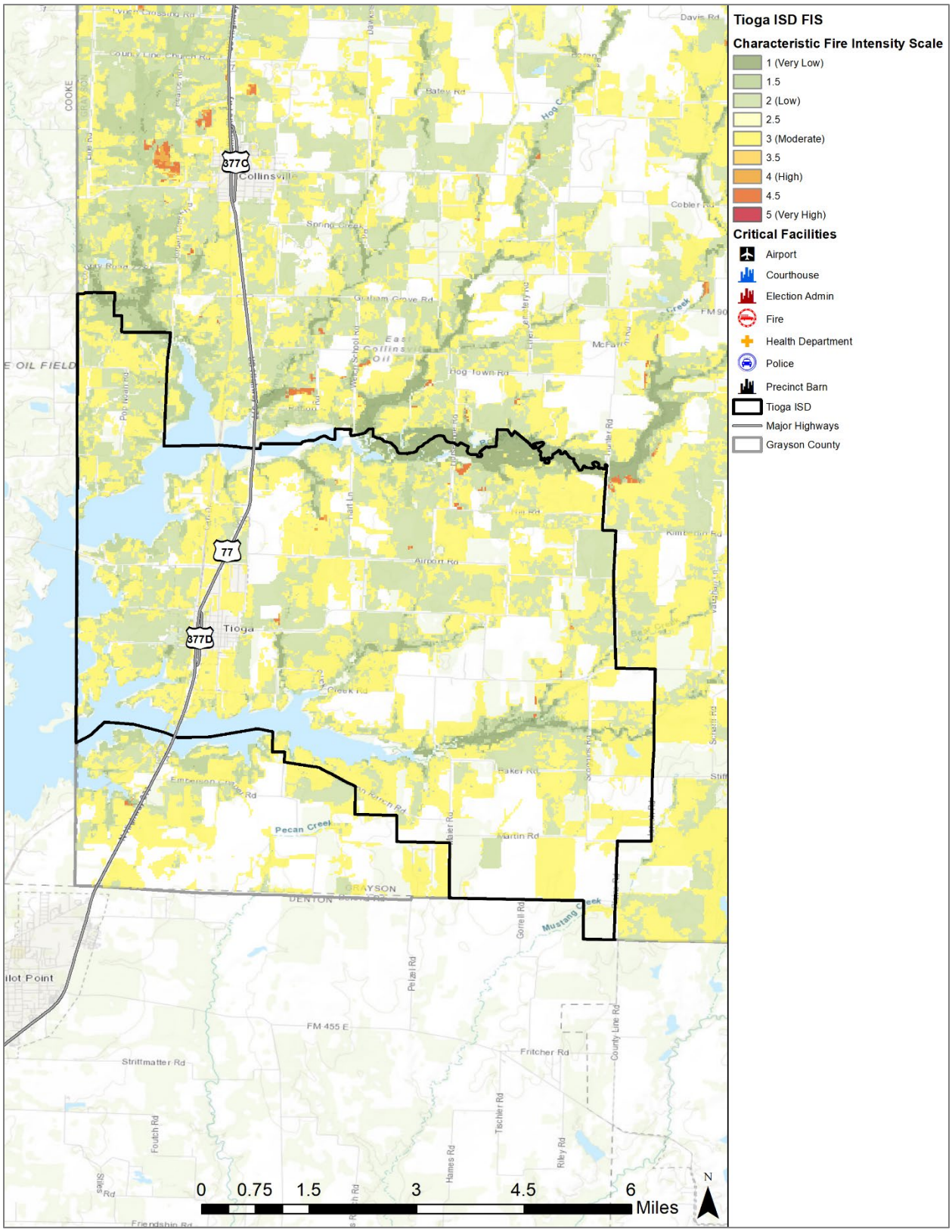


Figure 13-58. Fire Intensity Scale Map – Tom Bean ISD

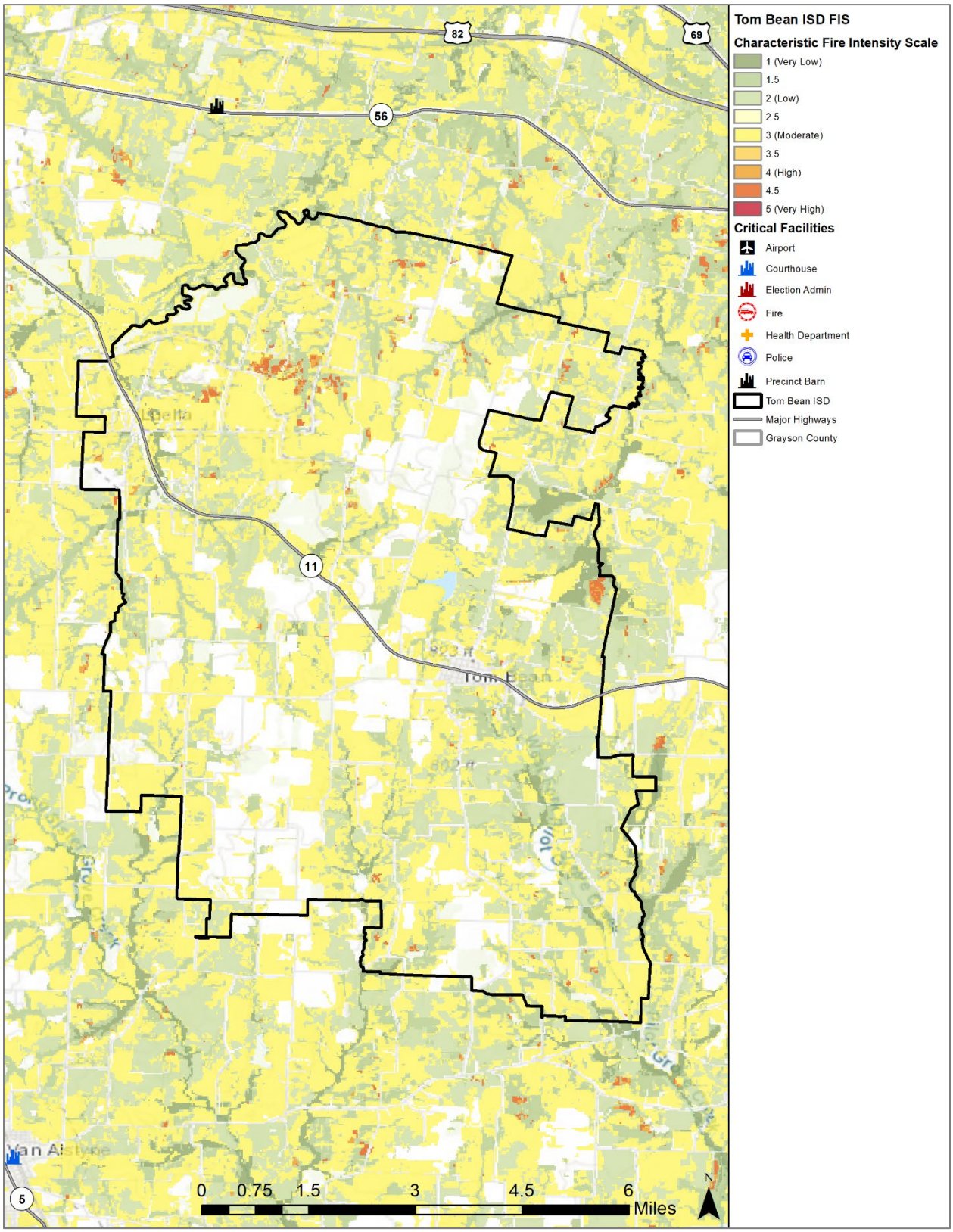


Figure 13-59. Fire Intensity Scale Map – Van Alstyne ISD

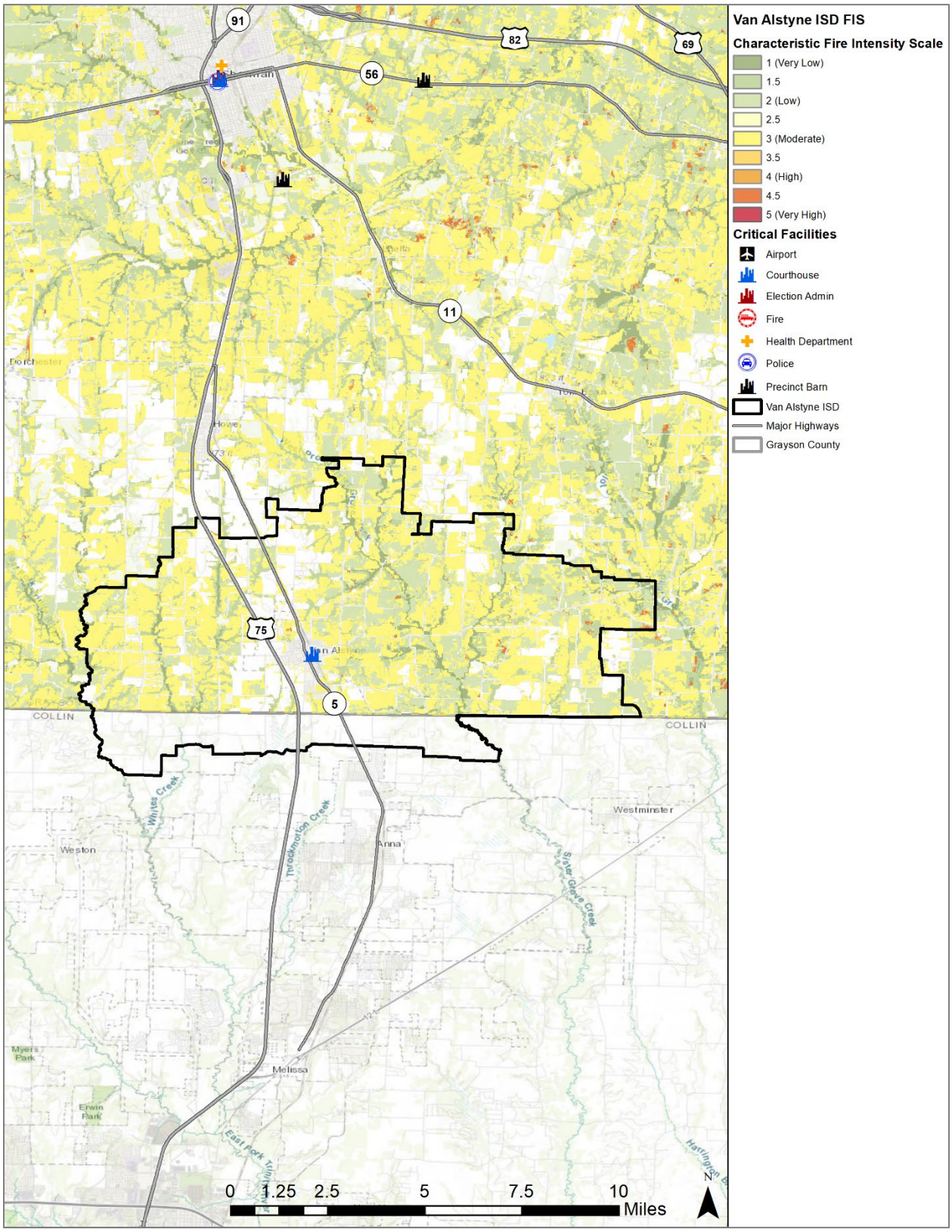


Figure 13-60. Fire Intensity Scale Map – Whitesboro ISD

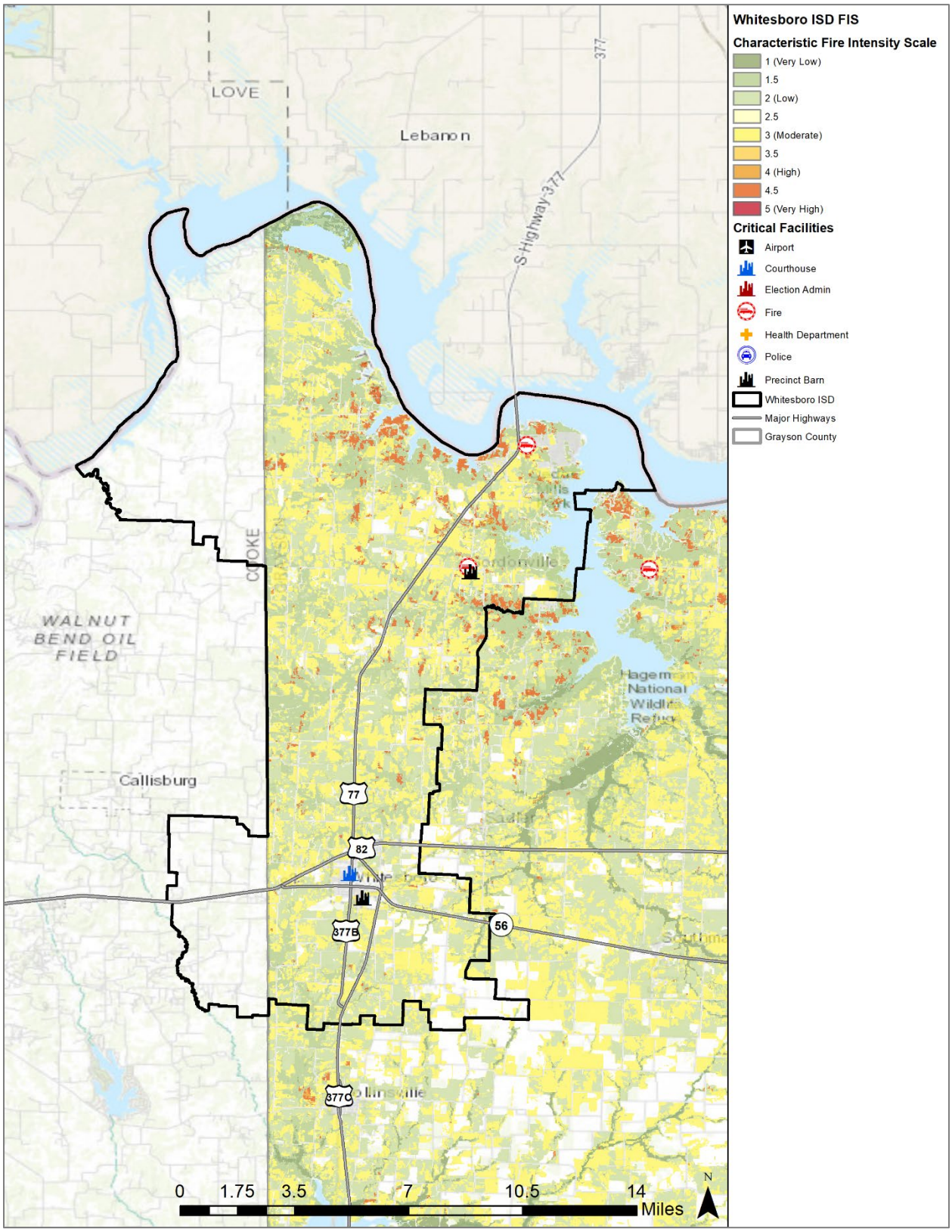
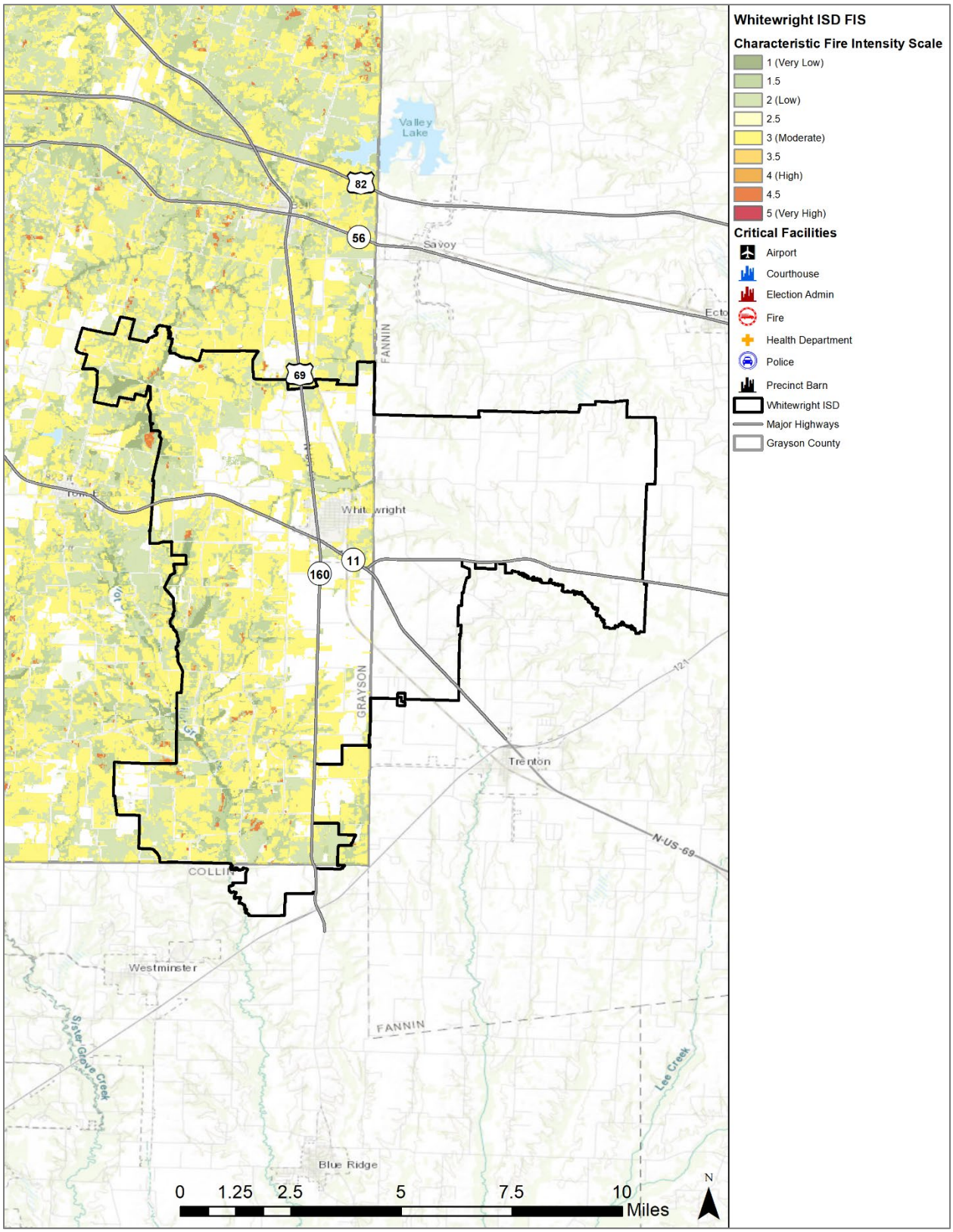


Figure 13-61. Fire Intensity Scale Map – Whitewright ISD



HISTORICAL OCCURRENCES

The Texas Forest Service reported 2,233 wildfire events in Grayson County between 2005 and 2020. The National Centers for Environmental Information (NCEI) reported five events from 1996 through December 2022, which have been accounted for in the event data below. The Texas Forest Service (TFS) started collecting wildfire reported by volunteer fire departments in 2005. Due to a lack of recorded data for wildfire events prior to 2005, frequency calculations are based on a 16-year reporting period, using only data from recorded years. The map below shows approximate locations of wildfires, which can be grass or brushfires of any (Figure 13-62). Table 13-1 identifies the number of wildfires by jurisdiction and total acreage burned each year within the Grayson County planning area. Total acreage by year for all participating jurisdictions is represented in Table 13-2.

Historical wildfire data for the ISDs are provided within the Grayson County events per the NCEI database as they do not have events reported separate and apart from the reported county events. There have been no reported losses as a result of wildfire events for all participating ISDs within the Plan Update.

Figure 13-62. Location and Historic Wildfire Events for Grayson County Planning Area

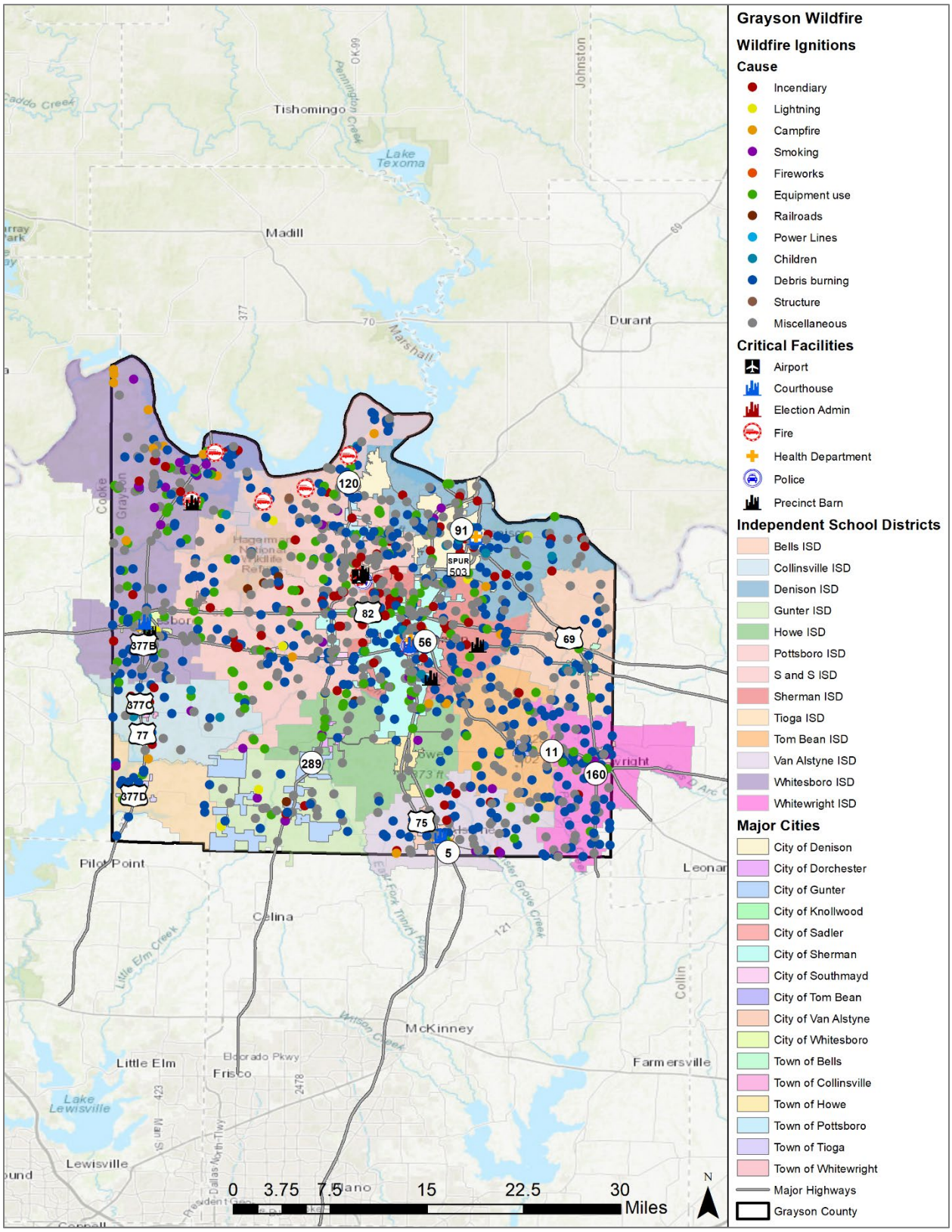


Table 13-1. Historical Wildfire Events Summary

JURISDICTION	NUMBER OF EVENTS	ACRES BURNED
Grayson County	1,688	28,523
City of Bells	10	580
City of Collinsville	4	118
City of Denison	114	154
City of Dorchester	5	66
City of Gunter	19	616
City of Howe	8	197
City of Knollwood	0	0
City of Pottsboro	8	37
City of Sadler	12	638
City of Sherman	241	3,520
City of Southmayd	31	192
City of Tioga	20	102
City of Tom Bean	16	123
City of Van Alstyne	15	25
City of Whitesboro	20	122
City of Whitewright	22	34

Table 13-2. Acreage of Suppressed Wildfire by Year

JURISDICTIONS	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Grayson County	731	3,056	294	1,478	503	215	17,910	1,397	477	88	184	403	768	728	164	127
City of Bells	0	0	0	6	0	0	572	2	0	0	0	0	0	0	0	0
City of Collinsville	100	1	0	0	0	0	0	15	0	0	0	0	0	2	0	0
City of Denison	0	2	0	7	1	0	61	28	1	0	0	3	39	11	1	0
City of Dorchester	7	36	0	0	0	20	3	0	0	0	0	0	0	0	0	0

JURISDICTIONS	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
City of Gunter	58	176	0	2	0	0	380	0	0	0	0	0	0	0	0	0
City of Howe	0	0	0	0	0	0	180	5	0	8	0	0	4	0	0	0
City of Knollwood	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Pottsboro	0	1	0	1	0	2	0	0	0	0	0	0	32	1	0	0
City of Sadler	0	3	0	5	0	0	580	50	0	0	0	0	0	0	0	0
City of Sherman	0	40	0	0	0	0	3,215	97	15	12	9	42	32	47	5	6
City of Southmayd	0	43	0	0	0	0	54	76	0	0	0	7	11	1	0	0
City of Tioga	0	0	0	2	15	0	21	1	40	0	3	0	0	20	0	0
City of Tom Bean	0	0	0	0	0	5	116	0	1	0	0	0	1	0	0	0
City of Van Alstyne	2	2	0	0	1	1	15	1	0	1	0	2	0	0	0	0
City of Whitesboro	0	66	0	0	0	0	47	5	3	0	0	1	0	0	0	0
City of Whitewright	0	0	0	2	2	0	12	6	12	0	0	0	0	0	0	0
Total	**898**	**3,426**	**294**	**1,503**	**522**	**243**	**23,166**	**1,683**	**549**	**109**	**196**	**458**	**887**	**810**	**170**	**133**

According to the best available data, unincorporated Grayson County has experienced the greatest number of events (1,688) followed by the City of Sherman (241) and the City of Denison (114). The County and the City of Sherman have also experienced the greatest number of acres burned due to past wildfire events. While Cities of Sadler, Gunter and Bells each had less than twenty events, each city has had over 500 acres burned due to those events. Based on the list of historical wildfire events for the Grayson County planning area (listed above), including participating jurisdictions and ISDs, 985 events have occurred since the 2012 Plan.

SIGNIFICANT EVENTS

January 22, 2018 – Grayson County

Dry and windy conditions due to a cold front lead to an increase in wildfire risk, with several grass fires across Northern Texas. Within Grayson County, fire and rescue reported a wildfire of 14.5 acres just east of highway 377. There was no reported property or crop damage related to the event.

August 8, 2011 – Grayson County

Weather conditions persisted through most of the month due to extreme heat and drought conditions increasing the area's risk to fire conditions. Multiple wildfires occurred burning over 40,000 acres of land, along with residential structural damage. The Gage Fire occurred in northern

Grayson County approximately 9 miles northwest of the City of Sherman, burning 3,840 acres along with damage to two large barns within the area. Total property damage was $26,021 (2022 dollars) with crop damage estimated to be $13,010 (2022 dollars) as a result of the event.

January 29, 2008 – Grayson County
Strong winds impacted the area with multiple reports of damage due to strong winds as a low-pressure system and cold front moved through the State. Within Grayson County, wind damage caused tree limbs to fall onto electrical lines, igniting fires near the City of Sherman. Residential and other structural damages with total damage estimates to be approximately $543,708 (2022 dollars) as a result of the event.

PROBABILITY OF FUTURE EVENTS

Wildfires can occur at any time of the year. As the planning area moves into wildland, the potential area of occurrence of wildfire increases. With 2,233 events in a 16-year period, an event within Grayson County, including participating jurisdictions and ISDs, is highly likely, meaning an event is probable within the next year. According to NOAA, research shows that changes in climate create warmer, drier conditions, leading to longer and more active fire seasons, indicating an increase in the frequency and severity of events in the planning area going forward. See additional information on climate change at the end of this section.

VULNERABILITY AND IMPACT

Periods of drought, dry conditions, high temperatures, and low humidity are factors that contribute to the occurrence of a wildfire event. Areas along railroads and people whose homes are in woodland settings have an increased risk of being affected by wildfire.

The heavily populated, urban areas of planning area are not likely to experience large, sweeping fires. Unoccupied buildings and open spaces that have not been maintained have the greatest vulnerability to wildfire. The overall level of concern for wildfires is located mostly along the perimeter of the study area where wildland and urban areas interface. Figures 13-1 through 13-30 illustrate the areas that are the most vulnerable to wildfire throughout the Grayson County planning area, including participating jurisdiction and ISDs.

Areas along railroads and people with homes in wooded, rural areas have an increased risk of wildfire. The sparsely populated participating jurisdictions of Dorchester, Knollwood, and Sadler, and rural areas of Grayson County are capable of experiencing large sweeping fires, especially where areas of vegetation are not maintained. There are more than 112,000 parcels located in the WUI in the planning area. More than 95 percent of the incorporated Cities of Bells, Collinsville, Dorchester, Gunter, Knollwood, Pottsboro, Sadler, Southmayd, Tioga, and Tom Beam are located in the WUI. If a severe wildfire event were to occur in any of these communities, all of their critical facilities would be at significant risk. Areas along major highways throughout the county have an increased vulnerability where empty lots and unoccupied areas are located. The more populous areas of the planning area, including the Cities of Denison, Sherman and Van Alstyne, experience a lower vulnerability to wildfire due to the low level of wildland urban interface.

The Grayson County planning area, including participating jurisdictions, identified the following critical facilities as assets that are considered the most important to the planning area and are susceptible to a range of impacts caused by wildfire events due to their location in the WUI. For

a comprehensive list of critical facilities identified by each participating entity please see Appendix C.

Table 13-3. Critical Facilities Located in WUI by Jurisdiction

CRITICAL FACILITIES	POTENTIAL IMPACTS
Emergency Response Departments (EOC, Fire, Police, EMS), Hospitals Including: 5 Fire Stations, 1 Detention Center located in the WUI	• Emergency services may be disrupted during a wildfire if facilities are impacted, roadways are inaccessible, or personnel are unable to report for duty. • First responders are at greater risk of injury when in close proximity to the hazard while extinguishing flames, protecting property, or evacuating residents in the area. • Critical city departments may not be able to function and provide necessary services depending on the location of the fire and the structures or personnel impacted. • Roadways in or near the WUI could be damaged or closed due to smoke and limited visibility, slowing or preventing access for emergency response vehicles. • Fire suppression costs can be substantial, exhausting the financial resources of the community. • First responders can experience heart disease, respiratory problems, and other long-term related illnesses from prolonged exposure to smoke, chemicals, and heat. • Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications. • Power outages could disrupt communications, delaying emergency response times. • Critical staff may be injured or otherwise unable to report for duty, limiting response capabilities. • Structures can be damaged or destroyed in the path of the wildfire. • Power outages could disrupt critical care. • Backup power sources could be damaged.
Airport, Academic Institutions, Community Residential Facilities, Day Care Facilities, Evacuation Centers & Shelters, Governmental Facilities None located in the WUI	• Facilities or infrastructure may be damaged, destroyed or otherwise inaccessible. • Essential supplies like medicines, water, food, and equipment deliveries may be significantly delayed. • Additional emergency responders and critical aid workers may not be able to reach the area for days. • Power outages and infrastructure damage may prevent government facilities from acting as temporary command centers for logistics, communications, and emergency operations.
Commercial Suppliers (food, gas, etc.)	• Facilities, infrastructure, or critical equipment including communications may be damaged, destroyed or otherwise inoperable. • Essential supplies like medicines, water, food, and equipment deliveries may be delayed.

None located in the WUI	• Economic disruption due to power outages and fires negatively impact services as well as area businesses reliant on commercial suppliers.
Utility Services and Infrastructure (electric, water, wastewater, communications) Including: 3 Precinct Barn located in the WUI	• Wastewater and drinking water facilities and infrastructure may be damaged or destroyed resulting in service disruption or outage for multiple days or weeks. • Disruptions and outages impact public welfare as safe drinking water is critical. • A break in essential and effective wastewater collection and treatment is a health concern, potentially spreading disease. • Exposure to untreated wastewater is harmful to people and the environment. • Any service disruptions can negatively impact or delay emergency management operations. • Power losses

Within Grayson County planning area, a total of 2,233 fire events were reported from 2005 to 2020. All of these events were suspected wildfires. Table 13-4 below, reflects the average annualized losses by acres burned as reported in the TFS. The average annual frequency is more than 135 events per year for the entire planning area.

Table 13-4. Potential Annualized Losses by Jurisdiction[2]

JURISDICTION	ACRES BURNED	AVERAGE ANNUAL ACRE LOSSES
Grayson County	28,523	1,782.69
City of Bells	580	36.25
City of Collinsville	118	7.38
City of Denison	154	9.63
City of Dorchester	66	4.13
City of Gunter	616	38.50
City of Howe	197	12.31
City of Knollwood	0	0
City of Pottsboro	37	2.31
City of Sadler	638	39.88
City of Sherman	3,520	220
City of Southmayd	192	12
City of Tioga	102	6.38

[2] Events divided by 16 years of data.

JURISDICTION	ACRES BURNED	AVERAGE ANNUAL ACRE LOSSES
City of Tom Bean	123	7.69
City of Van Alstyne	25	1.56
City of Whitesboro	122	7.63
City of Whitewright	34	2.13
Planning Area	**35,047**	**2,190.47**

Figures 13-63 through 13-92 show Grayson and the threat of wildfire to the County and all participating jurisdictions and ISDs.

Figure 13-63. Wildfire Ignition Density – Grayson County

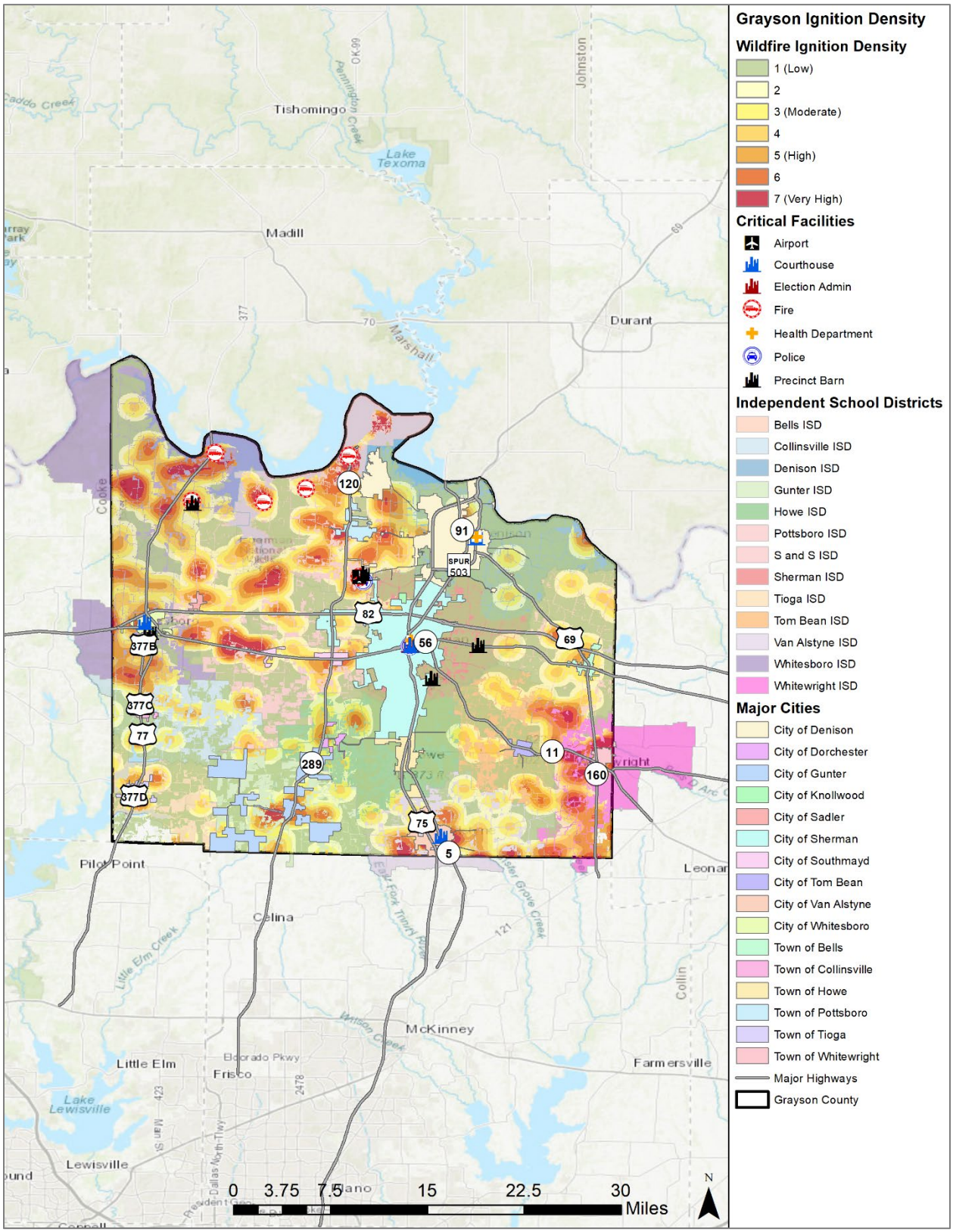


Figure 13-64. Wildfire Ignition Density – City of Bells

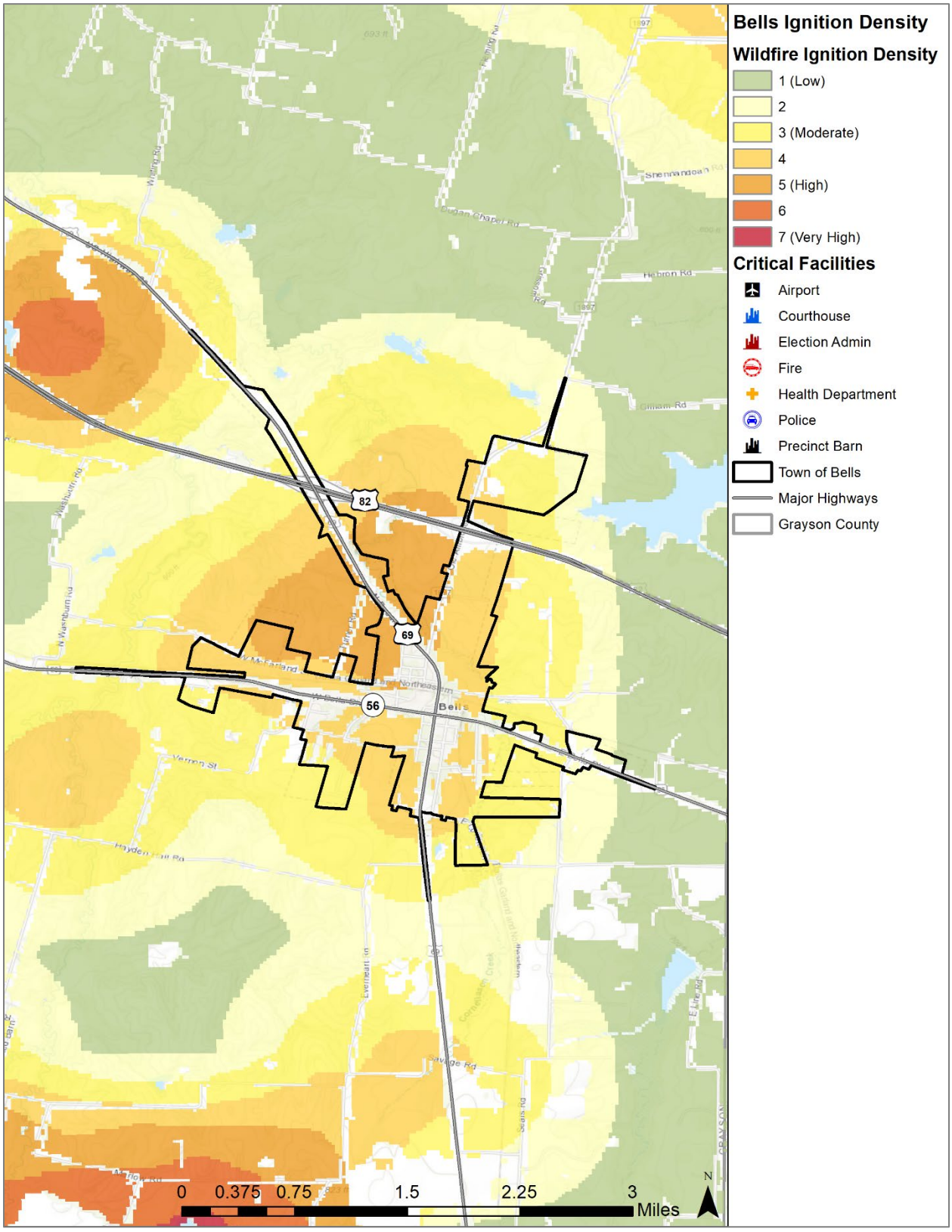


Figure 13-65. Wildfire Ignition Density – City of Collinsville

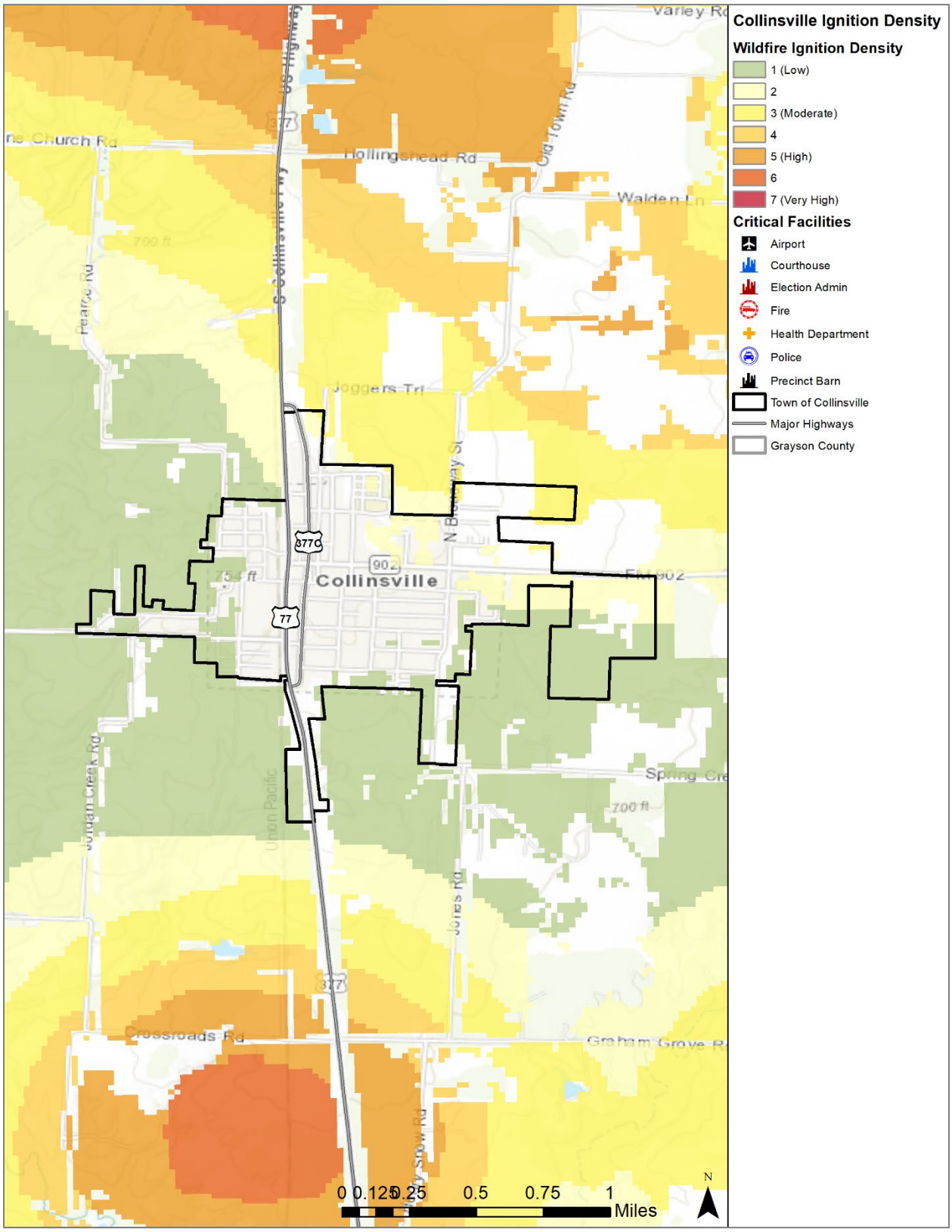


Figure 13-66. Wildfire Ignition Density – City of Denison

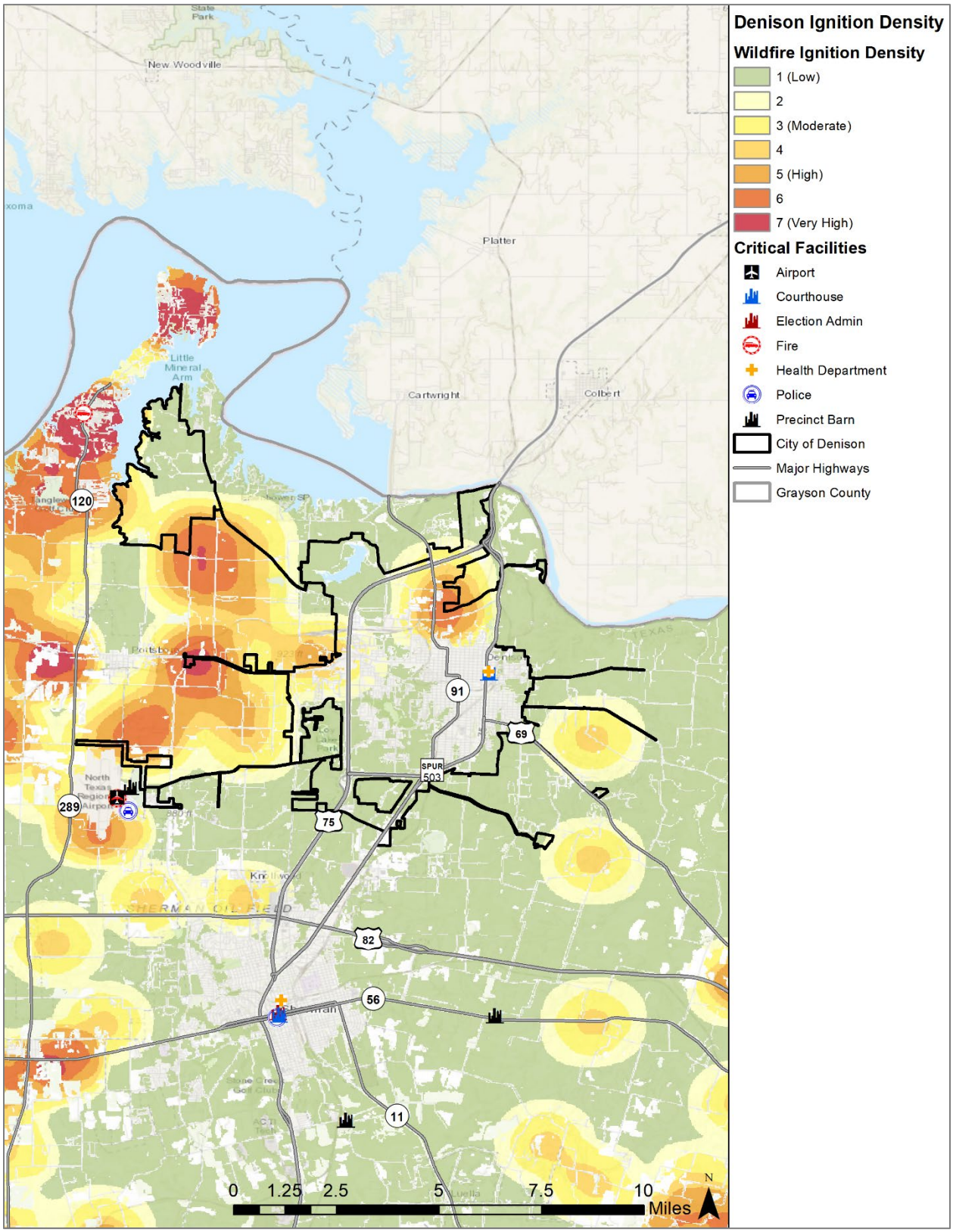


Figure 13-67. Wildfire Ignition Density – City of Dorchester

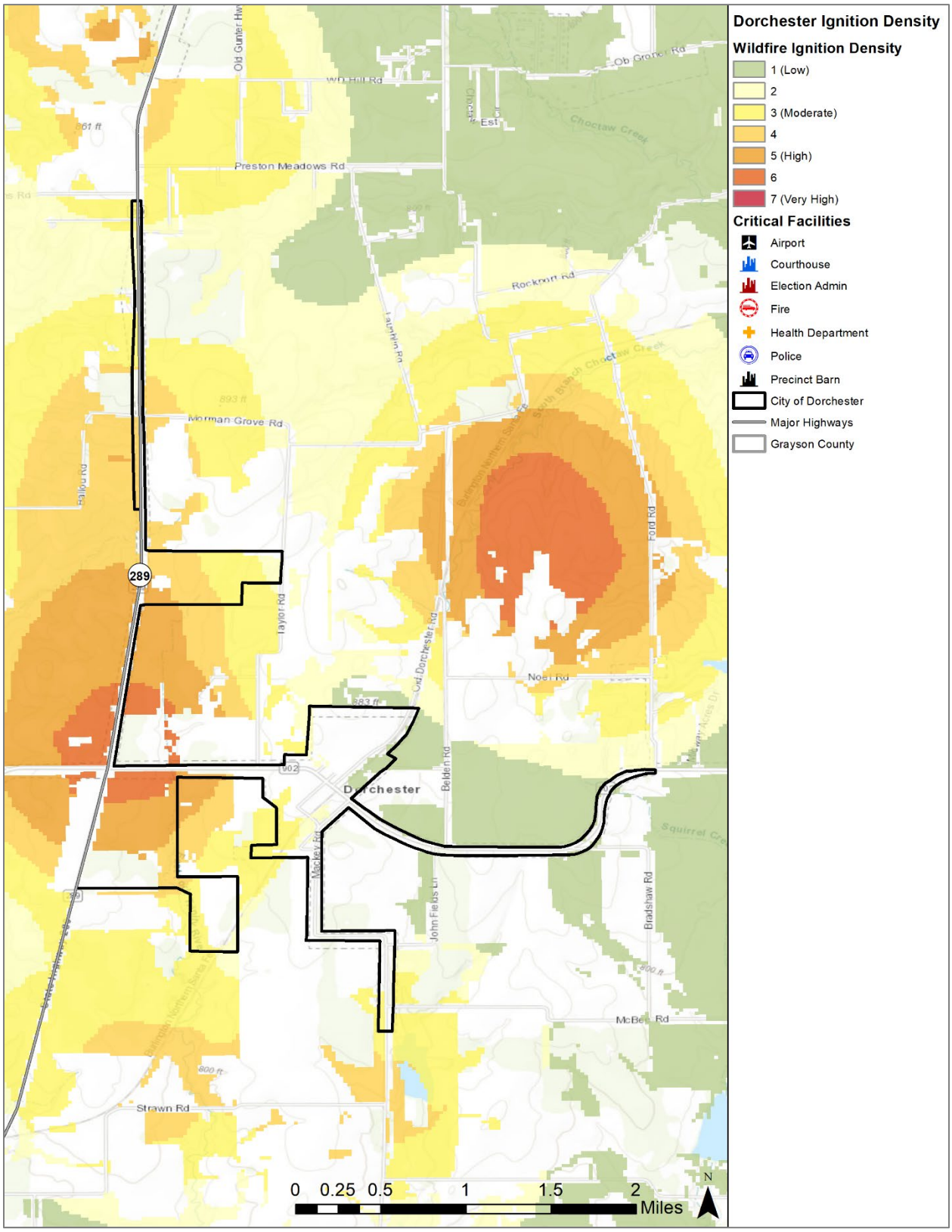


Figure 13-68. Wildfire Ignition Density – City of Gunter

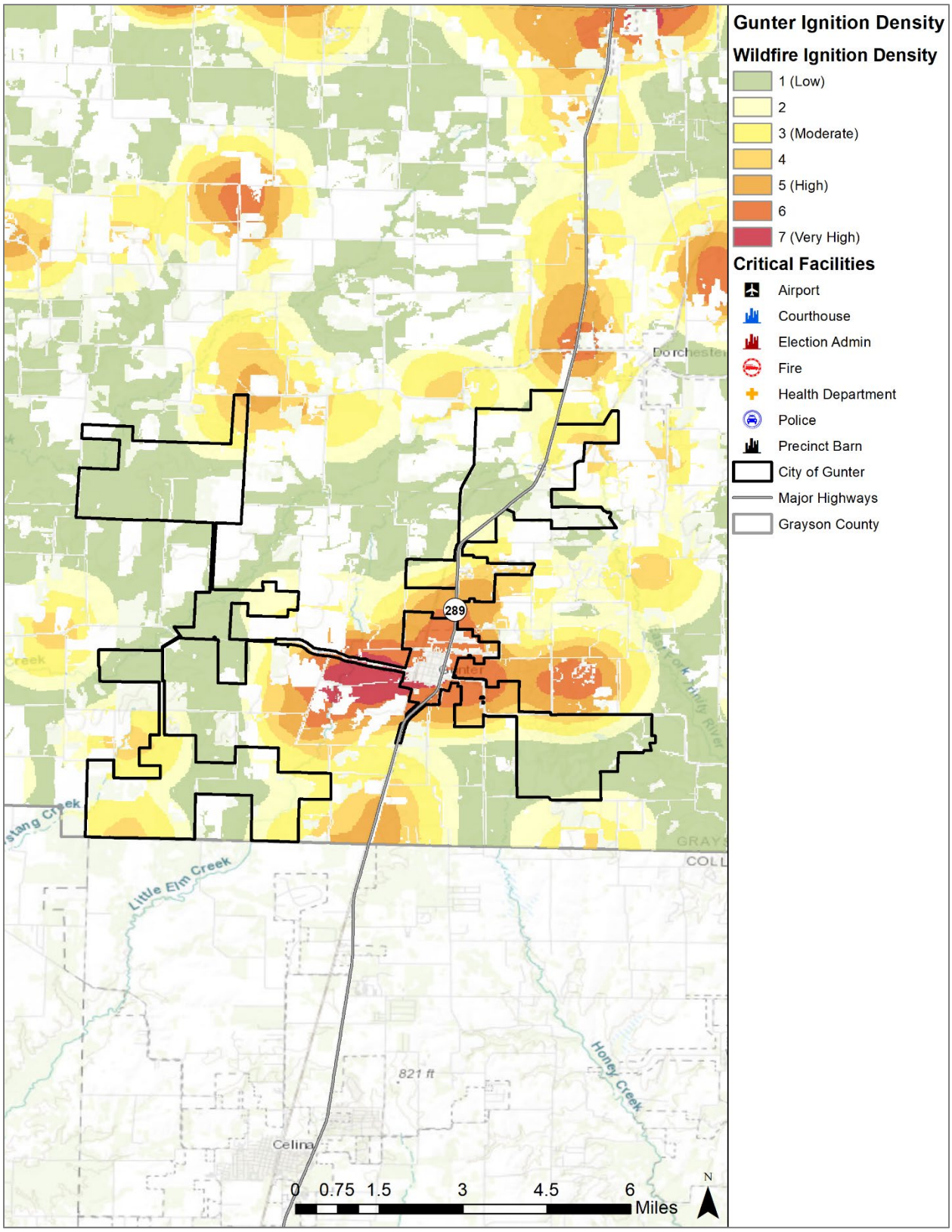


Figure 13-69. Wildfire Ignition Density – City of Howe

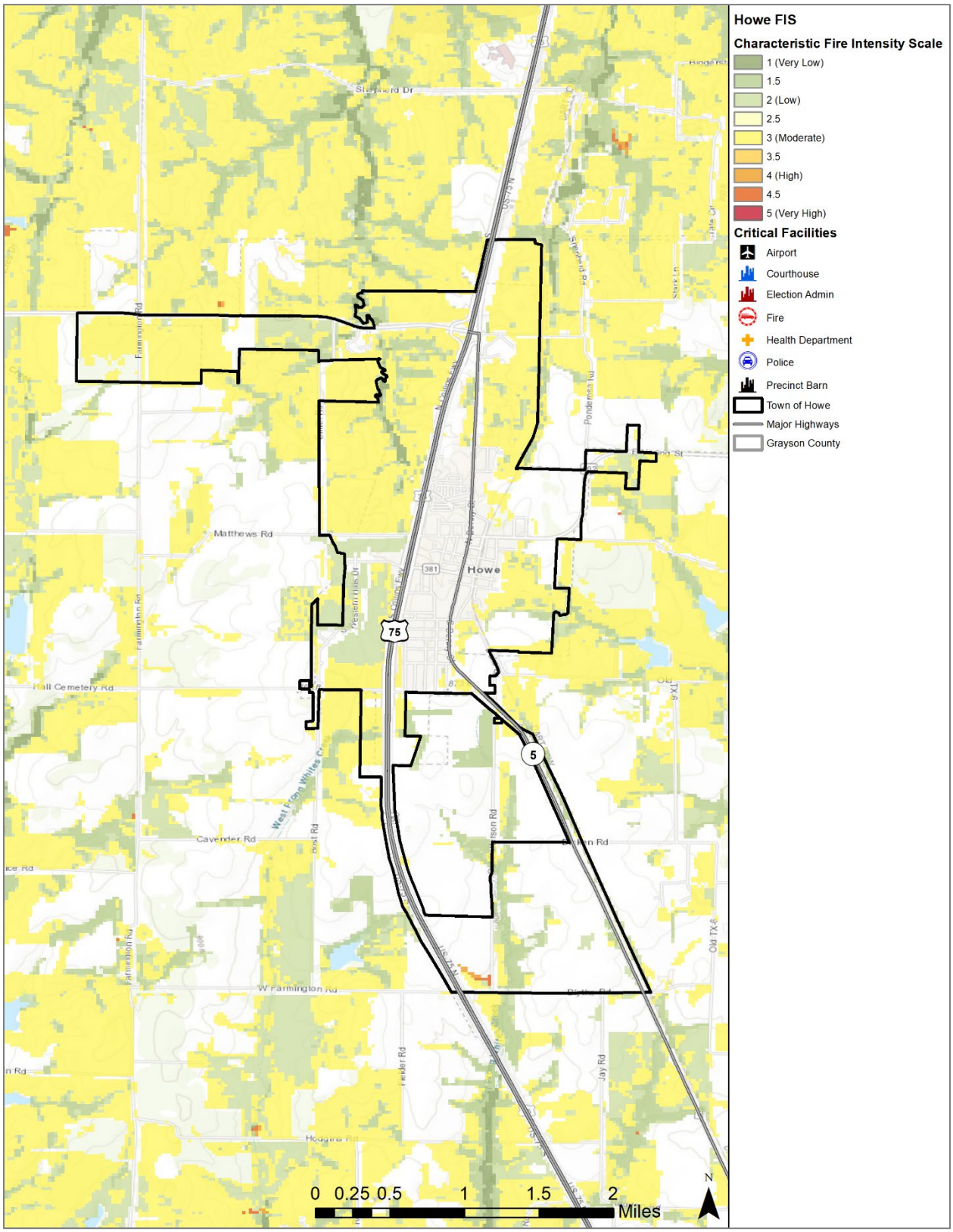


Figure 13-70. Wildfire Ignition Density – City of Knollwood

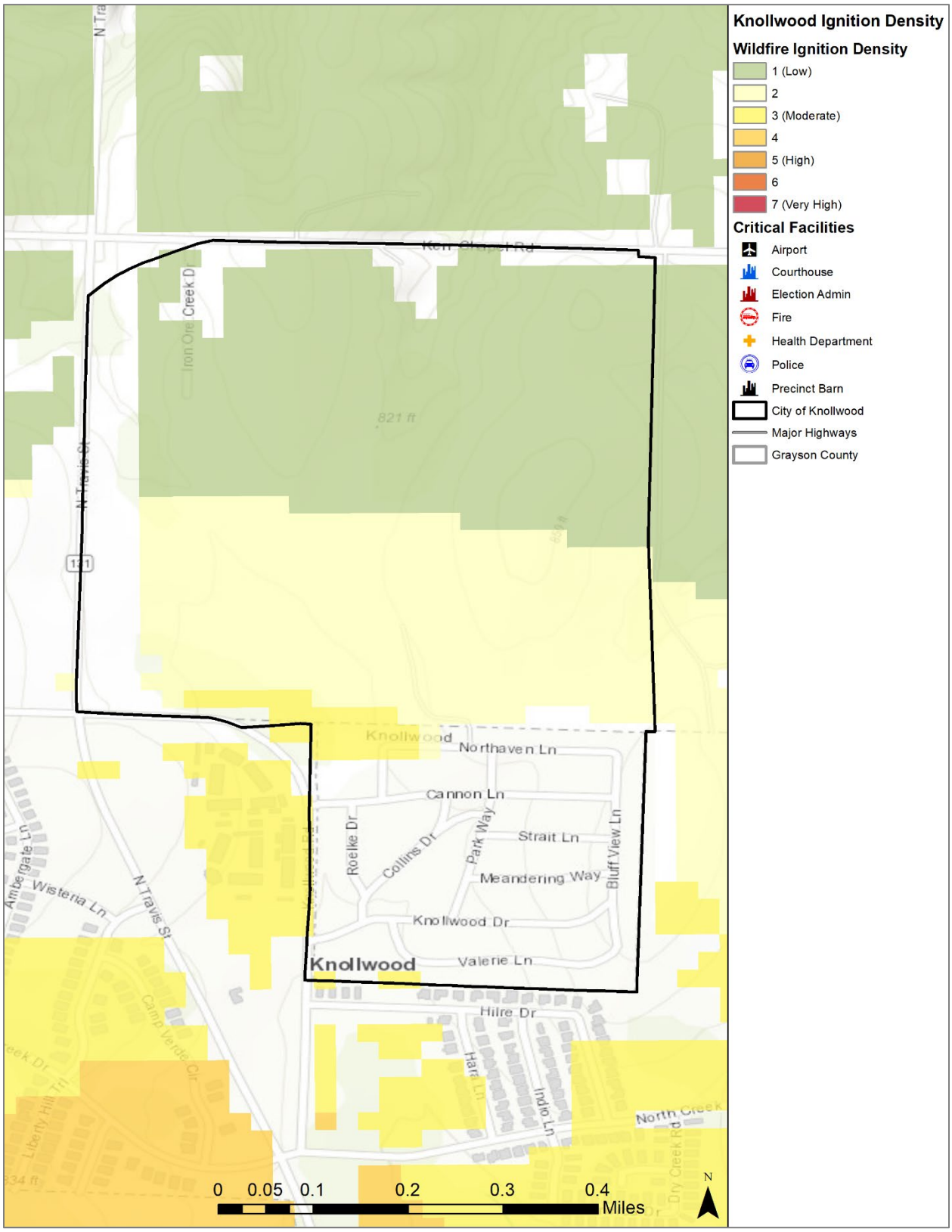


Figure 13-71. Wildfire Ignition Density – City of Pottsboro

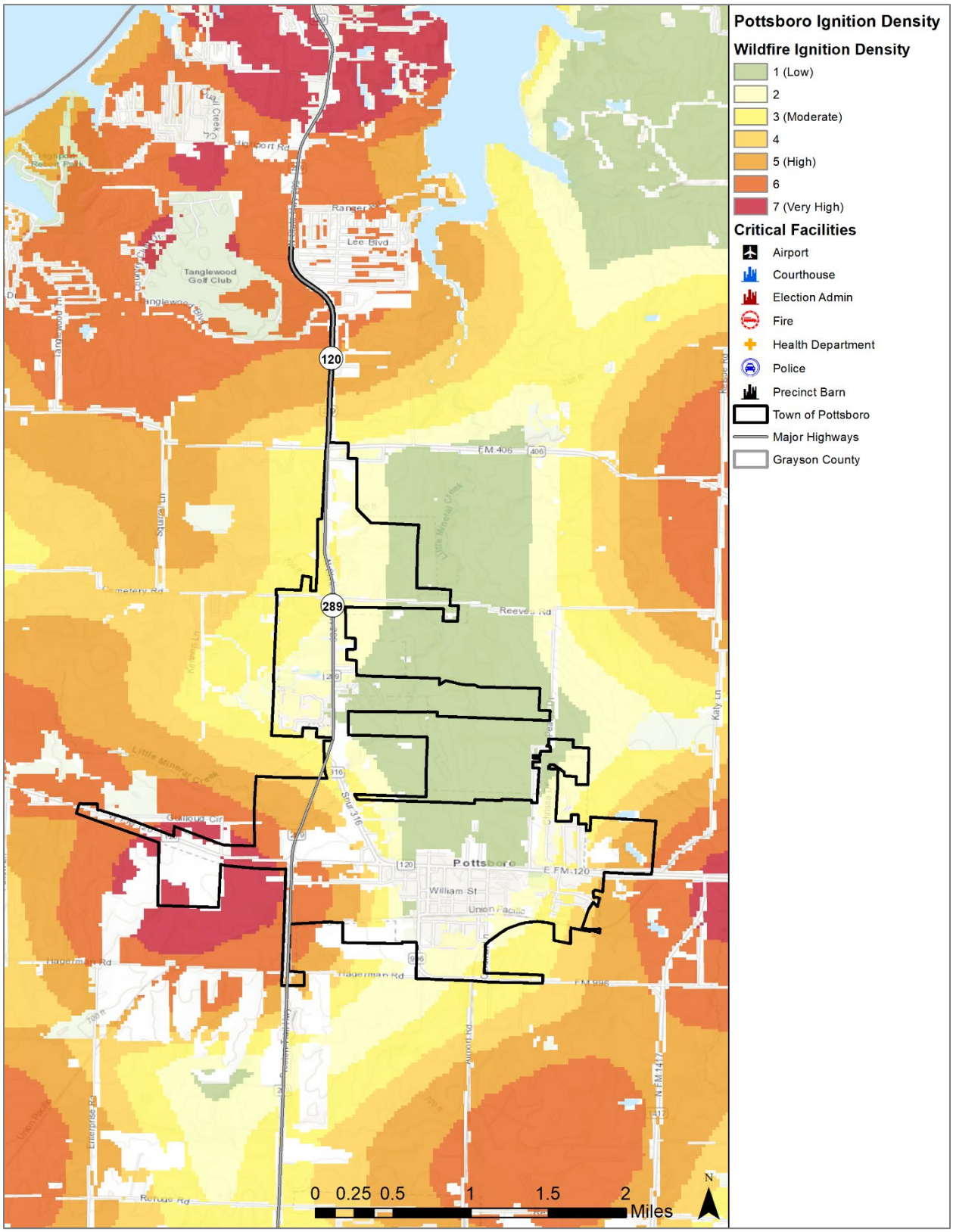


Figure 13-72. Wildfire Ignition Density – City of Sadler

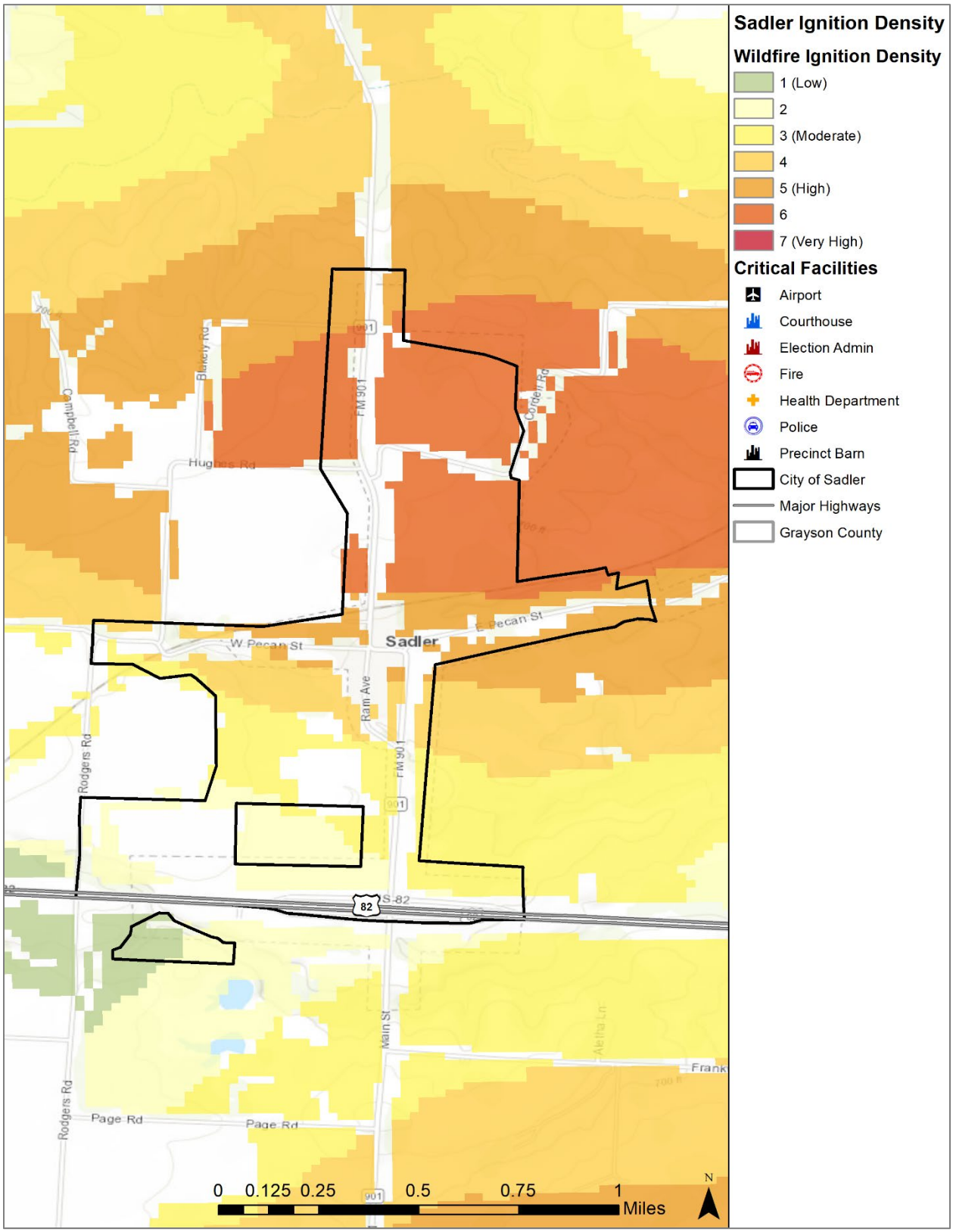


Figure 13-73. Wildfire Ignition Density – City of Sherman

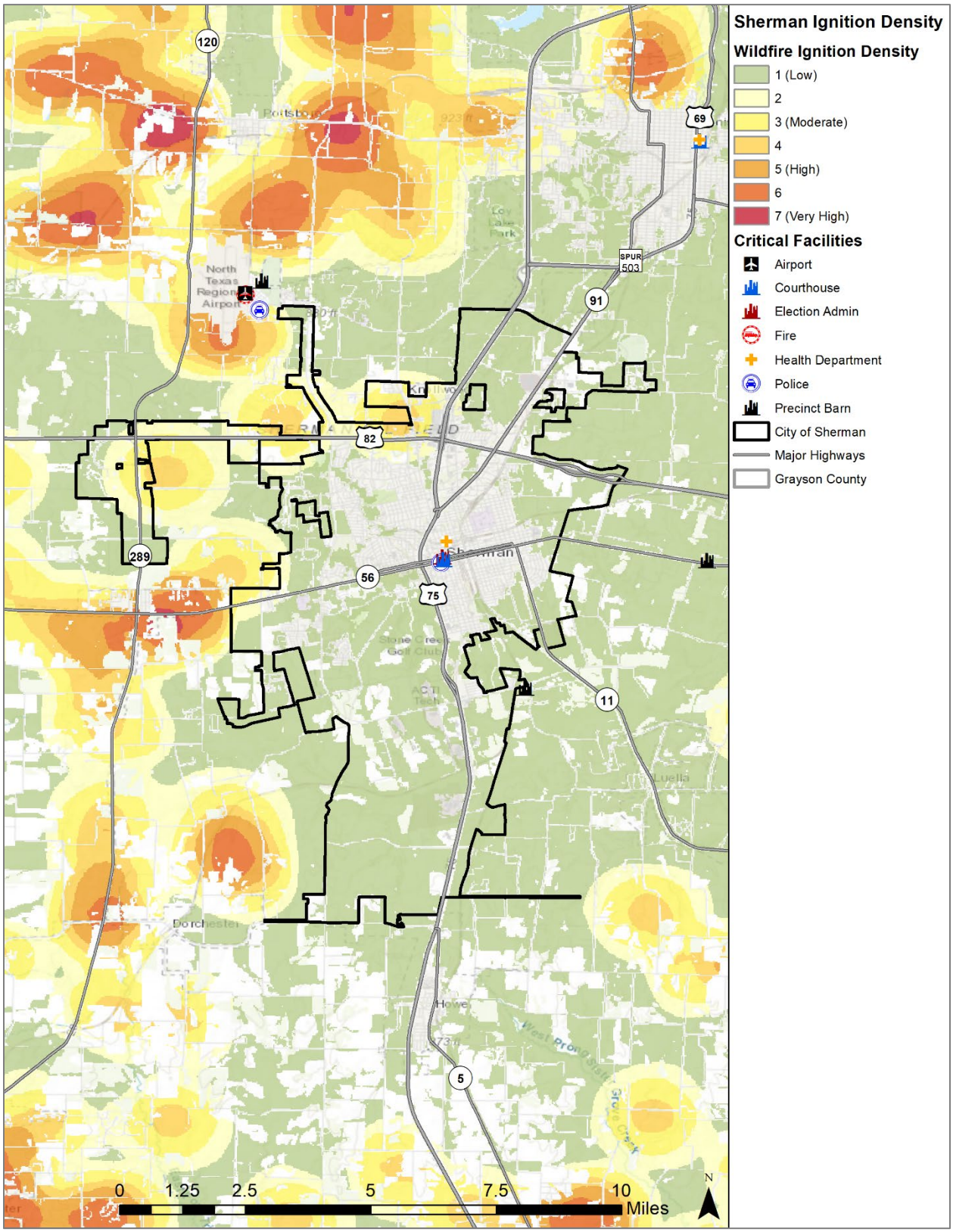


Figure 13-74. Wildfire Ignition Density – City of Southmayd

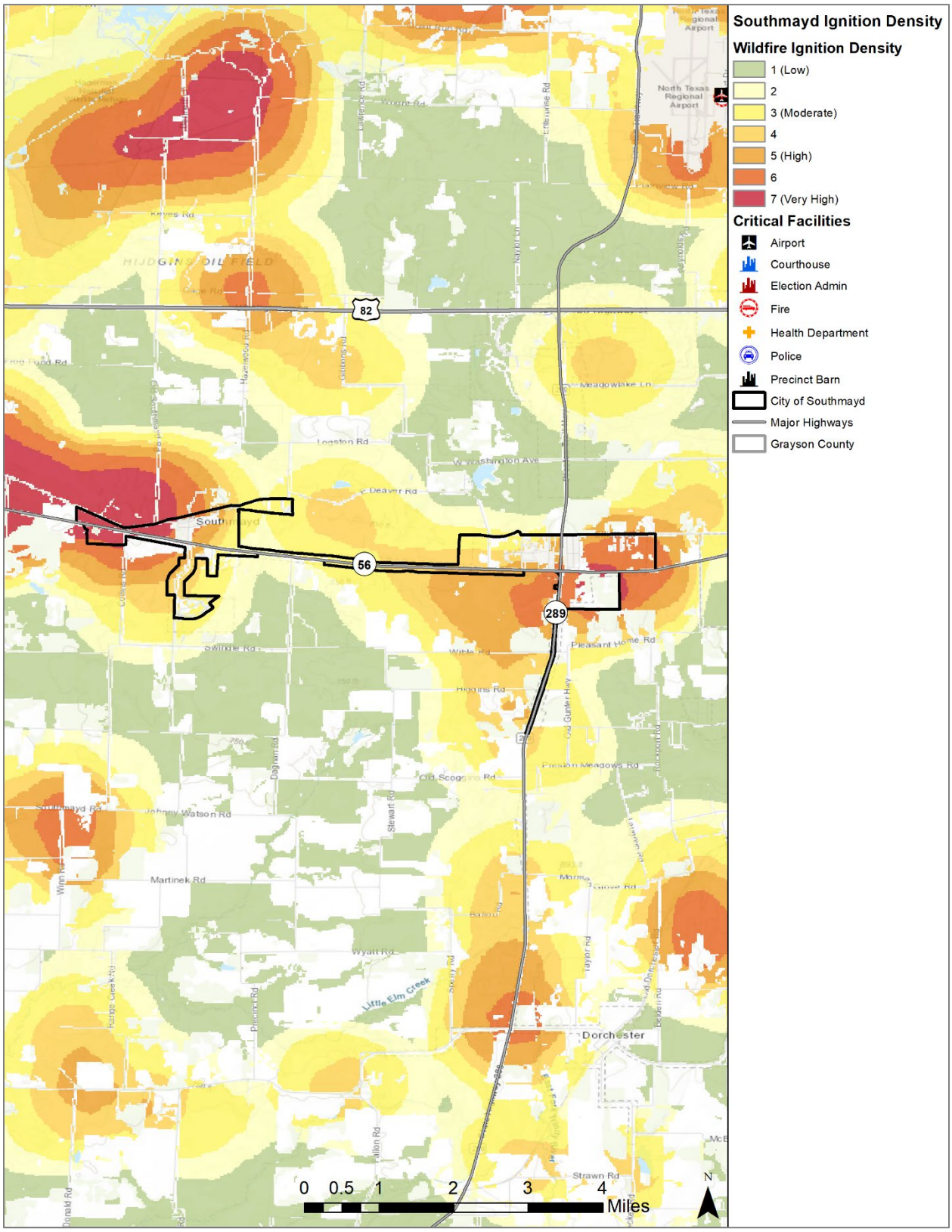


Figure 13-75. Wildfire Ignition Density – City of Tioga

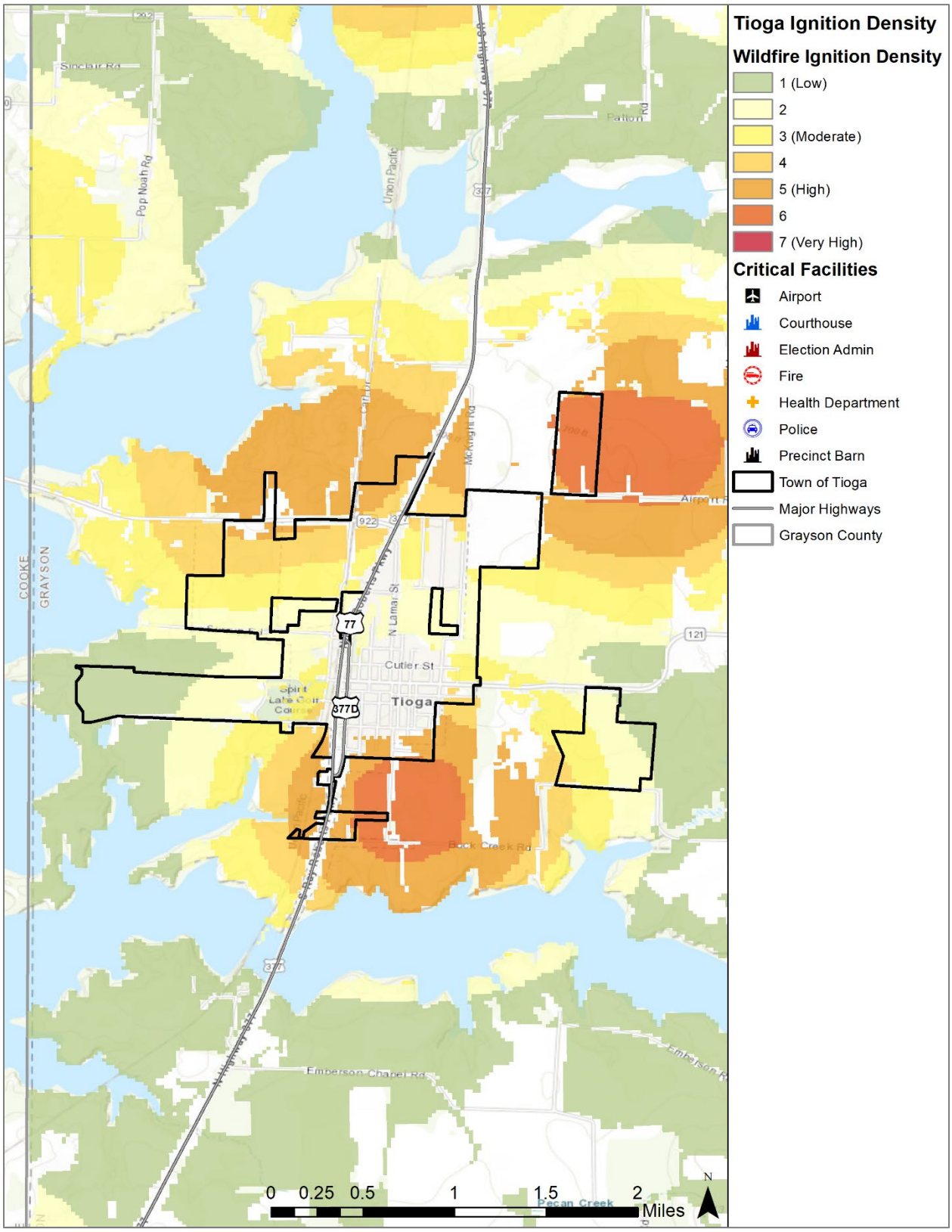


Figure 13-76. Wildfire Ignition Density – City of Tom Bean

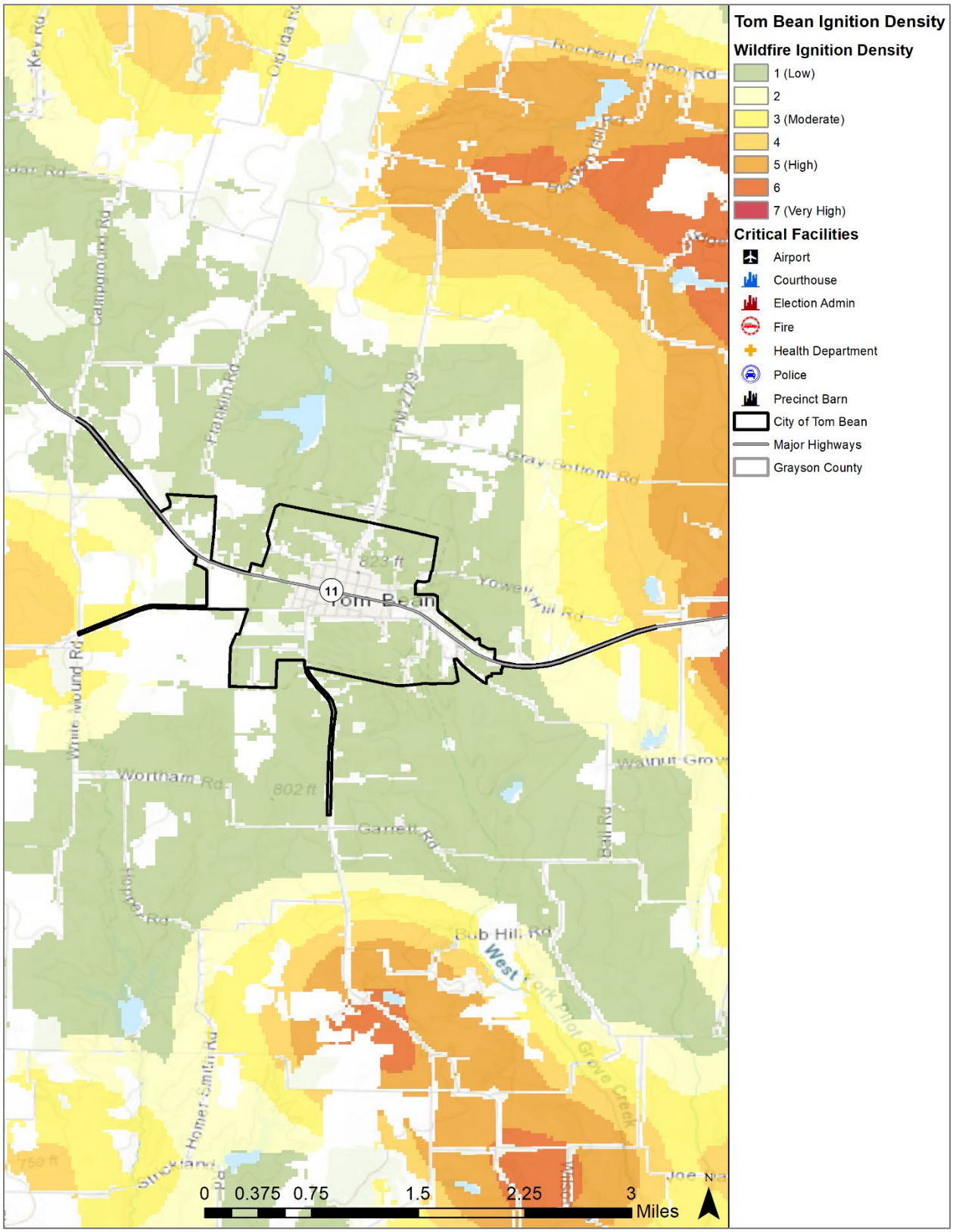


Figure 13-77. Wildfire Ignition Density – City of Van Alstyne

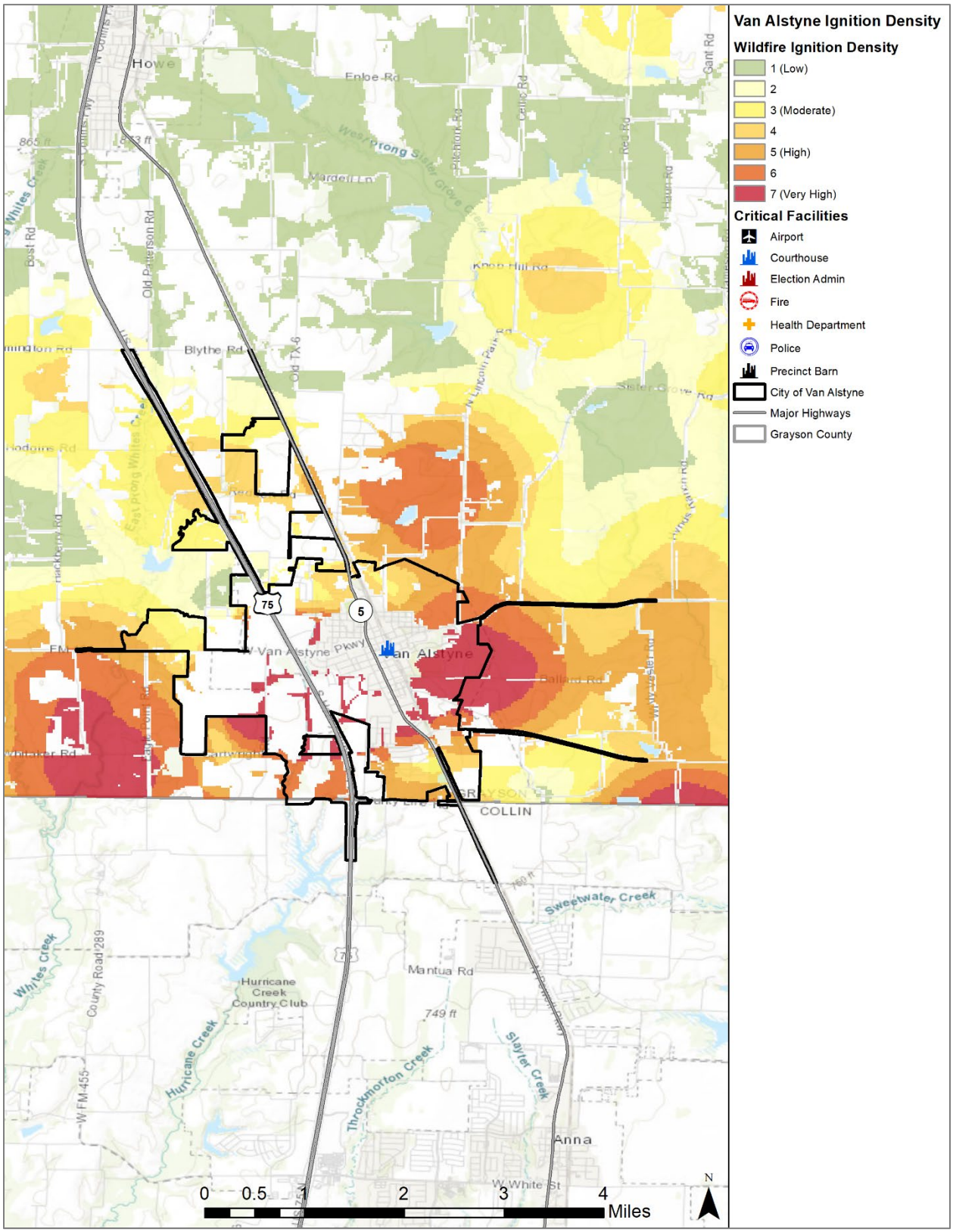


Figure 13-78. Wildfire Ignition Density – City of Whitesboro

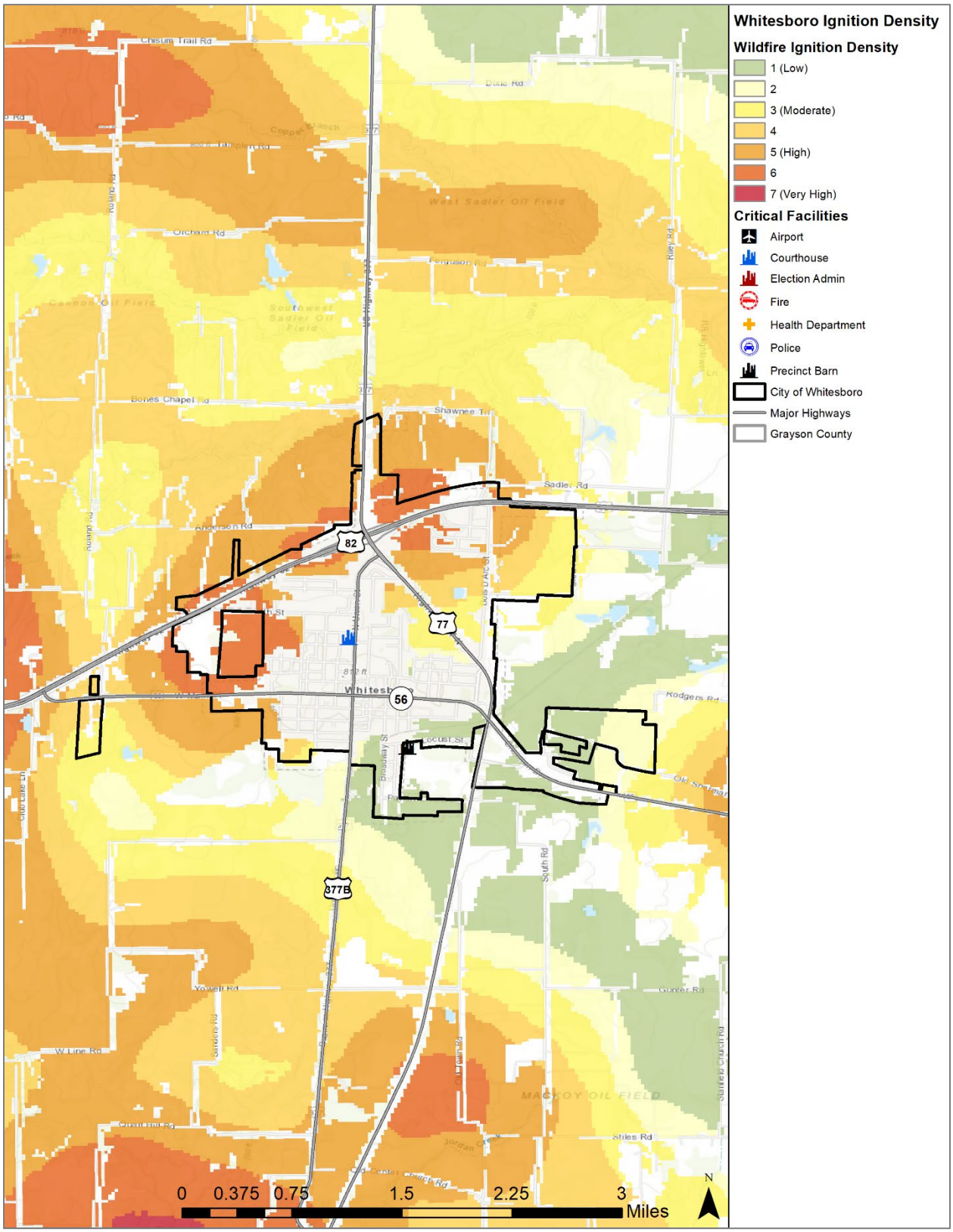


Figure 13-79. Wildfire Ignition Density – City of Whitewright

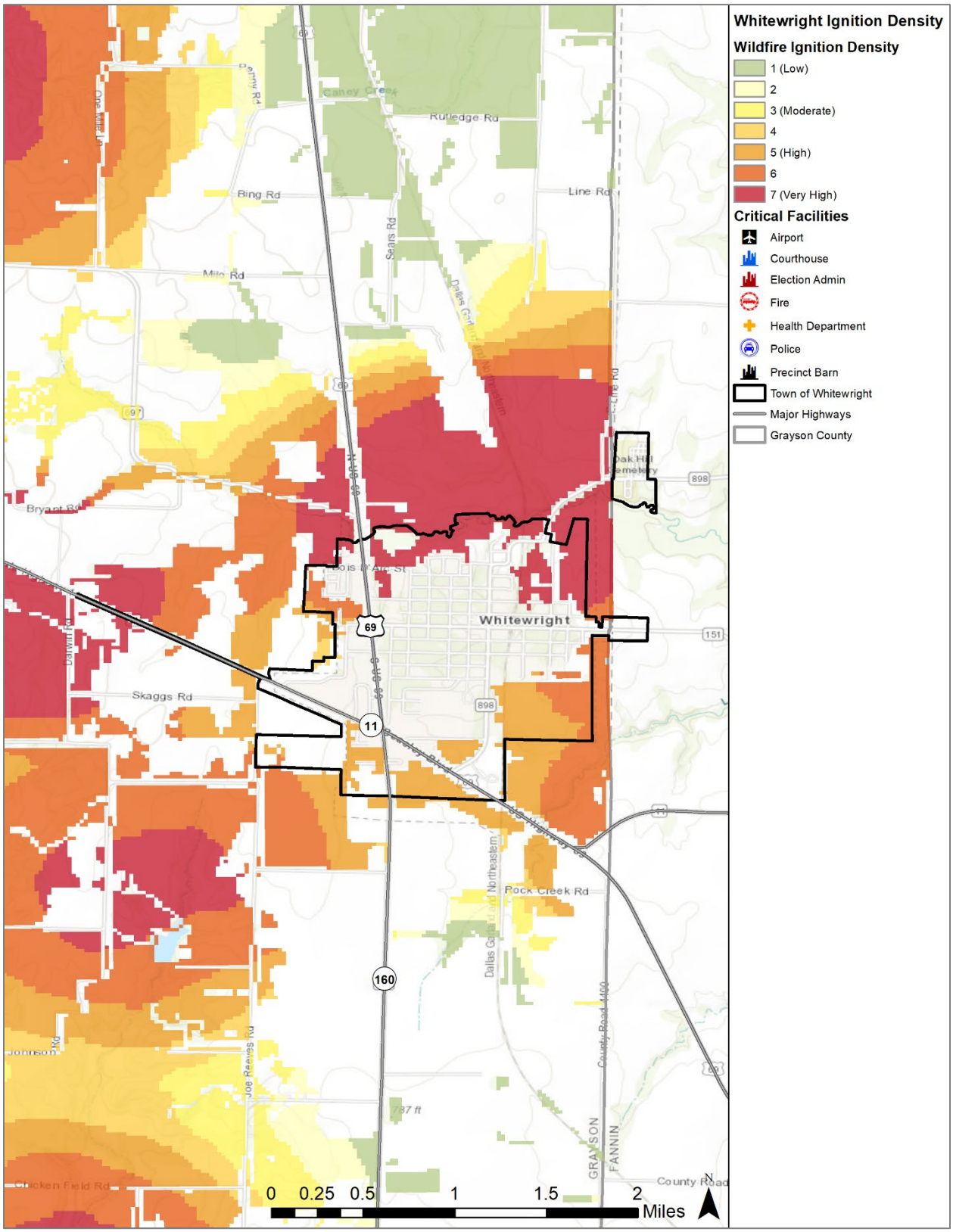


Figure 13-80. Wildfire Ignition Density – Bell ISD

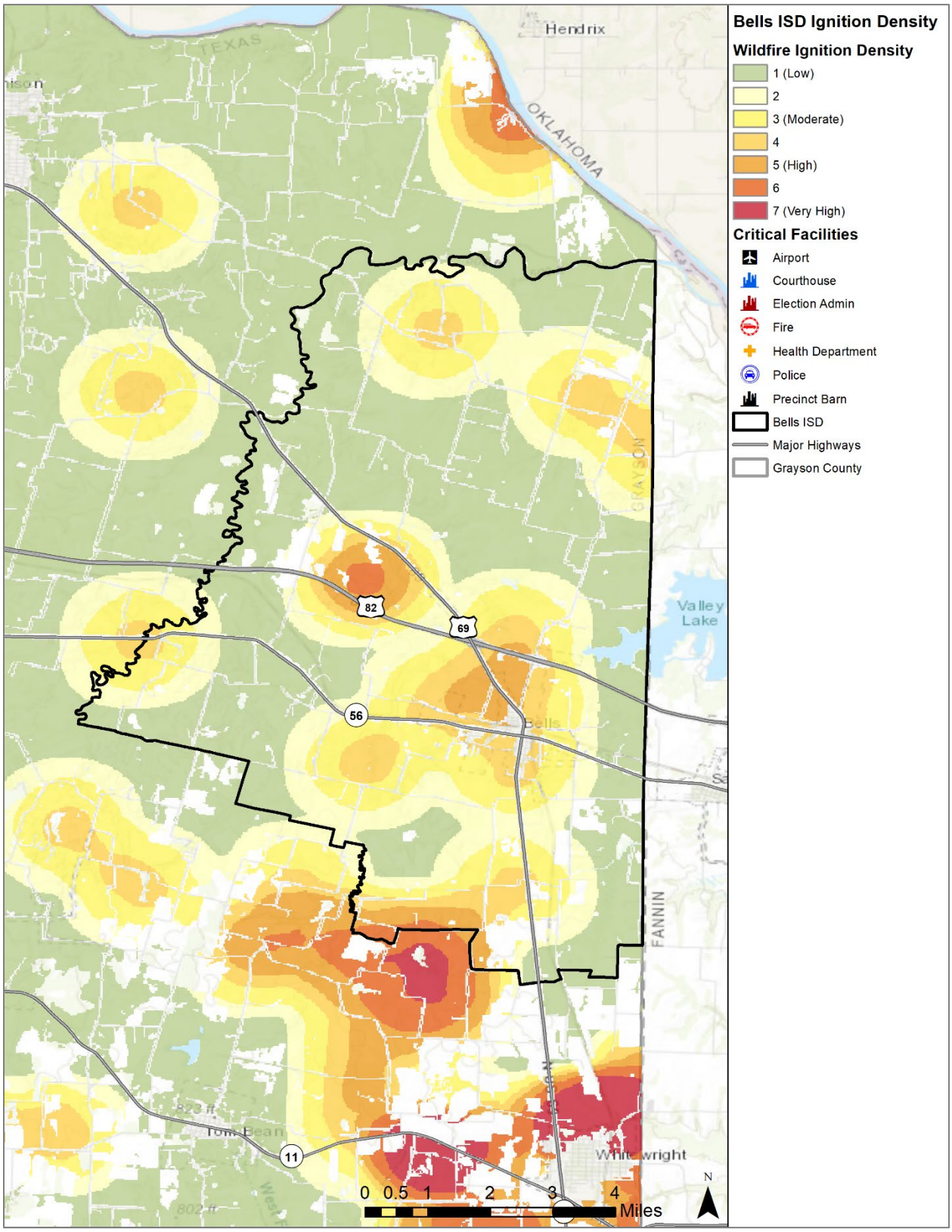


Figure 13-81. Wildfire Ignition Density – Collinsville ISD

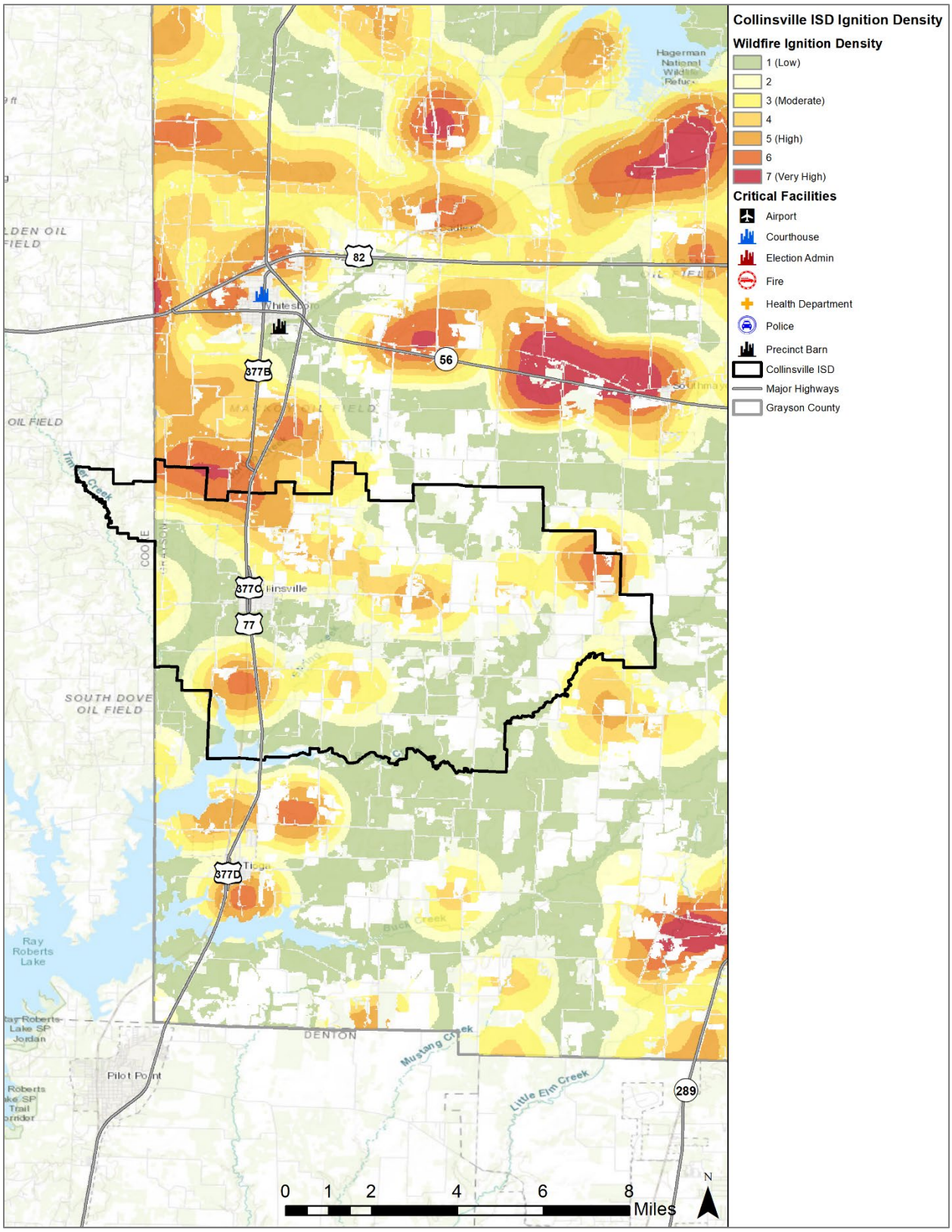


Figure 13-82. Wildfire Ignition Density – Denison ISD

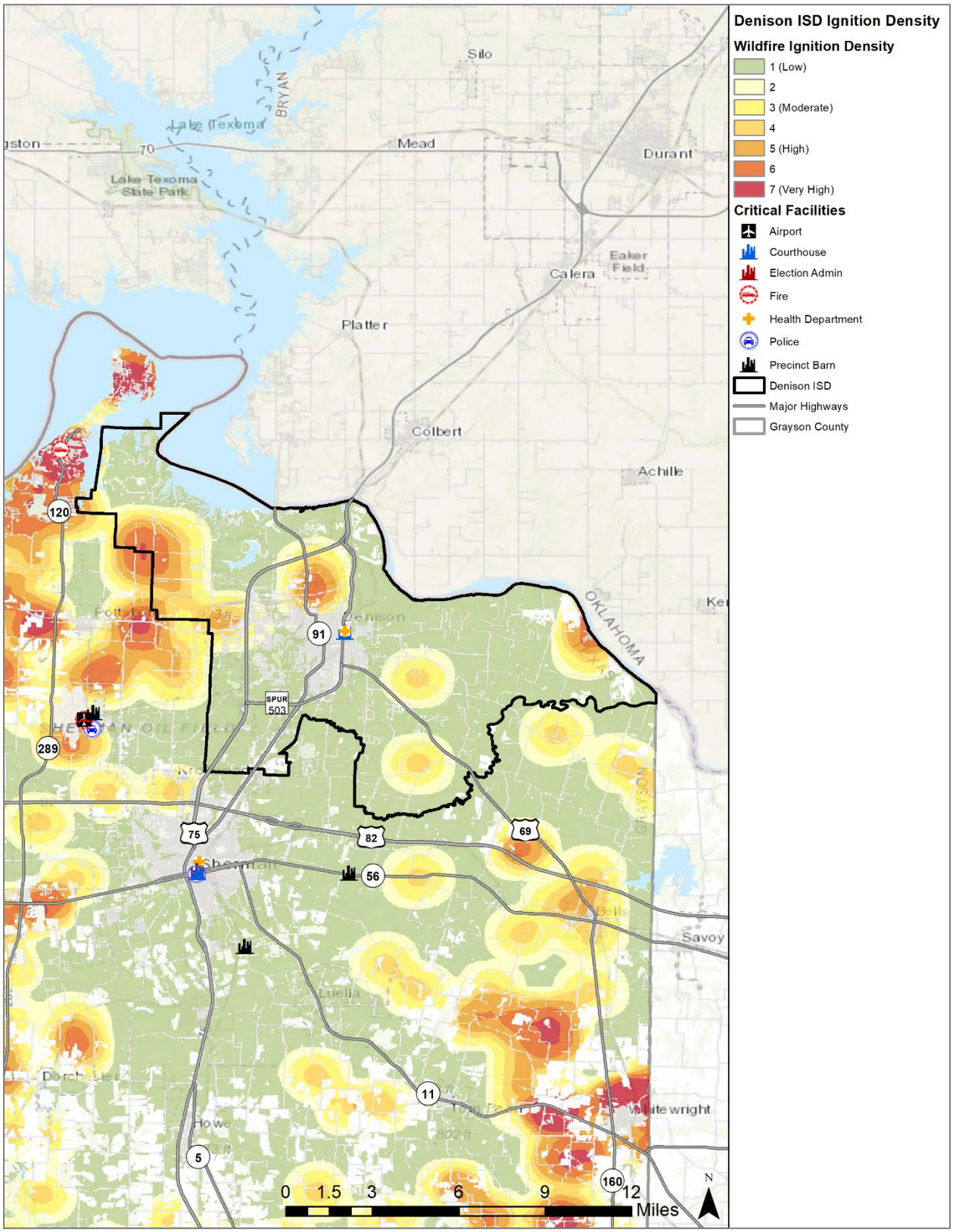


Figure 13-83. Wildfire Ignition Density – Gunter ISD

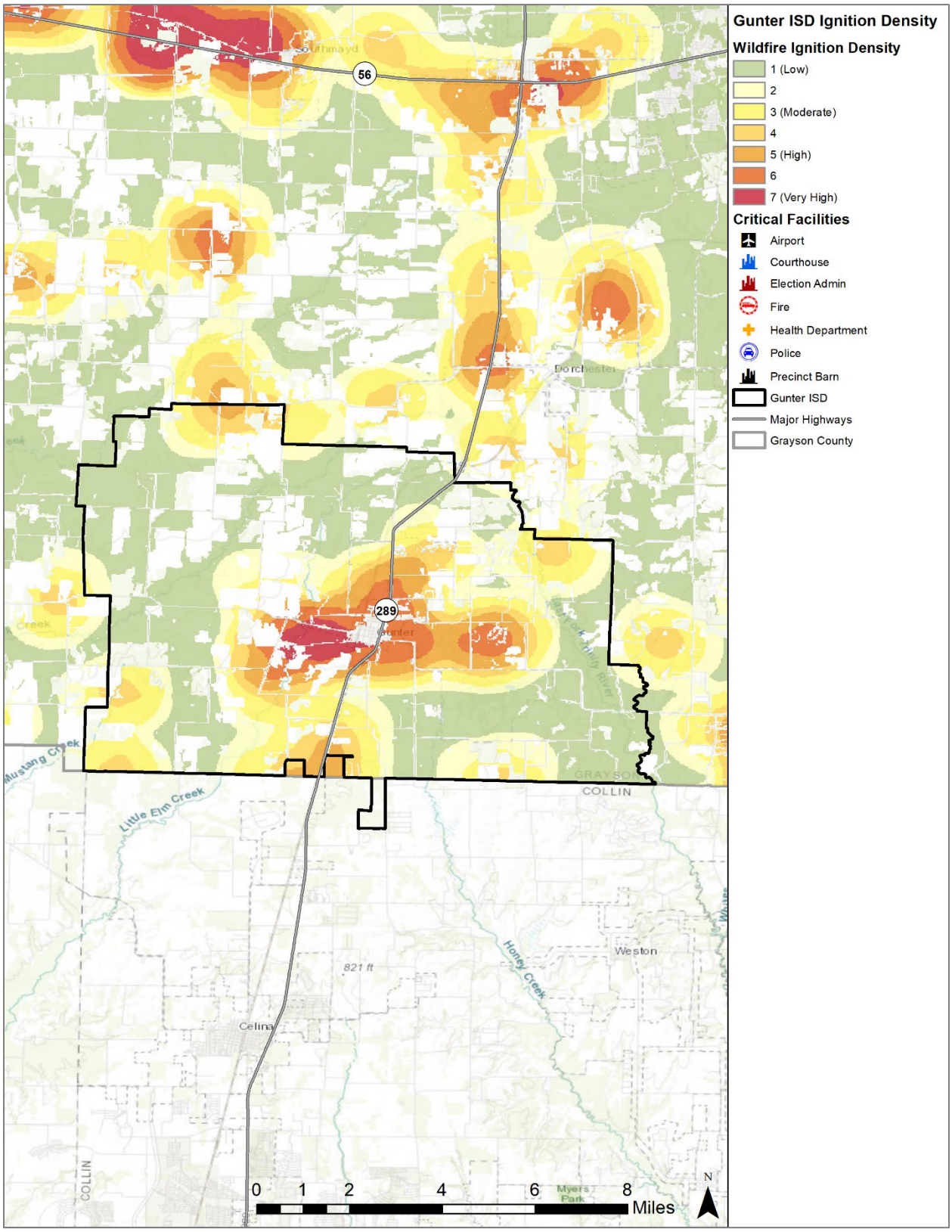


Figure 13-84. Wildfire Ignition Density – Howe ISD

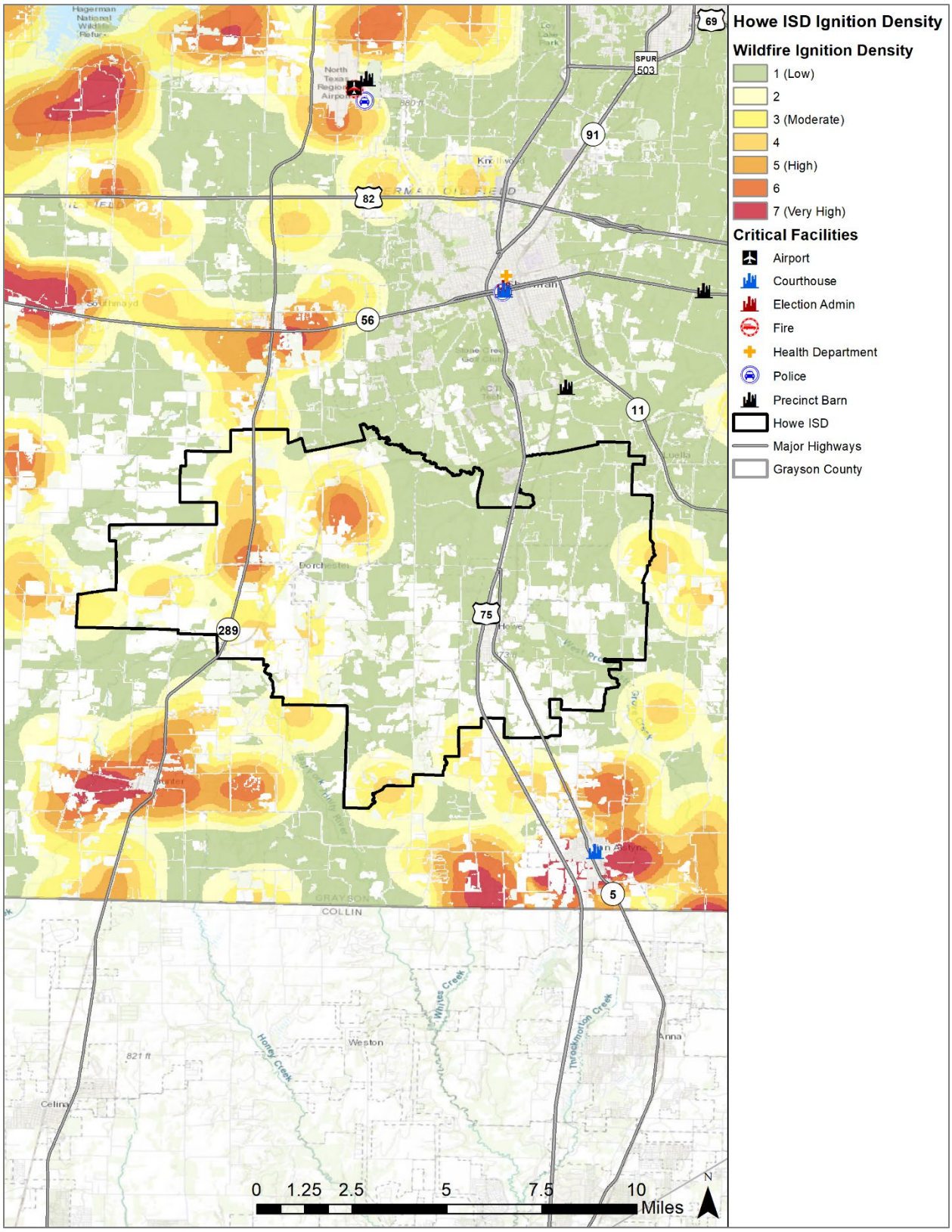


Figure 13-85. Wildfire Ignition Density – Pottsboro ISD

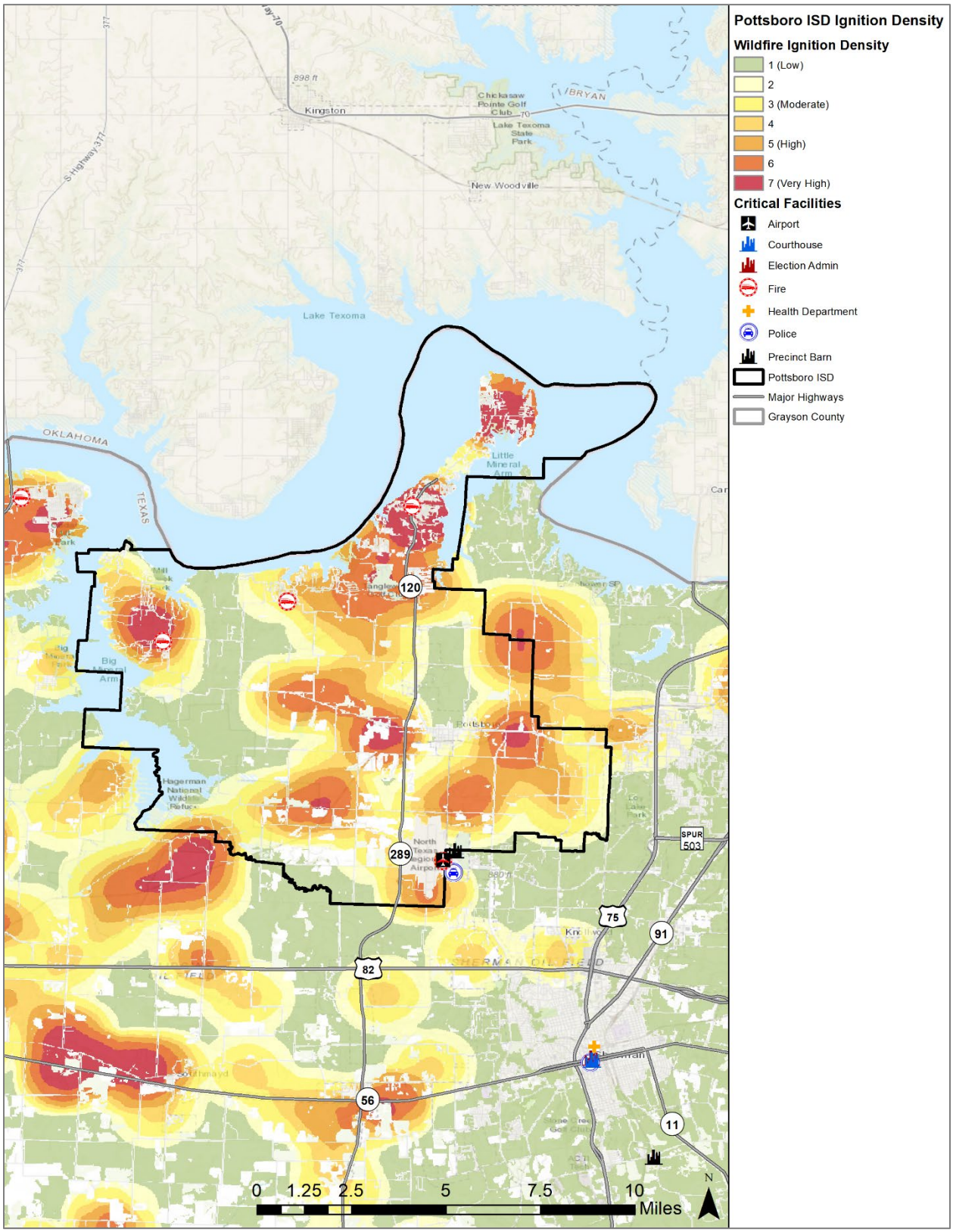


Figure 13-86. Wildfire Ignition Density – S&S CISD

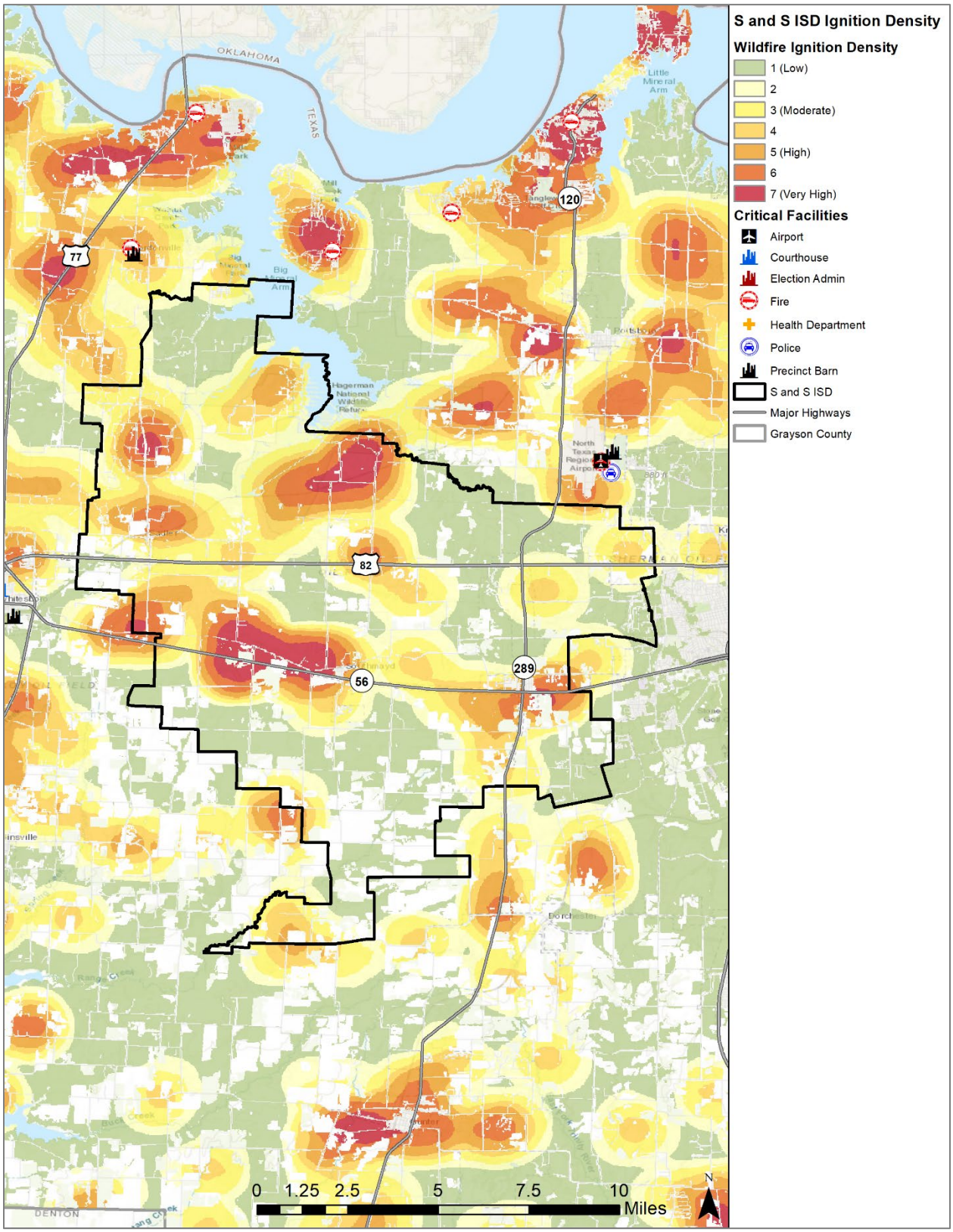


Figure 13-87. Wildfire Ignition Density – Sherman ISD

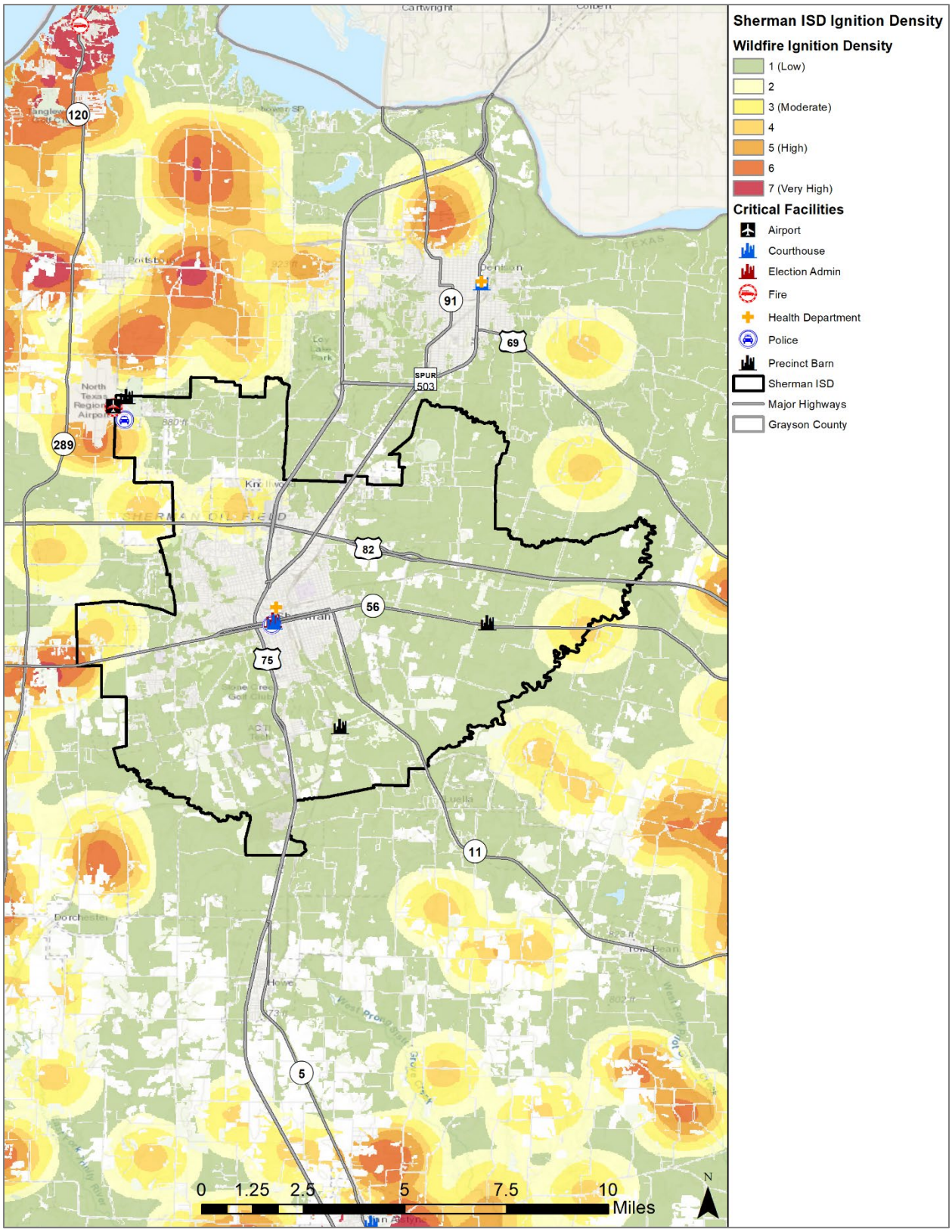


Figure 13-88. Wildfire Ignition Density – Tioga ISD

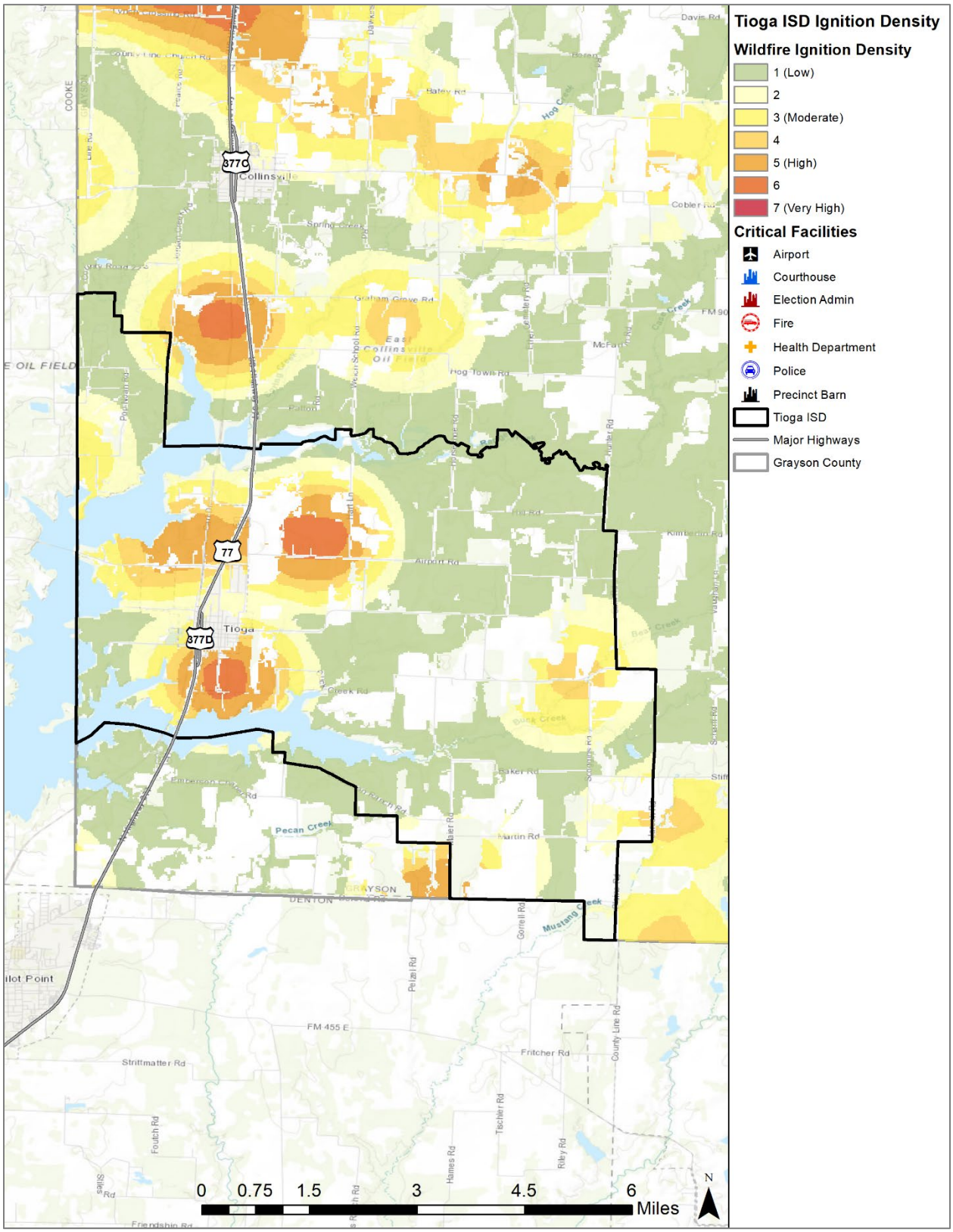


Figure 13-89 Wildfire Ignition Density – Tom Bean ISD

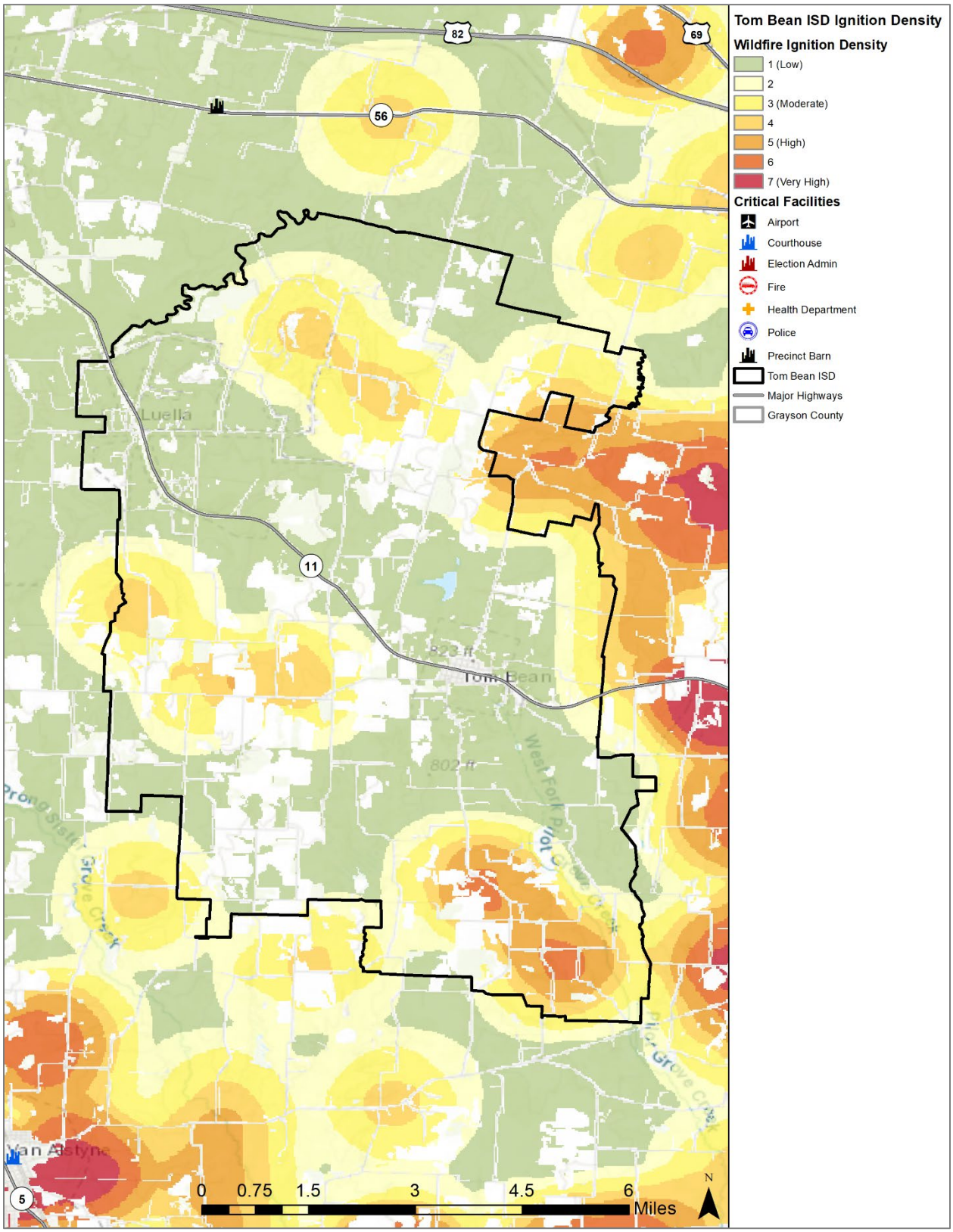


Figure 13-90. Wildfire Ignition Density – Van Alstyne ISD

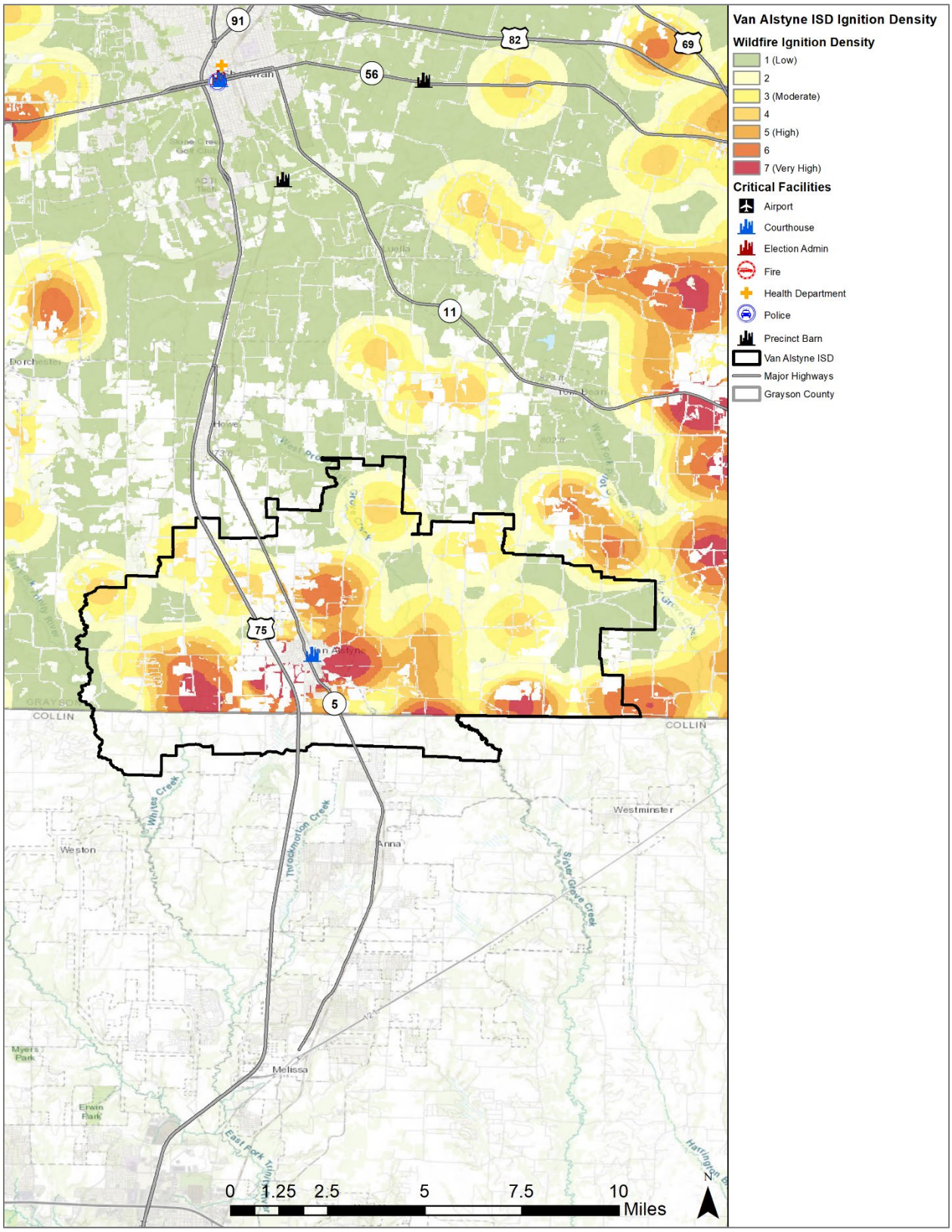


Figure 13-91. Wildfire Ignition Density – Whitesboro ISD

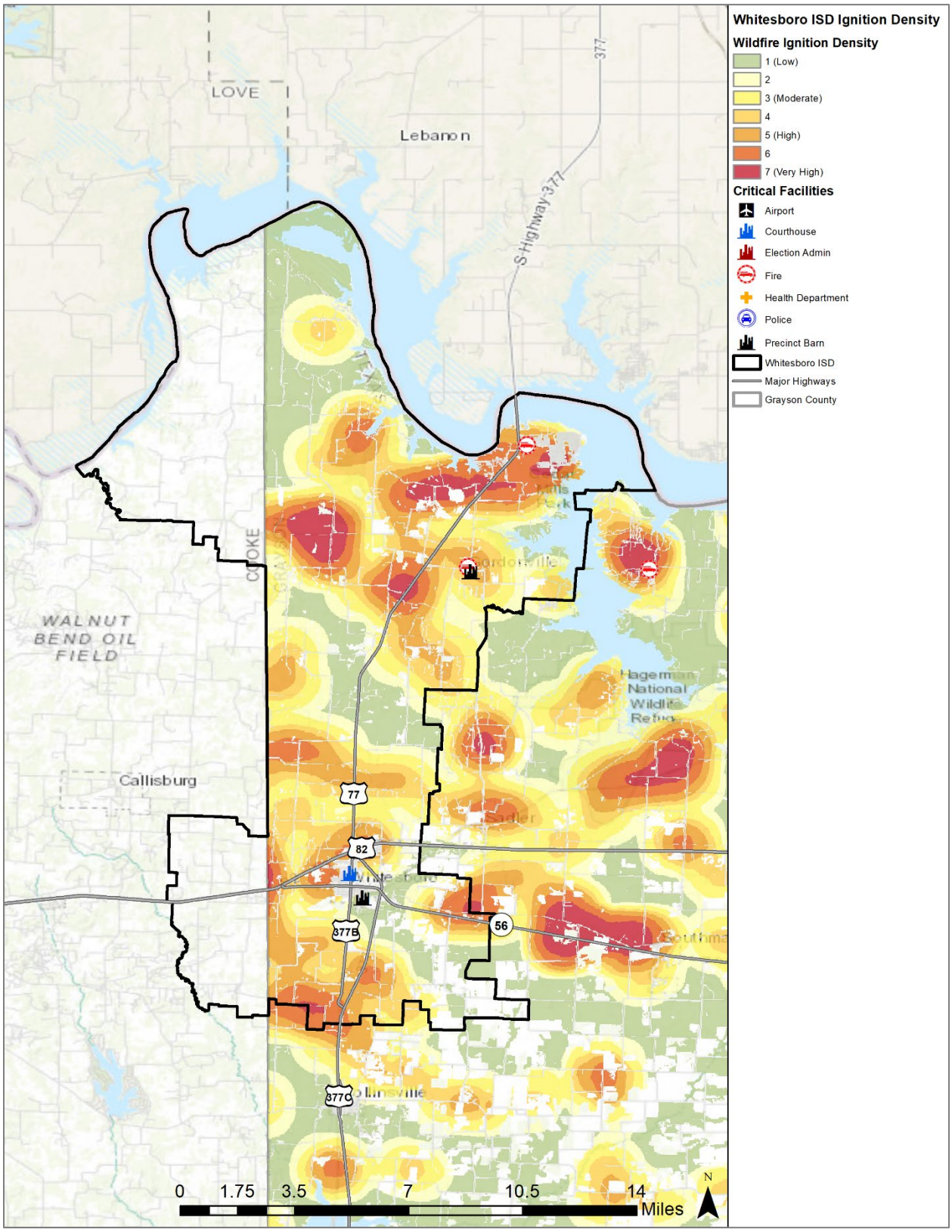
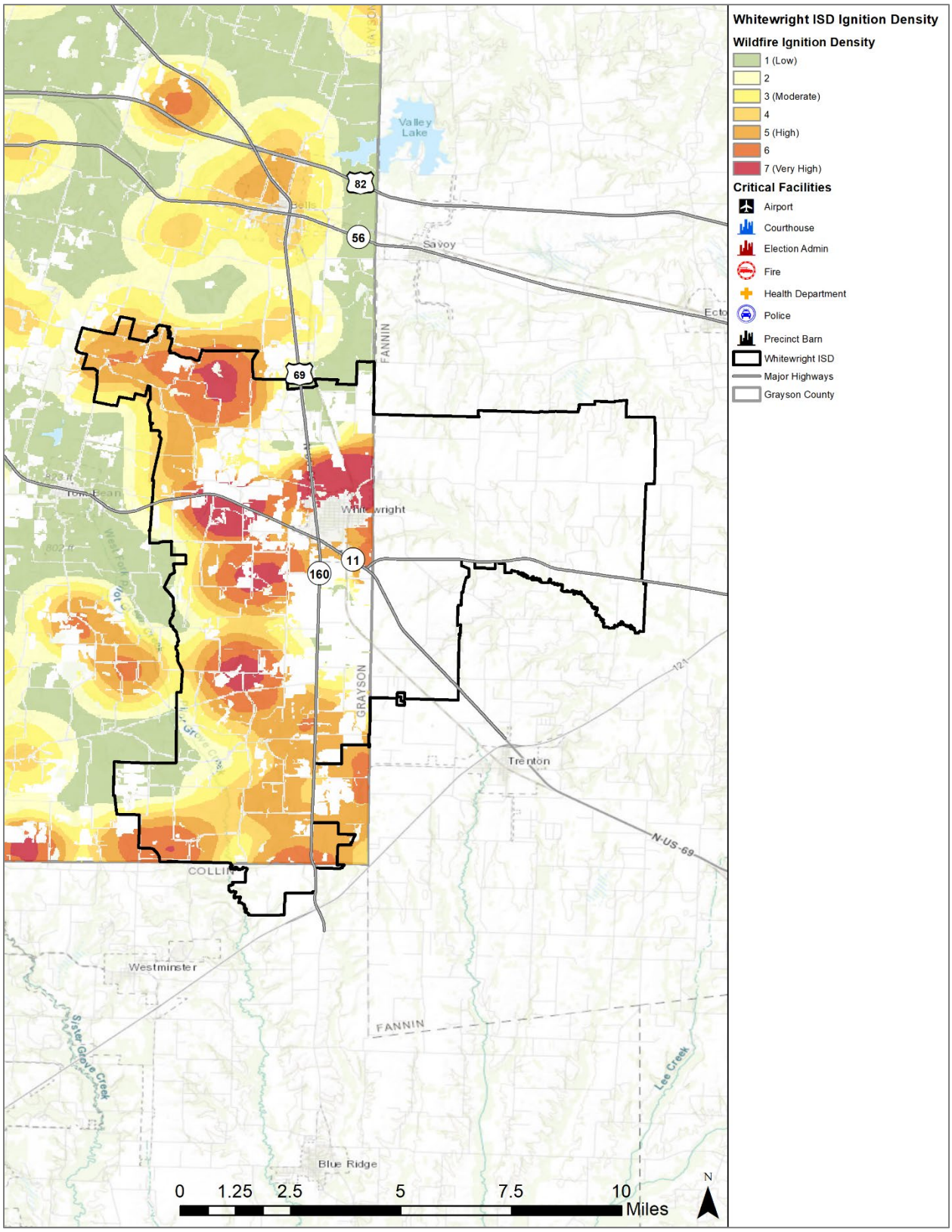


Figure 13-92. Wildfire Ignition Density – Whitewright ISD



Diminished air quality is an environmental impact that can result from a wildfire event and pose a potential health risk. The smoke plumes from wildfires can contain potentially inhalable carcinogenic matter. Fine particles of invisible soot and ash that are too small for the respiratory system to filter can cause immediate and possibly long-term health effects. The elderly or those individuals with compromised respiratory systems may be more vulnerable to the effects of diminished air quality after a wildfire event.

Climatic conditions such as severe freezes and drought can significantly increase the intensity of wildfires since these conditions kill vegetation, creating a prime fuel source for wildfires. The intensity and rate at which wildfires spread are directly related to wind speed, temperature, and relative humidity.

The severity of impact from major wildfire events can be substantial. Such events can cause multiple deaths, shut down facilities for 30 days or more, and cause more than 50 percent of affected properties to be destroyed or suffer major damage. Severity of impact is gauged by acreage burned, homes and structures lost, and the number of resulting injuries and fatalities.

For the Grayson County planning area, the impact from a wildfire event can be considered "Limited" meaning injuries can be treated with first aid, complete shutdown of facilities and services for one week or less, and less than 10 percent of property is destroyed or with major damage. Severity of impact is gauged by acreage burned, homes and structures lost, injuries and fatalities. Based on this, impact for each participating jurisdiction, ISDs and special district is listed below in Table 13-5.

Table 13-5. Impact by Jurisdiction

JURISDICTION	IMPACT	DESCRIPTION
Grayson County	Limited	Grayson County has an estimated 90,434 people or 75.3 percent of the total population that live within the Wildland Urban Interface (WUI). Grayson County critical facilities could be shut down for a week or less, and less than 10 percent of total property could be damaged.
City of Bells	Minor	City of Bells areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Citizens in the town could be injured or suffer illnesses, but not permanent disability. Critical facilities could be shut down for a week, and 10 percent of total property could be damaged.
City of Collinsville	Minor	City of Collinsville areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a moderate wildfire threat. Citizens in the town could be injured or suffer illnesses, but not permanent disability. Critical facilities could be shut down for a week, and 10 percent of total property could be damaged.

JURISDICTION	IMPACT	DESCRIPTION
City of Denison	Limited	City of Denison areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low wildfire threat. Injuries could be treated with first aid. Critical facilities could be shut down for a week or less and less than 10 percent of total property could be damaged.
City of Dorchester	Minor	City of Dorchester areas are primarily semi-densely populated in the WUI (1 house per 2-5 acre), and those areas have a low to moderate wildfire threat. The city only has a few small areas with a low wildfire threat. Citizens in the town could be injured or suffer illnesses, but not permanent disability. Critical facilities could be shut down for a week, and 10 percent of total property could be damaged.
City of Gunter	Minor	City of Gunter areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Citizens in the town could be injured or suffer illnesses, but not permanent disability. Critical facilities could be shut down for a week, and 10 percent of total property could be damaged.
City of Howe	Limited	City of Howe areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low wildfire threat. Injuries could be treated with first aid. Critical facilities could be shut down for a week or less and less than 10 percent of total property could be damaged.
City of Knollwood	Minor	City of Knollwood areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Citizens in the town could be injured or suffer illnesses, but not permanent disability. Critical facilities could be shut down for a week, and 10 percent of total property could be damaged.
City of Pottsboro	Minor	City of Pottsboro areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Citizens in the town could be injured or suffer illnesses, but not permanent disability. Critical facilities could be shut down for a week, and 10 percent of total property could be damaged.

JURISDICTION	IMPACT	DESCRIPTION
City of Sadler	Minor	City of Sadler areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Citizens in the town could be injured or suffer illnesses, but not permanent disability. Critical facilities could be shut down for a week, and 10 percent of total property could be damaged.
City of Sherman	Limited	City of Sherman areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Injuries could be treated with first aid. Critical facilities could be shut down for a week or less and less than 10 percent of total property could be damaged.
City of Southmayd	Minor	City of Southmayd areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Citizens in the town could be injured or suffer illnesses, but not permanent disability. Critical facilities could be shut down for a week, and 10 percent of total property could be damaged.
City of Tioga	Minor	City of Tioga areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Citizens in the town could be injured or suffer illnesses, but not permanent disability. Critical facilities could be shut down for a week, and 10 percent of total property could be damaged.
City of Tom Bean	Minor	City of Tom Bean areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Citizens in the town could be injured or suffer illnesses, but not permanent disability. Critical facilities could be shut down for a week, and 10 percent of total property could be damaged.
City of Van Alstyne	Limited	City of Van Alstyne areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Injuries could be treated with first aid. Critical facilities could be shut down for a week or less and less than 10 percent of total property could be damaged.

JURISDICTION	IMPACT	DESCRIPTION
City of Whitesboro	Limited	City of Whitesboro areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Injuries could be treated with first aid. Critical facilities could be shut down for a week or less and less than 10 percent of total property could be damaged.
City of Whitewright	Limited	City of Whitewright areas are primarily semi-densely populated in the WUI (1-3 houses per acre), and those areas have a low to moderate wildfire threat. Injuries could be treated with first aid. Critical facilities could be shut down for a week or less and less than 10 percent of total property could be damaged.

ASSESSMENT OF IMPACTS

A Wildfire event poses a potentially significant risk to public health and safety, particularly if the wildfire is initially unnoticed and spreads quickly. The impacts associated with a wildfire are not limited to direct damage. The impact of climate change could produce larger, more widespread wildfire events, exacerbating the current wildfire impacts. More extreme wildfire conditions can be frequently associated with a variety of impacts, including:

- The Grayson County planning area contains public parks and open spaces areas. Community assets including places like Eisenhower State Park in the City of Denison and the Hagerman National Wildlife Refuge are vulnerable to the impacts of wildfire events. Recreation and tourism can be unappealing for years following a large wildfire, devastating directly related businesses.
- Persons in the area at the time of the fire are at risk for injury or death from burns and/or smoke inhalation.
- First responders are at greater risk of physical injury when in close proximity to the hazard while extinguishing flames, protecting property, or evacuating in the area.
- First responders can experience heart disease, respiratory problems, and other long-term related illnesses from prolonged exposure to smoke, chemicals, and heat.
- Emergency services may be disrupted during a wildfire if facilities are impacted, roadways are inaccessible, or personnel are unable to report for duty.
- Critical county and city departments may not be able to function and provide necessary services depending on the location of the fire and the structures or personnel impacted.
- Non-critical businesses may be directly damaged, suffer loss of utility services, or be otherwise inaccessible, delaying normal operations and slowing the recovery process.
- Displaced residents may not be able to immediately return to work, further slowing economic recovery.
- Roadways in or near the WUI could be damaged or closed due to smoke and limited visibility.

- Older homes are generally exempt from modern building code requirements, which may require fire suppression equipment in the structure. 48.3 percent of homes in the planning area were built before 1980. Within Grayson County, 9 buildings and sites are on the National Register of Historic Places, many of which pre-date modern building codes.
- Some high-density neighborhoods feature small lots with structures close together, increasing the potential for fire to spread rapidly.
- Air pollution from smoke may exacerbate respiratory problems of vulnerable residents.
- Charred ground after a wildfire cannot easily absorb rainwater, increasing the risk of flooding and potential mudflows.
- Economic disruption negatively impacts the programs and services provided by the community due to short- and long-term loss in revenue.
- Fire suppression costs can be substantial, exhausting the financial resources of the community.
- Residential structures lost in a wildfire may not be rebuilt for years, reducing the tax base for the community.
- Direct impacts to municipal water supply may occur through contamination of ash and debris during the fire, destruction of aboveground delivery lines, and soil erosion or debris deposits into waterways after the fire.

The economic and financial impacts of a wildfire event on local government will depend on the scale of the event, what is damaged, costs of repair or replacement, lost business days in impacted areas, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by government, businesses, and citizens will contribute to the overall economic and financial conditions in the aftermath of a wildfire event.

CLIMATE CHANGE CONSIDERATIONS

Wildfires require the alignment of a number of factors, including temperature, humidity, and the lack of moisture in fuels, such as trees, shrubs, grasses, and forest debris. All these factors have strong direct or indirect ties to climate variability and climate change. Research shows that changes in climate create warmer, drier conditions, leading to longer and more active fire seasons. Increases in temperatures and the thirst of the atmosphere due to human--caused climate change have increased aridity of forest fuels during the fire season.[3]

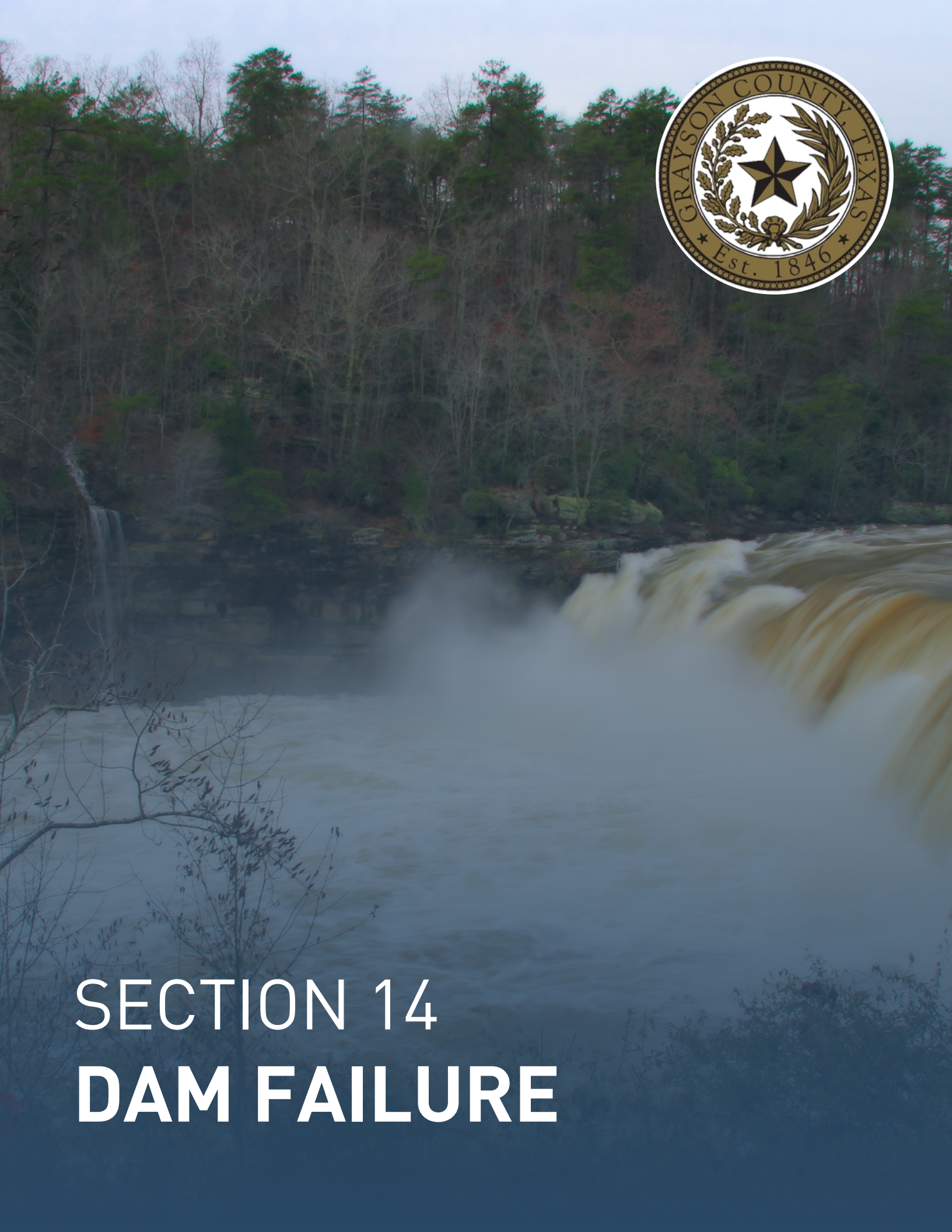
Vapor pressure deficit, an indicator of the ability of moisture to evaporate, is projected to increase as temperatures rise and carbon dioxide fertilization reduces transpiration, leading to both lower humidity and increased surface dryness. Overall, increased dryness should extend the wildfire season in places where the fire season is presently constrained by low levels of aridity, such as eastern Texas.[4]

Extreme heat and extended periods of drought contribute to wildfire risk in the planning area, including participating jurisdictions and ISDs. Extreme temperatures and periods of drought

[3] NOAA Wildfire Climate Connection, August 2022: wildfire-climate-connection.

[4] Assessment of Historic and Future Trends of Extreme Weather in Texas, 1900-2036, Texas A&M University Office of the Texas State Climatologist, 2021 update.

destroy vegetation in the area, contributing to available fuels that spread wildfires. Additional climate change impacts from drought and extreme heat are discussed in Sections 6 and 8 of this Plan Update. The projected increases in favorable wildfire conditions, including drought and extreme heat, indicate an increase in favorable wildfire conditions. Additional information and studies are needed to determine the degree and rate of any increased wildfire risk.



SECTION 14
DAM FAILURE

SECTION 14: DAM FAILURE

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Extent 5
Historical Occurrences 9
Probability of Future Events 10
Vulnerability and Impact 10
Assessment of Impacts 12
Climate Change Considerations 12

HAZARD DESCRIPTION

DAMS

Dams are water storage, control, or diversion structures that impound water upstream in reservoirs. Dam failure can take several forms, including a collapse of or breach in the structure. While most dams have storage volumes small enough that failures have few or no repercussions, dams storing large amounts can cause significant flooding downstream. Dam failures can result from any one or a combination of the following causes:

- Prolonged periods of rainfall and flooding, which cause most failures;
- Inadequate spillway capacity, resulting in excess overtopping of the embankment;
- Internal erosion caused by embankment or foundation leakage or piping;
- Improper maintenance, including failure to remove trees, repair internal seepage problems, or maintain gates, valves, and other operational components;
- Improper design or use of improper construction materials;
- Failure of upstream dams in the same drainage basin;
- High winds, which can cause significant wave action and result in substantial erosion;
- Destructive acts of terrorism; and,
- Earthquakes, which typically cause longitudinal cracks at the tops of the embankments, leading to structural failure.

Benefits provided by dams include water supplies for drinking; irrigation and industrial uses; flood control; hydroelectric power; recreation; and navigation. At the same time, dams also represent a risk to public safety. Dams require ongoing maintenance, monitoring, safety inspections, and sometimes even rehabilitation to continue safe service.

In the event of a dam failure, the energy of the water stored behind the dam is capable of causing rapid and unexpected flooding downstream, resulting in loss of life and substantial property damage. A devastating effect on water supply and power generation could be expected as well. The terrorist attacks of September 11, 2001 generated increased focus on protecting the country's infrastructure, including ensuring the safety of dams.

One major issue with the safety of dams is their age. The average age of America's 84,000 dams is 52 years. According to statistics released in 2009 by the Association of State Dam Safety

Officials[1], more than 2,000 dams near population centers are in need of repair. In addition to the continual aging of dams, there have not been significant increases in the number of safety inspectors resulting in haphazard maintenance and inspection.

The Association of State Dam Safety Officials estimate that $16 billion will be needed to repair all high-hazard dams, but the total for all state dam-safety budgets is less than $60 million[2]. The current maintenance budget does not match the scale of America's long-term modifications of its watersheds. Worse still, more people are moving into risky areas. As the American population grows, dams that once could have failed without major repercussions are now upstream of cities and development.



LOCATION

The State of Texas has 7,413 dams, all regulated by the Texas Commission on Environmental Quality (TCEQ). The National Dam Safety Review Board (in coordination with FEMA) and the National Inventory of Dams (NID) lists a total of 114 dams in or near the Grayson County planning area, including participating jurisdictions and ISDs (Appendix D). Each of these dams were analyzed individually by location, volume, elevation, and condition (where available) when determining the risk, if any, for each dam. Each dam site was further analyzed for potential risks utilizing FEMA's National Flood Hazard Layer (where available) to map locations and fully understand development near the dam and topographical variations that may increase risk.

Most of the dams listed were embankments for typically dry detention drainage areas, irrigation reservoirs, or shored up stream embankments. These types of structures are utilized for flood control and irrigation and do not pose a dam or levee failure risk. Other dams in the planning area

[1] Association of State Dam Safety Officials, Journal of Dam Safety
[2] Source: www.damsafety.org

feature such limited storage capacity that they pose no risk to structures, infrastructure, or citizens. Dams that were deemed to pose no past, current, or future risk to the planning area are not profiled in the plan as no loss of life or impact to critical facilities or infrastructure is expected in the event of a breach. Based on this detailed analysis, the planning team was able to determine that 11 of the 114 dams posed a risk to the planning area. All 11 of these dams are listed in Table 14-1 with regulation information. These dams are profiled in detail in the Extent section of this hazard profile.

Figure 14-1 illustrates the general location for the critical dams in the planning area. While inundation maps are not available for the profiled dams, an estimated inundation radius has been included on the location map for each profiled dam or levee (indicated by the red circle). For dams with a maximum storage capacity of 100,000 acre-feet or more, all structures within five miles are considered to be at risk to potential dam or levee failure hazards. For dams with a maximum storage capacity between 10,000 and 100,000 acre-feet, all structures within three miles are considered to be at risk to potential dam or levee failure hazards. For dams with a maximum storage capacity of less than 10,000 acre-feet, all structures within one mile are considered to be at risk to potential dam failure hazards.

The jurisdictions profiling dam failure include Grayson County, the City of Denison, and the City of Sherman. None of the remaining participating jurisdictions are profiling dam failure, including those jurisdictions that may experience localized flooding due to a dam breach, as flood is addressed as a separate hazard in this plan.

Figure 14-1. Grayson County Critical Dam Locations

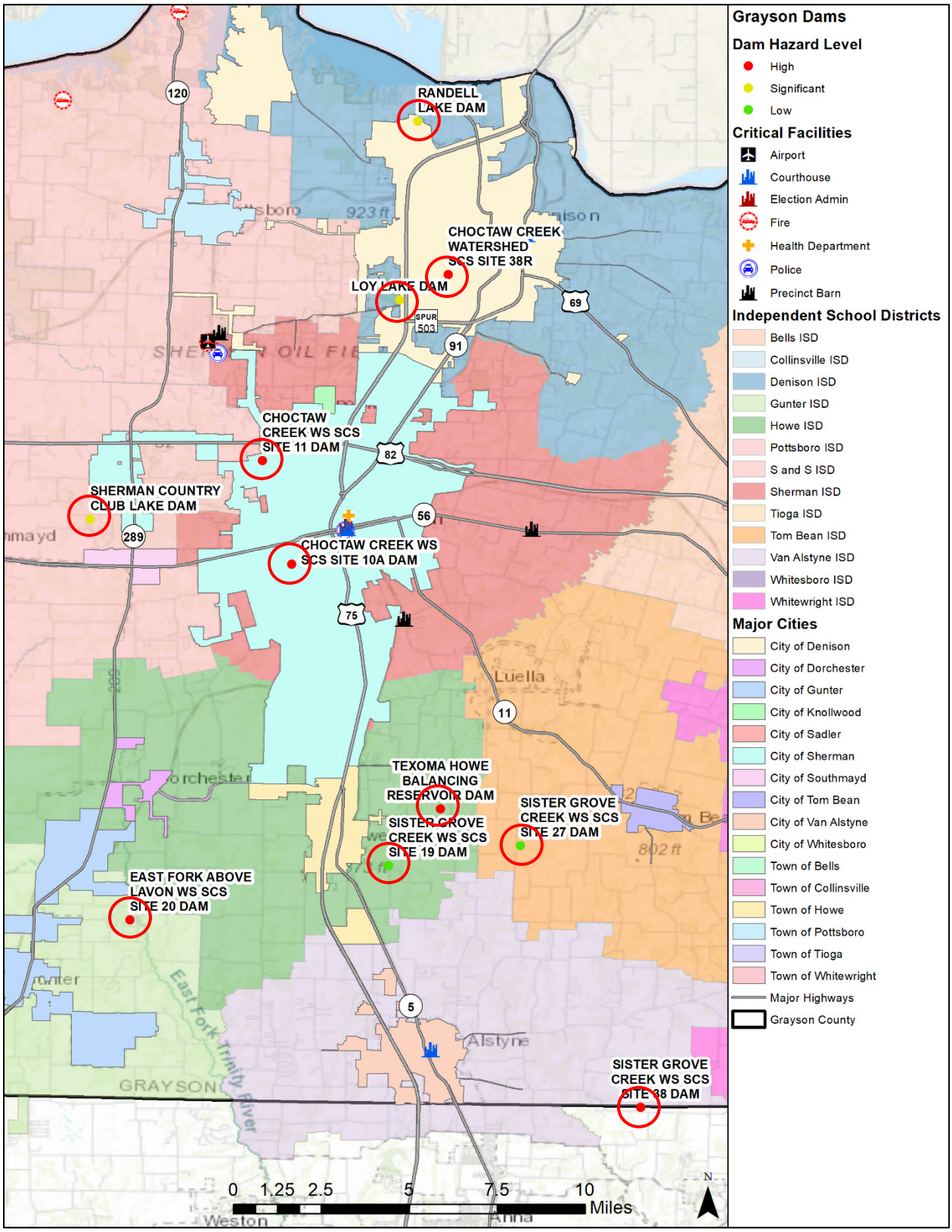


Table 14-1. Grayson County Dam Survey

JURISDICTION	DAM OR LEVEE NAME	HEIGHT (Ft.)	STORAGE (Acre Ft.)	HAZARD CLASSIFICATION
Grayson County	Sherman Country Club Lake Dam	19	560	High
Grayson County	Sister Grove Creek WS SCS Site 27 Dam	41	566	Low
Grayson County	East Fork Above Lavon WS SCS Site 20 Dam	36	626	High
Grayson County/ City of Denison	Loy Lake Dam	25	642	High
Grayson County	Texoma Howe Balancing Reservoir Dam	38	953	High
Grayson County	Sister Grove Creek WS SCS Site 19 Dam	43	955	High
Grayson County	Sister Grove Creek WS SCS Site 38 Dam	41	1,150	High
Grayson County/City of Sherman	Choctaw Creek WS SCS Site 10A Dam	54	1,490	High
Grayson County/City of Denison	Choctaw Creek WS SCS Site 38R Dam	53	2,545	High
Grayson County/City of Sherman	Choctaw Creek WS SCS Site 11 Dam	47	2,844	High
Grayson County/City of Denison	Randell Lake Dam	55	6,824	High

EXTENT

The extent or magnitude of a dam failure event is described in terms of the classification of damages that could result from a dam's failure, not the probability of failure. For dams with a maximum storage capacity of 100,000 acre-feet or more, all census blocks within five miles are considered to be at risk to potential dam or levee failure hazards. For dams with a maximum storage capacity between 10,000 and 100,000 acre-feet, all census blocks within three miles are considered to be at risk to potential dam or levee failure hazards. For dams with a maximum storage capacity of less than 10,000 acre-feet, all census blocks within one mile are considered to be at risk to potential dam or levee failure hazards.

Sherman Country Club Lake Dam:
Sherman Country Club Lake Dam is located within Grayson County on Elba Creek. It is owned by the Sherman Country Club. The dam was completed in 1909 and is of earthen construction containing soil. The hazard classification is high and the development within one mile of the dam is considered semi-rural. More than 25 residential structures and several residential access streets could be impacted in the event of a breach. A dam failure could cause minor power outages and disrupt utility systems. If there was a breach, it is estimated the average breach width would be 96.5 feet with a maximum breach flow of 11,199 cubic feet per second, according to the National Weather Service (NWS) Dam Break Equation. A dam breach could result in an estimated depth up to 2 feet with the highest depth in the immediate area of the dam breach.

Sister Grove Creek WS SCS Site 27 Dam
Sister Grove Creek WS SCS Site 27 Dam is located within Grayson County on a tributary of Sister Grove Creek. It is owned by the Upper Elm Red SWCD and was completed in 1959. The hazard classification is high and the development within one mile of the dam is considered rural. Approximately 5 residential structures and associated out buildings along with 2 neighborhood access streets could be impacted in the event of a breach. A dam failure could cause minor power outages and disrupt utility systems. If there was a breach, it is estimated the average breach width would be 117.3 feet with a maximum breach flow of 20,051 cubic feet per second, according to the National Weather Service (NWS) Dam Break Equation. A dam breach could result in an estimated depth up to 4 feet with the highest depth in the immediate area of the dam breach.

East Fork Above Lavon WS SCS Site 20 Dam
East Fork Above Lavon WS SCS Site 20 Dam is located within Grayson County on a tributary of the East Fork Trinity River. It is owned by the Upper Elm Red SWCD and was completed in 1964. The hazard classification is high and the development within one mile of the dam is considered semi-rural. More than 50 residential structures and several residential access streets could be impacted in the event of a breach. A dam failure could cause minor power outages and disrupt utility systems. If there was a breach, it is estimated the average breach width would be 116.4 feet with a maximum breach flow of 9,713 cubic feet per second, according to the National Weather Service (NWS) Dam Break Equation. A dam breach could result in an estimated depth up to 2 feet with the highest depth in the immediate area of the dam breach.

Loy Lake Dam
Loy Lake Dam is located within Grayson County on Loy Creek. It is owned by the City of Denison and was completed in 1933. The hazard classification is high and the development within one mile of the dam is considered semi-rural. More than 200 residential structures, Interstate 75, a church, several thoroughfares, and commercial structures could be impacted in the event of a breach. A dam failure could cause minor power outages and disrupt utility systems. If there was a breach, it is estimated the average breach width would be 106.9 feet with a maximum breach flow of 16,545 cubic feet per second, according to the National Weather Service (NWS) Dam Break Equation. A dam breach could result in an estimated depth up to 4 feet with the highest depth in the immediate area of the dam breach.

Texoma Howe Balancing Reservoir Dam
Texoma Howe Balancing Reservoir Dam is an off-channel dam located within Grayson County. It is owned by the North Texas Municipal Water District and was completed in 2013. The hazard classification is high and the development within one mile of the dam is considered rural. Approximately 10 residential structures and several access roads could be impacted in the event of a breach. A dam failure could cause minor power outages and disrupt utility systems. If there was a breach, it is estimated the average breach width would be 131.1 feet with a maximum breach flow of 31,407 cubic feet per second, according to the National Weather Service (NWS) Dam Break Equation. A dam breach could result in an estimated depth up to 4 feet with the highest depth in the immediate area of the dam breach.

Sister Grove Creek WS SCS Site 19 Dam
Sister Grove Creek WS SCS Site 19 Dam is located on a tributary of Sister Grove Creek in Grayson County. It is owned by the Upper Elm Red SWCD and was completed in 1958. The hazard classification is high and the development within one mile of the dam is considered rural.

Approximately 10 residential structures and several access roads could be impacted in the event of a breach. A dam failure could cause minor power outages and disrupt utility systems. If there was a breach, it is estimated the average breach width would be 135.2 feet with a maximum breach flow of 21,049 cubic feet per second, according to the National Weather Service (NWS) Dam Break Equation. A dam breach could result in an estimated depth up to 4 feet with the highest depth in the immediate area of the dam breach.

Sister Grove Creek WS SCS Site 38 Dam

Sister Grove Creek WS SCS Site 38 Dam is an off-channel dam located within Grayson County. It is owned by the Upper Elm Red SWCD and was completed in 1959. The hazard classification is high and the development within one mile of the dam is considered rural. Approximately 5 residential structures and several access roads could be impacted in the event of a breach. A dam failure could cause minor power outages and disrupt utility systems. If there was a breach, it is estimated the average breach width would be 140.0 feet with a maximum breach flow of 22,049 cubic feet per second, according to the National Weather Service (NWS) Dam Break Equation. A dam breach could result in an estimated depth up to 4 feet with the highest depth in the immediate area of the dam breach.

Choctaw Creek WS SCS Site 10A Dam

Choctaw Creek WS SCS Site 10A Dam is located on a tributary of Sandy Creek in the City of Sherman. It is owned by the City of Sherman and was completed in 1975. The hazard classification is high and the development within one mile of the dam is considered semi-rural. Approximately 200 residential structures, a school, hospital, several churches and approximately 20 commercial structures could be impacted in the event of a breach. A dam failure could cause minor power outages and disrupt utility systems. If there was a breach, it is estimated the average breach width would be 160.0 feet with a maximum breach flow of 33,507 cubic feet per second, according to the National Weather Service (NWS) Dam Break Equation. A dam breach could result in an estimated depth up to 4 feet with the highest depth in the immediate area of the dam breach.

Choctaw Creek WS SCS Site 38R Dam

Choctaw Creek WS SCS Site 38R Dam is located on a tributary of Iron Ore Creek in the City of Denison. It is owned by the Choctaw Watershed WID and was completed in 1991. The hazard classification is high and the development within one mile of the dam is considered semi-rural. Approximately 250 residential structures and several access roads could be impacted in the event of a breach. A dam failure could cause minor power outages and disrupt utility systems. If there was a breach, it is estimated the average breach width would be 182.1 feet with a maximum breach flow of 40,721 cubic feet per second, according to the National Weather Service (NWS) Dam Break Equation. A dam breach could result in an estimated depth up to 5 feet with the highest depth in the immediate area of the dam breach.

Choctaw Creek WS SCS Site 11 Dam

Choctaw Creek WS SCS Site 11 Dam is located on the Post Oak Creek in the City of Sherman. It is owned by the City of Sherman and was completed in 1988. The hazard classification is high and the development within one mile of the dam is considered semi-rural. Approximately 250 residential structures and a dozen commercial structures could be impacted in the event of a breach. A dam failure could cause minor power outages and disrupt utility systems. If there was a breach, it is estimated the average breach width would be 181.6 feet with a maximum breach

flow of 27,222 cubic feet per second, according to the National Weather Service (NWS) Dam Break Equation. A dam breach could result in an estimated depth up to 5 feet with the highest depth in the immediate area of the dam breach.

Randell Lake Dam

Randell Lake Dam is located on the Shawnee Creek in Grayson County. It is owned by the City of Denison and was completed in 1909. The hazard classification is high and the development within one mile of the dam is considered rural. Approximately 25-30 residential structures, 5-10 commercial structures, a park, water treatment facility, Corps of Engineers facility, Interstate 75 and several access roads could be impacted in the event of a breach. A dam failure could cause minor power outages and disrupt utility systems. If there was a breach, it is estimated the average breach width would be 235.1 feet with a maximum breach flow of 158,346 cubic feet per second, according to the National Weather Service (NWS) Dam Break Equation. A dam breach could result in an estimated depth up to 10 feet with the highest depth in the immediate area of the dam breach.

Table 14-2 represents the extent or magnitude of a dam failure event that could be expected for the Grayson County planning area for the profiled dam.

Table 14-2. Extent by Jurisdiction

JURISDICTION	EXTENT (FLOW DEPTH)	LEVEL OF INTENSITY TO MITIGATE
Sherman Country Club Lake Dam	0-2 Feet	While some residential and commercial structures could be impacted, the greatest threat in the event of a breach would be localized flooding. Critical facilities, infrastructure and utilities could be impacted in the immediate vicinity of the breach.
Sister Grove Creek WS SCS Site 27 Dam	0-4 Feet	While a few residential and commercial structures could be impacted, the greatest threat in the event of a breach would be localized flooding. Critical facilities, infrastructure and utilities could be impacted in the immediate vicinity of the breach. Economic loss would be limited. In the event of a failure, loss of life is not expected.
East Fork Above Lavon WS SCS Site 20 Dam	0-2 Feet	While some residential and commercial structures could be impacted, the greatest threat in the event of a breach would be localized flooding. Critical facilities, infrastructure and utilities could be impacted in the immediate vicinity of the breach.
Loy Lake Dam	0-4 feet	While some residential and commercial structures could be impacted, the greatest threat in the event of a breach would be localized flooding. Critical facilities, infrastructure and utilities could be impacted in the immediate vicinity of the breach.
Texoma Howe Balancing Reservoir Dam	0-4 feet	While some residential and commercial structures could be impacted, the greatest threat in the event of a breach would be localized flooding. Critical

JURISDICTION	EXTENT (FLOW DEPTH)	LEVEL OF INTENSITY TO MITIGATE
		facilities, infrastructure and utilities could be impacted in the immediate vicinity of the breach.
Sister Grove Creek WS SCS Site 19 Dam	0-4 feet	While some residential and commercial structures could be impacted, the greatest threat in the event of a breach would be localized flooding. Critical facilities, infrastructure and utilities could be impacted in the immediate vicinity of the breach.
Sister Grove Creek WS SCS Site 38 Dam	0-4 feet	While some residential and commercial structures could be impacted, the greatest threat in the event of a breach would be localized flooding. Critical facilities, infrastructure and utilities could be impacted in the immediate vicinity of the breach.
Choctaw Creek WS SCS Site 10A Dam	0-4 feet	While some residential and commercial structures could be impacted, the greatest threat in the event of a breach would be localized flooding. Critical facilities, infrastructure and utilities could be impacted in the immediate vicinity of the breach.
Choctaw Creek WS SCS Site 38R Dam	0-5 feet	While some residential and commercial structures could be impacted, the greatest threat in the event of a breach would be localized flooding. Critical facilities, infrastructure and utilities could be impacted in the immediate vicinity of the breach.
Choctaw Creek WS SCS Site 11 Dam	0-5 Feet	While some residential and commercial structures could be impacted, the greatest threat in the event of a breach would be localized flooding. Critical facilities, infrastructure and utilities could be impacted in the immediate vicinity of the breach.
Randell Lake Dam	0-10 Feet	While some residential and commercial structures could be impacted and a water treatment facility could be inundated, the greatest threat in the event of a breach would be localized flooding. Critical facilities, infrastructure and utilities could be impacted in the immediate vicinity of the breach.

HISTORICAL OCCURRENCES

The State of Texas has not experienced loss of life or extensive economic damage due to a dam failure since the first half of the twentieth century. The Association of State Dam Safety Officials recorded no incidents of dam failure for the planning area. There have been no other known recorded dam failures in the planning area including all participating jurisdictions.

PROBABILITY OF FUTURE EVENTS

No historical events of dam failure have been recorded in the Grayson County planning area, though the risk of dam failure is monitored closely. Due to the lack of historical occurrences, the probability of a future event is unlikely for Grayson County, meaning an event is possible in the next ten years.

VULNERABILITY AND IMPACT

There are 114 dams in the Grayson County planning area. All dams were evaluated in-depth to determine the risk, if any, associated with each dam. This analysis indicated only eleven dams in the planning area that presents a risk to structures or infrastructure to Grayson County.

Flooding is the most prominent effect of dam failure. If the dam failure is extensive, a large amount of water would enter the downstream waterways forcing them out of their banks. There may be significant environmental effects, resulting in flooding that could disperse debris and hazardous materials downstream that can damage local ecosystems. If the event is severe, debris carried downstream can block traffic flow, cause power outages, and disrupt local utilities, such as water and wastewater, which could result in school closures. For specific vulnerability, please refer to the narrative for each dam under the Extent section of this profile.

The Grayson County planning area identified the following critical facilities as assets that are considered the most important to the planning area and are susceptible to a range of impacts caused by dam failure events. For a comprehensive list by participating jurisdictions, please see Appendix C.

Table 14-3 includes the comprehensive critical facilities identified in Appendix C that were considered the most important to the planning area and are susceptible to a range of impacts from a variety of natural hazards. However, all of the identified critical facilities were located outside of estimated dam inundation zones except as noted below. For a comprehensive list of identified critical facilities by participating entity please see Appendix C.

Table 14-3. Critical Facilities Vulnerable to Dam Failure Events

CRITICAL FACILITIES	POTENTIAL IMPACTS
Emergency Response Departments (EOC, Fire, Police, EMS), Hospitals, Including: 1 Hospital located in estimated inundation zone	• Emergency operations and services may be significantly impacted due to power outages, damaged facilities, fires and/or loss of communications as a result of lightning strikes. • Emergency vehicles, including critical equipment, can be damaged by lightning strikes or by falling trees damaged by lightning. • Power outages could disrupt communications, delaying emergency response times. • Downed trees due to lightning strikes can impede emergency response vehicle access to areas. • Lightning strikes can be associated with structure fires and wildfires, further straining the capacity and resources of emergency personnel. • Extended power outages may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.
Airport, Academic	• Structures can be damaged by falling trees damaged by lightning. • Power outages could disrupt critical care.

CRITICAL FACILITIES	POTENTIAL IMPACTS
Institutions, Community Residential Facilities, Day Care Facilities, Evacuation Centers & Shelters, Governmental Facilities Including: 1 school facility located in estimated inundation zone	• Backup power sources could be damaged. • Evacuations may be necessary due to extended power outages, fires, or other associated damages to facilities.
Commercial Suppliers (food, gas, etc.)	• Facilities, infrastructure, or critical equipment including communications may be damaged, destroyed or otherwise inoperable. • Essential supplies like medicines, water, food, and equipment deliveries may be delayed. • Economic disruption due to power outages and fires negatively impact airport services as well as area businesses reliant on airport operations.
Utility Services and Infrastructure (electric, water, wastewater, communications) Including: 1 Water Treatment Facility located in estimated inundation zone	• Emergency operations and critical services may be significantly impacted due to power outages, damaged facilities, fires and/or loss of communications as a result of lightning strikes. • Emergency vehicles, including critical equipment, can be damaged by lightning strikes or by falling trees damaged by lightning. • Power outages could disrupt communications, delaying emergency response times. • Downed trees due to lightning strikes can impede emergency response vehicle access to areas. • Lightning strikes can be associated with structure fires and wildfires, further straining the capacity and resources of emergency personnel. • Extended power outages may lead to possible looting, destruction of property, and theft, further burdening law enforcement resources.

Annualized loss-estimates for dam failure are not available; neither is there a breakdown of potential dollar losses for critical facilities, infrastructure and lifelines, or hazardous-materials facilities. If a major dam should fail, the severity of impact could be substantial.

Historically, the overall severity of impact from a dam breach would be considered “Limited,” meaning it could result in injuries that can be treated with first-aid, critical facilities being shut down for 24-hours or less and less than 10% of the property in the estimated breach inundation area destroyed or with major damage. However, if a major dam should fail, the severity of impact would likely be “Substantial” with multiple deaths possible depending on the severity of the event. Creating mitigation actions to remove or protect people and structures from the path of destruction is necessary in order to minimize impact from dam failure.

SECTION 14: DAM FAILURE

ASSESSMENT OF IMPACTS

Any individual dam has a very specific area that will be impacted by a catastrophic failure. Dams identified as high or significant hazard can directly threaten the lives of individuals living or working in the inundation zone below the dam. The impact from any catastrophic failure would be similar to that of a flash flood. Increased dam failure threats can be associated with a variety of impacts, including:

- Lives could be lost.
- There could be injuries from impacts with debris carried by the flood.
- Swift-water rescue of individuals trapped by the water puts the immediate responders at risk for their own lives.
- Individuals involved in the cleanup may be at risk from the debris left behind.
- Continuity of operations for any jurisdiction outside the direct impact area could be very limited.
- Roads and bridges could be destroyed.
- Homes and businesses could be damaged or destroyed.
- Emergency services may be temporarily unavailable.
- Disruption of operations and the delivery of services in the impacted area.
- A large dam with a high head of water could effectively scour the terrain below it for miles, taking out all buildings and other infrastructure.
- Scouring force could erode soil and any buried pipelines.
- Scouring action of a large dam will destroy all vegetation in its path.
- Wildlife and wildlife habitat caught in the flow will likely be destroyed.
- Fish habitat will likely be destroyed.
- Topsoil will erode, slowing the return of natural vegetation.
- The destructive high velocity water flow may include substantial debris and hazardous materials, significantly increasing the risks to life and property in its path.
- Debris and hazardous material deposited downstream may cause further pollution of areas far greater than the inundation zone.
- Destroyed businesses and homes may not be rebuilt, reducing the tax base and impacting long term economic recovery.
- Historical or cultural resources may be damaged or destroyed.
- Recreational activities and tourism may be temporarily unavailable or unappealing, slowing economic recovery.

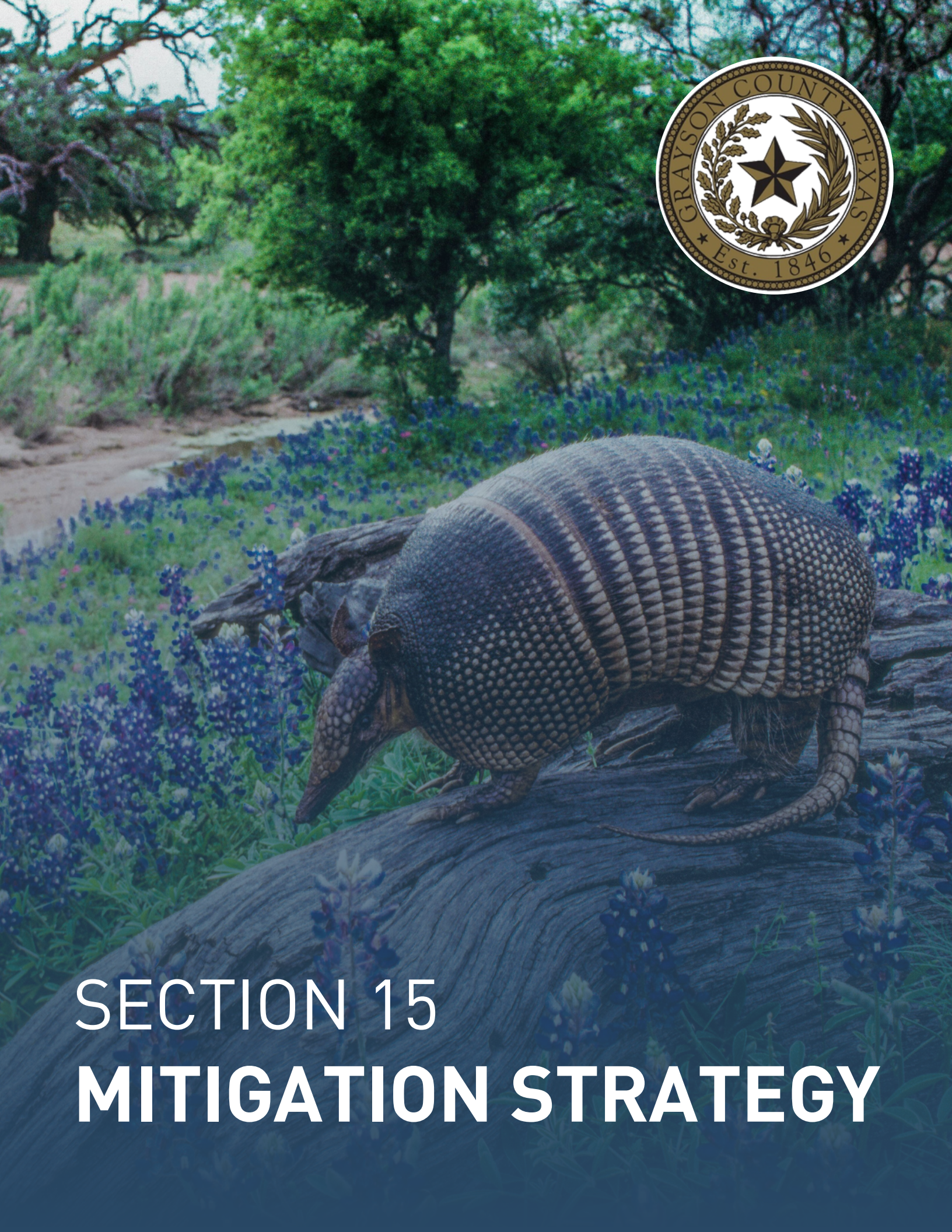
The economic and financial impacts of dam failure will depend entirely on the location of the dam, scale of the event, what is damaged, and how quickly repairs to critical components of the economy can be implemented. The level of preparedness and pre-event planning done by the community, local businesses, and citizens will also contribute to the overall economic and financial conditions in the aftermath of any dam failure event.

CLIMATE CHANGE CONSIDERATIONS

A direct connection between climate change and dam failure events is unclear. As air temperatures increase, so does the amount of moisture the atmosphere can hold leading to more frequent and intense rain and flooding. The increased potential volume of rainfall will likely lead to an increase in pressure placed on dam systems during future flood events. Additionally, the

aging dams increase the possibility of dam failure and the risk of catastrophic flooding inside estimated dam inundation zones.

Safety features, known as spillways, are put in place on dams as a safety measure in the event of the reservoir filling too quickly. Spillway overflow events can result in increased discharges downstream and increased flooding potential. Climate change is likely to increase the probability of spillway overflows.



SECTION 15
MITIGATION STRATEGY

SECTION 15: MITIGATION STRATEGY

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MITIGATION GOALS

Based on the results of the risk and capability assessments, the Planning Team developed and prioritized the mitigation strategy. This involved utilizing the results of both assessments and reviewing the goals and objectives that were included in the previous 2012 Plan. At the Mitigation Workshop in January 2023, Planning Team members reviewed the mitigation strategy from the previous 2012 Plan. The consensus among all members present was that the strategy developed for the 2012 Plan did not require changes, as it identified overall improvements to be sought in the Plan Update. However, the order and priority of the goals and objectives were reorganized.

GOAL 1

Protect public health and safety.

OBJECTIVE 1.1

Advise the public about health and safety precautions to guard against injury and loss of life from hazards.

OBJECTIVE 1.2

Maximize utilization of the latest technology to provide adequate warning, communication, and mitigation of hazard events.

OBJECTIVE 1.3

Reduce the danger to, and enhance protection of, high risk areas during hazard events.

OBJECTIVE 1.4

Protect critical facilities and services.

GOAL 2

Build and support local capacity and commitment to continuously become less vulnerable to hazards.

OBJECTIVE 2.1

Build and support local partnerships to continuously become less vulnerable to hazards.

OBJECTIVE 2.2

Build a cadre of committed volunteers to safeguard the community before, during, and after a disaster.



OBJECTIVE 2.3
Build hazard mitigation concerns into county and city/town/village planning and budgeting processes.

GOAL 3
Increase public understanding, support, and demand for hazard mitigation.

OBJECTIVE 3.1
Heighten public awareness regarding the full range of natural and man-made hazards the public may face.

OBJECTIVE 3.2
Educate the public on actions they can take to prevent or reduce the loss of life or property from all hazards and increase individual efforts to respond to potential hazards.

OBJECTIVE 3.3
Publicize and encourage the adoption of appropriate hazard mitigation measures.

GOAL 4
Protect new and existing properties.

OBJECTIVE 4.1
Reduce repetitive losses to the National Flood Insurance Program (NFIP).

OBJECTIVE 4.2
Use the most cost-effective approach to protect existing buildings and public infrastructure from hazards.

OBJECTIVE 4.3
Enact and enforce regulatory measures to ensure that future development will not put people in harm's way or increase threats to existing properties.

GOAL 5
Maximize the resources for investment in hazard mitigation.

OBJECTIVE 5.1
Maximize the use of outside sources of funding.

OBJECTIVE 5.2
Maximize participation of property owners in protecting their properties.

OBJECTIVE 5.3
Maximize insurance coverage to provide financial protection against hazard events.

OBJECTIVE 5.4
Prioritize mitigation projects, based on cost-effectiveness and sites facing the greatest threat to life, health, and property.

GOAL 6
Promote growth in a sustainable manner.

OBJECTIVE 6.1
Incorporate hazard mitigation activities into long-range planning and development activities.

OBJECTIVE 6.2

Promote beneficial uses of hazardous areas while expanding open space and recreational opportunities.

OBJECTIVE 6.3

Utilize regulatory approaches to prevent creation of future hazards to life and property.



SECTION 16
PREVIOUS ACTIONS

SECTION 16: PREVIOUS ACTIONS

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City of Sadler 169
City of Sherman 183
City of Southmayd 206
City of Tioga 223
City of Tom Bean 235
City of Van Alstyne 249
City of Whitesboro 266
City of Whitewright 280

SUMMARY

Planning Team members were given copies of the previous mitigation actions submitted in the 2012 Plan at the mitigation workshop. Participating jurisdictions within Grayson County reviewed the previous actions and provided an analysis as to whether the action had been completed, should be deferred as an ongoing activity, or be deleted from the Plan Update. The actions from the 2012 Plan are included in this section as they were written in 2012, with the exception of the "2023 Analysis" section. The following jurisdictions were not participants within the last plan, therefore there are no past actions for their review: all participating Independent School Districts.

SECTION 16: PREVIOUS ACTIONS

GRAYSON COUNTY

		Grayson County– Action #1
	Proposed Action:	Obtain projections for future growth trends and anticipated land uses within Grayson County for purposes of evaluating whether new or special building codes or land development regulations should be considered by the County or any of the other participating jurisdictions in order to reduce potential damages from the hazards evaluated in this plan.
	BACKGROUND INFORMATION AND ACTION DETAILS:	
	Site and Location:	Grayson County (unincorporated areas)
	Hazard(s) Addressed:	General – All Hazards
	Priority (High, Moderate, Low):	High / Medium
	Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Delete Action. There is little political support for increased codes and regulations.

		Grayson County– Action #2
	Proposed Action:	Develop a community outreach program to promote severe weather awareness. Work with local media to publish and air public safety information prior to storm peak season on how to be prepared.
	BACKGROUND INFORMATION AND ACTION DETAILS:	
	Site and Location:	Grayson County (unincorporated areas)
	Hazard(s) Addressed:	Hailstorms
	Priority (High, Moderate, Low):	Medium / Low
	Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Extension Agent & Farm Service Agency

2023 ANALYSIS:
Defer to Plan Update. Ongoing. Grayson County OEM, in conjunction with the National Weather Service, conducts an annual Skywarn public awareness and information event Grayson County conducts year-round public education activities via broadcast, print, and social media as well as at community fairs and events.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #3	
Proposed Action:	Work with local, crop, auto, business, & residential insurance agents to educate the community on the importance of hail coverage. The agents would also encourage policyholders to evaluate current policies to ensure proper. This could help prevent economic hardship resulting from a major weather event.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Hailstorms
Priority (High, Moderate, Low):	Medium / Low
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Extension Agent & Farm Service Agency

2023 ANALYSIS:
Completed. Grayson County OEM has worked with agents on claims to verify severe weather events. OEM also has conducted coordination lunches with local agent associations.

Grayson County – Action #4	
Proposed Action:	Educate local residents on the importance of NOAA weather radios in homes and offices and how to use them properly. Research into funding opportunities to provide NOAA weather radios free or at a reduced rate to vulnerable and limited income populations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Hailstorms
Priority (High, Moderate, Low):	Medium / Low
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Extension Agent & Farm Service Agency

2023 ANALYSIS:
Completed and on-going. Grayson County uses all hazard radios during severe weather public information events and offers them as door prizes. To date, we have not received any funding for them.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #5	
Proposed Action:	Educate local producers of the availability of insurance for hay & pasture loss from the local Farm Service Agency. Encourage local producers to report yearly hay production in normal rainfall years to assist in a more accurate loss calculation in drought years.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, County Extension Agent & Farm Service Agency

2023 ANALYSIS:
Defer to Plan Update. Action type to be updated to reflect education and awareness.

Grayson County – Action #6	
Proposed Action:	Work with County Extension Agent and local nurseries on the education of the general public on using drought resistance vegetation in landscaping.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, County Extension Agent & Farm Service Agency

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #7	
Proposed Action:	Work with Grayson County Groundwater Conservation Committee to develop stringent water usage policies.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, County Extension Agent & Farm Service Agency

2023 ANALYSIS:
Delete Action. County no longer deems action a priority.

Grayson County – Action #8	
Proposed Action:	Clear debris and improve flow of waters.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Defer to Plan Update.

Grayson County – Action #9	
Proposed Action:	Adding culverts/horns.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Defer to Plan Update.

Grayson County – Action #10	
Proposed Action:	Create low water crossing alerts, based on a gauge notification system.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Completed. An alerting system was installed by Commissioner of Precinct 1, Grayson County, on Luella Road at Choctaw Creek. All other Commissioners added flood danger warning signs at multiple locations after the significant flooding in the spring and early summer of 2015.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #11	
Proposed Action:	Develop relief creeks.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Delete Action. County no longer deems action a priority.

Grayson County – Action #12	
Proposed Action:	Enforce strict floodplain regulations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Completed. In 2016, Grayson County hired a County Engineer and established a Development Services Department. The County Engineer's duties include those of flood plain management.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #13	
Proposed Action:	Increase public awareness and create public service announcements
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Defer to Plan Update. On-going.

Grayson County – Action #14	
Proposed Action:	Address flooding issues for the following areas
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Tributary to Iron Creek by Denison Independent School District training office and bus barn. Major flooding issues during the flood event of 2007 (Precinct 2)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Delete Action. County no longer deems action a priority.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #15	
Proposed Action:	Address flooding issues for the following areas:
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Erosion and channel natural re-routing issues observed at Choctaw Bottom Rd. (Precinct 2)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Defer to Plan Update.

Grayson County – Action #16	
Proposed Action:	Address flooding issues for the following areas
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Frequent flooding issues (two to three times per year) of Choctaw Creek crossing with Davenport Rd. (Precinct 1). The flooding events block the only access for emergency vehicles and homeowners of eight or nine homes.
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Completed. An alerting system was installed by Commissioner of Precinct 1, Grayson County, on Luella Road at Choctaw Creek. The system is an automated flashing light that is activated when water is detected at the crossing area.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #17	
Proposed Action:	Work with local jurisdiction in the buyout of repetitive flood properties. This includes any structures found to be located in flood areas that are in incorporated and unincorporated areas. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Defer to Plan Update.

Grayson County – Action #18	
Proposed Action:	Turn Around Don't Drown Campaign. This is a campaign that would be aired through the media to educate people on the dangers of driving through floodwaters. Obtain additional barricades with special signage linked to "Turn Around, Don't Drown" logo.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Completed and Defer to Plan Update. Insufficient funding was available to add the messaging to existing barricades or to replace them.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #19	
Proposed Action:	Better inform residents of mitigation activities that they can implement in their homes such as elevation of appliances above expected flood levels. The information would be provided by, publications, & booths at community events. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Defer to Plan Update.

Grayson County – Action #20	
Proposed Action:	Education of the public on the importance of Flood Insurance. Most homeowners are unaware that their homeowner policy does not provide coverage for this event. Work with local insurance agents to notify homeowners. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, Floodplain Manager

2023 ANALYSIS:
Completed. On-going. Flood insurance availability was emphasized during year-round public education activities via broadcast, int, and social media as well as at community fairs and events.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #21	
Proposed Action:	Burn Bans
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Wildfires
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department, Commissioners Court

2023 ANALYSIS:
Completed. Grayson County Commissioners Court enacted POLICY & PROCEDURES OF THE GRAYSON COUNTY COMMISSIONERS COURT RELATING TO CONSIDERATION OF OUTDOOR BURNING PROHIBITIONS on July 11, 2011 and then revised it on October 8, 2013.

Grayson County – Action #22	
Proposed Action:	Fuel Reduction Projects
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department, Commissioners Court

2023 ANALYSIS:
Completed. Controlled burns are conducted in agricultural operations, at our national wildlife refuge and on private property. In addition, a local professor conducts a class at Austin College's Sneed Ranch every January to instruct on the benefits of fuel reduction.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #23	
Proposed Action:	Increase public awareness and create public service announcements.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department, Commissioners Court

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going. This messaging is conducted by Grayson County OEM, Grayson County Fire Marshal's Office, all nineteen local fire departments and by the local media. In addition, the Texas Forest Service regularly amplifies this messaging.

Grayson County – Action #24	
Proposed Action:	Work with fire departments to ensure countywide NIMS compliance.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department, Commissioners Court

2023 ANALYSIS:
Completed. Grayson County shares training information on NIMS and ICS training with local jurisdictions. NIMS is incorporated into the Grayson County Emergency Management Plan and all exercises.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #25	
Proposed Action:	Develop a method using the media and the internet to notify county residents of the burn ban status and the enforcement of the ban when in place.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department, Commissioners Court

2023 ANALYSIS:
Completed. Grayson County has created a SOP outlining steps once a burn ban is issued which includes notifying local media and sharing information on social media. Grayson County has a dedicated webpage for this information which the public can consult 24/7 to see if a burn ban is in place: https://www.co.grayson.tx.us/page/oem.outdoor.

Grayson County – Action #26	
Proposed Action:	Apply for federal and state grants to enhance the firefighting capability of the local volunteer fire departments. This would include equipment, water supply, and dry hydrants.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department, Commissioners Court

2023 ANALYSIS:
Completed. All nineteen fire departments have applied and received grants over the last ten years.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #27	
Proposed Action:	Educate community on the Fire Wise Program & how to protect your home by establishing a defensible space and fuel reduction management.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department, Commissioners Court

2023 ANALYSIS:
Defer to Plan Update.

Grayson County – Action #28	
Proposed Action:	Assist the regional 211 to distribute fans to those who are in need of relief from the Texas heat.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Completed. Grayson County has participated in several fan drives by sharing information to local media and social media.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #29	
Proposed Action:	Notify current residents of utility assistance programs at TCOG.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Completed. Grayson County partners with local non-profits for coordination of messaging and of information sharing regarding programs available to residents.

Grayson County – Action #30	
Proposed Action:	Work with local Churches and public building officials to set up a cooling center for in extreme heat events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Completed. Grayson County coordinates with local jurisdictions and non-profits to open cooling centers as needed.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #31	
Proposed Action:	Set and action plan to keep roads open during extreme temperature events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Delete Action. Grayson County has limited capabilities for its roadways in the unincorporated areas for this.

Grayson County – Action #32	
Proposed Action:	Keep roads free of vegetation to prevent it from blocking roads during extreme temperature events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Completed and Defer to Plan Update. Conducted year round.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #33	
Proposed Action:	Work with local jurisdictions to apply for a Multi-Jurisdictional FEMA Safe Room Rebate program.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Completed. Grayson County ran a federally funded safe-room rebate program from February 2013 until June 2017.

Grayson County – Action #34	
Proposed Action:	Develop a community outreach program to promote severe weather awareness. Work with local media to publish and air public safety information prior to storm peak season on how to be prepared.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Completed and Defer to Plan Update. Conducted year round.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #35	
Proposed Action:	Set and action plan to keep vegetation under control to prevent it from road blockage during windstorm events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Completed and Defer to Plan Update. Conducted year round.

Grayson County – Action #36	
Proposed Action:	Keep roads free of vegetation to prevent it from blocking roads during windstorm events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Completed and Defer to Plan Update. Conducted year round.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #37	
Proposed Action:	Yearly updating of building codes and continual education of the public, realtors, and home inspectors on the dangers associated with substandard construction.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Defer to Plan Update. Grayson County has no building codes as of this date.

Grayson County – Action #38	
Proposed Action:	Develop a community outreach program to promote severe weather awareness. Work with local media to publish and air public safety information prior to storm peak season on how to be prepared.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	High /Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Defer to Plan Update. Ongoing. Grayson County OEM, in conjunction with the National Weather Service, conducts an annual Skywarn public awareness and information event Grayson County conducts year-round public education activities via broadcast, print, and social media as well as at community fairs and events.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #39	
Proposed Action:	Continuation of the Grayson County CERT program. Work with local businesses to encourage employee participation. Explore possible donation sources for CERT supplies.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Completed. Grayson County continues to host and sponsor CERT classes and activities.

Grayson County – Action #40	
Proposed Action:	Educate local residents on the importance of NOAA weather radios in homes and offices and how to use them properly. Research into funding opportunities to provide NOAA weather radios free or at a reduced rate to vulnerable and limited income populations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Completed and on-going. Grayson County uses all hazard radios during severe weather public information events. To date, we have not received any funding for them.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #41	
Proposed Action:	Develop a plan for emergency shelters setup in the event of a winter storm. This plan would include the search for funds to provide an adequate back up power supply for the shelter.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Completed. Grayson County coordinates with jurisdictions and local non-profits to open warming centers as needed. Emphasis is given to planning at sites with generators or facilities protected by utilities as critical infrastructure for power continuity.

Grayson County – Action #42	
Proposed Action:	Set and action plan to keep roads open during severe winter storms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Defer to Plan Update. Limited capabilities.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #43	
Proposed Action:	Keep roads free of vegetation to prevent it from blocking roads during severe winter storms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Completed and Defer to Plan Update. Conducted year round.

Grayson County – Action #44	
Proposed Action:	Develop a community outreach program with a focus on Web 2.0 products and public presentations to promote severe weather awareness. Work with local media to publish and air public safety information prior to storm peak season on how to be prepared.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Defer to Plan Update. Ongoing. Grayson County OEM, in conjunction with the National Weather Service, conducts an annual Skywarn public awareness and information event Grayson County conducts year-round public education activities via broadcast, print, and social media as well as at community fairs and events.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #45	
Proposed Action:	Continuation of the Grayson County CERT program. Work with local businesses to encourage employee participation to strengthen private sector preparedness.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Completed. Grayson County continues to host and sponsor CERT classes and activities.

Grayson County – Action #46	
Proposed Action:	Work with local jurisdictions to apply for a Multi-Jurisdictional FEMA Safe Room Rebate program.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Completed. Grayson County ran a federally funded safe-room rebate program from February 2013 until June of 2017.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #47	
Proposed Action:	Educate local residents on the importance of NOAA weather radios in homes and offices and how to use them properly. Research into funding opportunities to provide NOAA weather radios free or at a reduced rate to vulnerable and limited income populations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Completed and on-going. Grayson County uses all hazard radios during severe weather public information events. To date, we have not received any funding for them.

Grayson County – Action #48	
Proposed Action:	Work with high-risk communities to apply for a Community Safe Room Project.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / High
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #49	
Proposed Action:	Set and action plan to keep roads open after tornado events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Defer to Plan Update.

Grayson County – Action #50	
Proposed Action:	Have an active plan for removal of debris and vegetation to prevent them from blocking the roads after a tornado event.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #51	
Proposed Action:	Develop printed materials, utilize existing materials, conduct workshops, and encourage residents to have family disaster plans that include emergency evacuation procedures & shelter-in-place emergency guidelines.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going. This year, the Grayson County LEPC obtained a grant to fund additional Shelter in Place brochures.

Grayson County – Action #52	
Proposed Action:	Educate property owners near high hazard dams of the potential of a dam failure. Inform them of signs to watch for that might signal a weakening of the dam and who to contact if suspicious activity is spotted
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Defer to Plan Update. Limited capabilities.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #53	
Proposed Action:	Work with local resident and County Commissioners to ensure that if roadways are lost due to a dam failure that properties owners are not isolated.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Completed. Emergency Action Plans with evacuation plans and support have been developed and are in development for other high hazard dams.

Grayson County – Action #54	
Proposed Action:	Spillway for Dam located upstream Dessert Lake Rd. at the southeast limit of the County (Precinct 2) appears inadequate, increasing the risk of flooding of Desert Lake Rd. and downstream property.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Defer to Plan Update.

Grayson County – Action #55	
Proposed Action:	Loy Lake Dam is owned by Grayson County and is classified as a small, significant hazard structure due to the size of the dam and downstream hazard. Grayson County will prepare an Emergency Action Plan pursuant to guidelines established through the TCEQ Dam Safety Program and submit it to the TCEQ Dam Safety Section. Grayson County will then review the Emergency Action Plan annually and update it as necessary. Grayson County will perform a tabletop exercise of the emergency action plan at least every five years.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Delete Action. Loy Lake Dam is no longer owned by Grayson County. It is owned now by the City of Denison and should be considered and included in their actions.

Grayson County – Action #56	
Proposed Action:	Determine owners of all high and significant hazard dams in Grayson County and obtain copies of all EAPs submitted to TCEQ for these dames. Review inundation mapping and disseminate copies to appropriate jurisdictions for incorporation into the Hazard Mitigation Plan.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going. The County Engineer and Development Services is reviewing all newly classified high hazard dams and insuring that EAPs are in process.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #57	
Proposed Action:	Obtain available dam failure impact data necessary for determining the most appropriate mitigation approach that would achieve compliance with the State's TCEQ regulations for all high and significant hazard dams which are lacking necessary data.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going. The County Engineer and Development Services is reviewing all newly classified high hazard dams and insuring that EAPs are in process.

Grayson County – Action #58	
Proposed Action:	• Continuation of the Grayson County CERT program. Work with local businesses to encourage employee participation and encourage private sector coordination. • Develop printed materials, utilize existing materials, conduct workshops, and encourage residents to have family disaster plans that include emergency evacuation procedures & shelter-in-place emergency guidelines. • Work with local resident and County Commissioners to ensure that if roadways are loss due to a dam failure that properties owners are not isolated. • Obtain available earthquake impact data necessary for determining the most appropriate mitigation approach.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Earthquake
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

Grayson County – Action #59	
Proposed Action:	• Meet with local insurance agents and foundation contractors to determine the historical level of claims and the extent of problems occurring in Grayson County. Determine whether additional action items are possible to reduce further these damage levels. • Review city street standards and ensure that methods to reduce soil expansion are used in areas with extremely expansive soils. These methods such as kneading the soil, extreme compacting, and treating of soils with non-swell additives will extend the life of the roadways. • Obtain available expansive soil impact data necessary for determining the most appropriate mitigation approach.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

Grayson County – Action #60	
Proposed Action:	• Obtain additional historical loss, previous occurrence, location, extent, and impact data that becomes available to evaluate further the historical hazards associated with landslides during the next planning cycle. • Determine probability of future events, their location, extent, and impact and establish appropriate mitigation actions based on findings in the next planning cycle, should necessary information become available.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Landslide
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

Grayson County – Action #61	
Proposed Action:	• Obtain available, additional historical loss, previous occurrence, location, extent, and impact data to evaluate further the historical hazards associated with landslides during the next planning cycle. • Determine probability of future events, their location, extent, and impact and establish appropriate mitigation actions based on findings in the next planning cycle, should necessary information become available.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Land Subsidence
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

Grayson County – Action #62	
Proposed Action:	• Continuation of previously started CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to form teams. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Local PSA's about what to have in Emergency Supply Kit Public. • Apply for funding and maintain a public health preparedness program with Grayson County Health Department which to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EM

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

Grayson County – Action #63	
Proposed Action:	Apply for assistance in establishing a Full-time County Floodplain and Dam Safety Program Manager Position.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)

2023 ANALYSIS:
Defer to Plan Update. Update Hazard Addressed to include Flood and Dam/Levee Failure. No political support has existed in the last ten years for funding this position. County Engineer and Development Services staff will evaluate the continued need for these positions and seek funds during annual budget processes, if still appropriate and political support exists.

SECTION 16: PREVIOUS ACTIONS

Grayson County – Action #64	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers. • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Commissioners

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

Grayson County – Action #65	
Proposed Action:	• Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazardous materials transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Grayson County (unincorporated areas)
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Commissioners

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF BELLS

City of Bells – Action #1	
Proposed Action:	Continue to recruit, educate, and train volunteer fire department members to serve as storm spotters
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	FVD, City Clerk & Elected Officials

2023 ANALYSIS:
Defer to Plan Update. Update action description. This action is currently being reevaluated; the city would like to train all community members not just fire department personnel.

City of Bells – Action #2	
Proposed Action:	Yearly updating of building codes and continual education of the public, realtors, and home inspectors on the dangers associated with substandard construction.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	FVD, City Clerk & Elected Officials

2023 ANALYSIS:
Completed and Defer to Plan Update. In-progress. City is in the process of updating codes and currently has codified the city ordinances and placed on website.

SECTION 16: PREVIOUS ACTIONS

City of Bells – Action #3	
Proposed Action:	Bells has no outdoor warning siren. Grant funding would be needed to fund this project due to the cost of approximately $30K per siren.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	FVD, City Clerk & Elected Officials

2023 ANALYSIS:
Delete Action. The city is currently looking at other alternative because of the yearly maintenance of a site, siren, and remote capabilities

City of Bells – Action #4	
Proposed Action:	Develop a plan to reduce water consumption and implement a water conservation awareness program. Develop a method to detect and stop unauthorized water use by other entities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Completed and Defer to Plan Update. In-progress. The city has made a positive improve on water usage and consumption. The city is in the process of bringing all water meters up to date and implementing a new system. The city has and continues to implement water consumption through drought or extended time without rain.

SECTION 16: PREVIOUS ACTIONS

City of Bells – Action #5	
Proposed Action:	Annual update of Drought Contingency Plan.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going. City continues to monitor drought status and will re-evaluate after Summer/Fall.

City of Bells – Action #6	
Proposed Action:	Maintain and implement the adopted “Fire Plan” for the local school district. This includes installing a well, fire line, & a 500 gpm pump.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Defer to Plan Update. The city has obtained funding through the TWDB to add an additional water well and storage tank to the current system. The fire plan currently has not been completed because of infrastructure that needs to be in place.

City of Bells – Action #7	
Proposed Action:	Pursue adoption of required ordinances and approval to participate in NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going. City continues to monitor the ordinance set forth by NFIP. Educating the community is the most effective way.

City of Bells – Action #8	
Proposed Action:	Work with engineers to develop a storm drainage system and seek funding for help with cost of installation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Completed and Defer to Plan Update. The City continues to work with the city planner to evaluate and review the storm drainage system. Limited funds does not allow placing storm drainage in a high priority.

SECTION 16: PREVIOUS ACTIONS

City of Bells – Action #9	
Proposed Action:	Educate local residents on the participation of the city in the NFIP program and the importance of purchasing flood insurance. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Defer to Plan Update. City continues to look for resources and other avenues to education the citizen, but funding is an issue in a small city.

City of Bells – Action #10	
Proposed Action:	Follow plan to ensure that new staff members meet NIMS compliance as soon as possible.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfires
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Fire Department, School Admin, Elected Officials

2023 ANALYSIS:
Defer to Plan Update. City's goal is to have all city employees NIMS certificated in the near future and moving forward is to educate city council, mayor, and Bells ISD administration staff in NIMS procedures.

SECTION 16: PREVIOUS ACTIONS

City of Bells – Action #11	
Proposed Action:	Develop and maintain mutual aid agreements with neighboring jurisdictions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfires
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Fire Department, School Admin, Elected Officials

2023 ANALYSIS:
Completed. The City of Bells falls underneath the Statewide Mutual Aid Agreement H.B. No. 1471 effective September 01, 2007.

City of Bells – Action #12	
Proposed Action:	Develop an enhanced Fire Plan for the local school district including equipping the district with any additional items necessary to implement the Plan.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Fire Department, School Admin, Elected Officials

2023 ANALYSIS:
Completed. The City and Bells ISD are working closely through emergency planning for all events that could occur. Training with each organization will enhance the partnership, seeking funding to strengthen these goals.

City of Bells – Action #13	
Proposed Action:	Educate the community on the evacuation routes from and through the City of Bells and the school campuses.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfires
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Fire Department, School Admin, Elected Officials

2023 ANALYSIS:
Defer to Plan Update. City is planning for future goals of educating and communicating to citizens for evacuation routes in reference to emergency evacuations.

City of Bells – Action #14	
Proposed Action:	Establish and educate residents on "Cooling Shelter" locations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Defer to Plan Update. The City needs to establish cooling location with signage. Providing the proper cooling will require update to air conditioning and facilities.

SECTION 16: PREVIOUS ACTIONS

City of Bells – Action #15	
Proposed Action:	Annual update of Drought Contingency Plan.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going. City continues to monitor drought status and will re-evaluate after Summer / Fall.

City of Bells – Action #16	
Proposed Action:	Develop a plan to reduce water consumption and implement a water conservation awareness program. Develop a method to detect and stop unauthorized water use by other entities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Completed and Defer to Plan Update. In-progress. The City has made positive improvements on water usage and consumption. The City is in the process of updating to electronic AMR water meters and implementing a new system. The City has and will continue to implement water consumption through drought or extended time without rain.

SECTION 16: PREVIOUS ACTIONS

City of Bells – Action #17	
Proposed Action:	Yearly updating of building codes and continual education of the public, realtors, and home inspectors on the dangers associated with substandard construction.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials

2023 ANALYSIS:
Completed and Defer to Plan Update. City is in the process of updating codes and currently has codified the city ordinances and placed on website.

City of Bells – Action #18	
Proposed Action:	Continue to recruit, educate, and train volunteer fire department members to serve as storm spotters.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials

2023 ANALYSIS:
Defer to Plan Update. Update action description. This action is currently being reevaluated; the City would like to train all community members not just fire department personnel.

SECTION 16: PREVIOUS ACTIONS

City of Bells – Action #19	
Proposed Action:	Bells has no outdoor warning siren. Grant funding would be needed to fund this project due to the cost of approximately $30K per siren.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials

2023 ANALYSIS:
Delete Action. The city is currently looking at other alternative because of the yearly maintenance of a site, siren, and remote capabilities.

City of Bells – Action #20	
Proposed Action:	Yearly updating of building codes and continual education of the public, realtors, and home inspectors on the dangers associated with substandard construction.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Completed and Defer to Plan Update. City is in the process of updating codes and currently has codified the city ordinances and placed on website.

City of Bells – Action #21	
Proposed Action:	Bells has no outdoor warning siren. Grant funding would be needed to fund this project due to the cost of approximately $30K per siren.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Delete Action. The City is currently looking at other alternative because of the yearly maintenance of a site, siren, and remote capabilities.

City of Bells – Action #22	
Proposed Action:	Educate residents on shelter-in-place planning and increase awareness that no public shelter is established in the City of Bells. Explore possibility of establishing public shelter.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High / Low
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Defer to Plan Update. The City continues to look at alternatives to education the citizens. If funding could be made available a community shelter that can be used for all emergency events, community education, and community development.

City of Bells – Action #23	
Proposed Action:	Seek funding sources for the purchasing of a mobile generator for utility service or other critical infrastructure.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High / Low
Lead Agency/Department Responsible:	City Clerk & Elected Officials

2023 ANALYSIS:
Defer to Plan Update. The City would like to adequately update and add generators to all well sites, wastewater treatment plant, fire station, police department, and city hall. This would allow all citizens basic needs and functions to continue. The fire station, police department, and city hall would allow the City to setup EOC, warming or cooling stations, and community feeding sites.

City of Bells – Action #24	
Proposed Action:	Continue to recruit, educate, and train volunteer fire department members to serve as storm spotters.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials

2023 ANALYSIS:
Defer to Plan Update. Update action description. This action is currently being reevaluated; the City would like to train all community members not just fire department personnel.

City of Bells – Action #25	
Proposed Action:	Ensure that all critical instruments at City Hall have generator backup.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials

2023 ANALYSIS:
Defer to Plan Update. The city would like to adequately update and add generators to all well sites, wastewater treatment plant, fire station, police department, and city hall. This would allow all citizens basic needs and functions to continue. The fire station, police department, and city hall would allow the City to setup EOC, warming or cooling stations, and community feeding sites.

City of Bells – Action #26	
Proposed Action:	Yearly updating of building codes and continual education of the public, realtors, and home inspectors on the dangers associated with substandard construction.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials

2023 ANALYSIS:
Completed and Defer to Plan Update. City is in the process of updating codes and currently has codified the city ordinances and placed on website.

SECTION 16: PREVIOUS ACTIONS

City of Bells – Action #27	
Proposed Action:	Maintain cell phone signal booster antenna at City Hall to provide for redundant communications.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials

2023 ANALYSIS:
Defer to Plan Update. City is evaluating ways to communicate more efficiently. A feasibility study is required to access the loss of cells towers in an emergency situation.

City of Bells – Action #28	
Proposed Action:	Work with Grayson County and other local jurisdictions to apply for a countywide Safe Room Rebate Program.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials

2023 ANALYSIS:
Defer to Plan Update. City and Bells ISD will partner in communication of the best alternative for a community storm shelter that can be used in different emergencies that could or may occur.

City of Bells – Action #29	
Proposed Action:	• Yearly updating of building codes and continual education of the public, realtors, and home inspectors on the dangers associated with substandard construction. • Educate the community on the evacuation routes from and through the City of Bells and the school campuses.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Earthquake
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	To be provided

2023 ANALYSIS:
Delete Action: Hazard is not being profiled in Plan Update.

City of Bells – Action #30	
Proposed Action:	• Provide soil stabilization methods prior to construction or reconstruction of City roadways. • Control the design and construction of the foundation and foundation spaces for all buildings
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Delete Action: Hazard is not being profiled in Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Bells – Action #31	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action: Hazard is not being profiled in Plan Update.

City of Bells – Action #32	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers. • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials

2023 ANALYSIS:
Delete Action: Hazard is not being profiled in Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Bells – Action #33	
Proposed Action:	• Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazardous materials transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials

2023 ANALYSIS:
Delete Action: Hazard is not being profiled in Plan Update.

CITY OF COLLINSVILLE

City of Collinsville – Action #1	
Proposed Action:	Protect City owned vehicles and other equipment in the event of a hailstorm (action has been completed).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Completed.

City of Collinsville – Action #2	
Proposed Action:	Encourage citizens to inspect tree limbs on their property and report potential problems to power company
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Collinsville – Action #3	
Proposed Action:	Improve drainage in southeast section of city by cleaning ditches and installing larger culverts.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update. In-progress. City is in the middle of a grant funded drainage project on the west side of town.

City of Collinsville – Action #4	
Proposed Action:	Educate and encourage residents to refrain from raking leaves into ditches.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Collinsville – Action #5	
Proposed Action:	Take advantage of County-provided educational material on the NFIP and actively promote city residents to participate in the NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Collinsville – Action #6	
Proposed Action:	Maintain a routine vehicle and equipment maintenance schedule.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Collinsville – Action #7	
Proposed Action:	Encourage the elderly and those with medical problems to remain indoors during extreme hot or cold temperatures. Will also make a community building available if necessary.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Mayor and Police Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Collinsville – Action #8	
Proposed Action:	Inspect overhanging tree limbs on aerial power line routes to eliminate loss of power due to broken limbs. Report any potential problem areas to power company.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Collinsville – Action #9	
Proposed Action:	Encourage citizens to inspect tree limbs on their property and report potential problems to power company.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Collinsville – Action #10	
Proposed Action:	Retrofit water facilities with alternative power source in the event of power loss or equipment damage associated with severe lightning.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update. City is working with grant writer on generator projects.

City of Collinsville – Action #11	
Proposed Action:	Installed generator at wastewater plant. Provide a portable generator capable of operating a lift station.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update. City is working with grant writer on generator projects.

City of Collinsville – Action #12	
Proposed Action:	Retrofit water facilities with alternative power sources in the event of power loss.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update. City is working with grant writer on generator projects.

City of Collinsville – Action #13	
Proposed Action:	Installed generator at wastewater plant.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update. City is working with grant writer on generator projects.

City of Collinsville – Action #14	
Proposed Action:	Provide a portable generator capable of operating a lift station.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update. City is working with grant writer on generator projects.

City of Collinsville – Action #15	
Proposed Action:	Provide storm spotters in several locations enabling the warning sirens to be activated giving ample time to seek shelter.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire and Police Department Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Collinsville – Action #16	
Proposed Action:	Open community building for an emergency shelter.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire and Police Department Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Collinsville – Action #17	
Proposed Action:	Educate residents on actions to take when sirens are activated.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire and Police Department Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Collinsville – Action #18	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action: Hazard is not being profiled in Plan Update.

City of Collinsville – Action #19	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action: Hazard is not being profiled in Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Collinsville – Action #20	
Proposed Action:	• Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions. • Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazardous materials transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action: Hazard is not being profiled in Plan Update.

CITY OF DENISON

City of Denison – Action #1	
Proposed Action:	Enhance and add local outdoor warning sirens to ensure adequate coverage in all areas of the community and educate residents on the importance of NOAA weather radios in homes and businesses. Promote enrollment of all residents in existing telephone emergency notification system. Promote enrollment of deaf residents in DeafLINK and in available texting notices from existing emergency notification system. Encourage use of Web 2.0 social media information systems for special populations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #2	
Proposed Action:	Distribute emergency preparedness information related to weather hazards.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Denison – Action #3	
Proposed Action:	Update communications and storm tracking capabilities of the Mobile Command Center.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #4	
Proposed Action:	Work towards the implementation and maintenance of a Citizens Fire Academy for community education. Explore possible donation sources for supplies.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Denison – Action #5	
Proposed Action:	Regularly update and maintain drought contingency plan.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #6	
Proposed Action:	Work with Grayson County in the formation of a groundwater conservation education program.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #7	
Proposed Action:	Cleaning and removing debris from Iron Ore Creek for better drainage and less debris floating on to roads.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager & Building Inspector

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #8	
Proposed Action:	Maintain, evaluate, and monitor city codes, to assure there are no repetitive losses on existing structures and new structures, due to flooding. (NFIP).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager & Building Inspector

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Denison – Action #9	
Proposed Action:	Increased Public Awareness prior to occurrences and during flooding.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager & Building Inspector

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #10	
Proposed Action:	Work with local jurisdictions to increase Wi-Fi and cellular signal ranges for Public Safety personnel.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager & Building Inspector

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #11	
Proposed Action:	Update communications and storm tracking capabilities of the Mobile Command Center.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager & Building Inspector

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #12	
Proposed Action:	Turn Around Don't Drown Campaign. This is a campaign that would be aired through the media to educate people on the dangers of driving through floodwaters. Obtain additional barricades, including automatic, permanently fixed barricade systems tied to flood level monitoring systems and continuing the Turn Around Don't Drown logo.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager & Building Inspector

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #13	
Proposed Action:	Bi-annual storm drainage cleaning program to be implemented to keep debris from hampering drainage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager & Building Inspector

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #14	
Proposed Action:	Better inform residents of mitigation activities that they can implement in their homes such as elevation of appliances above expected flood levels. The information would be provided by publications, & booths at community events. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager & Building Inspector

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Denison – Action #15	
Proposed Action:	Take advantage of County-provided educational material on the NFIP and actively promote city residents to participate in the NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager & Building Inspector

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #16	
Proposed Action:	Increase public awareness of burn ban status and areas that are permanently prohibited from burns.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #17	
Proposed Action:	Educate & empower residents about the importance of having an Emergency Preparedness Kit. Education will inform the public on what is needed in the kit and on how to shelter in place.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #18	
Proposed Action:	Update communications and storm tracking capabilities of the Mobile Communications Center.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #19	
Proposed Action:	Work towards the implementation and maintenance of a Citizens Fire Academy for community education. Explore possible donation sources for supplies.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #20	
Proposed Action:	Establish a Critical Facility Contingency Plan and apply for funding to purchase auxiliary power sources for critical facilities. This would include the purchase of mobile generators to be where needed though out the city.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #21	
Proposed Action:	Ensure all dead-end segments of roads in high fire hazard areas have a turn-around sufficient for fire equipment.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #22	
Proposed Action:	Apply for federal and state grants to enhance the capability of the local fire department.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #23	
Proposed Action:	Develop a coordinated approach between the Fire Department and the Public Services Department to identify needed improvements to the water distribution system.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #24	
Proposed Action:	Work with neighboring communities to facilitate mutual agreements between jurisdictions for emergency backup water sources.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #25	
Proposed Action:	Assist the regional 211 to distribute fans to those who are in need of relief from the extreme heat.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #26	
Proposed Action:	Work with neighboring communities to facilitate mutual agreements between jurisdictions for emergency backup water sources.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Delete Action. Duplicate to action #24.

City of Denison – Action #27	
Proposed Action:	Assist the regional 211 to distribute fans to those who are in need of relief from the Texas heat.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Delete Action. Duplicate to action #25.

City of Denison – Action #28	
Proposed Action:	Work towards the implementation and maintenance of a Citizens Fire Academy for community education. Explore possible donation sources for supplies.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #29	
Proposed Action:	Work with local service organizations to host a local fan drive as their community service project. These fans would be kept on the local level for quicker distribution.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #30	
Proposed Action:	Work towards the implementation and maintenance of a Citizens Fire Academy for community education. Explore possible donation sources for supplies.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Heat
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Delete Action. Duplicate to action #28.

City of Denison – Action #31	
Proposed Action:	Work with local service organizations to host a local fan drive as their community service project. These fans would be kept on the local level for quicker distribution.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Heat
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Delete Action. Duplicate to action #29.

City of Denison – Action #32	
Proposed Action:	Work with local non-profits, faith-based organizations and schools to set up cooling centers for extreme heat events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Heat
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #33	
Proposed Action:	Educate residents on the importance of NOAA weather radios in school, homes, and businesses and how to operate them properly.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #34	
Proposed Action:	Update communications and storm tracking capabilities of the Mobile Communications Center.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #35	
Proposed Action:	Enhance and increase number of local outdoor warning sirens to ensure adequate coverage is all areas of the community.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #36	
Proposed Action:	Pursue designation as a NWS Storm READY community.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #37	
Proposed Action:	Install lightning grade surge protection devices for city computer systems.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works & Sanitation, Code Enforcement, IT

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #38	
Proposed Action:	Citywide brush & debris disposal to encourage proper trimming and disposal of vegetation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works & Sanitation, Code Enforcement, IT

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #39	
Proposed Action:	Update communications and storm tracking capabilities of the Mobile Communications Center.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #40	
Proposed Action:	Notify residents of utility assistance programs at TCOG.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Denison – Action #41	
Proposed Action:	Work towards the implementation and maintenance of a Citizens Fire Academy for community education. Explore possible donation sources for supplies.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #42	
Proposed Action:	Apply for funding to purchase auxiliary power sources for critical facilities. This would include the purchase of mobile generators for use as needed throughout the city.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #43	
Proposed Action:	Evaluate and refurbish public warning siren system from six units to 10 to give 100% coverage within the city limits.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #44	
Proposed Action:	Modify city ordinances that enforce tornado-warning sirens within new developments.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Denison – Action #45	
Proposed Action:	Public Awareness.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #46	
Proposed Action:	Mark public shelters for general public awareness.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Delete Action. City has removed action, no longer deems a priority.

City of Denison – Action #47	
Proposed Action:	Upgrade the current 911 system to include a reverse 911 system.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #48	
Proposed Action:	Work with local media to publish and air public safety information prior to storm peak season on how to be prepared.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #49	
Proposed Action:	Update communications and storm tracking capabilities of the Mobile Communications Trailer.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #50	
Proposed Action:	Work with local jurisdictions to increase Wi-Fi and cellular signal ranges for Public Safety personnel. This would include updating, adding, and replacing radios.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #51	
Proposed Action:	Work towards modernizing our government access channel to include real-time alerts and the ability to post information remotely from the Emergency Operations Center during an event.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #52	
Proposed Action:	Develop a program to provide NOAA weather radios to limited-income residents that live in high-risk areas such a mobile home parks.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #53	
Proposed Action:	Explore the benefits of being certified as a NWS StormREADY Community.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #54	
Proposed Action:	Work with Grayson County to apply for a Multi-Jurisdictional FEMA Safe Room Rebate program.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Denison – Action #55	
Proposed Action:	Work towards the implementation and maintenance of a Citizens Fire Academy for community education. Explore possible donation sources for supplies.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Denison Emergency Management, Planning Department

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #56	
Proposed Action:	Educate property owners near high hazard dams of the potential of a dam failure. Inform them of signs to watch for that might signal a weakening of the dam and who to contact if suspicious activity is spotted.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #57	
Proposed Action:	Determine ownership of the one high hazard dam and one significant hazard dam located within or near the city. Evaluate the owner's dam safety program, emergency action plan, and compliance with state dam safety regulations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #58	
Proposed Action:	If needed, apply for assistance in funding local dam evaluations and improvements.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #59	
Proposed Action:	Work with residents in fire district areas of responsibility and County Commissioners to ensure that if roadways are loss due to a dam failure that properties owners are not isolated.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High / Medium / Low
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Defer to Plan Update.

City of Denison – Action #60	
Proposed Action:	• Educate & empower residents about the importance of having an Emergency Preparedness Kit • Work towards the implementation and maintenance of a Citizens Fire Academy for community education. Explore possible donation sources for supplies. • Implement citywide street vegetation management. Educate the public on ability to reduce the loss of property and facilitate emergency response by trimming trees near streets and power lines.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Earthquake
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Denison – Action #61	
Proposed Action:	• Review city street standards and ensure that methods to reduce soil expansion are used in areas with extremely expansive soils. These methods such as kneading the soil, extreme compacting, and treating of soils with non-swell additives will extend the life of the roadways. • Train and educate contractors of the potential for expansive soils
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC and Local Staff

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Denison – Action #62	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Denison – Action #63	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Denison – Action #64	
Proposed Action:	• Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions. • Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazardous materials transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF DORCHESTER

City of Dorchester – Action #1	
Proposed Action:	Keep operational the emergency protection for water systems that helps the City provide with emergency supply until repairs are conducted.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Manager and Water Department

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #2	
Proposed Action:	Increase citizen advanced warning/notification capabilities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Manager and Water Department Director

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #3	
Proposed Action:	Keep Multi – Phase Drought Contingency plan for water system operational.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Water Department Director

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #4	
Proposed Action:	Increase public awareness of drought contingency plan.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Water Department Director

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Dorchester – Action #5	
Proposed Action:	Pursue adoption of required ordinances and approval to participate in NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Water Development Director

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #6	
Proposed Action:	Enforce application of flooding regulation for new construction by conducting regular inspections to new development in the City.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and City Attorney

2023 ANALYSIS:
Defer to Plan

City of Dorchester – Action #7	
Proposed Action:	As development and construction continue, keep waterways clean and clear of obstruction for proper flow. Continued upkeep for erosion control and water flow.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and City Attorney

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #8	
Proposed Action:	Take advantage of County-provided educational material on the NFIP and actively promote city residents to participate in the NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #9	
Proposed Action:	Provide community wide education programs to help reduce the risk of wildfire.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and City Employees

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #10	
Proposed Action:	Scout for overgrowth of brush or a large number of acres not being cultivated that would allow a wildfire to get out of control.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and City Employees

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Dorchester – Action #11	
Proposed Action:	Fit necessary water system plumbing with insulation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Water Department Manager

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #12	
Proposed Action:	Educate Public on dangers of dehydration in high temperatures.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Water Department Manager

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #13	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during windstorms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #14	
Proposed Action:	Educate the public to inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during windstorms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Manager and City Employees

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #15	
Proposed Action:	Keep operational the lighting protection for water systems that helps the City provide with emergency supply until repairs are conducted.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Water Department

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #16	
Proposed Action:	Lightning protection on electronic equipment. Computers are backed up on a regular interval.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Manager and City Employees

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Dorchester – Action #17	
Proposed Action:	Keep operational the emergency protection for water systems that helps the City provide with emergency supply until repairs are conducted.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and Water Department Manager

2023 ANALYSIS:
Completed.

City of Dorchester – Action #18	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during windstorms. Report any identified potential problem areas to local power company for mitigation,
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and City Employees

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #19	
Proposed Action:	Keep operational the emergency protection for water systems that helps the City provide with emergency supply until repairs are conducted.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and Water Department Manager

2023 ANALYSIS:
Completed.

City of Dorchester – Action #20	
Proposed Action:	Increase citizen advanced warning/notification capabilities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Dorchester – Action #21	
Proposed Action:	• Provide soil stabilization methods prior to construction or reconstruction of city roadways. • Provide soil stabilization methods prior to construction of residences and/or commercial facilities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Building Inspector

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Dorchester – Action #22	
Proposed Action:	Based on topography of the City of Dorchester, landslides are not considered a potential hazard.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Landslide
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Building Inspector

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Dorchester – Action #23	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Dorchester – Action #24	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Dorchester – Action #25	
Proposed Action:	• Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions. • Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazardous materials transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF GUNTER

City of Gunter – Action #1	
Proposed Action:	Protect city-owned vehicles and other assets in the event of a hailstorm by locating them in covered parking areas.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #2	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of power loss during a hailstorm. Includes generators and hard wiring of equipment to prepare for power outage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #3	
Proposed Action:	Clearing and re-channelization of two (2) feeder creeks that flow from East to West through town to feeder creek by 2nd street. Areas impacted include College Street, Cedar Street, and Seventh Street and privately owned properties along a general line from the top of College Street down by cedar and 7th through town to FM 121 South West of Gunter.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Areas impacted include College Street, Cedar Street, and Seventh Street and privately owned properties along a general line from the top of College Street down by cedar and 7th through town to FM 121 South West of Gunter
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #4	
Proposed Action:	Improve drainage for storm water run-off along State Highway 289 where it is curb and gutter form North to South through Gunter.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	State Highway 289
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Gunter – Action #5	
Proposed Action:	Take advantage of County-provided educational material on the NFIP and actively promote city residents to participate in the NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #6	
Proposed Action:	Provide community wide education programs to help reduce the risk of wildfires.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Gunter – Action #7	
Proposed Action:	Educate the community on the importance of the quick use of the 911 system to get sufficient help as soon as possible to keep the wildfire from spreading to a minimum.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #8	
Proposed Action:	Develop printed educational materials to help reduce risk of wildfires.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Gunter – Action #9	
Proposed Action:	Promote an active mowing program to keep the vegetation heights to a minimum.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #10	
Proposed Action:	Initiate a routine vehicle and equipment maintenance schedule to ensure city-owned property is capable of withstanding extreme temperature changes.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Gunter – Action #11	
Proposed Action:	Provide public information materials to citizens including helpful safety tips, public assistance availability from governmental agencies and other services that may be available to handle extreme temperature situations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #12	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during windstorms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #13	
Proposed Action:	Sponsor a citizen education program to inform public of the benefits of inspecting their property for overhanging tress limbs on aerial power lines and reporting potential problems to power company to avoid loss of power due to broken limbs pulling down power lines during windstorms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #14	
Proposed Action:	Retrofit wastewater facilities including plant and lift stations with alternative power source in the event of lightning strikes. Includes generators and hard wiring of equipment to prepare for power outage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #15	
Proposed Action:	Retrofit water facilities including well sites, pump stations, SCADA system and storage facilities with alternative power source in the event of lightning strikes. Includes generators and hard wiring of equipment to prepare for power outage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #16	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of a severe winter storm including power loss. Includes generators and hard wiring of equipment to prepare for power outage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #17	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during severe winter storms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #18	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of a tornado. Includes generators and hard wiring of equipment to prepare for power outage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #19	
Proposed Action:	Increase citizen advanced warning/notification capabilities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Supervisor, Fire Chief, Police Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Gunter – Action #20	
Proposed Action:	• Provide soil stabilization methods prior to construction or reconstruction of city roadways within the southwestern areas of the city based on the existence of Crockett-Urban soil type, which has low strength and high shrink-swell ratings. • Provide soil stabilization methods prior to construction of residences and/or commercial facilities within the southwestern areas of the city based on the existence of Crockett-Urban soil type, which has low strength and high shrink-swell ratings.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Supervisor

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Gunter – Action #21	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Gunter – Action #22	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Gunter – Action #23	
Proposed Action:	• Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions. • Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazardous materials transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF HOWE

City of Howe – Action #1	
Proposed Action:	Implement ordinances prohibiting price gouging during emergency situations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Howe – Action #2	
Proposed Action:	Notify emergency management agencies of disaster.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed.

City of Howe – Action #3	
Proposed Action:	Incorporate drought tolerant or xeriscape practices into landscape ordinances to reduce dependence on irrigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Howe – Action #4	
Proposed Action:	Enforce mandatory water usage restrictions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed. Ordinance 766.

SECTION 16: PREVIOUS ACTIONS

City of Howe – Action #5	
Proposed Action:	Educate Public in water conservation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Howe – Action #6	
Proposed Action:	Incorporate the procedures for tracking high water marks following a flood into emergency response plans.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Howe – Action #7	
Proposed Action:	Retain thick vegetative cover on public lands flanking river.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Delete Action. City no longer wishes to pursue.

City of Howe – Action #8	
Proposed Action:	Take advantage of County-provided educational material on the NFIP and actively promote city residents to participate in the NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Howe – Action #9	
Proposed Action:	Routinely inspect the functioning of fire hydrants.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Fire Department

2023 ANALYSIS:
Completed.

City of Howe – Action #10	
Proposed Action:	Require and maintain safe access for fire apparatus to wildland/urban interface neighborhoods/properties.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Fire Department

2023 ANALYSIS:
Completed.

City of Howe – Action #11	
Proposed Action:	Develop a Vegetation Management Plan.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Fire Department

2023 ANALYSIS:
Defer to Plan Update.

City of Howe – Action #12	
Proposed Action:	Notify Emergency Service Agencies of needs of elderly needs. Notify public of pending danger.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed.

City of Howe – Action #13	
Proposed Action:	Set up safe facility for public access/shelter from pending danger. Notify public to seek shelter of pending threat.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Howe – Action #14	
Proposed Action:	Set up safe facility for public access/shelter from pending danger. Notify public of pending danger.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Howe – Action #15	
Proposed Action:	Set up safe facility for public access/shelter from pending danger. Notify public of pending danger.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Howe – Action #16	
Proposed Action:	Establish Early Warning System for Public Notification.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed. Use of CodeRed.

City of Howe – Action #17	
Proposed Action:	Set up Inter-Local support agreements with neighboring communities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed.

City of Howe – Action #18	
Proposed Action:	• Use flexible piping when extending water, sewer, or natural gas service • Require bracing of generators, elevators and other vital equipment in hospitals • Conduct seismic retrofitting for critical public facilities most at risk to earthquakes • Install shutoff valves and emergency connector hoses where water mains cross fault lines
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Earthquake
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update

City of Howe – Action #19	
Proposed Action:	• Provide soil stabilization methods prior to construction or reconstruction of city roadways within the southwestern areas of the city based on the existence of Crockett-Urban soil type, which has low strength and high shrink-swell ratings. • Provide soil stabilization methods prior to construction of residences and/or commercial facilities within the southwestern areas of the city based on the existence of Crockett-Urban soil type, which has low strength and high shrink-swell ratings.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Howe – Action #20	
Proposed Action:	• Conduct a detailed slope analysis of the jurisdiction to identify most suitable land uses / development patterns • Prohibit/restrict grading and hillside development in identified landslide hazard areas • Require specific land treatments to reduce landslide hazards (e.g. slope stabilization, landscape design, etc.) • Plant soil-stabilizing vegetation on steep publicly owned slopes
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Landslide
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Howe – Action #21	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Howe – Action #22	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Howe – Action #23	
Proposed Action:	• Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions. • Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazardous materials transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF KNOLLWOOD

City of Knollwood – Action #1	
Proposed Action:	Build Shelter.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms, Drought, Flood, Wildfires, Severe Winter Storm, Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Delete Action. City utilizes community center – city does not have land to build.

City of Knollwood – Action #2	
Proposed Action:	Retrofit community center.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms, Drought, Flood, Wildfires, Severe Winter Storm, Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #3	
Proposed Action:	Build out safe room
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms, Flood, Wildfires, Severe Winter Storm, Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #4	
Proposed Action:	Inspect and manage large trees and landscape concerns.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms, Lightning, Windstorm, Severe Winter Storm, Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update. Update action description.

SECTION 16: PREVIOUS ACTIONS

City of Knollwood – Action #5	
Proposed Action:	Acquire required infrastructure and equipment (communication devices, heavy equipment to clear up debris, siren warning system, search and rescue equipment, barricades) to prevent/respond to emergency.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms, Drought, Flood, Windstorm, Severe Winter Storm, Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #6	
Proposed Action:	Provide training for city officials.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #7	
Proposed Action:	Distribute information via website and newsletters.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update. In progress.

City of Knollwood – Action #8	
Proposed Action:	Provide a rainwater catchment system
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #9	
Proposed Action:	Install generator(s) for electrical back up.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood, Wildfires, Lightning, Severe Winter Storm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #10	
Proposed Action:	Install solar panels (backup for fuel burning generator).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood, Lightning, Severe Winter Storm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #11	
Proposed Action:	Install warning sirens.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #12	
Proposed Action:	Pass a no burn ordinance.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Knollwood – Action #13	
Proposed Action:	Conduct annual fire drill.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #14	
Proposed Action:	Inspect, replace smoke alarms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #15	
Proposed Action:	Hire expert to assess wildfire prevention techniques (wind break-berms, walls, landscaping, etc.).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #16	
Proposed Action:	Sponsor a community fair to promote wildfire safety.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #17	
Proposed Action:	Improve signage, addressing and other route-finding conditions to improve access to emergency vehicles.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #18	
Proposed Action:	Initiate a routine vehicle and equipment maintenance schedule to ensure city-owned property is capable of withstanding extreme temperature changes.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Delete action. Does not own equipment or vehicles.

City of Knollwood – Action #19	
Proposed Action:	Provide public information materials to citizens including helpful safety tips, public assistance availability from governmental agencies and other services that may be available to handle extreme temperature situations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update. In progress.

City of Knollwood – Action #20	
Proposed Action:	Require all mobile homes to be anchored and properly tied down and inspect when located within the city.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update. On-going. This is within city requirements.

City of Knollwood – Action #21	
Proposed Action:	Sponsor a community fair to promote safety. Distribute information via website and newsletters.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #22	
Proposed Action:	Sponsor a community fair to promote safety. Distribute information via website and newsletters.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Delete Action. Duplicate to action #21.

City of Knollwood – Action #24	
Proposed Action:	Replace existing telephone poles with safer models.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Delete Action. Telephone poles are not a concern for city.

City of Knollwood – Action #25	
Proposed Action:	Sponsor a community fair to promote lightning safety. Distribute information via website and newsletters.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Knollwood – Action #26	
Proposed Action:	Provide training for city officials.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #27	
Proposed Action:	Sponsor a community fair to promote lightning safety.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Delete Action. Duplicate action to #25.

City of Knollwood – Action #28	
Proposed Action:	Sponsor a community fair to promote tornado safety.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Knollwood – Action #29	
Proposed Action:	Distribute information via website and newsletters.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Director of Emergency Management

2023 ANALYSIS:
Delete Action. Incorporate action description into action #28.

City of Knollwood – Action #30	
Proposed Action:	• Build shelter. • Retrofit community center. • Build out safe room. • Install generator(s) for electrical back-up • Install solar panels (backup for fuel burning generator). • Acquire required infrastructure and equipment (communication devices, heavy equipment to clear up debris, siren warning system, search and rescue equipment, barricades) to prevent/respond to emergency
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Earthquake
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Knollwood – Action #31	
Proposed Action:	• Meet with local insurance agents and foundation contractors to determine the historical level of claims and the extent of problems occurring in Grayson County. Determine whether additional action items are possible to reduce further these damage levels. • Review city street standards and ensure that methods to reduce soil expansion are used in areas with extremely expansive soils. These methods such as kneading the soil, extreme compacting, and treating of soils with non-swell additives will extend the life of the roadways.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	Director of Emergency Management

2023 ANALYSIS:
Defer to plan update. Mobile homes are the main concern. Revised action to incorporate mobile homes and appropriate hazards being profiled.

City of Knollwood – Action #32	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Knollwood – Action #33	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Knollwood – Action #34	
Proposed Action:	• Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions. • Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazardous materials transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF POTTSBORO

City Pottsboro – Action #1	
Proposed Action:	Protect city-owned vehicles and other assets in the event of a hailstorm by relocating vehicles to roofed areas and constructing additional parking areas for police cruisers.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Manager

2023 ANALYSIS:
Defer to Plan Update.

City Pottsboro – Action #2	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of power loss during a hailstorm (includes generators and hard wiring of equipment to prepare for power outage).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City Pottsboro – Action #3	
Proposed Action:	Clearing and re-channelization of two (2) existing feeder creeks that flow from South to North through town to Little Mineral Creek. Areas impacted include Elm Creek subdivision and privately owned properties along a general line from Front Street along Thompson/Houston Streets to FM Highway 120.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Elm Creek subdivision and privately owned properties along a general line from Front Street along Thompson/Houston Streets to FM Highway 120.
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Manager

2023 ANALYSIS:
Defer to Plan Update.

City Pottsboro – Action #4	
Proposed Action:	Improve drainage for storm water run-off along Pearce Drive, Preston Drive and in Texoma Ranch Estate subdivision.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Pearce Drive, Preston Drive and in Texoma Ranch Estate subdivision.
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going.

SECTION 16: PREVIOUS ACTIONS

City Pottsboro – Action #5	
Proposed Action:	Take advantage of County-provided educational material on the NFIP and actively promote city residents to participate in the NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City Pottsboro – Action #6	
Proposed Action:	Provide community-wide education programs to help reduce the risk of wildfires. Develop printed educational materials to help reduce risk of wildfires.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfires
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Delete Action. City no longer deems action a priority.

City Pottsboro – Action #7	
Proposed Action:	Initiate a routine vehicle and equipment maintenance schedule to ensure city-owned property is capable of withstanding extreme temperature changes.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City Pottsboro – Action #8	
Proposed Action:	Provide public information materials to citizens including helpful safety tips, public assistance availability from governmental agencies and other services that may be available to handle extreme temperature situations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City Pottsboro – Action #9	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during windstorms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going.

City Pottsboro – Action #10	
Proposed Action:	Sponsor a citizen education program to inform public of the benefits of inspecting their property for overhanging tress limbs on aerial power lines and reporting potential problems to power company to avoid loss of power due to broken limbs pulling down power lines during windstorms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Delete Action. City no longer intends to pursue.

City Pottsboro – Action #11	
Proposed Action:	Retrofit wastewater facilities including plant and lift stations with alternative power source in the event of lightning strikes. (Includes generators and hard wiring of equipment to prepare for power outage).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Manager

2023 ANALYSIS:
Defer to Plan Update.

City Pottsboro – Action #12	
Proposed Action:	Retrofit water facilities including well sites, pump stations, SCADA system, and storage facilities with alternative power source in the event of lightning strikes (includes generators and hard wiring of equipment to prepare for power outage).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City Pottsboro – Action #13	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of a severe winter storm including power loss (includes generators and hard wiring of equipment to prepare for power outage).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City Pottsboro – Action #14	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during severe winter storms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going.

City Pottsboro – Action #15	
Proposed Action:	Increase citizen advanced warning/notification capabilities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Manager

2023 ANALYSIS:
Completed.

City Pottsboro – Action #16	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of a tornado (includes generators and hard wiring of equipment to prepare for power outage).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City Pottsboro – Action #17	
Proposed Action:	• Provide soil stabilization methods prior to construction or reconstruction of City roadways within the southwestern areas of the City based on the existence of Crockett-Urban soil type, which has low strength and high shrink-swell ratings. • Control the design and construction of the foundation and foundation spaces for all buildings. In lieu of a complete geotechnical evaluation, the use of presumptive load bearing values of foundation materials would be used to determine if soil should be removed and replaced to a depth and width sufficient to assure stable foundations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Manager and Public Works Director

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City Pottsboro – Action #18	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City Pottsboro – Action #19	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City Pottsboro – Action #20	
Proposed Action:	• Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions. • Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazardous materials transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF SADLER

City of Sadler – Action #1	
Proposed Action:	Educate citizens to prepare an emergency kit for weather changes.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Council and Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Sadler – Action #2	
Proposed Action:	Replacing roofs on city buildings with metal roofing materials.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Council and Mayor

2023 ANALYSIS:
Completed.

City of Sadler – Action #3	
Proposed Action:	Initiate water supply rationing and storage procedures.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Mayor and Water/Wastewater Operator

2023 ANALYSIS:
Completed and Defer to Plan Update. Ongoing. Use of education, ordinances, and landscaping improvements.

City of Sadler – Action #4	
Proposed Action:	Drill new water well for second water source.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Mayor and City Council

2023 ANALYSIS:
Defer to Plan Update.

City of Sadler – Action #5	
Proposed Action:	Raise electrical panels and connections on lift stations above expected flood levels in flood prone areas.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Water/Wastewater Operator

2023 ANALYSIS:
Completed

City of Sadler – Action #6	
Proposed Action:	In flood prone areas, encourage homeowners to install backflow valves to prevent reversal flow conditions within the city sewerage system. Provide valving component.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Mayor and City Council

2023 ANALYSIS:
Completed and Defer to Plan Update. In-progress. Some homes have been completed. City has a restriction to build in flood zone.

City of Sadler – Action #7	
Proposed Action:	Encourage residents to remove limbs and high grass (by mowing) to reduce fore hazards by providing the community educational program to help reduce the risk of wildfires.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Fire Department

2023 ANALYSIS:
Defer to Plan Update. On-going.

City of Sadler – Action #8	
Proposed Action:	Initiate and maintain a contract for fire response within the city limits and provide water for fighting said fires.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Fire Department and City Council

2023 ANALYSIS:
Defer to Plan Update. On-going. Contract with VFD. Update hazard to reflect Wildfire in Plan Update.

City of Sadler – Action #9	
Proposed Action:	Provide public information materials with safety tips and government agencies that may be available.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	City Mayor and City Secretary

2023 ANALYSIS:
Defer to Plan Update.

City of Sadler – Action #10	
Proposed Action:	Check city infrastructures to maintain uninterrupted service.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Water/Wastewater Operator

2023 ANALYSIS:
Defer to Plan Update. On-going.

City of Sadler – Action #11	
Proposed Action:	Require all mobile homes to be anchored and properly tied down and inspect when located within the city.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Building Inspector

2023 ANALYSIS:
Defer to Plan Update. On-going.

City of Sadler – Action #12	
Proposed Action:	Trim trees from infrastructures of lift stations and wells. Require utility providers and right of ways to inspect for same within the city.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Council and Water/Wastewater Operator

2023 ANALYSIS:
Defer to Plan Update. On-going.

City of Sadler – Action #13	
Proposed Action:	Adopt NEC to enforce bonding grounds on electrical system with utility provider.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Building Inspector

2023 ANALYSIS:
Defer to Plan Update. Update action description. City never adopted NEC but requires inspections and release through the building department.

City of Sadler – Action #14	
Proposed Action:	Install lighting arrestors on all panels at lift stations, wells, and WWTP.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Building Inspector

2023 ANALYSIS:
Defer to Plan Update. On-going. Updating panels as needed.

City of Sadler – Action #15	
Proposed Action:	Wire all infrastructures to accept connection of a locally owned generator. Purchase city generator.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Building Inspector and City Council

2023 ANALYSIS:
Defer to Plan Update. On-going and in-progress.

City of Sadler – Action #16	
Proposed Action:	Maintain and make available a listing of emergency and local hotels for travelers, elderly, etc.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Council and City Secretary

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going.

City of Sadler – Action #17	
Proposed Action:	Install connections for power generators and obtain generators for all main infrastructures.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	City Council and City Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Sadler – Action #18	
Proposed Action:	Repair emergency warning siren and test operation. Contact community about county code red program.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Fire Department

2023 ANALYSIS:
Completed. Use of CodeRed.

City of Sadler – Action #19	
Proposed Action:	Review current alert and warning procedures and update/modify. Inform citizens.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Fire Department

2023 ANALYSIS:
Defer to Plan Update. This is part of the emergency management plan and CodeRed.

City of Sadler – Action #20	
Proposed Action:	Coordinate response with area schools and first response in simulated event.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Fire Department

2023 ANALYSIS:
Defer to Plan Update.

City of Sadler – Action #21	
Proposed Action:	• Using codes for construction of structures. Ensure that new structures being built are limited in risk due to expansion on clay soil base in the City of Sadler. • Encourage soil stabilization methods during inspections of new or existing structures. Soil in this area has low strength levels.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Building Inspector and City Inspector

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Sadler – Action #22	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Sadler – Action #23	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Sadler – Action #24	
Proposed Action:	• Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions. • Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazardous materials transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF SHERMAN

City of Sherman – Action #1	
Proposed Action:	Maintain and Operate Early Alert System- an outdoor warning system composed of nine sirens throughout the City.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Police Department

2023 ANALYSIS:
Completed and Defer to Plan Update. City had implemented but intends to continue as city grows. Update lead agency to Emergency Management.

City of Sherman – Action 2#	
Proposed Action:	Severe winter weather warnings and advisories.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Police Department

2023 ANALYSIS:
Defer to Plan Update. City intends to continue to identify way to notify residents. Update lead agency to Emergency Management. Update action to include winter storm hazard.

City of Sherman – Action #3	
Proposed Action:	Sponsor annual SKY Warn training program for citizens.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms, Flood, Windstorm, Lightning, Tornado and Hurricane
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update. Update action description to include promoting CodeRed.

City of Sherman – Action #4	
Proposed Action:	Amateur Radio Operators.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms, Flood, Windstorm, Lightning
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Sherman – Action #5	
Proposed Action:	Study the need of water restriction plans and ordinances.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Police Department

2023 ANALYSIS:
Completed and Defer to Plan Update. The City's water Conservation and Drought Contingency and Water Emergency Response Plan was updated in May 2019. In 2021 City engaged a consultant to update our master Water model and Plan. Once plan is completed, we will review need if any to implement water restrictions. Lead Agency: Engineering Dept.

City of Sherman – Action #6	
Proposed Action:	Strict compliance with the State of Texas Regional Water Conservation Plan and the development of dual water supply capability; that which being Wells Field and Lake Texoma.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Sherman – Action #7	
Proposed Action:	Land use planning and strict enforcement of ordinances and building codes on new development sites.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Development Services.

City of Sherman – Action #8	
Proposed Action:	Removal of debris from creeks and streams.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Sherman – Action #9	
Proposed Action:	Participation in NFIP.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Engineering Department.

City of Sherman – Action #10	
Proposed Action:	Maintain and Operate Early Alert System- an outdoor warning system composed of nine sirens throughout the City.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works

2023 ANALYSIS:
Delete Action. City no longer wishes to pursue.

City of Sherman – Action #11	
Proposed Action:	Flood control siren.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Works

2023 ANALYSIS:
Delete Action. City no longer wishes to pursue.

City of Sherman – Action #12	
Proposed Action:	Public announcements through reverse telephonic system as well through broadcasting local cable channels. Public awareness through community outreach/education programs. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Public Information Officer

2023 ANALYSIS:
Defer to Plan Update.

City of Sherman – Action #13	
Proposed Action:	Flood control lakes.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Engineering Department.

City of Sherman – Action #14	
Proposed Action:	Update and maintain accurate flood maps.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Engineering Department.

City of Sherman – Action #15	
Proposed Action:	Update maps to address the three floodwater retention sites to the west and to the north of Sherman.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Completed.

City of Sherman – Action #16	
Proposed Action:	Re-assess the Choctaw Creek Watershed Plan to evaluate new land management and structural measures necessary to address flooding issues in Sherman. A re-assessment is recommended to determine the extent of the flooding issues in the watershed under existing and future development conditions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Choctaw Creek Watershed
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Engineering Department.

City of Sherman – Action #17	
Proposed Action:	Take advantage of County-provided educational material on the NFIP and actively promote city residents to participate in the NFIP.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Engineering Department.

City of Sherman – Action #18	
Proposed Action:	Grayson County mutual aid agreement with Fire Department.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Fire Department

2023 ANALYSIS:
Defer to Plan Update.

City of Sherman – Action #19	
Proposed Action:	Burn Ban implementation and efforts to ensure public awareness of these periods and the activities are prohibited.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Fire Department.

City of Sherman – Action #20	
Proposed Action:	Issue heat advisory. Public service announcements and media advisories.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Police Department and Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Sherman – Action #21	
Proposed Action:	Evaluate existing shelters and implement any necessary improvements.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperatures
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Police Department

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Emergency Management.

City of Sherman – Action #22	
Proposed Action:	Action plans to train volunteer citizens to look after vulnerable populations such as the elderly.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Sherman – Action #23	
Proposed Action:	Outdoor warning system
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Delete Action. City no longer wishes to pursue.

City of Sherman – Action #24	
Proposed Action:	Maintain and Operate Early Alert System- an outdoor warning system composed of nine sirens throughout the City.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Delete Action. Unsure if outdoor warning sirens can be utilized for lightning. Will explore new action in Plan Update.

City of Sherman – Action #25	
Proposed Action:	Tree pruning around power lines to prevent power outages.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Utilities

2023 ANALYSIS:
Defer to Plan Update.

City of Sherman – Action #26	
Proposed Action:	Severe winter weather warnings and advisories.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Utilities

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Emergency Management.

City of Sherman – Action #27	
Proposed Action:	Evaluate and implement necessary improvements to designated shelters for public use.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Utilities

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Emergency Management.

City of Sherman – Action #28	
Proposed Action:	Evaluate existing shelters and implement any necessary improvements.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado and Hurricanes
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Police Department

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Emergency Management.

City of Sherman – Action #29	
Proposed Action:	Maintain and operate Early Alert System- and outdoor warning systems composed of nine sirens throughout the City.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado and Hurricane
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Sherman – Action #30	
Proposed Action:	Continue public awareness through media partnerships (Radio, Television)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado and Hurricane
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Sherman – Action #31	
Proposed Action:	Work with Grayson County to apply for a multijurisdictional FEMA Safe Room Rebate program for residents.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado and Hurricane
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Sherman – Action #32	
Proposed Action:	The City of Sherman has developed several mitigation programs. Primarily, the City of Sherman has constructed three flood retention lakes in and around Sherman to reduce the impact of severe rainfall events. The city has also adopted building codes that provide for safer structures. Those ordinances were developed to restrict development in the floodways and floodplains in Sherman.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado and Hurricane
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Sherman – Action #33	
Proposed Action:	The city will also work with the Red Cross and other organizations in order to provide hurricane evacuees with safety and shelter in Sherman.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado and Hurricane
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update.

City of Sherman – Action #34	
Proposed Action:	Continue to implement adopted program of scheduled inspections and maintenance of city owned facilities in coordination with the Natural Resources Conservation Service.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Police Department

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Engineering Department.

SECTION 16: PREVIOUS ACTIONS

City of Sherman – Action #35	
Proposed Action:	Continue the operation, monitoring, and maintenance of the three flood retention lakes and other dams throughout the City.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Emergency Management

2023 ANALYSIS:
Defer to Plan Update. Update lead agency to Engineering Department.

City of Sherman – Action #36	
Proposed Action:	• The City of Sherman is located in a stable geologic area of the United States with a low potential for earthquakes. • The City adheres to requirements of the International Building Codes for all Structures.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Earthquake
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Public Works

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Sherman – Action #37	
Proposed Action:	• Review city street standards and ensure that methods to reduce soil expansion are used in areas with extremely expansive soils. These methods such as kneading the soil, extreme compacting, and treating of soils with non- swell additives will extend the life of the roadways. • Train and educate contractors of the potential for expansive soils.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director and Engineering

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Sherman – Action #38	
Proposed Action:	• Define safe hazardous materials traffic routes • Adopt and enforce local codes that define the proper disposal of hazardous materials • Develop community programs that provide education on the safe use and disposal of hazardous materials. • The City of Sherman Police Department has implemented a well-trained and well-equipped Intelligence office, which works closely with the North Central Texas Fusion Center. • The police department has also undertaken major improvements in their technological capabilities. • The police department has also established mutual aid agreements with all of the law enforcement agencies in Grayson County to help with response to a significant law enforcement event. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit. • Coordinate with and support public health preparedness program of Grayson County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire/Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Sherman – Action #39	
Proposed Action:	• Define safe hazardous materials routes, • Adopt and enforce local codes that define the proper disposal of hazardous materials. • Develop community programs that provide education on safe use and disposal of hazardous materials. • Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Sherman – Action #40	
Proposed Action:	• Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions. • Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazmat transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Sherman – Action #41	
Proposed Action:	• Adopt and enforce local fire codes that include fire detection and suppression equipment. • Conduct fire safety inspections that identify potential fire risk and hazards. • Establish automatic and mutual aid agreements that provide for additional resources in the event of a major urban fire.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Major Urban Fires
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire Department / Emergency Management / Public Works

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Sherman – Action #42	
Proposed Action:	• The City of Sherman Police Department has formed a Traffic Safety Unit. • The unit dramatically increases traffic law enforcement efforts and is able to use traffic accident data to focus on areas with high accident rates. One major concern was the number of “Cross-over” accidents on US Hwy 75. Our fatal accident rate has been effectively eliminated with the placement of concrete barriers in the median of US Hwy 75 through the city.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Catastrophic Collisions
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire Department / Emergency Management / Public Works

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF SOUTHMAYD

City of Southmayd – Action #1	
Proposed Action:	Add on Garage/Carport for Police and Fire Dept. to protect city vehicles.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Water Dept. Maintenance / City Council

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #2	
Proposed Action:	Develop a debris removal plan that includes the purchase of debris removal equipment such as woodchippers.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Water Dept. Maintenance / City Council

2023 ANALYSIS:
Completed.

City of Southmayd – Action #3	
Proposed Action:	Develop and maintain a firebreaks and debris removal program, especially around acreage. May need to purchase or rent equipment to get breaks established and maintained. Also, keep debris removed so that there is less fuel for the fire.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire and Water Dept.

2023 ANALYSIS:
Defer to Plan Update. Update to include wildfire.

City of Southmayd – Action #4	
Proposed Action:	Develop/Purchase additional water wells as additional firefighting supply for fire pumps. This may be wells that do not have to have drinkable water but can be used for the purpose of fire protection only.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire and Water Dept.

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #5	
Proposed Action:	Install an elevated storage for water tank for filling firefighting equipment in an efficient way. Currently we have flush valves. The firefighters have to fill up the water tanks to take to the fires right now.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire and Water Dept.

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #6	
Proposed Action:	Increase the storm water detention capacity with the construction of structures such as Retention Pond / Damn/Flood Control Lakes.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Possible Sites: South side of Hwy 56, West of Baze residence, Southmayd Road near Ruth Campbell residence, On Deaver where brick house is located in flood zone
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Medium / Low
Lead Agency/Department Responsible:	City Mayor

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Southmayd – Action #7	
Proposed Action:	Develop a storm water drainage Study/Plan for known problem areas (or Citywide).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #8	
Proposed Action:	Develop a plan for the purchasing and installation of emergency barricades for temporary shutdown of roads that have running water across them. Possibly a permanent barricade with censors for high water (esp. on Southmayd Road near Campbell residence). Also, other misc. supplies (such as a small water rescue kit).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	City Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #9	
Proposed Action:	Routinely inspect and clear debris from drainage systems. To conduct clearing activities, the city would require purchasing/renting backhoe to help with drainage ditches, retention tanks, etc.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	City Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #10	
Proposed Action:	Take advantage of County-provided educational material on the NFIP and actively promote city residents to participate in the NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	City Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #11	
Proposed Action:	Install an elevated storage water tank for filling firefighting equipment in an efficient way. Currently we have flush valves. The firefighters have to fill up the water tanks to take to the fires right now.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #12	
Proposed Action:	Develop/purchase additional water wells as firefighting supply. This may be wells that do not have to have drinkable water but can be used for the purpose of fire protection only.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium / High
Lead Agency/Department Responsible:	Water Dept Maintenance / City Council

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Southmayd – Action #13	
Proposed Action:	Develop a firebreaks and debris removal program. The program could include the purchase of a woodchipper to mitigate the fire hazard by having yards well maintained.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium / High
Lead Agency/Department Responsible:	Water Dept Maintenance / City Council

2023 ANALYSIS:
Completed.

City of Southmayd – Action #14	
Proposed Action:	Purchase Electric Generator
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor / Police and Fire Dept.

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Southmayd – Action #15	
Proposed Action:	Develop/purchase other water well for back up water supply.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor / Police and Fire Dept.

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #16	
Proposed Action:	Purchase and install (2-3) sirens for city to be located on Simpson Road, by Fire Dept / Police Dept / City Hall area and possibly another near or in the Village of Southmayd.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Police and Fire Dept.

2023 ANALYSIS:
Delete Action. City no longer deems a priority.

City of Southmayd – Action #17	
Proposed Action:	KTEN & Code Red early warning system maintenance.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm, Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Secretary and Accountant

2023 ANALYSIS:
Completed.

City of Southmayd – Action #18	
Proposed Action:	Purchase & install manual transfer switch between the GCEC & TXU grids in case power went out to help restore the water system.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Water Dept., City Council, Emergency Planning Team

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #19	
Proposed Action:	Purchase an emergency power generator as a backup power if electric went off. This would help keep our water pumps working. At this time if the electric is out, our water system is down.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor, Police Dept., Fire Dept.

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #20	
Proposed Action:	Ground power lines especially near the water department to help prevent lightning from generating power outages.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor, City Council, Water Maintenance

2023 ANALYSIS:
Completed.

City of Southmayd – Action #21	
Proposed Action:	Purchase & install manual transfer switch to go between GCEC and TXU to restore the power for water system in case of a power outage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Water Dept. Maintenance, City Council, Emergency Planning Team

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #22	
Proposed Action:	Purchase Generator for backup power if electric went off. This would help keep our water pumps working. At this time if the electric is out, our water system is down.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Water Dept. Maintenance, City Council, Emergency Planning Team

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #23	
Proposed Action:	Develop an action plan to spread sand or de-icing agents on roads and bridges after severe winter storms. The action plan could include the following options: 1) Purchase something (like a fertilizer spreader) to be pulled by the city tractor to spread sand on roads, OR 2) Develop a rental agreement with someone like United Rental to rent truck(s) during storm.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor, Police and Fire Department, Water Dept. Maintenance

2023 ANALYSIS:
Delete Action. City no longer wishes to pursue.

City of Southmayd – Action #24	
Proposed Action:	Purchase and install (2-3) sirens for city to be located on Simpson Road, by Fire Dept / Police Dept / City Hall area and possibly another near or in the Village of Southmayd.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Police and Fire Department

2023 ANALYSIS:
Delete Action. City no longer deems a priority.

City of Southmayd – Action #25	
Proposed Action:	Retrofit City facilities. This includes the Emergency Command Post and our water system.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor, City Council, Police and Fire Department

2023 ANALYSIS:
Completed.

City of Southmayd – Action #26	
Proposed Action:	Improve conditions at the pond/dam located northeast of Donee Drive: 1) Move road upstream of dam to prevent the road from being affected in case of overflow. 2) Buy property downstream the dam and raise the dam embankment so that it is safer
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Donee Drive
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and City Council

2023 ANALYSIS:
Defer to Plan Update. Update hazard to Flood.

City of Southmayd – Action #27	
Proposed Action:	Improve conditions at the pond located east of Katie Rose Lane. Conduct a study to develop options to decrease the erosion and flooding potential at the roadway crossing.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and City Council

2023 ANALYSIS:
Defer to Plan Update.

City of Southmayd – Action #28	
Proposed Action:	• Provide soil stabilization methods prior to construction or reconstruction of City roadways. • Control the design and construction of the foundation and foundation spaces for all buildings.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Southmayd – Action #29	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire/Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Southmayd – Action #30	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Southmayd – Action #31	
Proposed Action:	• Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazmat transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF TIOGA

City of Tioga – Action #1	
Proposed Action:	Protect city-owned vehicles and other assets in the event of a hailstorm.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City=wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Tioga – Action #2	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of power loss during a hailstorm. Includes generators and hard wiring of equipment to prepare for power outage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update. In-progress.

City of Tioga – Action #3	
Proposed Action:	Clearing and re-channelization of water runoff from the Tejas North addition allowing it to drain south (east of Lamar) and under Lamar to existing ditch that ties into 377 culvert and on to Lake Ray Roberts.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Tejas North to existing ditch that ties into 377 culvert and on to Lake Ray Roberts
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Mayor and Public Works Director

2023 ANALYSIS:
Completed.

City of Tioga – Action #4	
Proposed Action:	Improve drainage for storm water run-off along Florence Street south to Buck Creek Road and Lake Ray Roberts watershed area.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Florence Street south to Buck Creek Road and Lake Ray Roberts watershed area
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Mayor and Public Works Director

2023 ANALYSIS:
Delete Action. Buck Creek Road is County property.

SECTION 16: PREVIOUS ACTIONS

City of Tioga – Action #5	
Proposed Action:	Take advantage of County-provided educational material on the NFIP and actively promote city residents to participate in the NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update. In-progress.

City of Tioga – Action #6	
Proposed Action:	Provide community wide education programs to help reduce the risk of wildfires. Develop printed educational materials to help reduce risk of wildfires.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Completed.

City of Tioga – Action #7	
Proposed Action:	Initiate a routine vehicle and equipment maintenance schedule to ensure city-owned property is capable of withstanding extreme temperature changes.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Completed.

City of Tioga – Action #8	
Proposed Action:	Provide public information materials to citizens including helpful safety tips, public assistance availability from governmental agencies and other services that may be available to handle extreme temperature situations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Mayor

2023 ANALYSIS:
Completed.

City of Tioga – Action #9	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during windstorms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Completed and Defer to Plan Update. On-going.

City of Tioga – Action #10	
Proposed Action:	Sponsor a citizen education program to inform public of the benefits of inspecting their property for overhanging tress limbs on aerial power lines and reporting potential problems to power company to avoid loss of power due to broken limbs pulling down power lines during windstorms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Delete Action. City no longer wishes to pursue.

City of Tioga – Action #11	
Proposed Action:	Retrofit wastewater facilities including plant and lift stations with alternative power source in the event of lightning strikes. Includes generators and hard wiring of equipment to prepare for power outage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update. In-progress.

City of Tioga – Action #12	
Proposed Action:	Retrofit water facilities including well sites, pump stations, SCADA system and storage facilities with alternative power source in the event of lightning strikes. Includes generators and hard wiring of equipment to prepare for power outage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update. In-progress.

City of Tioga – Action #13	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of a severe winter storm including power loss. Includes generators and hard wiring of equipment to prepare for power outage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update. In-progress.

City of Tioga – Action #14	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during severe winter storms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Delete Action. City no longer wishes to pursue.

SECTION 16: PREVIOUS ACTIONS

City of Tioga – Action #15	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of a tornado. Includes generators and hard wiring of equipment to prepare for power outage.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update. In-progress.

City of Tioga – Action #16	
Proposed Action:	Increase citizen advanced warning/notification capabilities and interagency communications between fire and police departments as well as other county agencies.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor, Public Works Director, Fire and Police Chief

2023 ANALYSIS:
Completed.

City of Tioga – Action #17	
Proposed Action:	There is presently one dam in the city limits of Tioga that is subject to possible failure. Dam is privately owned and spillway is too high. Spillway needs to be lowered to promote better drainage in areas the feed the dammed-up lake. Failure of dam will destroy adjacent roadway, which is the only entrance and egress from several homes as well as Corps of Engineers access to Lake Ray Roberts.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Dam and Levee Failure
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Tioga – Action #18	
Proposed Action:	• Provide soil stabilization methods prior to construction or reconstruction of city roadways within the city limits area • Provide soil stabilization methods prior to construction of residences and/or commercial facilities within city limits area.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor, Public Works Director, and Building Inspector

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Tioga – Action #19	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire/Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Tioga – Action #20	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Tioga – Action #21	
Proposed Action:	• Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazmat transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF TOM BEAN

City of Tom Bean – Action #1	
Proposed Action:	Protect city-owned vehicles and other assets in the event of a hailstorm by relocating vehicles to roofed areas and constructing additional parking areas for police cruisers.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #2	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of power loss during a hailstorm (includes generators and hard wiring of equipment to prepare for power outage).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #3	
Proposed Action:	Incorporate drought tolerant or xeriscape practices into landscape ordinances to reduce dependence on irrigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Delete Action. City no longer wishes to pursue.

City of Tom Bean – Action #4	
Proposed Action:	Enforce mandatory water usage restrictions. Educate Public in water conservation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #5	
Proposed Action:	Pursue fulfillment of requirement for city to participate in NFIP.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #6	
Proposed Action:	Coordinate local activities with federal, state, and regional programs.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Tom Bean – Action #7	
Proposed Action:	Public Awareness of problem areas if any. Have a place for people to go in case of flooded house.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #8	
Proposed Action:	Public awareness of apparent fuel around private structures.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #9	
Proposed Action:	Burn Bans
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #10	
Proposed Action:	Initiate a routine vehicle and equipment maintenance schedule to ensure city-owned property is capable of withstanding extreme temperature changes.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Tom Bean – Action #11	
Proposed Action:	Provide public information materials to citizens including helpful safety tips, public assistance availability from governmental agencies and other services that may be available to handle extreme temperature situations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #12	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during windstorms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #13	
Proposed Action:	Sponsor a citizen education program to inform public of the benefits of inspecting their property for overhanging tress limbs on aerial power lines and reporting potential problems to power company to avoid loss of power due to broken limbs pulling down power lines during windstorms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #14	
Proposed Action:	Retrofit wastewater facilities including plant and lift stations with alternative power source in the event of lightning strikes. (Includes generators and hard wiring of equipment to prepare for power outage.)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #15	
Proposed Action:	Retrofit water facilities including well sites, pump stations, SCADA system, and storage facilities with alternative power source in the event of lightning strikes (includes generators and hard wiring of equipment to prepare for power outage).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #16	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of a severe winter storm including power loss (includes generators and hard wiring of equipment to prepare for power outage).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #17	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during severe winter storms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #18	
Proposed Action:	Review and update current alert and warning procedures.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #19	
Proposed Action:	Increase citizen advanced warning/notification capabilities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #20	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of a tornado (includes generators and hard wiring of equipment to prepare for power outage).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Tom Bean – Action #21	
Proposed Action:	• Provide soil stabilization methods prior to construction or reconstruction of City roadways. • Control the design and construction of the foundation and foundation spaces for all buildings.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Tom Bean – Action #22	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire/Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Tom Bean – Action #23	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Tom Bean – Action #24	
Proposed Action:	• Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazmat transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF VAN ALSTYNE

City of Van Alstyne – Action #1	
Proposed Action:	Protect city-owned vehicles and other assets in the event of a hailstorm by relocating vehicles to roofed areas and constructing additional parking areas for police cruisers.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed. New Public Works facility constructed which provides protection to public works equipment and vehicles. Police cruisers are relocated to Fire Station bays during hailstorms.

City of Van Alstyne – Action #2	
Proposed Action:	Encourage citizens to inspect and report tree limbs above their properties or over hanging close to power lines to avoid power outage during hailstorms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Defer to Plan Update.

City of Van Alstyne – Action #3	
Proposed Action:	• Water conservation plan • Water storage • Safe drinking water
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought, Extreme Temperature
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	City Manager and Mayor

2023 ANALYSIS:
Completed. City enacts water restrictions every year during the months of April through October. City also enacts additional water restrictions whenever necessary. Water storage and water quality are continuously monitored and maintained.

City of Van Alstyne – Action #4	
Proposed Action:	Van Alstyne continues to maintain necessary actions to participate in the NFIP and continue to make flood insurance available for residents.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and City Council

2023 ANALYSIS:
Completed.

City of Van Alstyne – Action #5	
Proposed Action:	Maintain, evaluate, and monitor city codes to reflect new flood provisions requirements,
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and City Council

2023 ANALYSIS:
Completed. This action is covered in Sec. 16-27 & 16-28 Article II Flood Prevention and Damage Control of City ordinances

City of Van Alstyne – Action #6	
Proposed Action:	Take advantage of County-provided educational material on the NFIP and actively promote city residents to participate in the NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and City Council

2023 ANALYSIS:
Completed. Grayson County participates in local community fairs to educate.

City of Van Alstyne – Action #7	
Proposed Action:	Training Fire personnel as well as the public.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Completed. Regular training on grass fire and wildland fire response.

City of Van Alstyne – Action #8	
Proposed Action:	Implement burn bans.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire, Extreme Heat
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Fire Chief and Mayor

2023 ANALYSIS:
Completed. Grayson County Commissioners Court enacted POLICY & PROCEDURES OF THE GRAYSON COUNTY COMMISSIONERS COURT RELATING TO CONSIDERATION OF OUTDOOR BURNING PROHIBITIONS ON July 11, 2011 and then revised it on October 8, 2013.

City of Van Alstyne – Action #9	
Proposed Action:	Acquire proper equipment.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Defer to Plan Update. City continues to acquire apparatus and equipment through city funding and grants.

City of Van Alstyne – Action #10	
Proposed Action:	Continue the fireworks ban.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Completed. Fireworks continue to be banned within city limits per city ordinance.

City of Van Alstyne – Action #11	
Proposed Action:	Continue the mutual aid taskforce with surrounding cities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Completed. City continues to participate in county mutual aid response.

City of Van Alstyne – Action #12	
Proposed Action:	Educate People through the use of news media and handouts and Local charities (donation/education through local charities).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed. The city utilizes city owned facilities for warming and cooling stations as needed. Coordination through local non-profits to open warming/cooling centers as needed. Utilizes broadcast and social media to communicate.

City of Van Alstyne – Action #13	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during windstorms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed. Maintained year around. Potential problems are reported to appropriate power companies when identified.

City of Van Alstyne – Action #14	
Proposed Action:	Sponsor a citizen education program to inform public of the benefits of inspecting their property for overhanging tress limbs on aerial power lines and reporting potential problems to power company to avoid loss of power due to broken limbs pulling down power lines during windstorms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Administrator and Electrical Superintendent

2023 ANALYSIS:
Defer to Plan Update. Outreach provided by utility provider.

SECTION 16: PREVIOUS ACTIONS

City of Van Alstyne – Action #15	
Proposed Action:	Grounding of facilities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Defer to Plan Update. Mitigation updates ongoing and considered in all new planning.

City of Van Alstyne – Action #16	
Proposed Action:	Educate citizens on safe places to be during lightning events. Back-up power sources.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Completed and Defer to Plan Update. City conducts year around outreach and public education provided via social media and community presentations.

City of Van Alstyne – Action #17	
Proposed Action:	Back-up power sources.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Fire Chief

2023 ANALYSIS:
Completed. Backup generators installed at key facilities.

City of Van Alstyne – Action #18	
Proposed Action:	Send for Radar
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Public Safety

2023 ANALYSIS:
Defer to Plan Update.

City of Van Alstyne – Action #19	
Proposed Action:	Tree Trimming
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Public Safety

2023 ANALYSIS:
Completed. Public Works provides tree trimming for limbs hanging over roadways. Private utility.

City of Van Alstyne – Action #20	
Proposed Action:	Generators (back-up)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Public Safety

2023 ANALYSIS:
Completed.

City of Van Alstyne – Action #21	
Proposed Action:	• List of elderly/handicapped • Articles in newspaper • Food & Water storage
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Public Safety

2023 ANALYSIS:
Completed and Defer to Plan Update. Coordinate with Grayson County OEM. Year around outreach and public education provided via social media and community presentations. Purchase and supply emergency bottled water.

City of Van Alstyne – Action #22	
Proposed Action:	Training of City personnel and citizens.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed. City conducts year around outreach and public education provided via social media and community presentations and host CERT training for community members.

City of Van Alstyne – Action #23	
Proposed Action:	Storm watches and Early warning.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed. Coordination with county and national weather service and activation of outdoor warning sirens as appropriate.

City of Van Alstyne – Action #24	
Proposed Action:	Back-up equipment
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed.

City of Van Alstyne – Action #25	
Proposed Action:	Safe houses, Shelters and Command Center.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed. Grayson County ran a federally funded safe-room rebate program from February 2013 until June 2017. City staff activates command as needed.

City of Van Alstyne – Action #26	
Proposed Action:	Emergency Management Plan
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed. Grayson County maintains the Emergency Management plan for the City of Van Alstyne

City of Van Alstyne – Action #27	
Proposed Action:	Mutual Aid Agreement and EDC.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Completed. Participates in county wide mutual aid and coordinates with county EOC.

City of Van Alstyne – Action #28	
Proposed Action:	• Educate your public on watering your structures etc. with equipment such as soaker hoses. Gutter homes. • Foundation education • Provide with stabilization prior construction or reconstruction
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Mayor

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Van Alstyne – Action #29	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire/Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Van Alstyne – Action #30	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Van Alstyne – Action #31	
Proposed Action:	• Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazmat transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF WHITESBORO

City of Whitesboro – Action #1	
Proposed Action:	Preservation of equipment and safety of personnel through the use of construction of roofed areas during a hailstorm.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Administrator and Head of Each Department

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #2	
Proposed Action:	Require high quality metal roof systems on new City facilities and repairs when possible.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Administrator

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #3	
Proposed Action:	Prepare a drought and water conservation plan.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Administrator

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #4	
Proposed Action:	Incorporate drought tolerant or xeriscape practices into landscape ordinances to reduce dependence on irrigation
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Drought
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Administrator

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Whitesboro – Action #5	
Proposed Action:	Maintaining and clearing existing storm drainage infrastructure and waterways.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	City Administrator

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #6	
Proposed Action:	Improve drainage for storm water runoff on West South Street.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	West South Street
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	City Administrator

2023 ANALYSIS:
Completed.

City of Whitesboro – Action #7	
Proposed Action:	Extension of Fourth Street to improve traffic and drainage capabilities East of Union Street.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Fourth Street and East of Union Street
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Administrator

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #8	
Proposed Action:	Enforcement of existing ordinances and building codes minimizes the potential for wildfire hazards within' the City of Whitesboro.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Code Enforcement, Building Inspector, Police Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #9	
Proposed Action:	Provide education programs to help reduce the risk of wildfires
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfires
Priority (High, Moderate, Low):	Low
Lead Agency/Department Responsible:	Police Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #10	
Proposed Action:	Vehicles and equipment are maintained or conditioned for anticipated extreme weather conditions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperatures
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mechanic, Heads of Departments

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Whitesboro – Action #11	
Proposed Action:	Provide public information materials to citizens including helpful safety tips, public assistance availability from governmental agencies and other services that may be available to handle extreme temperature situations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperatures
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Administrator

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #12	
Proposed Action:	Proactive tree trimming and clearing program throughout the City of Whitesboro.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Administrator and Electrical Superintendent

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #13	
Proposed Action:	Sponsor a citizen education program to inform public of the benefits of inspecting their property for overhanging tress limbs on aerial power lines and reporting potential problems to power company to avoid loss of power due to broken limbs pulling down power lines during windstorms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Administrator and Electrical Superintendent

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #14	
Proposed Action:	Provide alternate sources of electrical power to critical infrastructure (i.e. Wells, Lift Stations, and Public Safety Facilities).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Administrator

2023 ANALYSIS:
Defer to Plan Update. In-progress.

SECTION 16: PREVIOUS ACTIONS

City of Whitesboro – Action #15	
Proposed Action:	Promote grounding of electrical power lines for critical facilities and infrastructure.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Administrator

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #16	
Proposed Action:	Proactive tree trimming and clearing program throughout the City of Whitesboro.
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Administrator and Electrical Superintendent

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #17	
Proposed Action:	Precipitation clearing and granular material applications to primary road surfaces.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Administrator, Street Superintendent, Police Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #18	
Proposed Action:	Provide alternate sources of electrical power to critical infrastructure (i.e. Wells, Lift Stations, and Public Safety Facilities).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Administrator

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #19	
Proposed Action:	Expand warning and notification capabilities.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Administrator and Police / Fire Chief

2023 ANALYSIS:
Defer to Plan Update. Upgraded 3 out of 4 sirens. Utilizing city budget for 4th siren. Would like to expand current system.

City of Whitesboro – Action #20	
Proposed Action:	Retrofit water and wastewater facilities with alternative power sources in the event of a tornado.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Administrator and Police / Fire Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #21	
Proposed Action:	Construct a shelter.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Administrator and Police / Fire Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Whitesboro – Action #22	
Proposed Action:	• Materials analysis and sound engineering practices to minimize potential movement in all construction. • Provide with stabilization methods prior construction or reconstruction.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Administrator and Engineer

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Whitesboro – Action #23	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit. • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire/Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Whitesboro – Action #24	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Whitesboro – Action #25	
Proposed Action:	• Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazmat transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

CITY OF WHITEWRIGHT

City of Whitewright – Action #1	
Proposed Action:	Construct covered parking areas to protect City-owned vehicles and other assets.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #2	
Proposed Action:	Encourage citizens to inspect and report tree limbs above their properties or over hanging close to power lines to avoid power outage during hailstorms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hailstorms
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #3	
Proposed Action:	Clearing and rechannelization existing creeks that flow from west to east. Areas impacted include subdivision privately owned properties along a line from Highway 160 to Highway 11.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	Subdivision privately owned properties along a line from Highway 160 to Highway 11
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #4	
Proposed Action:	Continue efforts to apply for the NFIPs Community Rating System Program. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #5	
Proposed Action:	Take advantage of County-provided educational material on the NFIP and actively promote city residents to participate in the NFIP. (NFIP)
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Flood
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #6	
Proposed Action:	Provide community with wide education programs to help reduce the risk to wildfires.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Fire Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #7	
Proposed Action:	Establish and maintain burn bans.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Wildfire
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Fire Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #8	
Proposed Action:	Ensure that City-owned property (such as EMS vehicles) is capable of withstanding extreme temperature.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #9	
Proposed Action:	Provide public information materials to citizens including helpful safety tips, public assistance availability from governmental agencies and other services that may be available to handle extreme temperature situations.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Extreme Temperature
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	City Manager

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #10	
Proposed Action:	Overhanging trees on power lines. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #11	
Proposed Action:	Sponsor a citizen education program to inform public of the benefits of inspecting their property for overhanging tress limbs on aerial power lines and reporting potential problems to power company to avoid loss of power due to broken limbs pulling down power lines during windstorms.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Windstorm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #12	
Proposed Action:	Provide wastewater facilities including plant and lift stations with alternative power in the event of lightning strikes (generators).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #13	
Proposed Action:	Promote grounding of electrical power lines for critical facilities and infrastructure.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Lightning
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #14	
Proposed Action:	Provide water and wastewater facility alternative power (generators).
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #15	
Proposed Action:	Inspect overhanging tress limbs on all aerial power line routes to eliminate loss of power due to broken limbs pulling down power lines during severe winter storms. Report any identified potential problem areas to local power company for mitigation.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Severe Winter Storm
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor and Public Works Director

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #16	
Proposed Action:	Provide water and wastewater facilities with alternative power generators, hard wiring to prepare for power outage
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Manager, Public Works Director, Fire and Police Chief

2023 ANALYSIS:
Defer to Plan Update.

SECTION 16: PREVIOUS ACTIONS

City of Whitewright – Action #17	
Proposed Action:	Review and update current alert and warning procedures and systems.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Tornado
Priority (High, Moderate, Low):	High
Lead Agency/Department Responsible:	City Manager, Public Works Director, Fire and Police Chief

2023 ANALYSIS:
Defer to Plan Update.

City of Whitewright – Action #18	
Proposed Action:	• Provide with lime stabilization for road construction • Control the design and construction of the foundation and foundation spaces for all buildings
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Expansive Soils
Priority (High, Moderate, Low):	Medium
Lead Agency/Department Responsible:	Mayor, Public Works Director, City Manager, and Building Inspector

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update

City of Whitewright – Action #19	
Proposed Action:	• Encourage residents to participate in Grayson County CERT training program. • Obtain funding for improved communications and equipment to support CERT activities. • Recruit new trainees. • Encourage local employers and housing developments to work with Grayson County CERT. • Educate and empower residents through the Homeland Security Ready Campaign. • Inform public on how to Shelter in Place. • Inform local PSA's about what to have in Emergency Supply Kit • Coordinate with and support public health preparedness program of Grayson County Health Department to include work to mitigate the impact of pandemic and bioterrorism public health events.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Terrorism
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire/Police Chief, City Manager, City Council

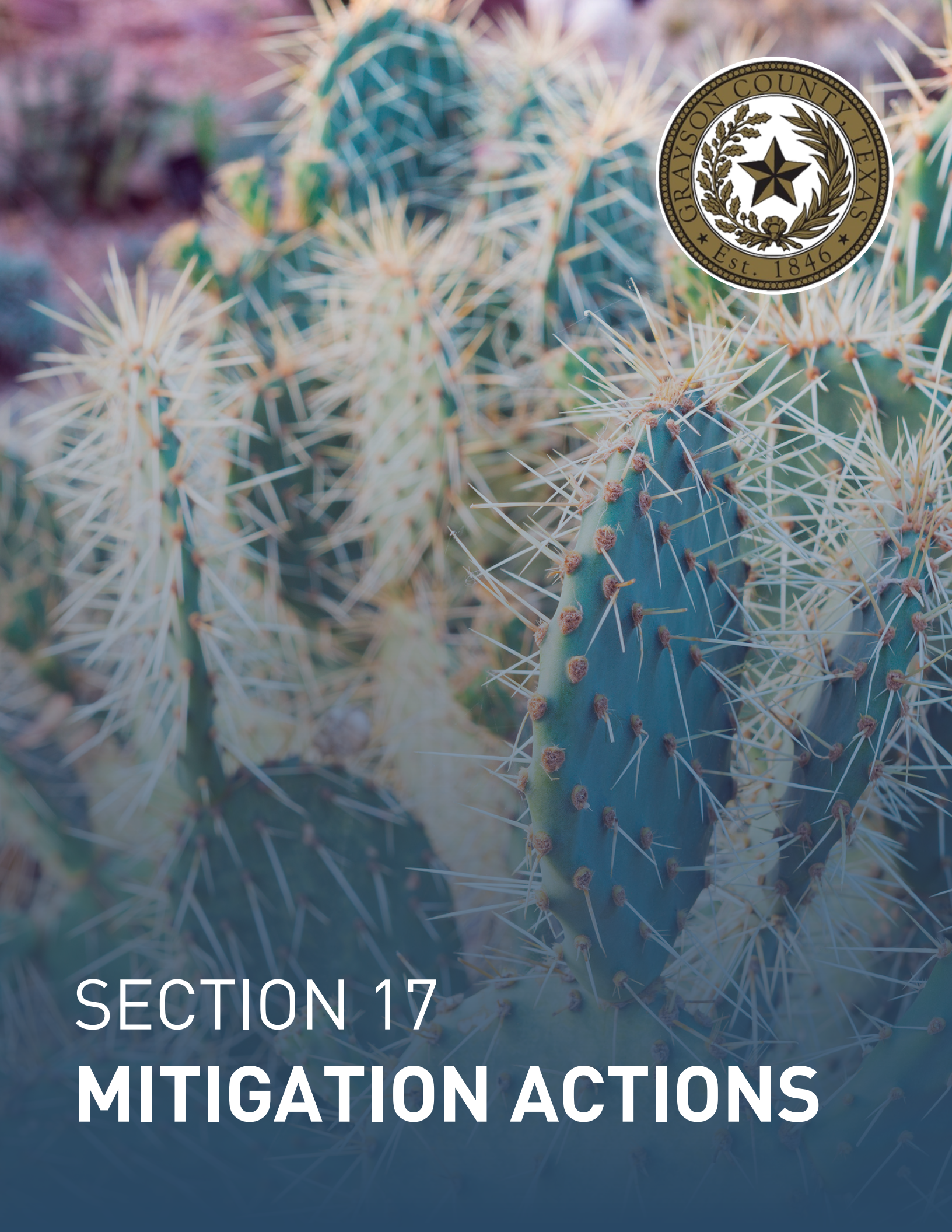
2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Whitewright – Action #20	
Proposed Action:	• Apply for assistance to install auxiliary air, water and air, water and power sources for critical facilities, governmental centers, and emergency operation centers • Encourage participation of local business in the Grayson County LEPC. • Enhance and improve emergency notification system with predefined warning areas related to area of greatest hazard around industry with significant hazardous materials on site. • Apply for funding to increase warning systems. • Apply for assistance for public awareness campaigns to educate the people about hazardous materials and appropriate emergency protective actions.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.

City of Whitewright – Action #21	
Proposed Action:	• Apply for funding to develop, implement and maintain enhanced emergency notification systems for mission critical emergency response teams and mobile data systems to support CBRNE response units. • Increase enforcement of hazardous material and other illegal dumping Activities. • Identify and publish hazardous materials disposal guides. • Apply for funding for countywide hazardous materials disposal event. • Apply for funding for development of hazmat transportation routes around areas of greatest population density in County.
BACKGROUND INFORMATION AND ACTION DETAILS:	
Site and Location:	City-wide
Hazard(s) Addressed:	Hazardous Materials
Priority (High, Moderate, Low):	High / Medium
Lead Agency/Department Responsible:	EMC, Fire Chief, Police Chief, City Manager, City Council

2023 ANALYSIS:
Delete Action. Hazard is not being profiled in Plan Update.



SECTION 17
MITIGATION ACTIONS

SECTION 17: MITIGATION ACTIONS

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SUMMARY

As discussed in Section 2, at the mitigation workshop the planning team and stakeholders met to develop mitigation actions for each of the natural hazards included in the Plan Update. Each of the actions in this section were prioritized based on FEMA's Social, Technical, Administrative, Political, Legal, Economic, and Environmental (STAPLEE) criteria necessary for the implementation of each action.

As part of the economic evaluation of the STAPLEE analysis, jurisdictions analyzed each action in terms of the overall costs, measuring whether the potential benefit to be gained from the action outweighed costs associated with it. As a result of this exercise, priority was assigned to each mitigation action by marking them as High (H), Moderate (M), or Low (L). An action that is ranked as "High" indicates that the action will be implemented as soon as funding is received. A "Moderate" action is one that may not be implemented right away depending on the cost and number of citizens served by the action. Actions ranked as "Low" indicate that they will not be implemented without first seeking grant funding and after "High" and "Moderate" actions have been completed.

Within each mitigation action worksheet, the Planning Team considered all potential funding sources that could be utilized to implement the proposed project. To ensure all potential funding resources are considered and are not limited to those sources identified within the action worksheet, please see Appendix G for a list of all available State and Federal grant programs as of 2023. The Planning Team will continue to seek out other available funding sources during the 5-year cycle as notices of funding opportunity (NOFO) are released.

All mitigation actions created by Planning Team members are presented in this section in the form of Mitigation Action Worksheets. More than one hazard is sometimes listed for an action, if appropriate. Actions presented in this section represent a comprehensive range of mitigation actions per current State and FEMA Guidelines, including two actions, per hazard, and of two different types for each participating jurisdiction. The term county-wide action refers to Grayson County and all participating jurisdictions. County-wide does not include ISDs.

SECTION 17: MITIGATION ACTIONS

Table 17-1. Grayson County Mitigation Action Matrix

TYPE OF ACTION	
Action #1 – Plans/Regulations (Blue)	Action #4 – Structural (Orange)
Action #2 – Education/Awareness (Red)	Action #5 – Preparedness/Response (Black)
Action #3 – Natural Systems Protections (Green)	

Jurisdiction	Tornado	Extreme Heat	Thunderstorm Wind	Drought	Flood	Hail	Lightning	Winter Storm	Wildfire	Dam Failure
Grayson County	XXX	XXXX	XXX	XXXX	XXXXX	XXX	XXX	XXX	XXXX	XXXX
City of Bells	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
City of Collinsville	XXX	XX	XXX	XX	XXXX	XXX	XXX	XXX	XXX	N/A
City of Denison	XXXX	XX	XXXX	XXX	XXXXX	XXXX	XXX	XXXX	XXXX	XXXX
City of Dorchester	XXX	XXXX	XXX	XXXX	XXXX	XXX	XXX	XXX	XXXX	N/A
City of Gunter	XXX	XXXX	XXX	XX	XXX	XXX	XXX	XXX	XXXX	N/A
City of Howe	XXX	XX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	N/A
City of Knollwood	XXXX	XXX	XXXX	XXX	XXXX	XXX	XXX	XXX	XXXXX	N/A
City of Pottsboro	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXXX	N/A
City of Sadler	XXXX	XXX	XXXX	XXX	XXX	XXXX	XXXX	XXXX	XXXX	N/A
City of Sherman	XXX	XXX	XXX	XXXX	XXXX	XXX	XXX	XXX	XXXX	XXXX
City of Southmayd	XX	XX	XX	XXX	XXX	XX	XX	XX	XXXX	N/A
City of Tioga	XX	XX	XX	XX	XX	XX	XX	XX	XXX	N/A
City of Tom Bean	XXXX	XXX	XXX	XXX	XXXX	XXX	XXX	XXXX	XXXX	N/A
City of Van Alstyne	XXXX	XXX	XXXX	XX	XXXX	XXXX	XXXX	XXXX	XXXX	N/A
City of Whitesboro	XXXX	XXXX	XXXX	XXX	XXXX	XXXX	XXXX	XXXX	XXXX	N/A
City of Whitewright	XXXX	XXX	XXXX	XX	XXXX	XXX	XXX	XXX	XXXX	N/A
Bell ISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A
Collinsville ISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A
Denison ISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A
Gunter ISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A
Howe ISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A
Pottsboro ISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A
S&S CISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A

SECTION 17: MITIGATION ACTIONS

Jurisdiction	Tornado	Extreme Heat	Thunderstorm Wind	Drought	Flood	Hail	Lightning	Winter Storm	Wildfire	Dam Failure
Sherman ISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A
Tioga ISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A
Tom Bean ISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A
Van Alstyne ISD	XX	XX	XX	XXX	XX	XX	XX	XX	XX	N/A
Whitesboro ISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A
Whitewright ISD	XX	XX	XX	XX	XX	XX	XX	XX	XX	N/A

GRAYSON COUNTY-WIDE

	Grayson County-wide – Action #1
Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for residents.
BACKGROUND INFORMATION	
Site and Location:	County-wide including all participating jurisdictions
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure (where applicable), Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM and Local Administration/EMC
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Grayson County-wide – Action #2
Proposed Action:	Adopt and/or enhance landscape and design ordinance to include xeriscaping, using native plants to reduce water usage, etc.
BACKGROUND INFORMATION	
Site and Location:	County-wide including all participating jurisdictions
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce impact on ground water. Reduce rainfall runoff volume and risk of flooding. Reduce risk and spread of wildfire.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Planning and Development, Local Planning and Development
Implementation Schedule:	Ongoing
Incorporation into Existing Plans:	Local Plans and Ordinances

COMMENTS:

	Grayson County-wide – Action #3
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	County-wide and community-wide critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure (where applicable), Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Public Works and Local Public Works
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

		Grayson County-wide – Action #4
	Proposed Action:	Harden/retrofit critical facilities to hazard-resistant levels.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide and community-wide critical facilities
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to emergency and critical personnel.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure (where applicable), Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: ((Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Public Works and Local Public Works
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan; Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		Grayson County-wide– Action #5
	Proposed Action:	Develop a Community Wildfire Protection Plan (CWPP).
	BACKGROUND INFORMATION	
	Site and Location:	Cities of: Denison, Dorchester, Gunter, Howe, Knollwood, Pottsboro, Sadler, Sherman, Southmayd, Tioga, Tom Bean, Van Alstyne, Whitesboro and Whitewright
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires. Reduce risk of damages and injuries.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Local Fire Department, Emergency Management
Implementation Schedule:	Within 12-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
Requirement for TSA Grant.

GRAYSON COUNTY

		Grayson County – Action #1
	Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for residents.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
Grayson County OEM, in conjunction with the National Weather Service, will conduct annual Skywarn public awareness.
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		Grayson County – Action #2
	Proposed Action:	Acquire and distribute NOAA weather radios.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide critical facilities
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		Grayson County – Action #3
	Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide critical facilities
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Public Works, OEM
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	Grayson County – Action #4
Proposed Action:	Harden/retrofit critical facilities to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	County-wide critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to emergency and critical personnel.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Public Works, OEM
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan; Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		Grayson County – Action #5
	Proposed Action:	Relocate critical facilities out of high hazard areas.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide critical facilities
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to structures; Ensure continuity of critical services; Reduce risk of injuries to critical service employees.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Wildfire, Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$2,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan; Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #6
Proposed Action:	Require new public buildings to be sited on low-risk parcels.
BACKGROUND INFORMATION	
Site and Location:	County-wide (future) public facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to public structures by locating buildings outside of known hazard areas; Ensure continuity of public services following a significant event.
Type of Action: *(*Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Wildfire, Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$2,500
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Development Services and/or Fire Marshal's Office
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #7
Proposed Action:	Restrict future development in high-risk areas.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to new structures and infrastructure through building restrictions in high-risk areas.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Wildfire, Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$2,500
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Development Services and/or Fire Marshal's Office
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		Grayson County – Action #8
	Proposed Action:	Adopt and implement a routine tree trimming program that clears tree limbs near power lines and/or hanging in right-of-way; Remove dead trees from right-of way and drainage systems on a scheduled basis.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Thunderstorm Wind, Hail, Lightning, Tornado, Winter Storm, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy (Power/Fuel)
Effect on New/Existing Buildings:	Reduce risk to existing and future structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, OEM, Public Works
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Maintenance Plan ; CWPP ; Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents. Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	Grayson County – Action #9
Proposed Action:	Adopt on-site retention basin program in conjunction with development to address excessive stormwater / firefighting water source.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Requiring developers to implement on-site retention basin for new developments will prevent downstream impacts, reduce impacts to floodplain and provide additional potential water sources for firefighting uses.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, OEM, Public Works
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #10
Proposed Action:	Incorporate higher standards for hazard resistance in local application of the building code.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to structures through improved construction techniques; Reduce recovery efforts for the community after an event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Development Services and/or Fire Marshal's Office
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #11
Proposed Action:	Prohibit animal shelters in known hazard areas.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to structures and animals by requiring development outside of hazardous areas; reduce burden on emergency response during hazardous events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$2,500
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Floodplain Administrator, Development Services and/or Fire Marshal's Office
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injuries and fatalities.

		Grayson County – Action #12
	Proposed Action:	Provide tax incentives for development of low-hazard land parcels.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk in high hazard areas by promoting and incentivizing development in low-risk areas.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		Grayson County– Action #13
	Proposed Action:	Implement and enhance an area-wide telephone Emergency Notification System ("Reverse 911").
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communication and early warning.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Thunderstorm Wind, Winter Storm, Tornado, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		Grayson County – Action #14
	Proposed Action:	Develop alternative evacuation routes/plans and designate emergency thoroughfares, particularly in areas with limited capacity. Educate citizens on evacuation routes and procedures
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk residents through improved evacuation alternatives and awareness efforts.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Wildfire, Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Grayson County OEM
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		Grayson County – Action #15
	Proposed Action:	Provide/construct additional means of access into single-entry neighborhoods; Update subdivision codes for a higher level of ingress and egress
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to residents through improved evacuation alternatives; improve firefighting capabilities through improved access alternatives.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$250,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Grayson County OEM, Development Services and/or Fire Marshal's Office
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances; Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Grayson County – Action #16
Proposed Action:	Adopt smart growth initiatives. Incorporate a formal hazard mitigation plan in long-term community development planning activities.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk in high hazard areas by promoting and incentivizing development in low-risk areas; Build resiliency within the community; Reduce risk of damages through improved planning and construction practices.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Wildfire, Drought, Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #17
Proposed Action:	Adopt a landscape ordinance (selection and planting guidelines).
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce impact on groundwater; Minimize impacts of expansive soils; Reduce rainfall runoff volume and risk of flooding; Reduce risk and spread of wildfire.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Flood, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #18
Proposed Action:	Install irrigation systems and adopt/implement watering schedule at public buildings and critical facilities.
BACKGROUND INFORMATION	
Site and Location:	Community public buildings and critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to structures and infrastructure due to expansive soils by maintaining adequate soil moisture; Reduce risk and spread of wildfire.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$200,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Public Works
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances; CWPP

COMMENTS:

	Grayson County – Action #19
Proposed Action:	Equip sewer manholes with watertight covers and inflow guards.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood water contamination; Reduce risk of surface water infiltration and sewage backup; Ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Public Works
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Wastewater Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #20
Proposed Action:	Raise electrical components of sewage lift stations above the Base Flood Elevation (BFE).
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood water contamination; Reduce risk of surface water infiltration and sewage backup; Ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy (Power/Fuel)
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$250,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM, Development Services and Facilities
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Wastewater Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #21
Proposed Action:	Adopt an ordinance that will limit aerial extensions to water, sewer, gas, and electrical lines.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations; Reduce risk of sewer infiltration and flood water contamination.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Development Services and Fire Marshal's Office
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		Grayson County – Action #22
	Proposed Action:	Adopt architectural design standards for optimal wind conveyance.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to structures and infrastructure; Reduce risk of injuries.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Development Services and Fire Marshal's Office
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:

	Grayson County – Action #23
Proposed Action:	Require "safe rooms" to be added when constructing new schools, daycares, rest homes and critical care facilities.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in new critical facilities during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado, Thunderstorm Wind
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, OEM, Development Services and Fire Marshal's Office
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes

COMMENTS:

		Grayson County – Action #24
	Proposed Action:	Build safe room shelters at manufactured home parks so that all park residents can reach shelter in less than five minutes.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide manufactured home parks
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in high-risk areas during extreme weather events.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado, Thunderstorm Wind
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, OEM
Implementation Schedule:	Within 48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan; Capital Improvement Plan

COMMENTS:

	Grayson County – Action #25
Proposed Action:	Adopt ordinance requiring tie-downs for mobile homes; Require manufactured housing be securely anchored to permanent foundations.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to structures and infrastructure; Reduce risk of injuries or fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Development Services and Fire Marshal's Office
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:

	Grayson County – Action #26
Proposed Action:	Strengthen building codes to mandate the use of steel connectors in new and existing construction.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to structures and infrastructure; Reduce risk of injuries or fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Development Services and Fire Marshal's Office
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:

	Grayson County – Action #27
Proposed Action:	Implement measures to secure traffic lights and traffic controls from high wind damage.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to structures and infrastructure; Reduce risk of injuries or fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Development Services
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:

	Grayson County – Action #28
Proposed Action:	Require standards for burial of electrical, telephone, cable lines and other utilities in new developments.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy (Power/Fuel)
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Development Services
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #29
Proposed Action:	Bury existing utility lines.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy (Power/Fuel)
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$10,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #30
Proposed Action:	Evaluate access and road conditions for response vehicles. Develop and implement options to improve access and/or add redundant access routes in high-risk areas.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through maintained and redundant access routes in high-risk areas; Improve response time for emergency services; Reduce risk of injury or damages; Provide additional ingress/egress routes through high-risk areas to prevent loss of life and avoid rescue efforts.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire, Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new or existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, OEM, Public Works
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	CWPP; Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Grayson County – Action #31
Proposed Action:	Establish, adopt, and implement a "green infrastructure" program for parks, nature preserves, greenbelts, etc.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce impacts of flood through expanded greenspace and restoration of floodplains and wetlands; Reduce impacts of drought through green infrastructure that works to replenish groundwater reserves; Reduce impacts of Urban Island Heat effect in densely populated areas through tree planting.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural Systems Protection Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Drought, Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Judge, Commissioners
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #32
Proposed Action:	Require standard tie-downs of propane tanks.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to structures and infrastructure; Reduce risk of hazardous material release and potential fires; Reduce risk of injuries or fatalities; Reduce risk of flood water contamination.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge, Commissioners, Development Services and Fire Marshal's Office
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents. Helps ensure critical facilities continue to provide services during extreme weather events.

	Grayson County – Action #33
Proposed Action:	Adopt and implement a program for clearing debris from bridges, drains, and culverts.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Judge, Commissioners, OEM, Public Works
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #34
Proposed Action:	Identify flood-prone and repetitive loss properties through the Texas Water Development Board. Identify and implement actions to reduce or eliminate flooding at identified properties. Work with local jurisdiction in the buyout of repetitive flood properties.
BACKGROUND INFORMATION	
Site and Location:	County-wide high flood risk properties and repetitive loss properties.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages or injuries through flood mitigation at high-risk structures; Reduce the need for emergency response in high-risk areas; Reduce repetitive flood losses/claims; Reduce community recovery efforts and costs.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		Grayson County – Action #35
	Proposed Action:	Undertake a comprehensive study of flood risk and reduction alternatives, with the assistance of the US Army Corps of Engineers. Implement feasible alternatives for flood reduction.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide flood hazard areas
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Improve risk assessment; Reduce risk of damages or injuries through drainage improvements; Reduce risk of damages and injuries.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Local Plans and Regulations (for unmapped areas)

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

		Grayson County – Action #36
	Proposed Action:	Develop a land acquisition program in flood hazard areas. Acquire and demolish repetitive loss properties. Acquire high risk vacant land and maintain as open space.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide flood risk areas
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Eliminate risk of flood damages to high-risk structures and prevent future losses in high-risk flood hazard areas; Reduce downstream impacts associated with development in the floodplain; Reduce risk of injuries to citizens; Reduce burden on emergency services during and after a flood event.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Natural Systems Protection (vacant land)

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #37
Proposed Action:	Join the Community Rating System program.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood insurance premiums for local residents; Reduce flood risk and build resiliency.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #38
Proposed Action:	Add thick vegetation on public lands along riverbanks.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of erosion or scour due to flooding; Reduce damages to infrastructure including roadways, sidewalks, bridges, and culverts; Reduce demands on emergency response during high water events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$20,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #39
Proposed Action:	Adopt wetlands development regulations; Implement a Comprehensive Watershed Ordinance for new development.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Preserve/restore the natural function of the floodplain; Reduce flood damages and risk of injuries or fatalities through comprehensive development standards.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Flood Damage Prevention Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #40
Proposed Action:	Increase freeboard requirements for permitting structures in the SFHA; Adopt a “no-rise" in BFE in the 100-year floodplain; Update local flood ordinance to prohibit granting of variance in SFHA; Include "cumulative damage" provisions in local floodplain management ordinances.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood damages through development restrictions and improved construction requirements in flood-prone areas.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Flood Damage Prevention Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #41
Proposed Action:	Require erosion/sedimentation controls for new construction; Include on-site sediment retention as a development requirement.
BACKGROUND INFORMATION	
Site and Location:	County-wide including issues observed at Choctaw Bottom Rd. (Precinct 2).
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages due to erosion or scour during flood events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, OEM, Development Services
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Flood Damage Prevention Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #42
Proposed Action:	Join the National Flood Insurance Program (NFIP).
BACKGROUND INFORMATION	
Site and Location:	County-wide, specifically jurisdictions that are not participating in NFIP
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide access to flood insurance for local residents; Reduce flood risk and build resiliency.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan; Flood Damage Prevention Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County – Action #43
Proposed Action:	Undertake an initiative to increase the number of flood insurance policies.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk and build resiliency; Increase flood risk awareness; Reduce damage impact on residents after a flood event; Reduce the burden on state and federal resources.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #44
Proposed Action:	Upgrade undersized stormwater drains and culverts.
BACKGROUND INFORMATION	
Site and Location:	County-wide drainage system
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages through improved drainage capacity; Reduce risk of injuries to citizens; Reduce burden on emergency services during and after a flood event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, OEM, Road and Bridge
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan; Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

		Grayson County – Action #45
	Proposed Action:	Implement a flood awareness program by providing FEMA/NFIP materials to mortgage lenders, real estate agents and insurance agents and place them in local libraries.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through education and awareness; Increase flood insurance coverage.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		Grayson County – Action #46
	Proposed Action:	Educate community on the dangers of low water crossings through the installation of warning signs and promotion of "Turn Around, Don't Drown" Program.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injuries, fatalities and damages through education and awareness.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Grayson County – Action #47
Proposed Action:	Provide how-to information to residents for installing backflow valves to prevent reverse-flow floods.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damage impact on residents after a flood event; Reduce risk of sewage back-up in structures; Reduce risk of injury or illness to residents.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$2,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County OEM
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		Grayson County – Action #48
	Proposed Action:	Increase drainage capacity; add stormwater detention and/or retention basins as deemed necessary to reduce flood risk.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through improved drainage capacity; Reduce risk of damages and injuries; Reduce emergency response demands.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$10,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, OEM, Road and Bridges
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #49
Proposed Action:	Retain and maintain natural vegetation in stormwater channels.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages due to erosion or scour during flood events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Flood Damage Prevention Ordinance; Local Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #50
Proposed Action:	Implement stream restoration/channelization program to ensure adequate drainage/diversion of stormwater.
BACKGROUND INFORMATION	
Site and Location:	County-wide including issues observed at Choctaw Bottom Rd. (Precinct 2)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages through improved drainage capacity/stormwater diversion; Reduce risk of injuries to citizens; Reduce burden on emergency services during and after a flood event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

		Grayson County – Action #51
	Proposed Action:	Flood-proof sewage treatment plants in flood hazard/low-lying areas.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood water contamination; Reduce risk of surface water infiltration and sewage backup; Ensure continuity of critical services.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$250,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Public Works
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Wastewater Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #52
Proposed Action:	Adopt regulations to limit amount of impervious cover in conjunction with new development.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood damages and risk of injuries or fatalities through regulated development; Reduce the amount of stormwater runoff in densely developed areas during flood events; Reduce the risk of downstream flooding.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Development Services and Fire Marshal's Office
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Flood Damage Prevention Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #53
Proposed Action:	Acquire and preserve open spaces adjacent to floodplain areas.
BACKGROUND INFORMATION	
Site and Location:	County-wide flood risk fringe areas.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk to structures and infrastructure in and near the floodplain; Reduce downstream impacts associated with development in the floodplain; Reduce risk of injuries to citizens; Reduce burden on emergency services during and after a flood event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		Grayson County – Action #54
	Proposed Action:	Conduct public education program on fire risks and wildland fire mitigation, with the assistance of the Texas Forest Service.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through education and awareness programs; Reduce risk of damages and injuries.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM, Local Fire Department/VFD
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	CWPP

COMMENTS:

		Grayson County – Action #55
	Proposed Action:	Work with state and local agencies to determine locations to reduce fuel on public and private lands. Implement fuels reduction program.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire through targeted fuels reduction programs.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM, Local Fire Department/VFD
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	CWPP

COMMENTS:

	Grayson County – Action #56
Proposed Action:	Adopt and implement routine fire hydrant maintenance plan.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through routine maintenance of fire hydrants; Reduce risk of injury or damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new or existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County OEM, Local Fire Department/VFD
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	CWPP

COMMENTS:

	Grayson County – Action #57
Proposed Action:	Cut firebreaks into public wooded areas according to risk factors.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire through targeted firebreaks.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County Fire Marshal, Local Fire Department/VFD
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	CWPP

COMMENTS:

		Grayson County – Action #58
	Proposed Action:	Allow no vegetation in easements or require fire-resistant landscaping.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire through improved development practices and building requirements/restrictions.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, OEM
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	CWPP; Local Building Codes/Ordinances

COMMENTS:

	Grayson County – Action #59
Proposed Action:	Install a network of dry hydrants in stock ponds, creeks, and small lakes to increase the supply of water for fire protection.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire by increasing water access and firefighting capabilities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM, Local Fire Department/VFD
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	CWPP

COMMENTS:

	Grayson County – Action #60
Proposed Action:	Restrict hillside development in wildfire areas; Implement density and setback requirements for structures located in wildfire hazard areas.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire through improved development practices and building requirements/restrictions.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Code Enforcement, Development Services, Fire Marshal's Office, and Local Fire Department/VFD
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	CWPP; Local Building Codes

COMMENTS:

	Grayson County – Action #61
Proposed Action:	Adopt construction regulations for fire-resistant roofing materials, smoke alarm systems, sprinkler systems, cisterns, escape roads, fuels management requirements, and boxing of eaves, overhangs, and decks; Require fire extinguishers for all homes and businesses; Require large side yards between adjacent buildings in residential and commercial areas.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire through improved construction practices and building requirements.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, Development Services, Fire Marshal's Office and Local Fire Department/VFD
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	CWPP; Local Building Codes

COMMENTS:

	Grayson County – Action #62
Proposed Action:	Install fire danger rating/burn ban signs.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through education and awareness programs; Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Grayson County OEM, Local Fire Department/VFD
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	CWPP

COMMENTS:

	Grayson County – Action #63
Proposed Action:	Implement a community education program regarding fire dangers for identified risk areas; Distribute pamphlets through neighborhood associations or insert flyers in water bills to make residents aware of wildfire hazard areas and fire protection measures for homes and yards.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through education and awareness programs; Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM, Local Fire Department/VFD
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	CWPP

COMMENTS:

	Grayson County – Action #64
Proposed Action:	Install warning signs at hazardous bridges and roadways subject to ice.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries on roadways and bridges during winter storm events through education and awareness programs; Reduce demand on emergency response during winter storms.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Grayson County Judge and Commissioners, OEM, Road and Bridges
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Grayson County – Action #65
Proposed Action:	Educate citizens on mitigation measures to prevent frozen pipes; Educate homeowners on carbon monoxide monitors/alarms.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries through mitigation education and awareness.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

		Grayson County – Action #66
	Proposed Action:	Adopt and implement program to insulate outdoor pipes at critical and public buildings.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide critical and public facilities
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages at public buildings resulting from freezing temperatures; Ensure continuity of public services.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM, Public Works, Facilities
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:

		Grayson County – Action #67
	Proposed Action:	Add building insulation to walls and attics and wrap/insulate pipes at critical and public facilities.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide critical and public facilities
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages at public buildings resulting from freezing temperatures; Reduce energy consumption and costs during extreme temperatures.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$250,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM, Public Works, Facilities
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Grayson County – Action #68
Proposed Action:	Upgrade critical facilities to include drought mitigation measures and expansive soils protection such as greywater reuse systems, drought tolerant landscaping, installation of a sprinkler system with regular watering schedule and installation of French drains where high plasticity soils are indicated.
BACKGROUND INFORMATION	
Site and Location:	County-wide critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM and Facilities
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Capital Improvement Plan

COMMENTS:

	Grayson County – Action #69
Proposed Action:	Undertake a comprehensive study of flood risk and reduction alternatives, with the assistance of the US Army Corps of Engineers. Adopt or revise flood damage prevention ordinance to include flood risk areas identified in the study. This study will cover all incorporated and unincorporated areas of the county that currently have limited studies with no determined base flood elevations as well as unmapped areas.
BACKGROUND INFORMATION	
Site and Location:	County-wide flood hazard areas
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Improve risk assessment; reduce risk of damages or injuries through improved building standards; reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations (for unmapped or limited study areas)

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM and Development Services
Implementation Schedule:	Within 12-36 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan; Flood Damage Prevention Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #70
Proposed Action:	Build safe room shelters throughout the jurisdiction.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan; Capital Improvement Plan

COMMENTS:

	Grayson County – Action #71
Proposed Action:	Develop and implement a safe room rebate program for individual safe rooms in single-family residences.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing in-home safe rooms in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000 per safe room
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Grayson County– Action #72
Proposed Action:	Educate local producers of the availability of insurance for hay & pasture loss from the local Farm Service Agency. Encourage local producers to report yearly hay production in normal rainfall years to assist in a more accurate loss calculation in drought years.
BACKGROUND INFORMATION	
Site and Location:	County-wide (unincorporated areas)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, County Extension Agent & Farm Service Agency
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

		Grayson County– Action #73
	Proposed Action:	Work with County Extension Agent and local nurseries on the education of the public on using drought resistance vegetation in landscaping.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide (unincorporated areas)
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), County Commissioners, County Extension Agent & Farm Service Agency
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Grayson County– Action #74
Proposed Action:	Educate community on the Fire Wise Program & how to protect your home by establishing a defensible space and fuel reduction management.
BACKGROUND INFORMATION	
Site and Location:	County-wide (unincorporated areas)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through education and awareness programs; Reduce risk of damages and injuries
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department, Commissioners Court
Implementation Schedule:	Within 12 month of plan adoption
Incorporation into Existing Plans:	CWPP

COMMENTS:

		Grayson County– Action #75
	Proposed Action:	Adopt and implement a plan to ensure maintenance of vegetation prevent road blockage during severe weather events.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide (unincorporated areas)
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)
Implementation Schedule:	On-going
Incorporation into Existing Plans:	CWPP; Local Codes / Ordinances

COMMENTS:

	Grayson County– Action #76
Proposed Action:	Incorporate higher standards for hazard resistance in local application of the building code. Provide education to public, realtors, and home inspectors on the dangers associated with substandard construction.
BACKGROUND INFORMATION	
Site and Location:	County-wide (unincorporated areas)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to structures through improved construction techniques; Reduce recovery efforts for the community after an event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Communication
Effect on New/Existing Buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department
Implementation Schedule:	Within 24 months of plan adoption.
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	Grayson County– Action #77
Proposed Action:	Develop an action plan to keep roads open during severe weather events. Action plan can include but is not limited to: evacuation routes/plans, designate emergency thoroughfares, Educate citizens on evacuation routes and procedures.
BACKGROUND INFORMATION	
Site and Location:	County-wide (unincorporated areas)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk residents through improved evacuation alternatives and awareness efforts.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Fire Department
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Grayson County– Action #78
Proposed Action:	Provide material and conduct workshops that encourage residents to have family disaster plans that include emergency evacuation procedures & shelter-in-place emergency guidelines.
BACKGROUND INFORMATION	
Site and Location:	County-wide (unincorporated areas)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC), Grayson County LEPC
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Grayson County– Action #79
Proposed Action:	Educate property owners near high hazard dams of the potential of a dam failure. Inform them of signs to watch for that might signal a weakening of the dam and who to contact if suspicious activity is spotted.
BACKGROUND INFORMATION	
Site and Location:	County-wide (unincorporated areas)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Grayson County– Action #80
Proposed Action:	Spillway for Dam located upstream Desert Lake at the southeast limit of the County (Precinct 2) appears inadequate, increasing the risk of flooding of Desert Lake. and downstream property.
BACKGROUND INFORMATION	
Site and Location:	Desert Lake and downstream property.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries; Reduce emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Grayson County– Action #81
Proposed Action:	Determine owners of all high and significant hazard dams in Grayson County and obtain copies of all EAPs submitted to TCEQ for these dames. Review inundation mapping and disseminate copies to appropriate jurisdictions for incorporation into the Hazard Mitigation Plan.
BACKGROUND INFORMATION	
Site and Location:	County-wide (unincorporated areas)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Hazard Mitigation Plan

COMMENTS:

	Grayson County– Action #82
Proposed Action:	Obtain available dam failure impact data necessary for determining the most appropriate mitigation approach that would achieve compliance with the State's TCEQ regulations for all high and significant hazard dams which are lacking necessary data.
BACKGROUND INFORMATION	
Site and Location:	County-wide (unincorporated areas)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Hazard Mitigation Plan

COMMENTS:

	Grayson County– Action #83
Proposed Action:	Apply for assistance in establishing a Full-time County Floodplain and Dam Safety Program Manager Position.
BACKGROUND INFORMATION	
Site and Location:	County-wide (unincorporated areas)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness. Ensures continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Emergency Management Coordinator (EMC)
Implementation Schedule:	On-going
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

CITY OF BELLS

		City of Bells– Action #1
	Proposed Action:	Educate and train all city staff and critical emergency response personnel in hazard awareness and response techniques.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	FVD, City Clerk & Elected Officials
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

		City of Bells– Action #2
	Proposed Action:	Incorporate higher standards for hazard resistance in local application of the building code. Educate the public, realtors, and home inspectors on the dangers associated with substandard construction.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to structures through improved construction techniques; Reduce recovery efforts for the community after an event.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	FVD, City Clerk & Elected Officials
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Bells– Action #3
Proposed Action:	Develop a plan to reduce water consumption and implement a water conservation awareness program such as assessing all water meters, updating electronic AMR water meters and implementing a new system, as needed. The city has made positive improvements on water usage and consumption.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Clerk & Elected Officials
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Drought Contingency Plan

COMMENTS:

		City of Bells– Action #4
	Proposed Action:	Continue to monitor drought status and evaluate condition. Update Drought Contingency Plan as needed based on annual evaluations.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$10,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Clerk & Elected Officials
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Drought Contingency Plan

COMMENTS:

	City of Bells– Action #5
Proposed Action:	Maintain and implement the adopted "Fire Plan" for the local school district by adding an additional water well and storage tank to the current system Additional improvements are included but not limited to: installing a well, fire line, & a 500 gpm pump.
BACKGROUND INFORMATION	
Site and Location:	Bells ISD
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and potential injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Clerk & Elected Officials, Bell ISD
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Fire Plan

COMMENTS:

	City of Bells– Action #6
Proposed Action:	Pursue adoption of required ordinances and approval to participate in NFIP.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide access to flood insurance for local residents; Reduce flood risk and build resiliency.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Clerk & Elected Officials
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Bells– Action #7
Proposed Action:	Work with engineers to develop a storm drainage system and seek funding for help with cost of installation.
BACKGROUND INFORMATION	
Site and Location:	Community-wide drainage system
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages through improved drainage capacity; Reduce risk of injuries to citizens; Reduce burden on emergency services during and after a flood event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Clerk & Elected Officials
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Bells– Action #8
Proposed Action:	Educate local residents on the participation of the city in the NFIP program and the importance of purchasing flood insurance.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk and build resiliency; Increase flood risk awareness; Reduce damage impact on residents after a flood event; Reduce the burden on state and federal resources.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Clerk & Elected Officials
Implementation Schedule:	Within 12 month of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Bells– Action #9
Proposed Action:	Nation Incident Management System (NIMS) certified: Ensure that all city and ISD employees become NIMS certificated and that material is provided to educate on NIMS procedures.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire Department, School Admin, Elected Officials
Implementation Schedule:	Within 12-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

City of Bells– Action #10	
Proposed Action:	Educate the community on the evacuation routes and procedures.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk residents through improved evacuation alternatives and awareness effort.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time), Local Department Budgets
Lead Agency/Department Responsible:	Fire Department, School Admin, Elected Officials
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

City of Bells– Action #11	
Proposed Action:	"Cooling Shelter" and "Warming Shelter": Establish locations with signage. Harden facility and/or purchase necessary equipment to ensure locations can function adequately during severe weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens, especially vulnerable populations, from potential injuries and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Clerk & Elected Officials
Implementation Schedule:	Within 24 months of plan adoption.
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Bells– Action #12
Proposed Action:	Partner with Bell ISD to establish a community public shelter during extreme weather events and emergencies.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens, especially vulnerable populations, from potential injuries and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Extreme Heat, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Low
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Clerk & Elected Officials
Implementation Schedule:	Within 26-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Bells– Action #13
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities and critical infrastructure.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure including but not limited to utility services, well sites, wastewater treatment plant, fire station, police department, and city hall.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel), Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Clerk & Elected Officials
Implementation Schedule:	Within 12-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Bells– Action #14
Proposed Action:	Conduct a feasibility study to access the loss of cells towers in an emergency situation. Implement study results to ensure cell signals during an emergency event.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communication. Ensure appropriate emergency response time.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium / Low
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Bells– Action #15
Proposed Action:	Work with Grayson County to develop and implement a County-wide safe room rebate program for individual safe rooms in single-family residences.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing in-home saferooms in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado, Thunderstorm Wind
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium / Low
Estimated Cost:	$5,000 per safe room
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire Department, City Clerk & Elected Officials
Implementation Schedule:	Within 12-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

CITY OF COLLINSVILLE

	City of Collinsville – Action #1
Proposed Action:	Acquire and distribute NOAA weather radios.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration and Emergency Management
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Collinsville– Action #2
Proposed Action:	Adopt and implement a routine tree trimming program that clears tree limbs near power lines and/or hanging in right-of-way; Remove dead trees from right-of way and drainage systems on a scheduled basis Encourage citizens to inspect tree limbs on their property and report potential problems to power company.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security; Communication
Effect on New/Existing Buildings:	Reduce risk to existing and future structures
Priority (High, Moderate, Low):	Low
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Maintenance Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Collinsville– Action #3
Proposed Action:	Improve drainage system by cleaning ditches and installing larger culverts.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$50,000 - $100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Public Works Director
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

City of Collinsville– Action #4	
Proposed Action:	Adopt and implement a program for clearing debris. Include educating and encouraging residents to refrain from raking leaves into ditches.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Public Works Director
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Local Codes

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Collinsville– Action #5
Proposed Action:	Implement a flood awareness program by providing FEMA/NFIP materials to mortgage lenders, real estate agents and insurance agents and place them in local libraries.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through education and awareness; Increase flood insurance coverage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Collinsville– Action #6
Proposed Action:	Maintain a routine vehicle and equipment maintenance schedule.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Ensures emergency response during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Collinsville– Action #7
Proposed Action:	Education and awareness to vulnerable populations such as the elderly and those with medical problems to remain indoors during extreme hot or cold temperatures. Will also make a community building available if necessary.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injuries and fatalities during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$2,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Mayor and Police Chief
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Collinsville– Action #8
Proposed Action:	Retrofit and acquire/installed generator at wastewater plant & water facilities. Provide a portable generator capable of operating a lift station.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Collinsville– Action #9
Proposed Action:	Provide storm spotters in several locations enabling the warning sirens to be activated giving ample time to seek shelter. Educate residents on actions to take when sirens are activated.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness. Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire and Police Department Chief
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Collinsville– Action #10
Proposed Action:	Open community building for an emergency shelter.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire and Police Department Chief
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Collinsville– Action #11
Proposed Action:	Educate residents on actions to take when sirens are activated.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promotes hazard awareness. Reduces risk of injury and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Fire and Police Department Chief
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

CITY OF DENISON

	City of Denison– Action #1
Proposed Action:	Acquire and install structural protection devices such as (lightning rods), arrestors, and grounding to minimize lightning damage to critical facilities and emergency communications infrastructure.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Lightning
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works, Facilities, and Police
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Denison– Action #2
Proposed Action:	Acquire and install warning alarms throughout city limits.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promotes hazard awareness during outdoor recreations and events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Communication
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Parks and Recreations
Implementation Schedule:	Within 12-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Denison – Action #3
Proposed Action:	Acquire Floodplains, and Natural/protected land to manage floodways and turn into usable recreation areas.
BACKGROUND INFORMATION	
Site and Location:	City-wide flood risk areas
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce the effects of flooding; Reduce flood hazard risks to citizens; Reduce repetitive flood losses and emergency response; Protect lives; Reduce flood recovery measures. Eliminate risk of flood damages to high-risk structures and prevent future losses in high-risk flood hazard areas; Reduce burden on emergency services during and after a flood event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Parks and Recreations
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison – Action #4
Proposed Action:	Enhance lake structures through drudging/ sedimentation.
BACKGROUND INFORMATION	
Site and Location:	Community-wide lakes and ponds
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages due to erosion or scour during flood events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Natural System Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Parks and Recreation
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Flood Damage Prevention Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Denison – Action #5
Proposed Action:	Assess and construct flood mitigation measures and necessary infrastructure to reduce future flood loss to city properties and critical facilities.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Improve risk assessment; reduce risk of damages or injuries through improved building measures; reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Emergency Management, Public Works, Planning, and Parks and Recreations
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Flood Damage Prevention Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Denison – Action #6
Proposed Action:	Upgrade, harden/retrofit, and/or install hazard resistant structures throughout parks and park facilities to provide shelter during extreme weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide parks
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to public facilities; Ensure continuity of services during and after event; Reduce risk of injury to residents and emergency response personnel.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Parks and Recreations
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan; Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison – Action #7
Proposed Action:	Install emergency signs and/or kiosks throughout parks to help assist patron during extreme hazard events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide parks
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	City Parks and Recreation
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison – Action #8
Proposed Action:	Acquire an all-terrain utility vehicle to access area for preventative measures or access areas post disaster that most vehicles may not be able to travel.
BACKGROUND INFORMATION	
Site and Location:	Community-wide parks
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promotes emergency response efforts.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF,NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Parks and Recreation
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison – Action #9
Proposed Action:	Procure equipment or contracts to provide for emergency sandbagging of critical facilities and infrastructure during high water event.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promotes emergency response efforts. Reduces risk of damages or injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF,NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison – Action #10
Proposed Action:	Upgrade undersized stormwater drains and culverts.
BACKGROUND INFORMATION	
Site and Location:	Community-wide drainage system
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages through improved drainage capacity; Reduce risk of injuries to citizens; Reduce burden on emergency services during and after a flood event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan; Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Denison – Action #11
Proposed Action:	Implement and expand current drone program to allow for damage assessment and recover support after a hazard event.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Improve risk assessment; reduce risk of damages or injuries through improved building standards; reduce risk of damages and injuries. Promotes recovery efforts. Enhances emergency response efforts.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Emergency Management, Police, and Fire
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison – Action #12
Proposed Action:	Purchase and install temperature gauges/ detectors for critical infrastructure, roadways, and vehicles (mobile detectors to sample roadway temperature) to determine when additional intervention is needed during cold weather.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries through early notification and hazard awareness.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

City of Denison – Action #13	
Proposed Action:	Construct covered parking to protect city vehicles and critical equipment from damage during extreme weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduces damages to critical infrastructure. Ensure continuity of critical services. Ensure emergency response during and after a severe weather event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works, Facilities, and Police
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Denison – Action #14
Proposed Action:	Harden/retrofit critical facilities to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to emergency and critical personnel.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works, Facilities
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan; Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison – Action #15
Proposed Action:	Require new public buildings to be sited on low-risk parcels.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to public structures by locating buildings outside of known hazard areas; Ensure continuity of public services following a significant event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Wildfire, Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$2,500
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Public Works and Facilities
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison – Action #16
Proposed Action:	Join the Community Rating System program and/ or increase a community's rating under the CRS program.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood insurance premiums for local residents; Reduce flood risk and build resiliency.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Public Works and Development
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Denison – Action #17
Proposed Action:	Require erosion/sedimentation controls for new construction. Include on-site sediment retention as a development requirement.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages due to erosion or scour during flood events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Public Works, Development
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Flood Damage Prevention Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Denison – Action #18
Proposed Action:	Flood-proof sewage treatment plants in flood hazard/low-lying areas.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood water contamination; Reduce risk of surface water infiltration and sewage backup; Ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$250,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works and Development
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Wastewater Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	Grayson County – Action #19
Proposed Action:	Develop alternative evacuation routes/plans and designate emergency thoroughfares, particularly in areas with limited capacity. Educate citizens on evacuation routes and procedures
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk residents through improved evacuation alternatives and awareness efforts.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Wildfire, Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Emergency Management and Public Works
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison – Action #20
Proposed Action:	Install irrigation systems and adopt/implement watering schedule at public buildings and critical facilities.
BACKGROUND INFORMATION	
Site and Location:	Community public buildings and critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to structures and infrastructure due to expansive soils by maintaining adequate soil moisture; Reduce risk and spread of wildfire.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$200,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works and Facilities
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:

	City of Denison – Action #21
Proposed Action:	Equip sewer manholes with watertight covers and inflow guards.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood water contamination; Reduce risk of surface water infiltration and sewage backup; Ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Wastewater Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison – Action #22
Proposed Action:	Raise electrical components of sewage lift stations above the Base Flood Elevation (BFE).
BACKGROUND INFORMATION	
Site and Location:	Community-wide including but not limited to: Duck Creek Lift Station and Iron Ore Lift Station
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood water contamination; Reduce risk of surface water infiltration and sewage backup; Ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy (Power/Fuel)
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$250,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Wastewater Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison – Action #23
Proposed Action:	Require "safe rooms" to be added when constructing new schools, daycares, rest homes and critical care facilities.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in new critical facilities during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado, Thunderstorm Wind
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Manager, Public Works, Planning and Development
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes

COMMENTS:

	City of Denison – Action #24
Proposed Action:	Install warning and danger signs throughout the city to alert citizen of hazardous areas.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries on roadways and bridges during winter storm events through education and awareness programs; Reduce demand on emergency response during winter storms.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	City Emergency Management, Public Works, Fire
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison – Action #25
Proposed Action:	Undertake a comprehensive study of flood risk and reduction alternatives, with the assistance of the US Army Corps of Engineers. Adopt or revise flood damage prevention ordinance to include flood risk areas identified in the study. This study will cover all incorporated and unincorporated areas of the county that currently have limited studies with no determined base flood elevations as well as unmapped areas.
BACKGROUND INFORMATION	
Site and Location:	Community-wide flood hazard areas
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Improve risk assessment; reduce risk of damages or injuries through improved building standards; Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations (for unmapped or limited study areas)

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works, Planning and Zoning
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan; Flood Damage Prevention Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Denison – Action #26
Proposed Action:	Develop and implement a “Shelter in Place” campaign.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing early warning during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Grayson County OEM and City Public Works
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Denison – Action #27
Proposed Action:	Procure charging stations to be deployed in shelters after a disaster to supply evacuees with power for their devices. This will allow for evacuees to access important information via their devices, get in touch with emergency contacts, and provide entertainment for children during a disaster.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Hail, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF,NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Emergency Management
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison – Action #28
Proposed Action:	Assess current EOC facility. Upgrade and/or construct an EOC facility to have proper software technology to effective respond during and after a hazard event.
BACKGROUND INFORMATION	
Site and Location:	EOC facility
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide necessary infrastructure to monitor and respond during and after hazard event. Ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Hurricane, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Emergency Management
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during hazard events.

	City of Denison – Action #29
Proposed Action:	Adopt and implement an amendment to codes by ordinance to require drainage control including but not limited to, rain gutters and French drains, on new construction for residential homes in known flood prone areas.
BACKGROUND INFORMATION	
Site and Location:	Community-wide flood prone areas
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Reduce risk of injuries or fatalities to residents.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Planning and Development
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Denison – Action #30
Proposed Action:	Adopt and implement an ordinance that requires new housing developments to bury all utilities in an effort to reduce power outages resulting from extreme weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide new developments
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy (Power/Fuel)
Effect on New/Existing Buildings:	Reduce risk to new structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Development Services
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison – Action #31
Proposed Action:	Enhance and sustain enforcement and inspections of required wind resistant construction materials.
BACKGROUND INFORMATION	
Site and Location:	Community-wide facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to structures through improved construction techniques; Reduce recovery efforts for the community after an event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Development, Code Enforcement, and Inspections
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:

	City of Denison – Action #32
Proposed Action:	Require all new construction must have foundation plans signed and stamped by a licensed engineer.
BACKGROUND INFORMATION	
Site and Location:	Community-wide new construction
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to structures through improved construction techniques; Reduce recovery efforts for the community after an event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Flood, Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Development
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison– Action #33
Proposed Action:	Implement an education awareness outreach program to promote severe weather awareness, preparedness, and mitigation activities the public can take through broadcast, Web 2.0 services and city website/social media as well as at community fairs and events. Distribute emergency preparedness information related to weather hazards.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium / Low
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison– Action #34
Proposed Action:	Update communications and storm tracking capabilities of the Mobile Command Center. Work towards modernizing our government access channel to include real-time alerts and the ability to post information remotely from the Emergency Operations Center during an event.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison– Action #35
Proposed Action:	Work towards the implementation and maintenance of a Citizens Fire Academy for community education. Explore possible donation sources for supplies.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Weather
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time), Donations
Lead Agency/Department Responsible:	Denison Fire Department
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison– Action #36
Proposed Action:	Continue to monitor drought status and evaluate condition. Update Drought Contingency Plan as needed based on annual evaluations. Coordinate with Grayson County in establishing a groundwater conservation education program.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communications
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Drought Contingency Plan

COMMENTS:

	City of Denison– Action #37
Proposed Action:	Adopt and implement a program for clearing debris from bridges, drains, and culverts.
BACKGROUND INFORMATION	
Site and Location:	Community-wide including but not limited to: Iron Ore Creek
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager and Building Inspector
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Denison– Action #38
Proposed Action:	Maintain, evaluate, and monitor city codes, to assure there are no repetitive losses on existing structures and new structures, due to flooding.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages or injuries through flood mitigation at high-risk structures; Reduce the need for emergency response in high-risk areas; Reduce repetitive flood losses/claims; Reduce community recovery efforts and costs.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager and Building Inspector
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison– Action #39
Proposed Action:	Increased Public Awareness prior to occurrences and during flooding.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness; Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager and Building Inspector
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison– Action #40
Proposed Action:	Assess and acquire Wi-Fi and cellular signal ranges to improve communication and early warning during severe weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning. Enhance emergency response time.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager and Building Inspector
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison– Action #41
Proposed Action:	Educate community on the dangers of low water crossings through the installation of warning signs and promotion of "Turn Around, Don't Drown" Program. Obtain additional barricades with special signage linked to “Turn Around, Don’t Drown” logo.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injuries, fatalities and damages through education and awareness.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager and Building Inspector
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		City of Denison– Action #42
	Proposed Action:	Provide how-to information to residents for installing flood mitigation activities that they can implement in their homes such as installing backflow valves to prevent reverse-flow floods, elevation of appliances above expected flood levels. The information would be provided by, publications, & booths at community events.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damage impact on residents after a flood event; Reduce risk of sewage back-up in structures; Reduce risk of injury or illness to residents.
	Type of Action*: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)*	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$2,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison– Action #43
Proposed Action:	Implement a flood awareness program by providing FEMA/NFIP materials and actively promote city residents to participate in the NFIP.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through education and awareness; Increase flood insurance coverage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Public Works, Denison Emergency Management, EMC, Local Staff, Public Works, Flood Plain Manager and Building Inspector
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Denison– Action #44
Proposed Action:	Increase public awareness of burn ban status and areas that are permanently prohibited from burns.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through education and awareness programs; Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Denison– Action #45
Proposed Action:	Educate and provided material residents about the importance of having an Emergency Preparedness Kit and on how to shelter in place.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison– Action #46
Proposed Action:	Acquire and install generators and/or obtain mobile generators at all critical facilities and critical infrastructure. Establish a Critical Facility Contingency Plan.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel), Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Denison– Action #47
Proposed Action:	Ensure all dead-end segments of roads in high fire hazard areas have a turn-around sufficient for fire equipment.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Enhances emergency response. Reduce risk of damages and potential injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium / Low
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

City of Denison– Action #48	
Proposed Action:	Apply for federal and state grants to enhance the capability of the local fire department.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Enhances emergency response. Reduce risk of damages and potential injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium / Low
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Denison– Action #49
Proposed Action:	Develop and implement a coordinated approach between the Fire Department and the Public Services Department to identify needed improvements to the water distribution system. Implement necessary improvements.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through maintenance of critical infrastructure; Reduce risk of injury or damages
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High / Medium / Low
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Denison– Action #50
Proposed Action:	Establish mutual agreements between jurisdictions for emergency backup water sources.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and potential injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$10,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

City of Denison– Action #51	
Proposed Action:	Assist the regional 211 and work with local service organizations to host a local fan drive as their community service project to distribute fans to those who are in need of relief from the extreme heat.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injuries and fatalities during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication; Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$20,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

City of Denison– Action #52	
Proposed Action:	"Cooling Shelter" and "Warming Shelter": Work with local non-profits, faith-based organizations, and schools to set up centers and/or a local fan drive for extreme weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injuries and fatalities during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication; Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$20,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Denison– Action #53
Proposed Action:	Acquire and educate residents on the importance of NOAA weather radios and how to operate them properly.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC, Local Staff, and IT
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

City of Denison– Action #54	
Proposed Action:	Install and increase outdoor warning sirens to ensure adequate coverage is all areas of the community and city-limits.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC, Local Staff, IT, and Planning Department
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Denison– Action #55
Proposed Action:	Obtain designation as an NWS Storm READY community.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injury and damages. Promotes hazard awareness and emergency response.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	EMC, Local Staff, and IT
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

City of Denison– Action #56	
Proposed Action:	Implement a city-wide brush & debris disposal program. Encourage and educate proper trimming and disposal of vegetation.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Lightning, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structure and infrastructure
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works & Sanitation, Code Enforcement, and IT
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Denison– Action #57
Proposed Action:	Notify residents of utility assistance programs at TCOG.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk through education and awareness.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Denison– Action #58
Proposed Action:	Modify city ordinances that enforce warning sirens within new developments.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado, Thunderstorm Wind
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Denison Emergency Management and Planning Department
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinance

COMMENTS:

	City of Denison– Action #59
Proposed Action:	Implement and enhance an area-wide telephone Emergency Notification System ("Reverse 911")
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communication and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Denison Emergency Management and Planning Department
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Denison– Action #60
Proposed Action:	Develop and implement a Multi-Jurisdictional FEMA Safe Room Rebate program.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing in-home saferooms in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado, Thunderstorm Wind
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000 per safe room
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Denison Emergency Management and Planning Department
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Denison– Action #61
Proposed Action:	Educate property owners near high hazard dams of the potential of a dam failure. Inform them of signs to watch for that might signal a weakening of the dam and who to contact if suspicious activity is spotted.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Denison– Action #62
Proposed Action:	Determine ownership of the one high hazard dam and one significant hazard dam located within or near the city. Evaluate the owner's dam safety program, emergency action plan, and compliance with state dam safety regulations.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Denison– Action #63
Proposed Action:	If needed, apply for assistance in funding local dam evaluations and improvements.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages due to dam breech. Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduces risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High / Medium / Low
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Denison– Action #64
Proposed Action:	Evaluate access and road conditions for response vehicles. Work with residents and County Commissioners to ensure that if roadways are loss due to a dam failure that properties owners are not isolated.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk through enhanced access routes in high-risk areas; Improve response time for emergency services; Reduce risk of injury or damages; Reduce risk of loss of life and avoid rescue efforts.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium / Low
Estimated Cost:	$10,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	EMC and Local Staff
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:

CITY OF DORCHESTER

	City of Dorchester – Action #1
Proposed Action:	Acquire and install generators with hard wired quick connections and/or solar panel at all critical facilities and infrastructure.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure with emphasis on water supply and infrastructure
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Dorchester – Action #2
Proposed Action:	Identify flood-prone and repetitive loss properties through the Texas Water Development Board. Identify and implement actions to reduce or eliminate flooding at identified properties.
BACKGROUND INFORMATION	
Site and Location:	Community-wide high flood risk properties and repetitive loss properties.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages or injuries through flood mitigation at high-risk structures; Reduce the need for emergency response in high-risk areas; Reduce repetitive flood losses/claims; Reduce community recovery efforts and costs.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration and Floodplain Administrator
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Dorchester– Action #3
Proposed Action:	Install lightning protection for existing and future infrastructure and critical facilities.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructures
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Lightning
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Dorchester – Action #4
Proposed Action:	Harden/retrofit critical facilities to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to emergency and critical personnel.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan; Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Dorchester – Action #5
Proposed Action:	Upgrade or expand current water system. Construct new well to ensure adequate water supply during extreme weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide water system
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$2,500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration, Public Works
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Dorchester – Action #6
Proposed Action:	Establish, adopt, and implement a "green infrastructure" program for parks, nature preserves, greenbelts, etc.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce impacts of flood through expanded greenspace and restoration of floodplains and wetlands; Reduce impacts of drought through green infrastructure that works to replenish groundwater reserves; Reduce impacts of Urban Island Heat effect in densely populated areas through tree planting.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural Systems Protection; Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Drought, Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration, Parks & Recreation Department
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Dorchester – Action #7
Proposed Action:	Construct community center / Emergency Operations Center.
BACKGROUND INFORMATION	
Site and Location:	Site location to be determined
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Ensure continuity of critical services during and after event; Reduce risk of injury to emergency and critical personnel.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 36-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		City of Dorchester – Action #8
	Proposed Action:	Adopt and implement requirements that new construction incorporate hazard resistant measures.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to new structures and infrastructure; Reduce risk of injuries or fatalities.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Administration
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Dorchester – Action #9
Proposed Action:	Build and/or harden/retrofit current community structures to include shelters/safe room shelters and ensure facilities have adequate cooling and heating systems.
BACKGROUND INFORMATION	
Site and Location:	Community-wide facilities and mobile home parks
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration, Public Works
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Dorchester – Action #10
Proposed Action:	Adopt ordinance requiring tie-downs for mobile homes; Require manufactured housing be securely anchored to permanent foundations.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to structures and infrastructure; Reduce risk of injuries or fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Administrator, Code Enforcement
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:

	City of Dorchester – Action #11
Proposed Action:	Undertake a comprehensive study of flood risk and reduction alternatives. Implement feasible alternatives for flood reduction and drainage improvements.
BACKGROUND INFORMATION	
Site and Location:	Community-wide drainage system and flood hazard areas
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Improve risk assessment; Reduce risk of damages or injuries through drainage improvements; Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure; Local Plans and Regulations (for unmapped areas)

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration and Floodplain Administrator
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Dorchester– Action #12
Proposed Action:	Increase outdoor warning sirens/notification to ensure adequate coverage is all areas of the community and city-limits.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Manager and Water Department Director
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

		City of Dorchester– Action #13
	Proposed Action:	Continue to monitor drought status and evaluate conditions. Update Multi – Phase Drought Contingency plan as needed to ensure water systems are operational.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Water Department Director
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Drought Contingency Plan

COMMENTS:

	City of Dorchester– Action #14
Proposed Action:	Increase public awareness of drought contingency plan.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Water Department Director
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Drought Contingency Plan

COMMENTS:

	City of Dorchester– Action #15
Proposed Action:	Pursue adoption of required ordinances and approval to participate in NFIP.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduces flood risk. Protects residents from injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor and City Attorney
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Dorchester– Action #16
Proposed Action:	Enforce application of flooding regulation for new construction by conducting regular inspections to new development in the City.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduces flood risk. Protects residents from injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor and City Attorney
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Dorchester– Action #17
Proposed Action:	As development and construction continue, ensure waterways clean and clear of obstruction for proper flow. Continued upkeep for erosion control and water flow.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduces risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and City Attorney
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Dorchester– Action #18
Proposed Action:	Implement a flood awareness program by providing FEMA/NFIP materials and actively promote city residents to participate in the NFIP.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through education and awareness; Increase flood insurance coverage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

City of Dorchester– Action #19	
Proposed Action:	Provide community-wide education programs to help education residents on hazards that threaten the areas and mitigation measures to reduce injuries, fatalities, and property damages.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens, especially vulnerable populations, from potential injuries and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and City Employees
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Dorchester– Action #20
Proposed Action:	Scout for overgrowth of brush or a large number of acres not being cultivated that would allow a wildfire to get out of control. Cut firebreaks and create defensible space in high-risk areas.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire through targeted firebreaks.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and City Employees
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Dorchester– Action #21
Proposed Action:	Adopt and implement program to insulate pipes at critical facilities and infrastructure.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages at public buildings resulting from freezing temperatures; Ensure continuity of public services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure; Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$20,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Water Department Manager
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinance

COMMENTS:

	City of Dorchester– Action #22
Proposed Action:	Adopt and implement a routine tree trimming program that clears tree limbs near power lines and/or hanging in right-of-way; Remove dead trees from right-of way and drainage systems on a scheduled basis Encourage citizens to inspect tree limbs on their property and report potential problems to power company.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Weather
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security; Communication
Effect on New/Existing Buildings:	Reduce risk to existing and future structures
Priority (High, Moderate, Low):	Low
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Maintenance Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Dorchester– Action #23
Proposed Action:	Acquire dual water supply capability for indirect water reuse capabilities.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$3,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Conservation and Drought Contingency and Water Emergency Response Plan; State of Texas Regional Water Conservation Plan

COMMENTS:

CITY OF GUNTER

	City of Gunter– Action #1
Proposed Action:	Construct covered areas in an effort to protect city-owned vehicles and other assets in the event of an extreme weather event.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical infrastructure; Ensure continuity of critical services during and after event; Ensure emergency response.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduces risk to existing infrastructure
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Supervisor
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Gunter– Action #2
Proposed Action:	Retrofit and acquire/installed generator at wastewater plant & water facilities.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Supervisor
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Gunter– Action #3
Proposed Action:	Implement stream restoration/channelization program to ensure adequate drainage/diversion of stormwater:
BACKGROUND INFORMATION	
Site and Location:	Community-wide with focus on areas College Street, Cedar Street, and Seventh Street and privately owned properties along a general line from the top of College Street down by cedar and 7th through town to FM 121 South West of Gunter
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages through improved drainage capacity/stormwater diversion; Reduce risk of injuries to citizens; Reduce burden on emergency services during and after a flood event
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Supervisor
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Gunter– Action #4
Proposed Action:	Improve drainage capacity for storm water run-off.
BACKGROUND INFORMATION	
Site and Location:	Community-wide with focus on State Highway 289
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through improved drainage capacity; Reduce risk of damages and injuries. Reduce emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Supervisor
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Gunter– Action #5
Proposed Action:	Implement a flood awareness program by providing FEMA/NFIP materials and actively promote city residents to participate in the NFIP.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through education and awareness; Increase flood insurance coverage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Supervisor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Gunter– Action #6
Proposed Action:	Adopt and implement a plan to ensure maintenance of vegetation which can require vegetation height requirements.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire.
Type of Action*: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)*	Local Plans and Regulations Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire Chief
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Gunter– Action #7
Proposed Action:	Initiate a routine vehicle and equipment maintenance schedule to ensure city-owned property can withstand extreme weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Improve response time for emergency services; Reduce risk of injury or damages; Reduce risk of loss of life and avoid rescue efforts.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$10,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Supervisor
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Gunter– Action #8
Proposed Action:	Adopt and implement a routine tree trimming program that clears tree limbs near power lines and/or hanging in right-of-way; Remove dead trees from right-of way and drainage systems on a scheduled basis Encourage citizens to inspect tree limbs on their property and report potential problems to power company.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure; Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security; Communication
Effect on New/Existing Buildings:	Reduce risk to existing and future structures
Priority (High, Moderate, Low):	Low
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Supervisor
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Maintenance Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Gunter– Action #9
Proposed Action:	Retrofit and acquire/installed generator and hard wiring of equipment to prepare for power outage.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure, including but not limited to: water and wastewater facilities, lift stations, well sites, pump stations, SCADA system and storage facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Supervisor
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Gunter– Action #10
Proposed Action:	Install and increase outdoor warning capabilities and/or sirens to ensure adequate coverage is all areas of the community and city-limits.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communication and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Supervisor, Fire Chief, Police Chief
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Gunter– Action #11
Proposed Action:	Implement an education and awareness program to help reduce the risk of natural hazards and mitigation techniques residents can take to reduce risk and damages. Educate the community on the importance of the quick use of the 911 system to get sufficient help as soon as possible to keep the wildfire from spreading to a minimum.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promotes hazard awareness. Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Fire Chief
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

CITY OF HOWE

	City of Howe– Action #1
Proposed Action:	Implement ordinances and/or requirements that limit the ability for increasing construction cost during and after an extreme hazard event.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Increases of rehabilitation efforts and sustainability for the community.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinance

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Howe– Action #2
Proposed Action:	Incorporate drought tolerant or xeriscape practices into landscape ordinances.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities. Reduce risk to vulnerable populations during drought restriction ensuring access to potable water.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinance

COMMENTS:

	City of Howe– Action #3
Proposed Action:	Implement education and awareness program to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Howe– Action #4
Proposed Action:	Adopt and incorporate the procedures for tracking high water marks following a flood into emergency response plans.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduces flood risk and protects citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Howe– Action #5
Proposed Action:	Implement a flood awareness program by providing FEMA/NFIP materials and actively promote city residents to participate in the NFIP.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through education and awareness; Increase flood insurance coverage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Howe– Action #6
Proposed Action:	Develop a Vegetation Management Plan.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire through improved development practices and building requirements/restrictions.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$20,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Fire Department
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinance

COMMENTS:

	City of Howe– Action #7
Proposed Action:	Construct or retrofit facility for public access/shelter for residents during extreme weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat. Thunderstorm Wind, Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

CITY OF KNOLLWOOD

	City of Knollwood– Action #1
Proposed Action:	Install street signs, communication devices, and/or barricades warning of floods on streets and areas subject to flooding.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and communication.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Knollwood – Action 2
Proposed Action:	Install Electronic Water Meters to track water usage and more accurately limit water use during times of drought.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1.2 million
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Water Department
Implementation Schedule:	Within 12 - 24 months of plan adoptions
Incorporation into Existing Plans:	Local Plans and Ordinances

COMMENTS:

		City of Knollwood– Action #3
	Proposed Action:	Conduct a comprehensive drainage study. Implement necessary improvements identified within the study.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide drainage system
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through improved drainage capacity; Reduce risk of damages and injuries. Reduce emergency response demands.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness; Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Knollwood – Action #4
Proposed Action:	Assess and implement necessary improvements to roads, especially evacuation routes, due to erosion, expansive/contracting, etc.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries. Ensures emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Flood, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structures and infrastructures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Knollwood– Action #5
Proposed Action:	Adopt and implement a program for clearing debris from bridges, drains, and culverts.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through improved drainage capacity. Reduce risk of damages and injury to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Knollwood – Action #6
Proposed Action:	Build and/or harden/retrofit current city facility to act as storm shelter for community residents during extreme weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado, Thunderstorm Wind
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration, Public Works
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan; Capital Improvement Plan

COMMENTS:

	City of Knollwood– Action #7
Proposed Action:	Retrofit critical facilities to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	Community-wide with focus on Community Center
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to emergency and critical personnel.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

City of Knollwood– Action #8	
Proposed Action:	Build out safe room.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Knollwood– Action #9
Proposed Action:	Adopt and implement a program that assess and implements improvements regarding large trees and landscape concerns.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure; Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduces risk to new and existing structure and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

City of Knollwood– Action #10	
Proposed Action:	Enhance emergency response by acquiring necessary infrastructure and equipment to respond during and after a severe weather event; including heavy equipment to clear up debris, search, and rescue equipment.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Enhances emergency response. Reduce risk of injury and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Director of Emergency Management
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
City would look to establish an MOU and/or pre-proposed contract for accessibility to additional equipment needs during severe weather events.
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Knollwood– Action #11
Proposed Action:	Provide emergency response and hazard education training for city officials.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Director of Emergency Management
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Knollwood– Action #11
Proposed Action:	Implement education and awareness program to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Distribute information via website and newsletters and/or conduct a community event.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Director of Emergency Management
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

City of Knollwood– Action #12	
Proposed Action:	Provide a rainwater catchment system
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provides an alternative source of water during extreme weather events. Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Director of Emergency Management
Implementation Schedule:	Within 36-48 months of plan adoption
Incorporation into Existing Plans:	Drought Contingency Plan

COMMENTS:

	City of Knollwood– Action #13
Proposed Action:	Install generator(s) for electrical back up.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel), Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management
Implementation Schedule:	Within 12-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

City of Knollwood– Action #14	
Proposed Action:	Install solar panels (backup for fuel burning generator).
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel), Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management
Implementation Schedule:	Within 12-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

City of Knollwood– Action #15	
Proposed Action:	Install outdoor warning sirens to ensure adequate coverage is all areas of the community and city-limits.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Knollwood– Action #16
Proposed Action:	Pass a no burn ordinance.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through education and awareness programs; Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:

	City of Knollwood– Action #17
Proposed Action:	Conduct annual fire drill.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through practice drills.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness - Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	Staff Time
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management
Implementation Schedule:	Annually
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:

	City of Knollwood– Action #18
Proposed Action:	Inspect, replace smoke alarms.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure - Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management
Implementation Schedule:	Annually
Incorporation into Existing Plans:	Maintenance Plan

COMMENTS:

		City of Knollwood– Action #19
	Proposed Action:	Assess and implement necessary wildfire prevention techniques (wind break-berms, walls, landscaping, etc.).
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire through targeted firebreak
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Knollwood– Action #20
Proposed Action:	Adopt ordinance requiring tie-downs for mobile homes; Require manufactured housing be securely anchored to permanent foundations located within the city.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to structures and infrastructure; Reduce risk of injuries or fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Local Codes / Ordinance

COMMENTS:

	City of Knollwood– Action #21
Proposed Action:	Improve signage, addressing and other route-finding conditions to improve access to emergency vehicles.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injuries or fatalities. Reduces demand on emergency response personnel.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		City of Knollwood– Action #22
	Proposed Action:	Adopt ordinance requiring tie-downs for mobile homes; Require manufactured housing be securely anchored to permanent foundations located within the city.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to structures and infrastructure; Reduce risk of injuries or fatalities.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor and Director of Emergency Management
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Local Codes / Ordinance

COMMENTS:

CITY OF POTTSBORO

	City of Pottsboro – Action #1
Proposed Action:	Implement a community education program regarding fire dangers for identified risk areas; Insert flyers in water bills to make residents aware of wildfire hazard areas and fire protection measures for homes and yards.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of water loss through education and awareness programs; Reduce risk of damages and injuries. Promotes hazard awareness.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security and Health/Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Pottsboro Volunteer Fire Department
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Pottsboro – Action #2
Proposed Action:	Purchase water tinder/water storage for use in emergency drought situations.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries to persons and properties which may occur as a result of drought.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security and Health/Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Pottsboro Volunteer Fire Department
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:

	City of Pottsboro – Action #3
Proposed Action:	Acquire and/or retrofit facility to act as a cooling center for residents in need of safe, cool places during extreme heat events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries to persons which may occur as a result of extreme heat.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security and Health/Medical
Effect on new/existing buildings:	Would require the purchase or construction of new building
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration/Fire and EMS
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Pottsboro – Action #4
Proposed Action:	Implement a community education program regarding power outages for identified risk areas; Distribute pamphlets through neighborhood associations or insert flyers in water bills to make residents aware of the need for alternative power sources and electrical safety. Partner with local electrical providers for solutions to problem areas.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injury and property loss through education and awareness programs.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Pottsboro – Action #5
Proposed Action:	Acquire necessary equipment to mitigate wildfire and defensible space such as a brush truck to better service residents and properties in rural and hard-to-reach areas.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages, injuries, property loss, etc. Reduce spread of wildfire.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Pottsboro Volunteer Fire Department
Implementation Schedule:	Within 12-18 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Pottsboro– Action #6
Proposed Action:	Construct covered areas to protect city-owned vehicles, emergency response vehicles and other assets.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to critical infrastructure and assets. Ensures emergency response during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Manager
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Pottsboro– Action #7
Proposed Action:	Retrofit and acquire/installed generator at critical facilities and infrastructure (includes generators and hard wiring of equipment to prepare for power outage).
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure including but not limited to: wastewater plant, water facilities, well sites, pump stations, SCADA system, and storage facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Pottsboro– Action #8
Proposed Action:	Implement channelization program to ensure adequate drainage/diversion of stormwater: Re-channelization of two (2) existing feeder creeks that flow from South to North through town to Little Mineral Creek.
BACKGROUND INFORMATION	
Site and Location:	Community-wide with focus on Elm Creek subdivision and privately owned properties along a general line from Front Street along Thompson/Houston Streets to FM Highway 120.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages through improved drainage capacity/stormwater diversion; Reduce risk of injuries to citizens; Reduce burden on emergency services during and after a flood event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Manager
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Pottsboro– Action #9
Proposed Action:	Improve drainage for storm water run-off.
BACKGROUND INFORMATION	
Site and Location:	Community-wide with focus on Pearce Drive, Preston Drive and in Texoma Ranch Estate subdivision.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Pottsboro– Action #10
Proposed Action:	Implement a flood awareness program by providing FEMA/NFIP materials and actively promote city residents to participate in the NFIP.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through education and awareness; Increase flood insurance coverage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

City of Pottsboro– Action #11	
Proposed Action:	Maintain a routine vehicle and equipment maintenance schedule.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Ensures emergency response during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Pottsboro– Action #12
Proposed Action:	Implement education and awareness program to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Pottsboro– Action #13
Proposed Action:	Adopt and implement a routine tree trimming program that clears tree limbs near power lines and/or hanging in right-of-way; Remove dead trees from right-of way and drainage systems on a scheduled basis
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security; Communication
Effect on New/Existing Buildings:	Reduce risk to existing and future structures
Priority (High, Moderate, Low):	Low
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Maintenance Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

CITY OF SADLER

	City of Sadler – Action #1	
	Proposed Action:	Upgrade or expand current water system. Construct alternative water supply to ensure adequate water source during extreme weather events.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide water system
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce risk of injuries or fatalities to vulnerable populations.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration, Public Works
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Sadler– Action #2
Proposed Action:	Educate and provided material residents about the importance of having an Emergency Preparedness Kit and on how to shelter in place.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Council and Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Sadler– Action #3
Proposed Action:	Initiate water supply rationing and storage procedures through use of education, ordinances, and landscaping improvements.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communications
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Mayor and Water/Wastewater Operator
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Drought Contingency Plan

COMMENTS:

	City of Sadler– Action #4
Proposed Action:	Drill new water well for second water source.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injuries, and fatalities especially vulnerable populations during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Mayor and City Council
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Drought Contingency Plan; Emergency Management Plan

COMMENTS:

	City of Sadler– Action #5
Proposed Action:	Provide how-to information to residents for installing flood mitigation activities that they can implement in their homes such as installing backflow valves to prevent reverse-flow floods, elevation of appliances above expected flood levels. Look to provide valving component.
BACKGROUND INFORMATION	
Site and Location:	Community-wide flood risk areas
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damage impact on residents after a flood event; Reduce risk of sewage back-up in structures; Reduce risk of injury or illness to residents
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$2,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Mayor and City Council
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Sadler– Action #6
Proposed Action:	Implement a program to remove limbs and high grass (by mowing) to reduce fore hazards. Provide community educational program to help reduce the risk of wildfires and other potential hazards.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Lightning, Thunderstorm Wind, Tornado, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structure and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire Department
Implementation Schedule:	On-going
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Sadler– Action #7
Proposed Action:	Continue to maintain a contract with VFD for fire response within the city limits.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Enhances emergency response. Reduce risk of damages and potential injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Fire Department and City Council
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Local Codes / Ordinance

COMMENTS:

City of Sadler– Action #8	
Proposed Action:	Implement education and awareness program to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Provide public information on government agencies that may be available.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Mayor and City Secretary
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Sadler– Action #9
Proposed Action:	Continue to assess and implement necessary improvements to city infrastructures to maintain uninterrupted service during a severe weather event.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities; Ensure continuity of critical services during and after event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure - Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	Low
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Water/Wastewater Operator
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during unforeseen events.

	City of Sadler– Action #10
Proposed Action:	Adopt ordinance requiring tie-downs for mobile homes; Require manufactured housing be securely anchored to permanent foundations located within the city.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to structures and infrastructure; Reduce risk of injuries or fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Building Inspector
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Local Codes / Ordinance

COMMENTS:

	City of Sadler– Action #11
Proposed Action:	Implement procedures for trim trees from critical structures and infrastructures such lift stations and wells. Require utility providers and right of ways to inspect for same within the city.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security; Communication
Effect on New/Existing Buildings:	Reduce risk to existing and future structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Council and Water/Wastewater Operator
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Maintenance Plan

COMMENTS:

	City of Sadler– Action #12
Proposed Action:	Adopt and implement ordinance to enforce bonding grounds on electrical system with utility provider and required inspections through the city building department.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures
Priority (High, Moderate, Low):	Low
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Building Inspector
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

City of Sadler– Action #13	
Proposed Action:	Install lighting arrestors at critical facilities and infrastructure, as needed.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure including but not limited to: lift stations, wells, and WWTP.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to structures and infrastructure; Reduce risk of injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Lightning
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structure and infrastructure
Priority (High, Moderate, Low):	Low
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Building Inspector
Implementation Schedule:	On-going
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Sadler– Action #14
Proposed Action:	Maintain and make available a listing of emergency and local hotels for travelers, elderly, etc.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injuries and fatalities during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Lightning
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structure and infrastructure
Priority (High, Moderate, Low):	Low
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Building Inspector
Implementation Schedule:	On-going
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Sadler– Action #15
Proposed Action:	Continue use of CodeRed alert and warning procedures and update/modify as needed.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action*: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)*	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire Department
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Sadler– Action #16
Proposed Action:	Coordinate response with area schools and first response in simulated event.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Tornado, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Fire Department
Implementation Schedule:	Within 24 months of plan adoption; then annually
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Sadler – Action #17
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities. Wire all infrastructures to accept connection of a locally owned generator.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and City Council, Building Inspector
Implementation Schedule:	Within 36-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

CITY OF SHERMAN

	City of Sherman– Action #1
Proposed Action:	Assess and increase Early Alert System- an outdoor warning system to ensure adequate coverage is all areas of the community and city-limits.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Sherman– Action #2
Proposed Action:	Implement education and awareness program to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Distribute information via weather advisories, public announcements through reverse telephonic system, and/or broadcasting local cable channels.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Administration, Emergency Management
Implementation Schedule:	On-going
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Sherman– Action #3
Proposed Action:	Sponsor annual SKY Warn training program for citizens and promoting use of CodeRed.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	On-going
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

City of Sherman– Action #4	
Proposed Action:	Amateur Radio Operators.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
Deferred action #4
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Sherman– Action #5
Proposed Action:	Hire a consultant to update master water model and plan. Update Conservation and Drought Contingency and Water Emergency Response Plan as recommended from assessment.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communications
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Engineering Department
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Conservation and Drought Contingency and Water Emergency Response Plan

COMMENTS:

	City of Sherman– Action #6
Proposed Action:	Develop dual water supply capability; that which being Wells Field and Lake Texoma, while maintaining compliance with the State of Texas Regional Water Conservation Plan.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communications
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Conservation and Drought Contingency and Water Emergency Response Plan; State of Texas Regional Water Conservation Plan

COMMENTS:

	City of Sherman– Action #7
Proposed Action:	Implement land use planning, ordinances and building codes on new development sites.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to structures through improved construction techniques; Reduce recovery efforts for the community after an event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Communication
Effect on New/Existing Buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Development Services
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:
Deferred action #7
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Sherman– Action #8
Proposed Action:	Adopt and implement a program for clearing debris from bridges, drains, culverts, creeks, and streams.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Sherman– Action #9
Proposed Action:	Join the National Flood Insurance Program (NFIP).
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide access to flood insurance for local residents. Reduce flood risk and build resiliency.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Engineering Department
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Sherman– Action #10
Proposed Action:	Implement a flood awareness program by providing FEMA/NFIP materials and actively promote city residents to participate in the NFIP.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through education and awareness; Increase flood insurance coverage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Public Information Officer, Engineering Department
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Sherman– Action #11
Proposed Action:	Implementation of retention ponds and flood control in new developments. Maintain Flood control lakes and new neighborhood flood control ponds.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through improved drainage capacity; Reduce risk of damages and injuries; Reduce emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structure and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Engineering Department
Implementation Schedule:	Within 24-36 months of plan adoption; Inspected annually by TCEQ
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

City of Sherman– Action #12	
Proposed Action:	Update and maintain accurate flood maps.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Improve risk assessment; Reduce risk of damages or injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structure and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Engineering Department
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

City of Sherman– Action #13	
Proposed Action:	Re-assess the Choctaw Creek Watershed Plan to evaluate new land management and structural measures necessary to address flooding issues in Sherman. A re-assessment is recommended to determine the extent of the flooding issues in the watershed under existing and future development conditions.
BACKGROUND INFORMATION	
Site and Location:	Choctaw Creek Watershed
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through improved drainage capacity; Reduce risk of damages and injuries; Reduce emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Engineering Department
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Choctaw Creek Watershed Plan

COMMENTS:
Deferred action #16
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Sherman– Action #14
Proposed Action:	Develop a mutual aid agreement in conjunction with Grayson County and Fire Department.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire. Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Fire Department
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Sherman– Action #15
Proposed Action:	Burn Ban implementation and efforts to ensure public awareness of these periods and the activities are prohibited.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through education and awareness programs; Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire Department
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Sherman– Action #16
Proposed Action:	Evaluate and harden/retrofit critical facilities and existing shelters to a hazard resistant level. Work with the Red Cross and other organizations to provide evacuees with safety and shelter.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and shelter
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities; Reduce risk of injuries and fatalities during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Within 12-26 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Sherman– Action #17
Proposed Action:	Action plans to train volunteer citizens to look after vulnerable populations such as the elderly.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

		City of Sherman– Action #18
	Proposed Action:	Adopt and implement a routine tree trimming program that clears tree limbs near power lines prevent power outages.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures
Priority (High, Moderate, Low):	Low
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Utilities
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Maintenance Plan

COMMENTS:

	City of Sherman– Action #19
Proposed Action:	Continue to develop necessary mitigation program such as construction of retention lakes, adopted building codes and ordinances that restrict development in floodways and floodplains.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages or injuries through mitigation in high-risk areas; Reduce the need for emergency response in high-risk areas; Reduce repetitive flood losses/claims.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Local Codes / Ordinances ; Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Sherman– Action #20
Proposed Action:	Continue to implement adopted program of scheduled inspections and maintenance of city owned facilities in coordination with the Natural Resources Conservation Service.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages or injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Engineering Department
Implementation Schedule:	On-going
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Sherman– Action #21
Proposed Action:	Continue the operation, monitoring, and maintenance of the three flood retention lakes and other dams throughout city-limits.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000 - $100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Engineering Department
Implementation Schedule:	On-going
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Sherman– Action #22
Proposed Action:	Establish, adopt, and implement a "green infrastructure" program for parks, nature, preserves, greenbelts, etc.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce impacts of flood through expanded greenspace and restoration of floodplains and wetlands; Reduce impacts of drought through green infrastructure that works to replenish groundwater reserves; Reduce impacts of Urban Island Heat effect in densely populated areas through tree planting.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural Systems Protection Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Drought, Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Engineering Department
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Water Conservation Plan; Drought Contingency and Water Emergency Response Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Sherman– Action #23
Proposed Action:	Implement and build flood sirens.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries on high-risk areas through education and awareness programs; Reduce demand on emergency response during flooding events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Sherman– Action #24
Proposed Action:	Update maps to address the floodwater retention sites.
BACKGROUND INFORMATION	
Site and Location:	Community-wide with focus on 3 sites to the west and to the north of Sherman.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through improved drainage capacity; Reduce risk of damages and injuries; Reduce emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Engineering Department
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Sherman– Action #25
Proposed Action:	Work with Grayson County to apply for a multijurisdictional FEMA Safe Room Rebate program for residents.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing in-home safe rooms in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000 per safe room
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Sherman– Action #26
Proposed Action:	Acquire and distribute NOAA weather radios.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Sherman– Action #27
Proposed Action:	Install covered areas for emergency response vehicles.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages for critical response vehicles; Ensure continuity of emergency response during and after event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Hail, Thunderstorm Wind, Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Transportation, Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:

	City of Sherman– Action #28
Proposed Action:	Elevated Water Stations, Large Retention Lake, and secondary water line.
BACKGROUND INFORMATION	
Site and Location:	Areas from Lake Texoma to water treatment plant.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood damages. Ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Water Development
Implementation Schedule:	Within 24-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Sherman– Action #29
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	County-wide or community-wide critical facilities, including water pump stations, well sights, sewage lift stations.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Water Department
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

CITY OF SOUTHMAYD

	City of Southmayd– Action #1
Proposed Action:	Construct covered areas in order to protect city-owned vehicles, emergency response vehicles and other assets.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to critical infrastructure and assets. Ensures emergency response during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Water Dept. Maintenance / City Council
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Southmayd– Action #2
Proposed Action:	Adopt and implement a program to maintain a firebreaks and debris removal, especially around acreage.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries. Reduce spread of wildfire.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure; Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire and Water Dept.
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:

	City of Southmayd– Action #3
Proposed Action:	Develop and install additional water wells as an alternative water source.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provides an alternative source of water during extreme weather events. Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire and Water Dept.
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Southmayd– Action #4
Proposed Action:	Install an elevated storage for water tank for extreme weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provides an alternative source of water during extreme weather events. Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$200,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire and Water Dept.
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Southmayd– Action #5
Proposed Action:	Increase drainage capacity; add stormwater detention and/or retention ponds or flood control lakes as deemed necessary to reduce flood risk.
BACKGROUND INFORMATION	
Site and Location:	Community-wide with potential site locations: South side of Hwy 56, West of Baze residence Southmayd Road near Ruth Campbell residence On Deaver where brick house is located in flood zone
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through improved drainage capacity; Reduce risk of damages and injuries. Reduce emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium / Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Mayor
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Southmayd– Action #6
Proposed Action:	Develop a storm water drainage Study/Plan for known problem areas (or Community-wide).
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through improved drainage capacity; Reduce risk of damages and injuries. Reduce emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Mayor
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Southmayd– Action #7
Proposed Action:	Develop a plan for the purchasing and installation of emergency barricades for temporary shutdown of roads that have running water across them, such as a permanent barricade with censors for high water and/or supplies such as a small water rescue kit.
BACKGROUND INFORMATION	
Site and Location:	Community-wide especially on Southmayd Road near Campbell residence
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injuries, fatalities and damages through education and awareness.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Southmayd– Action #8
Proposed Action:	Adopt and implement a program for clearing debris and routine inspections from drainage systems. To conduct clearing activities, the city would require purchasing/renting backhoe to help with drainage ditches, retention tanks, etc.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Mayor
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Local Codes

COMMENTS:
City would look to establish an MOU and/or pre-proposed contract for accessibility to additional equipment needs during severe weather events
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Southmayd– Action #9
Proposed Action:	Implement a flood awareness program by providing FEMA/NFIP materials and actively promote city residents to participate in the NFIP
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through education and awareness; Increase flood insurance coverage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Southmayd– Action #10
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities and critical infrastructure.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel), Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor / Police and Fire Dept.
Implementation Schedule:	Within 12-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Southmayd– Action #11
Proposed Action:	Purchase & install manual transfer switch between the GCEC & TXU grids in case power went out to help restore the water system.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel), Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Water Dept, City Council, Emergency Planning Team
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Southmayd– Action #12
Proposed Action:	Improve conditions at the pond/dam located northeast of Donee Drive: 1) Move road upstream of dam to prevent the road from being affected in case of overflow. 2) Buy property downstream the dam and raise the damn embankment so that it is safer
BACKGROUND INFORMATION	
Site and Location:	Donee Drive
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and City Council
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Southmayd– Action #13
Proposed Action:	Improve conditions at the pond located east of Katie Rose Lane. Conduct a study to develop options to decrease the erosion and flooding potential at the roadway crossing.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages due to erosion during flood events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and City Council
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

CITY OF TIOGA

	City of Tioga – Action #1
Proposed Action:	Assess current drainage system. Implement necessary improvement to increase and restore drainage capacity in an effort to reduce flood risk.
BACKGROUND INFORMATION	
Site and Location:	Community-wide drainage system
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through improved drainage capacity; Reduce risk of damages and injuries; Reduce emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$10,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Tioga– Action #2
Proposed Action:	Construct covered areas in order to protect city-owned vehicles, emergency response vehicles and other assets.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to critical infrastructure and assets. Ensures emergency response during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Mayor and Public Works Director
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Tioga– Action #3
Proposed Action:	Retrofit and Acquire and install generators with hard wired quick connections at all critical facilities and critical infrastructure including but not limited to utility services.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities including but not limited to: wastewater plant & water facilities, lift stations, well sites, pump stations, SCADA system and storage facilities.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Mayor and Public Works Director
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Tioga– Action #4
Proposed Action:	Implement a flood awareness program by providing FEMA/NFIP materials and actively promote city residents to participate in the NFIP.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through education and awareness; Increase flood insurance coverage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Mayor and Public Works Director
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Tioga– Action #5
Proposed Action:	Adopt and implement a routine tree trimming program that clears tree limbs near power lines and/or hanging in right-of-way; Remove dead trees from right-of way. Report any potential problem areas to power company.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure Education and Awareness.

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel), Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	On-going
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Tioga– Action #6
Proposed Action:	Dam Improvement: Spillway needs to be lowered to promote better drainage in areas the feed the dammed-up lake. Develop/provide additional means of egress.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity. Reduce risk residents through improved evacuation alternatives and awareness efforts
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Public Works Director
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

CITY OF TOM BEAN

	City of Tom Bean – Action #1
Proposed Action:	Install electronic water meters to track water usage and more accurately limit water use during times of drought.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1.2 million
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Water Department
Implementation Schedule:	Within 12 - 24 months of plan adoptions
Incorporation into Existing Plans:	Local Plans and Ordinances

COMMENTS:

	City of Tom Bean – Action #2
Proposed Action:	Assess current water storage utilities. Implement necessary upgrades and/or improvements based on assessment.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities. Ensure continuity of critical services during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1.2 million
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Water Department
Implementation Schedule:	Within 12 - 24 months of plan adoptions
Incorporation into Existing Plans:	Local Plans and Ordinances

COMMENTS:

	City of Tom Bean – Action #3
Proposed Action:	Assess current sewer system. Implement necessary upgrades and/or improvements to sewer lines based on assessment.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood water contamination; Reduce risk of surface water infiltration and sewage backup; Ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1.2 million
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Water Department
Implementation Schedule:	Within 12 - 24 months of plan adoptions
Incorporation into Existing Plans:	Local Plans and Ordinances

COMMENTS:

	City of Tom Bean – Action #4
Proposed Action:	Acquire tire chains for emergency response and city vehicles.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical and emergency response vehicles
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Ensure continuity of critical services and emergency response during and after a severe weather event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,00
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration, Public Works, Fire, Police
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:

	City of Tom Bean – Action #5
Proposed Action:	Assess city fire hydrants. Implement necessary upgrades and/or expansions based on assessment. Adopt and implement routine fire hydrant maintenance plan.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through routine maintenance of fire hydrants; Reduce risk of injury or damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new or existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Emergency Management and Fire Department
Implementation Schedule:	Within 24-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Tom Bean – Action #6
Proposed Action:	Install warning signage throughout the city.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	City Emergency Management
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		City of Tom Bean – Action #7
	Proposed Action:	Build community center/storm shelter for community residents during extreme weather events and for emergency response personnel.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in high-risk areas during extreme weather events. Ensure continuity of emergency response efforts during and after an event.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado, Thunderstorm Wind, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration, Fire Department
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Tom Bean – Action #8
Proposed Action:	Expand current storm warning siren system. Review and update current alert and warning procedures.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration, Fire Department
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Tom Bean – Action #9
Proposed Action:	Construct necessary storage to protect city vehicles and equipment.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical and emergency response vehicles
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Ensure continuity of critical services and emergency response during and after a severe weather event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration, Public Works, Fire, Police
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:

		City of Tom Bean – Action #10
	Proposed Action:	Retrofit and acquire and install generators with hard wired quick connections at all critical facilities.
	BACKGROUND INFORMATION	
	Site and Location:	County-wide critical facilities including but not limited to Public Works, Police Department, and Fire Department
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works, Police and Fire Departments
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Tom Bean – Action #11
Proposed Action:	Acquire ATV utility vehicle to access areas post disaster that most vehicles may not be able to travel.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promotes emergency response efforts.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Emergency Responders
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Tom Bean – Action #12
Proposed Action:	Acquire and install lightning resistor, arrestors, and/or grounding equipment to minimize lightning damage to critical facilities and emergency communications infrastructure.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Lightning
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works, Facilities, and Police
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Tom Bean – Action #13
Proposed Action:	Acquire and install cameras for wells and water system infrastructure.
BACKGROUND INFORMATION	
Site and Location:	Community-wide water system
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and monitoring.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness - Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Tom Bean – Action #14
Proposed Action:	Acquire and distribute NOAA weather radios.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Emergency Management
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		City of Tom Bean – Action #15
	Proposed Action:	Acquire and install SCADA for wastewater plant.
	BACKGROUND INFORMATION	
	Site and Location:	Wastewater Plant
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood water contamination. Ensure continuity of critical services. Promotes awareness and early warning by modeling and monitoring feedback, and then by turning on/off system motors, pumps, gates, etc.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Lightning, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Communication
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$300,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 24-60 months of plan adoption
Incorporation into Existing Plans:	Wastewater Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Tom Bean– Action #16
Proposed Action:	Construct covered areas or additional parking in order to protect city-owned vehicles, emergency response vehicles and other assets.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to critical infrastructure and assets. Ensures emergency response during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

		City of Tom Bean– Action #17
	Proposed Action:	Enforce mandatory water usage restrictions. Educate Public in water conservation.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communications
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Drought Contingency Plan

COMMENTS:

	City of Tom Bean– Action #18
Proposed Action:	Join the National Flood Insurance Program (NFIP).
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide access to flood insurance for local residents. Reduce flood risk and build resiliency.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communications
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

City of Tom Bean– Action #19	
Proposed Action:	Implement education and awareness program to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Coordinate and provide list of local activities with federal, state, and regional programs.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		City of Tom Bean– Action #20
	Proposed Action:	Implement burn bans.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through education and awareness programs; Reduce risk of damages and injuries.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor, Local Fire Department
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:

City of Tom Bean– Action #21	
Proposed Action:	Maintain a routine vehicle and equipment maintenance schedule.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Ensures emergency response during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Tom Bean– Action #22
Proposed Action:	Adopt and implement a routine tree trimming program that clears tree limbs near power lines and/or hanging in right-of-way; Remove dead trees from right-of way. Report any potential problem areas to power company. Encourage citizens to inspect tree limbs on their property and report potential problems to power company.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure; Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel), Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Tom Bean – Action #23
Proposed Action:	Coordinate local activities with federal, state, and regional programs.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved resources.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline(Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

CITY OF VAN ALSTYNE

	City of Van Alstyne – Action #1
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities including water wells, pump stations, and all wastewater lift stations.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration and Public Works
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Van Alstyne – Action #2
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities with focus on existing wastewater treatment plant.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration and Public Works
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Van Alstyne – Action #3
Proposed Action:	Develop a communication platform capable of notifying all citizens/customers instantaneously of water system failure or inability to maintain system pressure.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration and Public Works
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
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NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Van Alstyne – Action #4
Proposed Action:	Increase wastewater system capacity to accommodate increase in flows due to excessive infiltration and inflow.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damage impact on residents after a flood event; Reduce risk of sewage back-up in structures; Reduce risk of injury or illness to residents.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration and Public Works
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Wastewater Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Van Alstyne – Action #5
Proposed Action:	Provide storage capacity at existing wastewater treatment plant to accommodate larger flows during periods of heavy rain and flooding.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damage impact on residents after a flood event; Reduce risk of sewage back-up in structures; Reduce risk of injury or illness to residents.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration and Public Works
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Wastewater Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		City of Van Alstyne – Action #6
	Proposed Action:	Implement a city-wide drainage study and master plan to identify needed improvements. Implement improvements identified within study.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide flood hazard areas
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Improve risk assessment; reduce risk of damages or injuries through improved building standards; reduce risk of damages and injuries.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness; Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication, Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Planning, Adminstration and Public Works
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

		City of Van Alstyne – Action #7
	Proposed Action:	Develop an Emergency Operations Center with backup power and communication capabilities for the city emergency staff to manage and communicate during severe events and crisis.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide critical facilities
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Ensure continuity of critical services during and after event; Reduce risk of injury to emergency and critical personnel.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Fire, Police, and Emergency Management
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Van Alstyne – Action #8
Proposed Action:	Update and increase weather sirens to ensure adequate coverage is all areas of the community and city-limits.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Fire, Police, and Emergency Management
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Van Alstyne – Action #9
Proposed Action:	Acquire and add surge protectors at all municipal facilities, water well sites and wastewater treatment plant.
BACKGROUND INFORMATION	
Site and Location:	Community-wide municipal facilities, water well sites and wastewater treatment plant.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Lightning
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration and Public Works
Implementation Schedule:	Within 60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Van Alstyne – Action #10
Proposed Action:	Equip sewer manholes with watertight covers and inflow guards.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood water contamination; Reduce risk of surface water infiltration and sewage backup; Ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Wastewater Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Van Alstyne – Action #11
Proposed Action:	Require "safe rooms" to be added when constructing new schools, daycares, rest homes and critical care facilities.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in new critical facilities during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado, Thunderstorm Wind
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Administration and Planning
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes

COMMENTS:

	City of Van Alstyne – Action #12
Proposed Action:	Require standards for burial of electrical, telephone, cable lines and other utilities in new developments.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy (Power/Fuel)
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Administration and Planning
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Van Alstyne – Action #13
Proposed Action:	Bury existing utility lines.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy (Power/Fuel)
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$10,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration and Public Works, and Local Utility provider
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Van Alstyne – Action #14
Proposed Action:	Adopt and implement a program for clearing debris from bridges, drains, and culverts.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Streets Department
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

		City of Van Alstyne – Action #15
	Proposed Action:	Upgrade undersized stormwater drains and culverts.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide drainage system
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages through improved drainage capacity; Reduce risk of injuries to citizens; Reduce burden on emergency services during and after a flood event.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration, Public Works and Planning
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan; Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Van Alstyne – Action #16
Proposed Action:	Adopt and implement routine fire hydrant maintenance plan.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through routine maintenance of fire hydrants; Reduce risk of injury or damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new or existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff Time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	City Public Works and Fire
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	CWPP

COMMENTS:

	City of Van Alstyne – Action #17
Proposed Action:	Install fire danger rating / burn ban signs.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of wildfires and the spread of wildfire through improved development practices and building requirements/restrictions.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff Time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Public Works and Fire
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:

	City of Van Alstyne – Action #18
Proposed Action:	Install warning signs at hazardous bridges and roadways subject to flooding and ice
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries on roadways and bridges during winter storm events through education and awareness programs; Reduce demand on emergency response during winter storms.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Grayson County OEM, Public Works
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Van Alstyne – Action #19
Proposed Action:	Grounding to all municipal facilities.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Lightning
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy (Power/Fuel)
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$10,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administration
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Capital Improvement Plan

COMMENTS:

	City of Van Alstyne – Action #20
Proposed Action:	Amend subdivision ordinance to require emergency weather sirens.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to residents through improved codes.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$250,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Administration and Planning
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances; Capital Improvement Plan

COMMENTS:

	City of Van Alstyne – Action #21
Proposed Action:	Amend subdivision ordinance to require two points of access.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to residents through improved evacuation alternatives; improve firefighting capabilities through improved access alternatives.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Wildfire, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$250,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Administration and Planning
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances; Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Van Alstyne – Action #22
Proposed Action:	Amend local ordinance to require penalties for inflow and infiltration violations.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to residents through improved evacuation alternatives; improve firefighting capabilities through improved access alternatives.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations; Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Administration and Planning
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances; Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Van Alstyne – Action #23
Proposed Action:	Amend building code to require for enhanced bracing standards for homes.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to structures and infrastructure; Reduce risk of injuries or fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Administration and Planning
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:

	City of Van Alstyne – Action #24
Proposed Action:	Sponsor a citizen education program to inform public of the benefits of inspecting their property for overhanging tress limbs on aerial power lines and reporting potential problems to power company to avoid loss of power due to broken limbs pulling down power lines during extreme weather events
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$10,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator and Utility Provider
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety. Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Van Alstyne – Action #25
Proposed Action:	Implement and continue to conduct outreach and public education on hazard awareness and mitigation techniques via news articles, social media, and community presentations. Advise residents of storage for necessary supplies such as food and water.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$20,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire Chief and Emergency Management
Implementation Schedule:	Annually
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		City of Van Alstyne – Action #26
	Proposed Action:	Acquire radar and proper equipment.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of injury and fatalities. Ensure continuity of critical services and emergency response during extreme weather events.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Fire, Police and Emergency Management
Implementation Schedule:	Within 36-60 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

CITY OF WHITESBORO

	City of Whitesboro– Action #1
Proposed Action:	Upgrade existing radio system for Utilities, Fire, EMS, and Police.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator and Police / Fire Chief
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Whitesboro– Action #2
Proposed Action:	Harden/retrofit critical facilities to hazard-resistant levels such as metal roofing and to protect city equipment/vehicles.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to emergency and critical personnel. Ensures emergency response.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator and Head of each Department
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

City of Whitesboro– Action #3	
Proposed Action:	Adopt and implement code/requirement that new construction install high quality metal roof systems.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to emergency and critical personnel.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$20,000 per structure
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Local Codes

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

City of Whitesboro– Action #4	
Proposed Action:	Adopt and implement a drought and water conservation plan.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of property damages, injuries, and fatalities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communications
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Drought Contingency Plan

COMMENTS:

	City of Whitesboro– Action #5
Proposed Action:	Incorporate drought tolerant or xeriscape practices into landscape ordinances to reduce dependence on irrigation,
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities. Reduce risk to vulnerable populations during drought restriction ensuring access to potable water.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communications
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	City Administrator
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Drought Contingency Plan

COMMENTS:

	City of Whitesboro– Action #6
Proposed Action:	Maintaining and clearing existing storm drainage infrastructure and waterways.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$50,000 - $100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Whitesboro– Action #7
Proposed Action:	Extension of Fourth Street to improve traffic and drainage capabilities East of Union Street.
BACKGROUND INFORMATION	
Site and Location:	Fourth Street and East of Union Street
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages caused by flooding by maintaining or restoring drainage capacity.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Whitesboro– Action #8
Proposed Action:	Incorporate higher standards for hazard resistance in local application of the building code and enforcement of existing ordinances and building codes.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to structures through improved construction techniques; Reduce recovery efforts for the community after an event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Communication
Effect on New/Existing Buildings:	Reduce risk to new and existing structures
Priority (High, Moderate, Low):	Low
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Code Enforcement, Building Inspector, Police Chief
Implementation Schedule:	Within 12 months of plan adoption.
Incorporation into Existing Plans:	Local Codes / Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Whitesboro– Action #9
Proposed Action:	Implement education and awareness program to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damage.
Type of Action*:* (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Police Chief
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Whitesboro– Action #10
Proposed Action:	Maintain a routine vehicle and equipment maintenance schedule.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Ensures emergency response during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Mechanic, Heads of Departments
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Whitesboro– Action #11
Proposed Action:	Adopt and implement a routine tree trimming program that clears tree limbs near power lines and/or hanging in right-of-way; Remove dead trees from right-of way and drainage systems on a scheduled basis Encourage citizens to inspect tree limbs on their property and report potential problems to power company.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure; Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security; Communication
Effect on New/Existing Buildings:	Reduce risk to existing and future structures
Priority (High, Moderate, Low):	Low
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator and Electrical Superintendent
Implementation Schedule:	Conducted throughout City on a 5-year cycle
Incorporation into Existing Plans:	Maintenance Plan

COMMENTS:

	City of Whitesboro– Action #12
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities and critical infrastructure (i.e. Fire Stations, Wells, Lift Stations, and Public Safety Facilities).
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel), Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator
Implementation Schedule:	On-going
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Whitesboro– Action #13
Proposed Action:	Promote and educate the public on the need for grounding of electrical power lines for residential structures.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promotes hazard awareness and mitigation techniques. Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce risk of injuries or fatalities to vulnerable population.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Whitesboro– Action #14
Proposed Action:	Precipitation clearing and granular material applications to primary road surfaces. Adopt and implement a plan to remove the granular material from the primary roadway services.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator, Street Superintendent, Police Chief
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Whitesboro– Action #15
Proposed Action:	Install and increase outdoor warning sirens to ensure adequate coverage is all areas of the community and city-limits.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator and Police / Fire Chief
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

City of Whitesboro– Action #16	
Proposed Action:	Construct a shelter and/or harden/retrofit existing building(s) to operate as shelters during extreme weather events.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$500,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Administrator and Police / Fire Chief
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

CITY OF WHITEWRIGHT

	City of Whitewright – Action #1
Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for residents.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Whitewright Administration and Emergency Management
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Whitewright – Action #2
Proposed Action:	Acquire and distribute NOAA weather radios.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Whitewright Administration and Emergency Management
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Whitewright – Action #3
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Whitewright Public Works
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Whitewright – Action #4
Proposed Action:	Obtain certification in the Nation Weather Service StormReady Program.
BACKGROUND INFORMATION	
Site and Location:	County-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Thunderstorm Wind, Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Whitewright Administration and Emergency Management
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	City of Whitewright – Action #5
Proposed Action:	Restrict future development in high-risk areas.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages to new structures and infrastructure through building restrictions in high-risk areas.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	$2,500
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Whitewright Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes/Ordinances

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Whitewright – Action #6
Proposed Action:	Require "safe rooms" to be added when constructing new schools, daycares, rest homes and critical care facilities.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in new critical facilities during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Tornado, Thunderstorm Wind
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Whitewright Administration
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes

COMMENTS:

	City of Whitewright – Action #7
Proposed Action:	Adopt and implement routine fire hydrant maintenance plan.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through routine maintenance of fire hydrants; Reduce risk of injury or damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations; Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new or existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Whitewright Fire Department
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Whitewright – Action #8
Proposed Action:	Install fire danger rating/burn ban signs.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through education and awareness programs; Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue
Lead Agency/Department Responsible:	Whitewright Fire Department
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Whitewright – Action #9
Proposed Action:	Educate citizens on mitigation measures to prevent frozen pipes; Educate homeowners on carbon monoxide monitors/alarms
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages and injuries through mitigation education and awareness.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$5,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Whitewright Administration and Emergency Management
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Whitewright – Action #10
Proposed Action:	Build safe room shelters throughout the jurisdiction so that residents can reach shelter in less than five minutes.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in high-risk areas during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Whitewright Administration and Emergency Management
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan; Capital Improvement Plan

COMMENTS:

	City of Whitewright– Action #11
Proposed Action:	Construct covered areas in order to protect city-owned vehicles, emergency response vehicles and other assets.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to critical infrastructure and assets. Ensures emergency response during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Public Works Director
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	City of Whitewright– Action #12
Proposed Action:	Adopt and implement a routine tree trimming program that clears tree limbs near power lines and/or hanging in right-of-way; Remove dead trees from right-of way and drainage systems on a scheduled basis Encourage citizens to inspect tree limbs on their property and report potential problems to power company.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of services during and after event; Reduce damages associated with power outages; Reduce risk of injuries or fatalities to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure; Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security; Communication
Effect on New/Existing Buildings:	Reduce risk to existing and future structures
Priority (High, Moderate, Low):	Low
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Public Works Director
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Maintenance Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

		City of Whitewright– Action #13
	Proposed Action:	Clearing and rechannelization existing creeks to ensure adequate drainage/diversion of stormwater
	BACKGROUND INFORMATION	
	Site and Location:	Subdivision privately owned properties along a line from Highway 160 to Highway 11.
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages through improved drainage capacity/stormwater diversion; Reduce risk of injuries to citizens; Reduce burden on emergency services during and after a flood event
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Public Works Director
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

	City of Whitewright– Action #14
Proposed Action:	Join NFIPs Community Rating System Program. (NFIP)
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood insurance premiums for local residents; Reduce flood risk and build resiliency.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	Reduce risk to existing and future structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor and Public Works Director
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Floodplain Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Whitewright– Action #15
Proposed Action:	Implement a flood awareness program by providing FEMA/NFIP materials and actively promote city residents to participate in the NFIP.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce flood risk through education and awareness; Increase flood insurance coverage.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$3,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor and Public Works Director
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Whitewright– Action #16
Proposed Action:	Establish and maintain burn bans.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk and spread of wildfires through education and awareness programs; Reduce risk of damages and injuries.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Mayor and Fire Chief
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	City of Whitewright– Action #17
Proposed Action:	Maintain a routine vehicle and city-owned equipment maintenance schedule.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Ensures emergency response during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$5,000
Potential Funding Sources:	Local Funds (staff time)
Lead Agency/Department Responsible:	Public Works Director
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		City of Whitewright– Action #18
	Proposed Action:	Promote grounding of electrical power lines for critical facilities and infrastructure.
	BACKGROUND INFORMATION	
	Site and Location:	Community-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce risk of injuries or fatalities to vulnerable population
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Medium
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	Mayor and Public Works Director
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Whitewright– Action #19
Proposed Action:	Install and increase outdoor warning sirens to ensure adequate coverage is all areas of the community and city-limits.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High / Medium
Estimated Cost:	$100,000
Potential Funding Sources:	Local Department Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TAMFS, TDA, TDEM, TWDB, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, CDC, DOH, EDA, EPA, HUD, NFIP, NFWF, NOAA, NRCS, SBA, USACE, USDA, USFS, USFWS
Lead Agency/Department Responsible:	City Manager, Public Works Director, Fire and Police Chief
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

BELL ISD

		Bell ISD – Action #1
	Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students, faculty, and parents of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for parents, students, and faculty.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		Bell ISD – Action #2
	Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

		Bell ISD – Action #3
	Proposed Action:	Construct safe rooms within the district to FEMA construction guidelines.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide campuses
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter in high-risk areas during extreme weather events. Reduce risk of injuries and fatalities to students and faculty.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Bell ISD Administration
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Bell ISD– Action #4
Proposed Action:	Install cover walkways or canopies throughout district during extreme heat events.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Bell ISD Administration and Maintenance
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Bell ISD– Action #5
Proposed Action:	Implement a program for clearing debris throughout campus locations, including assessment and removal trees / limbs that could impact district during a severe weather event.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Thunderstorm Wind, Hail, Lightning, Tornado, Winter Storm, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Bell ISD Administration and Maintenance
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty.

	Bell ISD– Action #6
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Bell ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	Bell ISD– Action #7
Proposed Action:	Harden/retrofit critical facilities to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Bell ISD Administration and Maintenance
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty.

		Bell ISD– Action #8
	Proposed Action:	Install lightning protection for existing and future infrastructure and critical facilities.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide campuses
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Lightning
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$500,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Bell ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

		Bell ISD– Action #9
	Proposed Action:	Mitigate pavement throughout district to prevent cracking and potholes due to thawing and re-freezing.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide campuses
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk property damage and risk of injuries to students and faculty.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing infrastructures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$500,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Bell ISD Administration and Maintenance
Implementation Schedule:	Within 36-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Bell ISD – Action #10
Proposed Action:	Adopt and implement program to insulate outdoor pipes at critical and public buildings.
BACKGROUND INFORMATION	
Site and Location:	District-wide facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages at school buildings resulting from freezing temperatures; Ensure continuity of services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$10,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Bell ISD Administration and Maintenance
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Bell ISD – Action #11
Proposed Action:	Develop alternative evacuation route within district.
BACKGROUND INFORMATION	
Site and Location:	District-wide, primarily looking at area on backside of district to create alternative route.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	District only has one thoroughfare for evacuation which is on FM 1897, a major trucking route, causing difficulties in ensuring prompt evacuation during extreme weather events. Reduces injury and fatalities to faculty and students. Reduce risk through improved evacuation alternatives and awareness efforts.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire, Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Bell ISD Administration, City of Bell, and TXDOT
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Evacuation Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

COLLINSVILLE ISD

		Collinsville ISD – Action #1
	Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students, faculty, and parents of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for parents, students, and faculty.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect student and faculty from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Collinsville ISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Collinsville ISD – Action #2
Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Collinsville ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Collinsville ISD – Action #3
Proposed Action:	Construct safe rooms within the district to FEMA construction guidelines.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter in high-risk areas during extreme weather events. Reduce risk of injuries and fatalities to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Collinsville ISD Administration
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Collinsville ISD– Action #4
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Collinsville ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	Collinsville Action #5
Proposed Action:	Harden/retrofit critical facilities to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Collinsville ISD Administration and Maintenance
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty.

DENISON ISD

		Denison ISD – Action #1
	Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students, faculty, and parents of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for parents, students, and faculty.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Denison ISD – Action #2
Proposed Action:	Identify flood-prone and repetitive loss properties and implement actions to reduce or eliminate flooding at identified properties.
BACKGROUND INFORMATION	
Site and Location:	Denison ISD Facilities & Transportation 3906 South S.H. 91 (Texoma Parkway), Denison, Texas 75020
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of damages or injuries through flood mitigation at high-risk structures; Reduce the need for emergency response in high-risk areas; Reduce repetitive flood losses/claims; Reduce community recovery efforts and costs.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Denison ISD Administration
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to student and faculty.

	Denison ISD – Action #3
Proposed Action:	Build safe room shelters at all campuses to ensure students can shelter in place within 5 minutes for all instructional facilities.
BACKGROUND INFORMATION	
Site and Location:	Scott Middle School, 1901 S Mirick Ave, Denison, TX 75020 B.McDaniel Intermediate, 400 S Lillis Ln, Denison, TX 75020 Administration, 1201 S. Rusk - Denison, Texas 75020
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide for safe space during catastrophic weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Denison ISD Administration
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Denison ISD – Action #4
Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Denison ISD – Action #5
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	Denison ISD – Action #6
Proposed Action:	Harden/retrofit campus buildings to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to faculty and students.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to faculty and students.

GUNTER ISD

		Gunter ISD – Action #1
	Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students, faculty, and parents of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for parents, students, and faculty.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

		Gunter ISD – Action #2
	Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Gunter ISD – Action #3
Proposed Action:	Construct safe rooms within the district to FEMA construction guidelines.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter in high-risk areas during extreme weather events. Reduce risk of injuries and fatalities to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Gunter ISD Administration
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Gunter ISD– Action #4
Proposed Action:	Install cover walkways or canopies throughout district during extreme heat events.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Gunter ISD Administration and Maintenance
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Gunter ISD – Action #5
Proposed Action:	Implement a program for clearing debris throughout campus locations, including assessment and removal trees / limbs that could impact district during a severe weather event.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Thunderstorm Wind, Hail, Lightning, Tornado, Winter Storm, Wildfire
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Gunter ISD Administration and Maintenance
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty.

	Gunter ISD – Action #6
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Gunter ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	Gunter ISD – Action #7
Proposed Action:	Harden/retrofit critical facilities to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Gunter ISD Administration and Maintenance
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty.

	Gunter ISD – Action #8
Proposed Action:	Install lightning protection for existing and future infrastructure and critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages to infrastructure; Ensure continuity of critical services during and after event; Reduce damages associated with power outages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Lightning
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	$500,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Gunter ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Gunter ISD – Action #9
Proposed Action:	Assess current district drainage system. Make necessary upgrades/improvements to ensure proper drainage of floodwaters.
BACKGROUND INFORMATION	
Site and Location:	Drainage system within high/middle school area
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages through improved drainage capacity; Reduce risk of injuries to faculty and students; Reduce burden on emergency services during and after a flood event.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Gunter ISD Administration and Maintenance, City of Gunter
Implementation Schedule:	Within 24-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects district and reduces risk of flooding.

HOWE ISD

		Howe ISD – Action #1
	Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students, faculty, and parents of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for parents, students, and faculty.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Howe ISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Howe ISD – Action #2
Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Howe ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Howe ISD – Action #3
Proposed Action:	Construct safe rooms within the district to FEMA construction guidelines; will also serve as multi-purpose community centers.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter in high-risk areas during extreme weather events. Reduce risk of injuries and fatalities to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Howe ISD Administration
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Howe ISD– Action #4
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Howe ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	Howe ISD - Action #5
Proposed Action:	Harden/retrofit critical facilities to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Howe ISD Administration and Maintenance
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty.

POTTSBORO ISD

	Pottsboro ISD – Action #1
Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Pottsboro ISD – Action #2
Proposed Action:	Harden/retrofit campus buildings to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to faculty and students.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty.

		Pottsboro ISD – Action #3
	Proposed Action:	Develop and build new Pottsboro ISD facilities that function as a community-wide FEMA approved disaster Safe Room.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide campuses 1 Middle School Gym (plans in development) 6 additional classrooms at the high school (plans in development)
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter in high-risk areas during extreme weather events. Reduce risk of injuries and fatalities to students and faculty.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$2,093,300 – middle school $1,839,000 – high school
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Superintendent, Building Contractors
Implementation Schedule:	Within 24-60 months of plan adoption
Incorporation into Existing Plans:	Hazard Mitigation Plan

COMMENTS:

	Pottsboro ISD – Action #4
Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students and faculty of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promotes hazard awareness and protect students and faculty from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$10,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Hazard Mitigation Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Pottsboro ISD – Action #5
Proposed Action:	Install cover walkways or canopies throughout district during extreme heat events.
BACKGROUND INFORMATION	
Site and Location:	Middle School: Front Canopy 1250 SF Gym Canopy 1220 SF Art Canopy 400 SF Elementary School Canopy (2000 SF)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$100 a square foot for middle school canopies $150 a square foot for elementary school canopy
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Pottsboro ISD – Action #6
Proposed Action:	Mitigate pavement throughout district to prevent cracking and potholes due to thawing and re-freezing.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses, emphasis on middle school campus
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk property damage and risk of injuries to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing infrastructures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$500,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Administration and Maintenance
Implementation Schedule:	Within 36-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

		Pottsboro ISD – Action #7
	Proposed Action:	Develop alternative evacuation route within district.
	BACKGROUND INFORMATION	
	Site and Location:	Elementary and middle school campuses
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	District only has one thoroughfare for evacuation for both elementary and middle school campuses. Having an alternative route will ensure prompt evacuation during extreme weather events. Reduces injury and fatalities to faculty and students. Reduce risk through improved evacuation alternatives and awareness efforts.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Wildfire, Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM, TXDOT; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Administration, City of Pottsboro, and TXDOT
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	Evacuation Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

S&S CISD

	S&S CISD – Action #1
Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	S&S CISD – Action #2
Proposed Action:	Construct safe rooms within the district to FEMA construction guidelines; will also serve as multi-purpose community centers.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter in high-risk areas during extreme weather events. Reduce risk of injuries and fatalities to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	S&S CISD Administration
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	S&S CSD– Action #3
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	S&S CISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	S&S CID – Action #4
Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to faculty, students, and parents of hazards that can threaten the district and mitigation measures the school will take to reduce injuries, fatalities, and property damages.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Hurricane, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	S&S CISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

SHERMAN ISD

		Sherman ISD – Action #1
	Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students, faculty, and parents of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for parents, students, and faculty.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Sherman ISD – Action #2
Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Sherman ISD – Action #3
Proposed Action:	Acquire and distribute NOAA weather radios.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Sherman ISD Administration and Safety/Security
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Sherman ISD – Action #4
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Sherman ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

TIOGA ISD

		Tioga ISD – Action #1
	Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students, faculty, and parents of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for parents, students, and faculty.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Tioga ISD – Action #2
Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Tioga ISD– Action #3
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Tioga ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

		Tioga ISD – Action #4
	Proposed Action:	Assess current flood and drainage issues within district. Implement necessary flood mitigation measures and/or rechannelization to prevent further damage from stormwater.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk of flood damages through improved drainage capacity/stormwater diversion; Reduce risk of injuries to students and faculty; Reduce burden on emergency services during and after a flood event.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$3,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Tioga ISD Administration and Maintenance
Implementation Schedule:	Within 24-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

TOM BEAN ISD

	Tom Bean ISD – Action #1
Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Tom Bean ISD – Action #2
Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students, faculty, and parents of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for parents, students, and faculty.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Tom Bean ISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Tom Bean ISD – Action #3
Proposed Action:	Develop and build and/or retrofit an ISD facility that functions as a community-wide FEMA approved disaster Safe Room.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to citizens by providing shelter in high-risk areas during extreme weather events. Reduce risk of injuries and fatalities to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Tom Bean ISD Administration
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Tom Bean ISD– Action #4
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Tom Bean ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	Tom Bean ISD - Action #5
Proposed Action:	Acquire and distribute NOAA weather radios to all campus locations and administrative office locations.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Tom Bean ISD Administration and Safety/Security
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty.

VAN ALSTYNE ISD

		Van Alstyne ISD – Action #1
	Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students and faculty of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for residents.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Van Alstyne ISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Van Alstyne ISD – Action #2
Proposed Action:	Acquire and distribute NOAA weather radios.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty through improved communications and early warning.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Van Alstyne ISD Administration
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Van Alstyne ISD – Action #3
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Energy (Power/Fuel)
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Van Alstyne ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	Van Alstyne ISD – Action #4
Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Van Alstyne ISD Administration and Maintenance
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Van Alstyne ISD – Action #5
Proposed Action:	Develop and implement water monitoring system to detect leaks and monitor local water supplies to conserve water for drought seasons.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities. Ensure adequate water supply to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to new and existing structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Van Alstyne ISD Administration and Maintenance
Implementation Schedule:	Within 24-36 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Van Alstyne ISD – Action #6
Proposed Action:	Build a new hazard-resistant building.
BACKGROUND INFORMATION	
Site and Location:	District PD/Public Safety Facility.
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Grayson County Public Works, OEM
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan; Capital Improvement Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty.

WHITESBORO ISD

		Whitesboro ISD – Action #1
	Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students, faculty, and parents of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for parents, students, and faculty.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Whitesboro ISD – Action #2
Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Whitesboro ISD – Action #3
Proposed Action:	Construct safe rooms within the district to FEMA construction guidelines; will also serve as multi-purpose community centers.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses such as gym, cafeteria, or auditorium)
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter in high-risk areas during extreme weather events. Reduce risk of injuries and fatalities to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Whitesboro ISD Administration
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Whitesboro ISD – Action #4
Proposed Action:	Harden/retrofit critical facilities to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	District-wide campus facilities
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Whitesboro ISD Administration
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty.

	Whitesboro ISD– Action #5
Proposed Action:	Install cover walkways or canopies throughout district during extreme heat events.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter during extreme weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Whitesboro ISD Administration and Maintenance
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Whitesboro ISD– Action #6
Proposed Action:	Implement a program for clearing debris throughout campus locations, including assessment and removal trees / limbs that could impact district during a severe weather event.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses and 50 acres of land across from middle school campus
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at critical facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to emergency and critical personnel.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Thunderstorm Wind, Hail, Lightning, Tornado, Winter Storm, Wildfire
Community Lifeline(Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000 (annually)
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Whitesboro ISD Administration and Maintenance
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty

	Whitesboro ISD– Action #7
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Whitesboro ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

WHITEWRIGHT ISD

		Whitewright ISD – Action #1
	Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate students, faculty, and parents of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages. Include links to weather alerts and departmental phone listings with contact personnel for parents, students, and faculty.
	BACKGROUND INFORMATION	
	Site and Location:	District-wide
	Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect students and faculty from potential injuries and damages.
	Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Communication
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$5,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Whitewright ISD Administration
Implementation Schedule:	Within 12 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Promotes public safety.

	Whitewright ISD – Action #2
Proposed Action:	Upgrade ISD campuses to include drought mitigation measures such as greywater reuse systems, and drought tolerant landscaping.
BACKGROUND INFORMATION	
Site and Location:	District-wide
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$50,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Whitewright ISD Administration and Maintenance/Operations
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

	Whitewright ISD – Action #3
Proposed Action:	Construct safe rooms within the district to FEMA construction guidelines; will also serve as multi-purpose community centers.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce risk to students and faculty by providing shelter in high-risk areas during extreme weather events. Reduce risk of injuries and fatalities to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on New/Existing Buildings:	N/A
Priority (High, Moderate, Low):	Low
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Whitewright ISD Administration
Implementation Schedule:	Within 36 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

	Whitewright ISD – Action #4
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security, Energy
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Whitewright ISD Administration and Maintenance
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	Whitewright ISD – Action #5
Proposed Action:	Harden/retrofit critical facilities to hazard-resistant levels.
BACKGROUND INFORMATION	
Site and Location:	District-wide campuses
Risk Reduction Benefit: (Current Cost/Losses Avoided)	Reduce damages at campus facilities; Ensure continuity of critical services during and after event; Reduce risk of injury to students and faculty.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline: (Safety/Security, Food, Water Shelter, Health/Medical, Energy (Power/Fuel), Communication, Transportation, Hazardous Materials)	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	$1,000,000
Potential Funding Sources:	Local District Budget, Staff time, Bonds, Tax Revenue; State Grants: GLO, TDEM; Federal Grants: FEMA HMA Grants, CDBG, DOH, HUD, NOAA, SBA
Lead Agency/Department Responsible:	Whitewright ISD Administration and Maintenance
Implementation Schedule:	Within 24-48 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects infrastructure, reduces cost of reparation, and prevents injury to students and faculty.



SECTION 18
PLAN MAINTENANCE

SECTION 18: PLAN MAINTENANCE

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PLAN MAINTENANCE PROCEDURES

The following is an explanation of how the participating jurisdictions within Grayson County, and the general public will be involved in implementing, evaluating, and enhancing the Plan over time. When the plan is discussed in all maintenance procedures it includes mitigation actions and hazard assessments. The sustained hazard mitigation planning process consists of four main parts:

- Incorporation
- Monitoring and Evaluation
- Updating
- Continued Public Involvement

INCORPORATION

Participating jurisdictions within Grayson County will be responsible for further development and implementation of mitigation actions. Each action has been assigned to a specific department within the participating jurisdictions. The following describes the process by which participating jurisdictions will incorporate elements of the mitigation plan into other planning mechanisms.

PROCESS OF INCORPORATION

Once the Plan Update is adopted, participating jurisdictions within Grayson County will implement actions based on priority and the availability of funding. The Planning Area currently implements policies and programs to reduce loss to life and property from hazards. The mitigation actions developed for this Plan Update enhance this ongoing effort and will be implemented through other program mechanisms where possible.

The potential funding sources listed for each identified action may be used when the jurisdiction seeks funds to implement actions. An implementation time period or a specific implementation date has been assigned to each action as an incentive for completing each task and gauging whether actions are implemented in a timely manner.

Participating jurisdictions within Grayson County will integrate implementation of their mitigation actions with other plans and policies such as construction standards and emergency management plans, and ensure that these actions, or proposed projects, are reflected in other planning efforts.

SECTION 18: PLAN MAINTENANCE

Coordinating and integrating components of other plans and policies into goals and objectives of the Plan Update will further maximize funding and provide possible cost-sharing of key projects, thereby reducing loss of lives and property and mitigating hazards affecting the area.

Upon formal adoption of the Plan Update, planning team members from each participating jurisdiction will work to integrate the hazard mitigation strategies into other plans and codes as they are developed. Participating team members will conduct periodic reviews of plans and policies, once per year at a minimum, and analyze the need for revisions in light of the approved Plan. The planning team will review all comprehensive land use plans (applicable jurisdictions only), capital improvement plans (applicable jurisdictions only), annual budget reviews, emergency operations or management plans, and transportation plans (applicable jurisdictions only) to guide and control development. Participating jurisdictions will ensure that capital improvement planning (applicable jurisdictions only) in the future will also contribute to the goals of this hazard mitigation Plan Update to reduce the long-term risk to life and property from all hazards. Within one year of formal adoption of the hazard mitigation Plan Update, existing planning mechanisms will be reviewed by each jurisdiction.

Grayson County is committed to supporting the participating jurisdictions as they implement their mitigation actions. Planning team members will review and revise, as necessary, the long-range goals and objectives in strategic plan and budgets to ensure that they are consistent with this mitigation action plan. Additionally, the Planning Area will work to advance the goals of this hazard mitigation plan through its routine, ongoing, long-range planning, budgeting, and work processes.

Table 18-1 identifies types of planning mechanisms and examples of methods for incorporating the Plan Update into other planning efforts. The team members, listed in Table 18-2 below, will be responsible for the review of these planning mechanisms and their incorporation of the plan, with the exception of the Floodplain Management Plans; the jurisdictions who have a Floodplain Administrator on staff will be responsible for incorporating the plan when floodplain management plans are updated or new plans are developed.

Table 18-1. Methods of Incorporation of the Plan

PLANNING MECHANISM	DEPARTMENT / TITLE RESPONSIBLE	INCORPORATION OF PLAN
Annual Budget Review	Grayson County: EMC City of Bells: Chief of Police City of Collinsville: City Administrator's Assistant City of Denison: City Clerk City of Dorchester: Mayor City of Gunter: City Manager City of Howe: City Administrator City of Knollwood: City Secretary City of Pottsboro: EMC City of Sadler: EMC City of Sherman: EMC City of Southmayd: Chief of Police City of Tioga: Chief of Police City of Tom Bean: City Secretary	Various departments and key personnel that participated in the planning process for participating jurisdictions within Grayson County will review the Plan and mitigation actions therein when conducting their annual budget review. Allowances will be made in accordance with grant applications sought, and mitigation actions that will be undertaken, according to the implementation schedule of the specific action.

PLANNING MECHANISM	DEPARTMENT / TITLE RESPONSIBLE	INCORPORATION OF PLAN
	City of Van Alstyne: EMC City of Whitesboro: EMC City of Whitewright: Director of Public Works Bell ISD: ISD Chief of Police Collinsville ISD: School Resource Officer Denison ISD: Assistant Superintendent Gunter ISD: Chief Operations Officer Howe ISD: ISD Chief of Police Pottsboro ISD: Assistant Superintendent S&S CISD: Director of Support Services Sherman ISD: Director of Safety Tioga ISD: School Board President Tom Bean ISD: Assistant Superintendent Van Alstyne ISD: Director of Safety and Security Whitesboro ISD: ISD Chief of Police Whitewright ISD: ISD Chief of Police	
Capital Improvement Plans	City of Bells: Chief of Police City of Collinsville: City Administrator's Assistant City of Denison: City Clerk City of Gunter: City Manager City of Howe: City Administrator City of Knollwood: City Secretary City of Pottsboro: EMC City of Sadler: EMC City of Sherman: EMC City of Tioga: Chief of Police City of Van Alstyne: EMC City of Whitewright: Director of Public Works Gunter ISD: Chief Operations Officer S&S CISD: Director of Support Services	Several participating jurisdictions within Grayson County have a Capital Improvement Plan (CIP) in place or under development. Prior to any revisions to the CIP, County, City, and ISD departments will review the risk assessment and mitigation strategy sections of the HMAP, as limiting public spending in hazardous zones is one of the most effective long-term mitigation actions available to local governments.

PLANNING MECHANISM	DEPARTMENT / TITLE RESPONSIBLE	INCORPORATION OF PLAN
	Sherman ISD: Director of Safety Tioga ISD: School Board President Tom Bean ISD: Assistant Superintendent Van Alstyne ISD: Director of Safety and Security	
Comprehensive Plans	City of Bells: Chief of Police City of Collinsville: City Administrator's Assistant City of Denison: City Clerk City of Dorchester: Mayor City of Gunter: City Manager City of Howe: City Administrator City of Knollwood: City Secretary City of Pottsboro: EMC City of Sadler: EMC City of Sherman: EMC City of Tioga: Chief of Police City of Van Alstyne: EMC City of Whitesboro: EMC City of Whitewright: Director of Public Works Gunter ISD: Chief Operations Officer S&S CISD: Director of Support Services Tioga ISD: School Board President Tom Bean ISD: Assistant Superintendent Van Alstyne ISD: Director of Safety and Security	Several participating jurisdictions within Grayson County have Long-term Comprehensive Development Plans in place. Since comprehensive plans involve developing a unified vision for a community, the mitigation vision and goals of the Plan will be reviewed in the development or revision of a Comprehensive Plan.
Floodplain Management Plans	Grayson County: Floodplain Administrator City of Collinsville: Floodplain Administrator City of Denison: Floodplain Administrator City of Gunter: Floodplain Administrator City of Howe: Floodplain Administrator City of Pottsboro: Floodplain Administrator	Floodplain management plans include preventative and corrective actions to address the flood hazard. Therefore, the actions for flooding and information found in Section 9 of this Plan Update discussing the people and property at risk to flood will be reviewed and revised when participating jurisdictions within Grayson County update their management plans or develops new plans.

PLANNING MECHANISM	DEPARTMENT / TITLE RESPONSIBLE	INCORPORATION OF PLAN
	City of Sherman: Floodplain Administrator City of Southmayd: Floodplain Administrator City of Tioga: Floodplain Administrator City of Van Alstyne: Floodplain Administrator City of Whitewright: Floodplain Administrator	
Grant Applications	Grayson County: EMC City of Bells: Chief of Police City of Collinsville: City Administrator's Assistant City of Denison: City Clerk City of Dorchester: Mayor City of Gunter: City Manager City of Howe: City Administrator City of Knollwood: City Secretary City of Pottsboro: EMC City of Sadler: EMC City of Sherman: EMC City of Southmayd: Chief of Police City of Tioga: Chief of Police City of Tom Bean: City Secretary City of Van Alstyne: EMC City of Whitesboro: EMC City of Whitewright: Director of Public Works Bell ISD: ISD Chief of Police Collinsville ISD: School Resource Officer Denison ISD: Assistant Superintendent Gunter ISD: Chief Operations Officer Howe ISD: ISD Chief of Police Pottsboro ISD: Assistant Superintendent S&S CISD: Director of Support Services Sherman ISD: Director of Safety Tioga ISD: School Board President	The Plan will be evaluated by participating jurisdictions within Grayson County when grant funding is sought for mitigation projects. If a project is not in the Plan Update, a Plan Revision may be necessary to include the action in the Plan.

PLANNING MECHANISM	DEPARTMENT / TITLE RESPONSIBLE	INCORPORATION OF PLAN
	Tom Bean ISD: Assistant Superintendent Van Alstyne ISD: Director of Safety and Security Whitesboro ISD: ISD Chief of Police Whitewright ISD: ISD Chief of Police	
Regulatory Plans	Grayson County: EMC City of Bells: Chief of Police City of Collinsville: City Administrator's Assistant City of Denison: City Clerk City of Dorchester: Mayor City of Gunter: City Manager City of Howe: City Administrator City of Knollwood: City Secretary City of Pottsboro: EMC City of Sadler: EMC City of Sherman: EMC City of Tioga: Chief of Police City of Tom Bean: City Secretary City of Van Alstyne: EMC City of Whitesboro: EMC City of Whitewright: Director of Public Works Bell ISD: ISD Chief of Police Collinsville ISD: School Resource Officer Denison ISD: Assistant Superintendent Gunter ISD: Chief Operations Officer Howe ISD: ISD Chief of Police Pottsboro ISD: Assistant Superintendent S&S CISD: Director of Support Services Sherman ISD: Director of Safety Tioga ISD: School Board President Tom Bean ISD: Assistant Superintendent Van Alstyne ISD: Director of Safety and Security	Currently, several participating jurisdictions within Grayson County have regulatory plans in place, such as Emergency Management Plans, Continuity of Operations Plans, Land Use Plans, and Evacuation Plans. The Plan Update will be consulted when County, City, and ISD departments review or revise their current regulatory planning mechanisms, or in the development of regulatory plans that are not currently in place.

PLANNING MECHANISM	DEPARTMENT / TITLE RESPONSIBLE	INCORPORATION OF PLAN
	Whitesboro ISD: ISD Chief of Police Whitewright ISD: ISD Chief of Police	

MONITORING AND EVALUATION

Periodic revisions of the Plan are required to ensure that goals, objectives, and mitigation actions are kept current. When the plan is discussed in these sections it includes the risk assessment and mitigation actions as a part of the monitoring, evaluating, updating and review process. Revisions may be required to ensure the Plan is in compliance with federal and state statutes and regulations. This section outlines the procedures for completing Plan revisions, updates, and review. Table 18-2 indicates the department and title of the party responsible for Plan monitoring, evaluating, updating, and review of the Plan.

Table 18-2. Team Members Responsible for Plan Monitoring, Evaluating, Updating, and Review of the Plan

JURISDICTION	TITLE
Grayson County	Emergency Management Coordinator
City of Bells	Chief of Police
City of Collinsville	City Administrator's Assistant
City of Denison	Assistant to the City Manager
City of Dorchester	Mayor
City of Gunter	City Manager
City of Howe	City Administrator
City of Knollwood	City Secretary
City of Pottsboro	Emergency Management Coordinator
City of Sadler	Emergency Management Coordinator
City of Sherman	Emergency Management Coordinator
City of Southmayd	Chief of Police
City of Tioga	Chief of Police
City of Tom Bean	City Secretary
City of Van Alstyne	Emergency Management Coordinator
City of Whitesboro	Emergency Management Coordinator

JURISDICTION	TITLE
City of Whitewright	Director of Public Works
Bell ISD	ISD Chief of Police
Collinsville ISD	School Resource Officer
Denison ISD	Assistant Superintendent
Gunter ISD	Chief Operations Officer
Howe ISD	ISD Chief of Police
Pottsboro ISD	Assistant Superintendent
S&S CISD	Director of Support Services
Sherman ISD	Director of Safety
Tioga ISD	School Board President
Tom Bean ISD	Assistant Superintendent
Van Alstyne ISD	Director of Safety and Security
Whitesboro ISD	ISD Chief of Police
Whitewright ISD	ISD Chief of Police

MONITORING

Designated Planning Team members are responsible for monitoring, evaluating, updating, and reviewing the Plan, as shown in Table 18-2. Individuals holding the title listed in Table 18-2 will be responsible for monitoring the Plan on an annual basis. Plan monitoring includes reviewing and incorporating into the Plan other existing planning mechanisms that relate or support goals and objectives of the Plan; monitoring the incorporation of the Plan into future updates of other existing planning mechanisms as appropriate; reviewing mitigation actions submitted and coordinating with various County, City, and ISD departments to determine if mitigation actions need to be re-evaluated and updated; evaluating and updating the Plan as necessary; and monitoring plan maintenance to ensure that the process described is being followed, on an annual basis, throughout the planning process. The Planning Team will develop a brief report that identifies policies and actions in the plan that have been successfully implemented and any changes in the implementation process needed for continued success. A summary of meeting notes will report the particulars involved in developing an action into a project. In addition to the annual monitoring, the Plan will be similarly reviewed immediately after extreme weather events include but not limited to state and federally declared disasters.

EVALUATION

As part of the evaluation process, the Planning Team will assess changes in risk; determine whether the implementation of mitigation actions is on schedule; determine whether there are any

implementation problems, such as technical, political, legal, or coordination issues; and identify changes in land development or programs that affect mitigation priorities for each respective department or organization.

The Planning Team will meet on an annual basis to evaluate the Plan and identify any needed changes and assess the effectiveness of the plan achieving its stated purpose and goals. The team will evaluate the number of mitigation actions implemented along with the loss-reduction associated with each action. Actions that have not been implemented will be evaluated to determine if any social, political, or financial barriers are impeding implementation and if any changes are necessary to improve the viability of an action. The team will evaluate changes in land development and/or programs that affect mitigation priorities in their respective jurisdictions. The annual evaluation process will help to determine if any changes are necessary. In addition, the Plan will be similarly evaluated immediately after extreme weather events including but not limited to state and federally declared disasters.

UPDATING

PLAN REVISIONS

At any time, minor technical changes may be made to update the Grayson County Hazard Mitigation Action Plan Update 2023. Material changes to mitigation actions or major changes in the overall direction of the Plan or the policies contained within it, must be subject to formal adoption by the participating jurisdictions.

The participating jurisdictions within Grayson County will review proposed revisions and vote to accept, reject, or amend the proposed change. Upon ratification, the Revision will be transmitted to TDEM.

In determining whether to recommend approval or denial of a Plan Revision request, participating jurisdictions will consider the following factors:

- Errors or omissions made in the identification of issues or needs during the preparation of the Plan Update;
- New issues or needs that were not adequately addressed in the Plan Update; and
- Changes in information, data, or assumptions from those on which the Plan Update was based.

FIVE (5) YEAR REVIEW

The Plan will be thoroughly reviewed by the Planning Team at the end of three years from the approval date, to determine whether there have been significant changes in the planning area that necessitate changes in the types of mitigation actions proposed. Factors that may affect the content of the Plan include new development in identified hazard areas, increased exposure to hazards, disaster declarations, increase or decrease in capability to address hazards, and changes to federal or state legislation.

The Plan review process provides the participating jurisdictions within Grayson County an opportunity to evaluate mitigation actions that have been successful, identify losses avoided due to the implementation of specific mitigation measures, and address mitigation actions that may not have been successfully implemented as assigned.

It is recommended that the full Executive and Advisory Planning Team (Section 2, Tables 2-1 and 2-2) meet to review the Plan at the end of three years because grant funds may be necessary for the development of a five-year update. Reviewing planning grant options in advance of the five-year Plan update deadline is recommended considering the timelines for grant and planning cycles can be in excess of a year.

Following the Plan review, any revisions deemed necessary will be summarized and implemented according to the reporting procedures and Plan Revision process outlined herein. Upon completion of the review, update, and revision process the revised Plan will be submitted to TDEM for final review and approval in coordination with FEMA.

CONTINUED PUBLIC INVOLVEMENT

Public input was an integral part of the preparation of this Plan and will continue to be essential for Plan updates. The Public will be directly involved in the annual evaluation, monitoring, reviews and cyclical updates. Changes or suggestions to improve or update the Plan will provide opportunities for additional public input.

The public can review the Plan on the participating jurisdictions' websites, where officials and the public are invited to provide ongoing feedback, via email.

The Planning Team may also designate voluntary citizens from the planning area or willing stakeholder members from the private sector businesses that were involved in the Plan's development to provide feedback on an annual basis. It is important that stakeholders and the immediate community maintain a vested interest in preserving the functionality of the planning area as it pertains to the overall goals of the mitigation plan. The Planning team is responsible for notifying stakeholders and community members on an annual basis and maintaining the Plan.

Media, including local newspaper and radio stations, will be used to notify the public of any maintenance or periodic review activities during the implementation, monitoring, and evaluation phases. Additionally, local news media will be contacted to cover information regarding Plan updates, status of grant applications, and project implementation. Local and social media outlets, such as Facebook and Twitter, will keep the public and stakeholders apprised of potential opportunities to fund and implement mitigation projects identified in the Plan.



APPENDIX A
PLANNING TEAM

APPENDIX A: PLANNING TEAM

Planning Team Members 1
Stakeholders 5

PLANNING TEAM MEMBERS

The Grayson County Hazard Mitigation Action Plan 2023 was organized using a direct representative model. An Executive Planning Team from the participating jurisdictions, shown in Table A-1, was formed to coordinate planning efforts and request input and participation in the planning process. Table A-2 reflects the Advisory Planning Team, consisting of area organizations and departments that participated throughout the planning process. Table A-3 is comprised of stakeholders who were invited to provide Plan input. Public outreach efforts and meeting documentation is provided in Appendix E.

Table A-1. Executive Planning Team

ORGANIZATION / DEPARTMENT	TITLE
Grayson County	Assistant Emergency Management Coordinator
Grayson County	Emergency Management Coordinator
City of Bells	Fire Chief
City of Collinsville	City Administrator
City of Denison	Emergency Management Coordinator
City of Dorchester	Mayor
City of Gunter	Director of Community & Economic Development
City of Howe	City Administrator
City of Knollwood	City Secretary
City of Pottsboro	Emergency Management Coordinator / Fire Chief
City of Sadler	Emergency Management Coordinator
City of Sherman	Emergency Management Coordinator
City of Southmayd	Chief of Police
City of Tioga	Chief of Police
City of Tom Bean	City Secretary
City of Van Alstyne	Fire Chief / Emergency Management Coordinator
City of Whitesboro	Assistant Fire Chief / Emergency Management Coordinator
City of Whitewright	Director of Public Works

APPENDIX A: PLANNING TEAM

ORGANIZATION / DEPARTMENT	TITLE
Bell ISD	ISD Chief of Police
Collinsville ISD	School Resource Officer
Denison ISD	Assistant Superintendent
Gunter ISD	Chief Operations Officer
Howe ISD	ISD Chief of Police
Pottsboro ISD	Assistant Superintendent
S&S CISD	Director of Support Services
Sherman ISD	Director of Safety
Tioga ISD	School Board President
Tom Bean ISD	Assistant Superintendent
Van Alstyne ISD	Director of Safety and Security
Whitesboro ISD	ISD Chief of Police
Whitewright ISD	ISD Chief of Police

Table A-2. Advisory Planning Team

ORGANIZATION / DEPARTMENT	TITLE
Grayson County	Chief Sheriff's Deputy
Grayson County	Commissioner of Precinct 1
Grayson County	Commissioner of Precinct 2
Grayson County	Commissioner of Precinct 3
Grayson County	Commissioner of Precinct 4
Grayson County	County Judge
Grayson County	Facility Manager
City of Bells	Chief of Police
City of Bells	City Administrator
City of Bells	Council Member
City of Bells	Mayor
City of Collinsville	City Secretary

APPENDIX A: PLANNING TEAM

ORGANIZATION / DEPARTMENT	TITLE
City of Collinsville	Chief of Police
City of Collinsville	Police Sergeant of the K-9 Unit
City of Collinsville	Reserve Officer
City of Denison	Assistant Fire Chief
City of Denison	Assistant to the City Manager / City Clerk
City of Denison	City Manager
City of Denison	City Planner
City of Denison	Director of Development Services
City of Denison	Interim City Manager
City of Denison	Mayor
City of Dorchester	City Clerk
City of Dorchester	Mayor Pro-Team
City of Gunter	Fire Chief
City of Gunter	Mayor
City of Howe	Chief of Police
City of Howe	Mayor
City of Knollwood	Mayor
City of Pottsboro	Chief of Police
City of Pottsboro	City Council Member
City of Pottsboro	City Manager
City of Pottsboro	Development Coordinator
City of Sadler	City Administrator
City of Sadler	City Council Member Position 1
City of Sadler	City Council Member Position 3
City of Sherman	City Manager
City of Sherman	Executive Director of Public Safety
City of Sherman	Grants Coordinator

APPENDIX A: PLANNING TEAM

ORGANIZATION / DEPARTMENT	TITLE
City of Sherman	Interim Fire Chief
City of Southmayd	City Council Member
City of Southmayd	Fire Chief
City of Southmayd	Mayor
City of Southmayd	Mayor Pro-Team
City of Tioga	City Secretary
City of Tioga	Mayor
City of Tioga	Police Officer
City of Tom Bean	City Council Member
City of Tom Bean	Mayor
City of Tom Bean	Mayor Pro-Team
City of Van Alstyne	Chief of Police
City of Van Alstyne	City Manager
City of Van Alstyne	Grant and Special Projects
City of Van Alstyne	Mayor
City of Whitesboro	City Administrator
City of Whitewright	City Clerk
City of Whitewright	City Secretary
City of Whitewright	Fire Chief
City of Whitewright	Mayor
Bell ISD	Assistant Superintendent
Bell ISD	Superintendent
Collinsville ISD	Elementary School Principal
Collinsville ISD	High School Principal
Collinsville ISD	Superintendent
Denison ISD	Assistant Superintendent for Business Services
Denison ISD	School Resource Officer

APPENDIX A: PLANNING TEAM

ORGANIZATION / DEPARTMENT	TITLE
Denison ISD	Superintendent
Gunter ISD	ISD Police Officer
Howe ISD	Assistant Superintendent
Howe ISD	Superintendent
Pottsboro ISD	Student Services Coordinator
Pottsboro ISD	Superintendent
Pottsboro ISD	Superintendent's Secretary
S&S CISD	Assistant Director of Support Services
S&S CISD	Director of Student Services
S&S CISD	Superintendent
Sherman ISD	Director of Maintenance and Operations
Sherman ISD	ISD Police Chief
Sherman ISD	School / District Nurse
Tom Bean ISD	Superintendent
Van Alstyne ISD	Assistant Superintendent
Van Alstyne ISD	Fire Chief for the City of Van Alstyne
Van Alstyne ISD	Police Chief for the City of Van Alstyne
Van Alstyne ISD	Superintendent
Van Alstyne ISD	Superintendent's Secretary
Whitesboro ISD	Superintendent
Whitewright ISD	Assistant Superintendent

STAKEHOLDERS

The following groups listed in Table A-3 represent a list of organizations invited to stakeholder meetings, public meetings, and workshops throughout the planning process and include: and include: members of community groups, non-profit organizations, private businesses, utility providers, neighboring counties, school and universities, state and federal agencies, and legislators. The public were also invited to participate via e-mail throughout the planning process.

APPENDIX A: PLANNING TEAM

Many of the invited organizations and stakeholders participated and were integral to providing comments and data for the Plan. For a list of attendees at meetings, please see Appendix E[1].

Table A-3. Stakeholders

AGENCY	TITLE	STAKEHOLDER TYPE
American Legion, Post 231	Representative	Nonprofit/Community-Based Organization
American Red Cross	Executive Director	Nonprofit/Community-Based Organization
Collin County	Emergency Management Coordinator	Neighboring Community
Cooke County	Emergency Management Coordinator	Neighboring Community
Denison Development Alliance	President	Nonprofit/Community-Based Organization
Denton County	Emergency Management Coordinator	Neighboring Community
Douglass Distributing	Representative	Private Organization
Enderby Gas	Representative	Private Organization
Environmental Protection Agency Region 6	Environmental Engineer	Federal Agency
Environmental Protection Agency Region 6	Regional Administrator	Federal Agency
Fannin County	Emergency Management Coordinator	Neighboring Community
Grayson Collin Electric Cooperative (GCEC)	Representative	Utility Provider
Grayson County Metropolitan Planning Organization	Director	Private Organization
Greater Texoma Utility Authority	Representative	Utility Provider
Habitat for Humanity	Representative	Nonprofit/Community-Based Organization
Heritage Estates	Representative	Private Residential Organization
Howe Enterprise Newspaper	Reporter	Private Organization
Kentuckytown Water Supply Corporation	Representative	Utility Provider
KTEN News	Reporter	Private Organization
Luella Special Utility District	Representative	Utility Provider
Marilee Special Utility District	Representative	Utility Provider

[1] Information contained in Appendix E is exempt from public release under the Freedom of Information Act (FOIA).

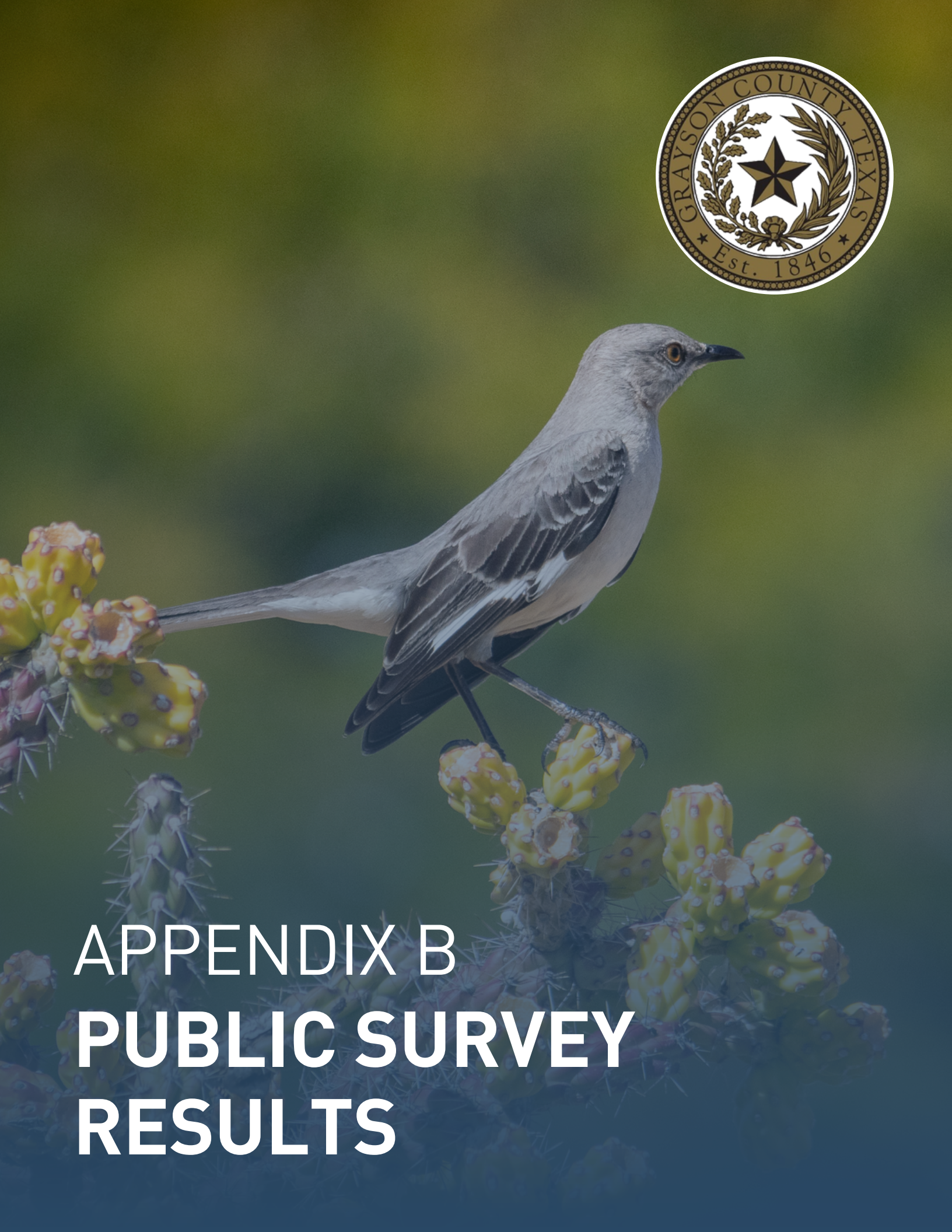
APPENDIX A: PLANNING TEAM

AGENCY	TITLE	STAKEHOLDER TYPE
Masterkey Ministries	Executive Director	Nonprofit/Community-Based Organization
Meals on Wheels	CEO	Nonprofit/Community-Based Organization
Munson Point Property Owners Association	Representative	Private Residential Organization
National Weather Service	Deputy Director	Federal Agency
National Weather Service	Director	Federal Agency
NOAA	Deputy Assistant Administrator	Federal Agency
NOAA	Assistant Administrator	Federal Agency
Northern Hills Water Service	Representative	Utility Service
Northwest Grayson County WCID#1	Representative	Utility Service
Oak Ridge South Gale Water Supply Corporation	Representative	Utility Service
Oncor Electric	Representative	Utility Service
Pink Hill Water Supply Corporation	Representative	Utility Service
Red River Groundwater Conservation District	Administrative Assistant	Utility Service
RRA Preston Shores Water System	Representative	Utility Service
Salvation Army	Representative	Nonprofit/Community-Based Organization
Sherman Economic Development Corporation	President	Private Organization
Sherman Herald Democrat Newspaper	Reporter	Private Organization
Southwest Water Company	Representative	Utility Service
Starr Water Supply Corporation	Representative	Utility Service
Texas A&M AgriLife Extension	County Extension Agent	State Agency
Texas A&M Forest Service	Regional Fire Coordinator	State Agency
Texas Division of Emergency Management	Regional Coordinator	State Agency
Texas Commission on Environmental Quality	Assistant Regional Director	State Agency
Texas Commission on Environmental Quality	Executive Assistant	State Agency

APPENDIX A: PLANNING TEAM

AGENCY	TITLE	STAKEHOLDER TYPE
Texas Department of Health Services	Chief Program and Services Officer	State Agency
Texas Department of Transportation	District Engineer	State Agency
Texas Department of Transportation	Maintenance Supervisor	State Agency
Texas Floodplain Management Association	Region 10 Director	State Agency
Texas House District 62	Legislative Representative	State Agency
Texas Medical Center	Regional Manager	Health Care Agency
Texas New Mexico Power (TNMP)	Representative	Utility Provider
Texas Parks and Wildlife	District Leader	State Agency
Texas Senate District 30	State Senator	State Legislature
Texas Water Development Board	Deputy Executive Administrator Planning	State Agency
Texas Water Development Board	Deputy Executive Administrator	State Agency
Texas Water Development Board	Assistant Deputy Executive Administrator	State Agency
Texoma Community Center	CEO	Health Care Agency
Texoma County of Governments	Executive Director	Regional Agency
Texoma Estates Water Supply Corporation	Representative	Utility Provider
Texoma Medical Center	Chief Administrative Officer	Health Care Agency
Thompson Heights Water System	Representative	Utility Provider
Two Way Special Utility District	Representative	Utility Provider
United Way	Director of Community Impact	Private Organization
United Way	President / CEO	Private Organization
Upper Elm-Red Soil and Water Conservation District	Communication and Outreach Coordinator	Utility Provider
Upper Elm-Red Soil and Water Conservation District	Field Representative	Utility Provider
U.S. Fish and Wildlife	Field Supervisor	Federal Agency
U.S. Fish and Wildlife	Public Affairs Supervisor	Federal Agency
Wilson N. Jones (WNJ) Regional Medical Center	EPC	Health Care Agency

APPENDIX A: PLANNING TEAM



APPENDIX B
PUBLIC SURVEY RESULTS

APPENDIX B: PUBLIC SURVEY RESULTS

Overview 1
Public Survey Results 2

OVERVIEW

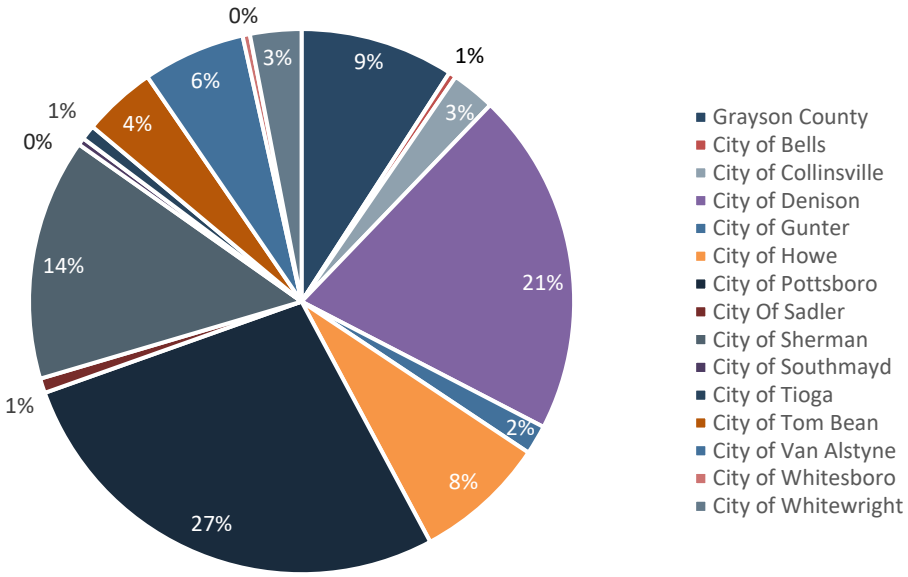
Grayson County prepared a public survey that requested public opinion on a wide range of questions relating to natural hazards. The survey was made available via the County's websites, along with participating jurisdictions. This survey link was also distributed at public meetings and stakeholder events throughout the planning process.

A total of 230 surveys were collected, the results of which are analyzed in Appendix B. The purpose of the survey was twofold: 1) to solicit public input during the planning process, and 2) to help the jurisdictions identify any potential actions or problem areas.

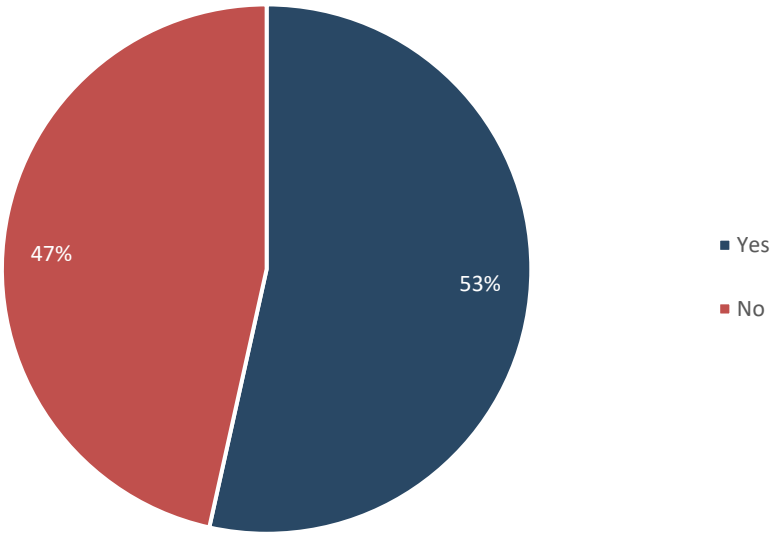
The following survey results depict the percentage of responses for each answer. Similar responses have been summarized for questions that did not provide a multiple-choice answer or that required an explanation.

PUBLIC SURVEY RESULTS

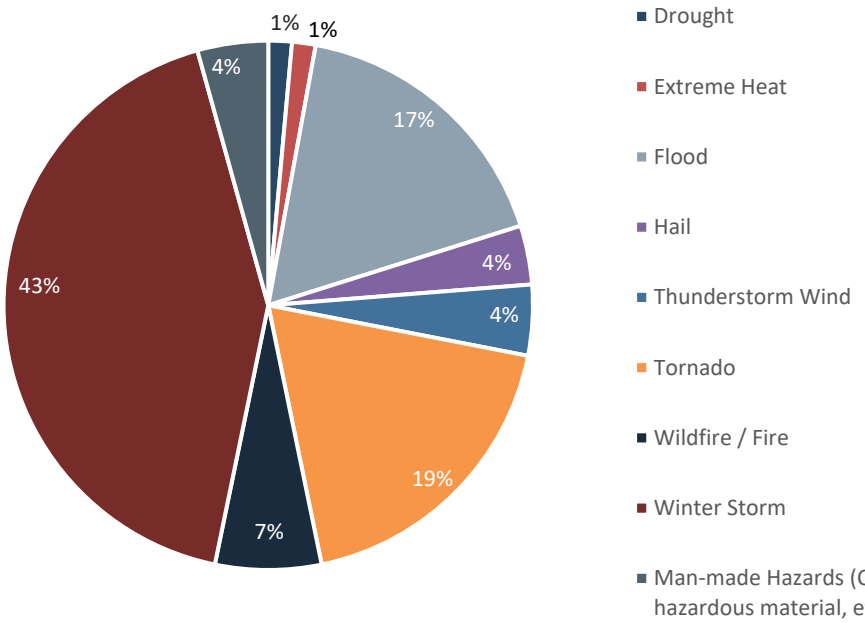
1. Please state the jurisdiction (city or community) where you reside.



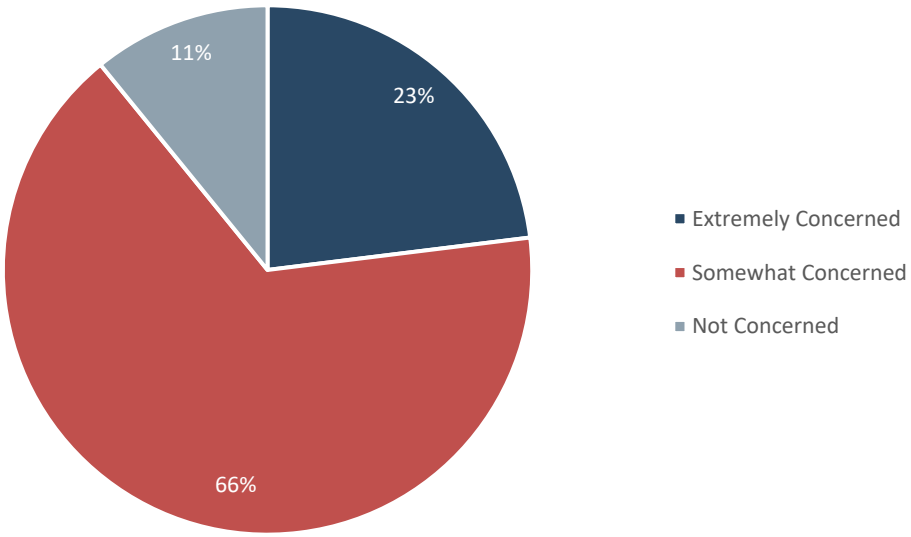
2. Have you ever experienced or been impacted by a disaster?



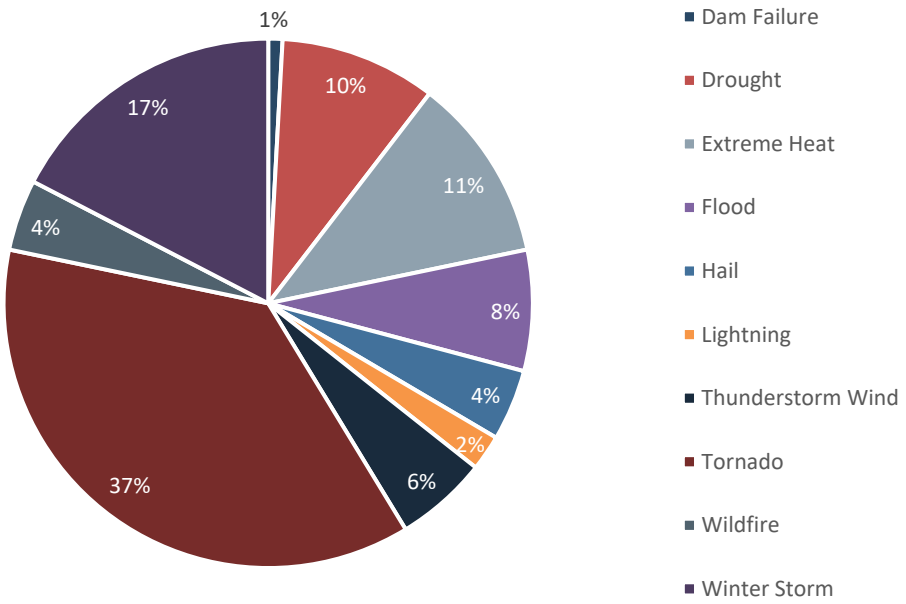
3. If you answered “Yes” to Question #2, please explain.



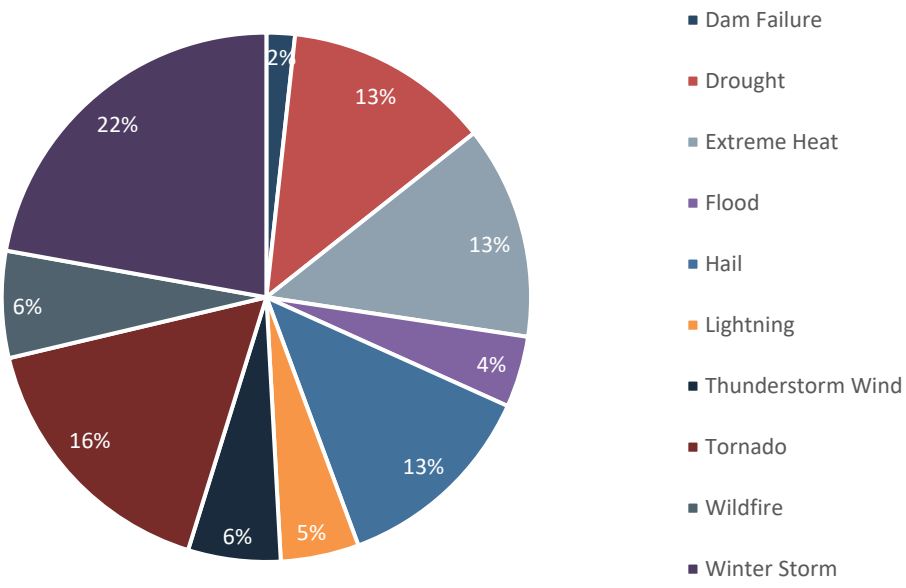
4. How concerned are you about the possibility of your community being impacted by a disaster?



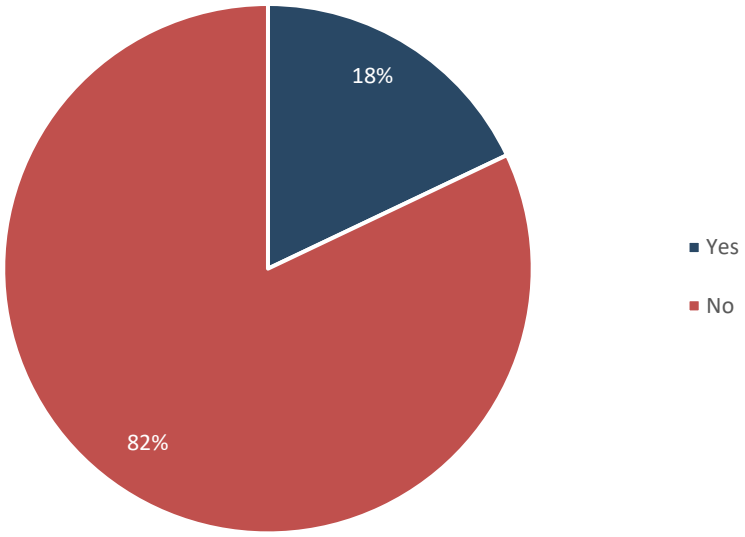
5. Please select the one hazard you think is the highest threat to your neighborhood:



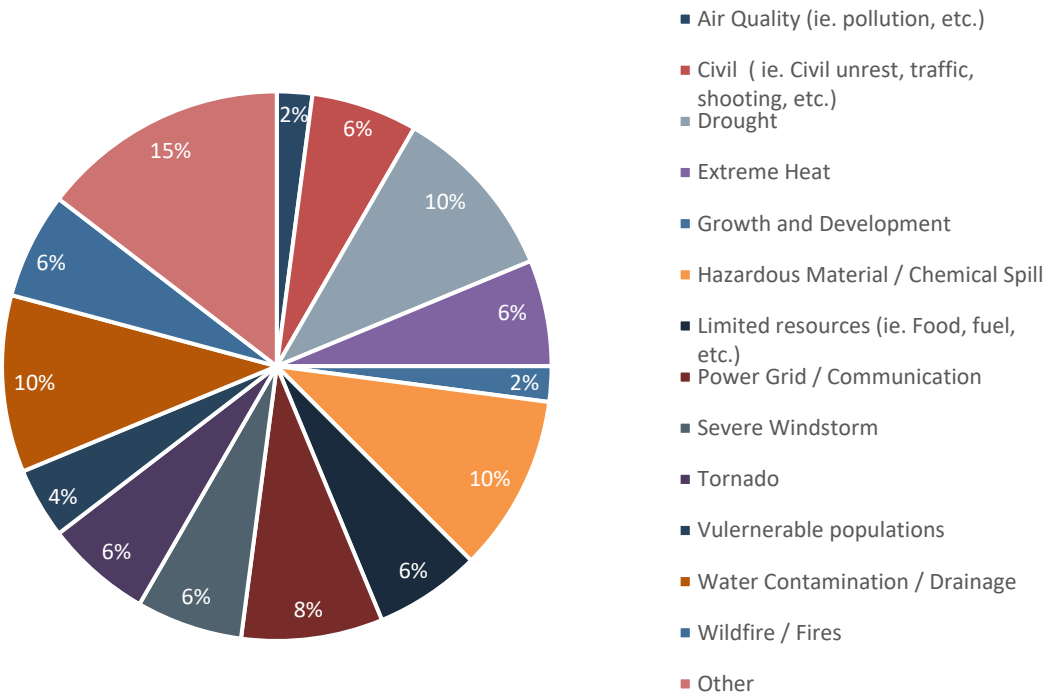
6. Please select the one hazard you think is the second highest threat to your neighborhood:



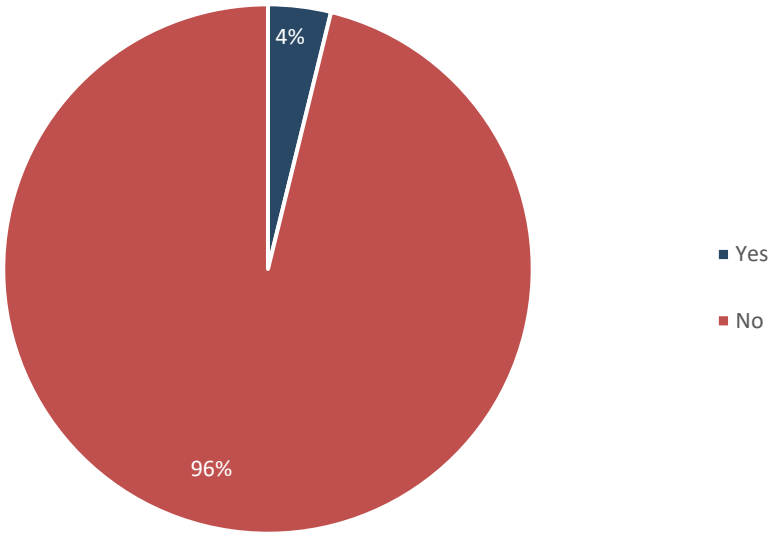
7. Is there another hazard not listed above that you this is a wide-scale threat to your neighborhood?



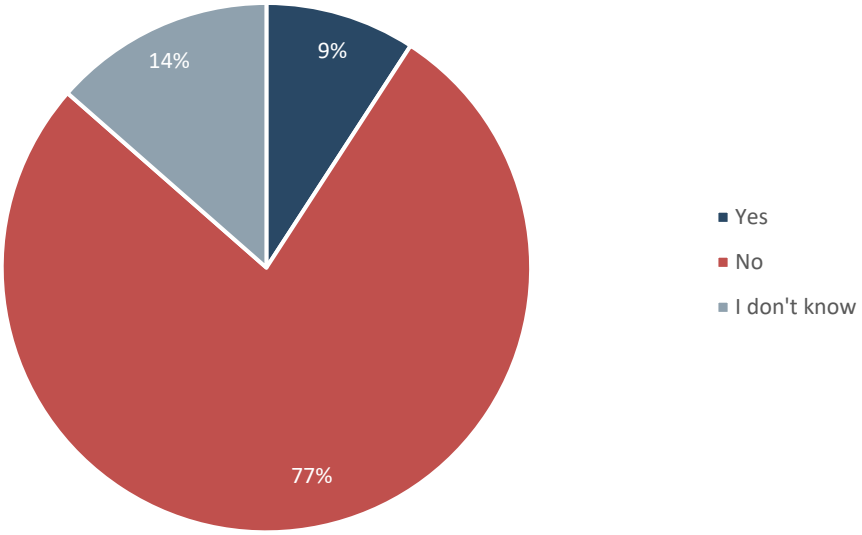
8. If you answered “Yes” to Question #7, please explain.



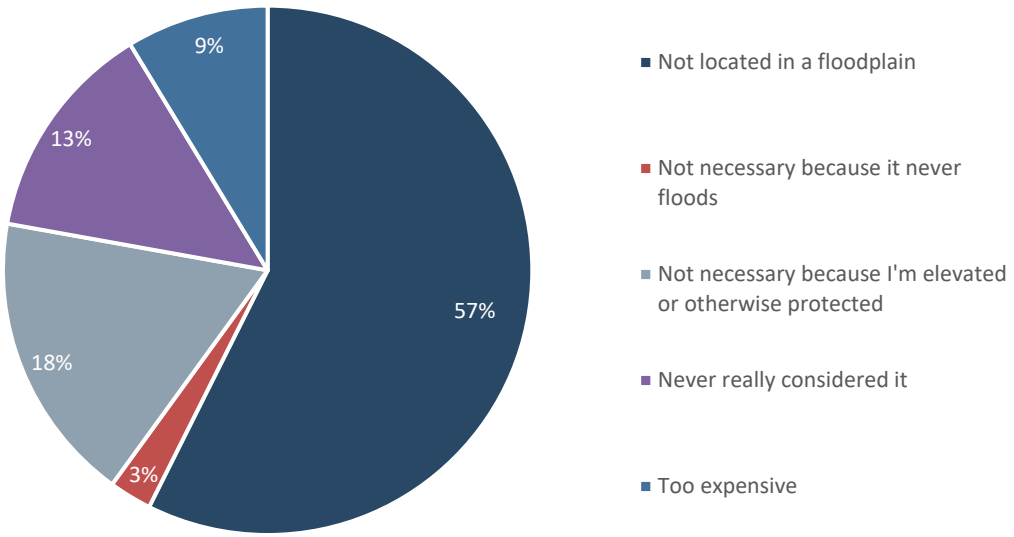
9. Is your home located in a floodplain?



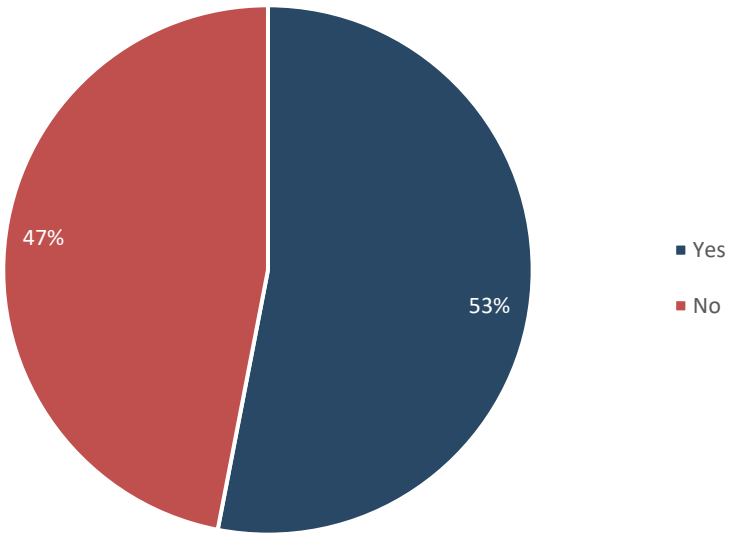
10. Do you have flood insurance?



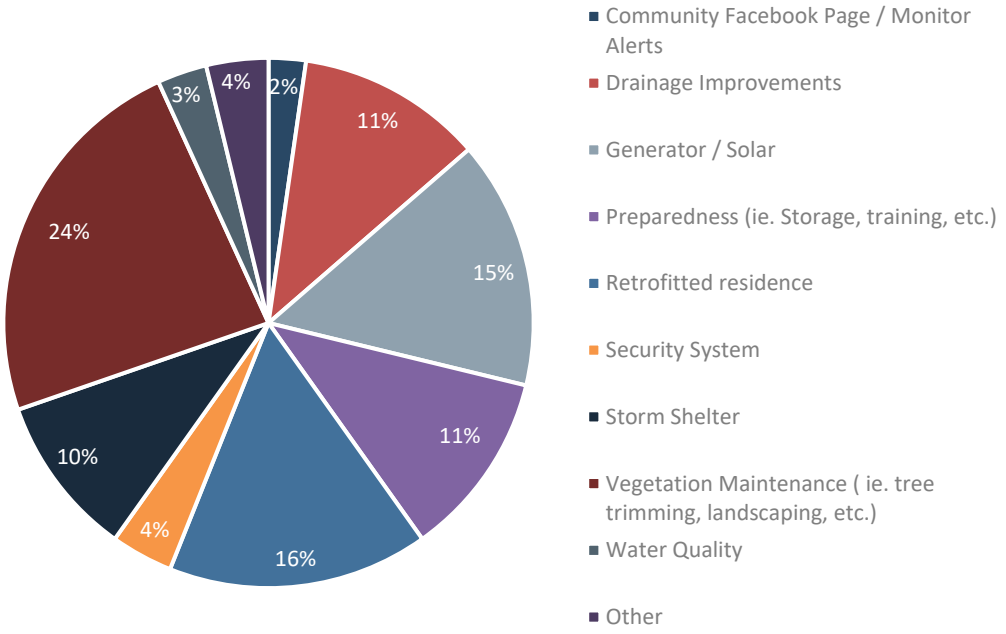
11. If you do not have flood insurance, why not?



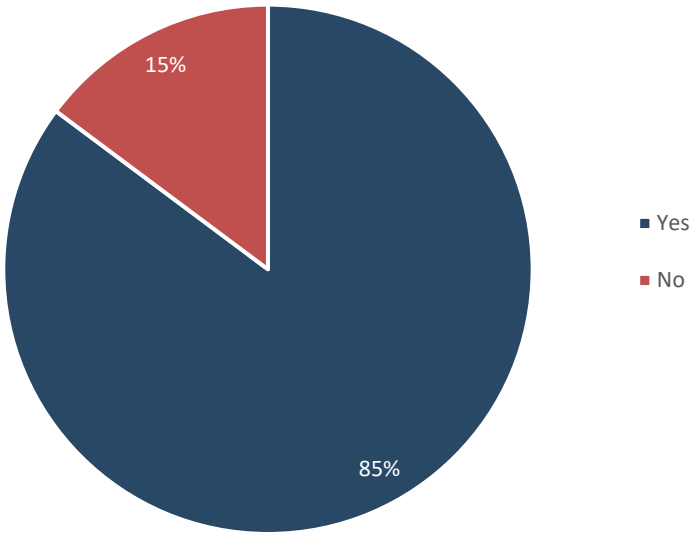
12. Have you taken any actions to make your home or neighborhood more resistant to hazards?



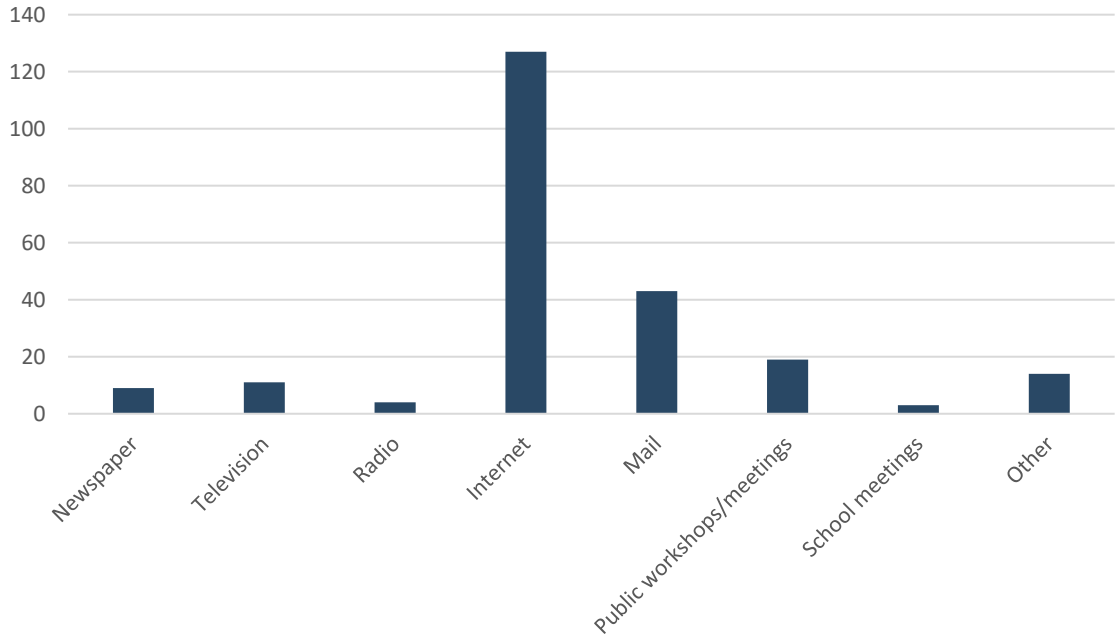
13. If you answered “Yes” to Question #12, please explain.



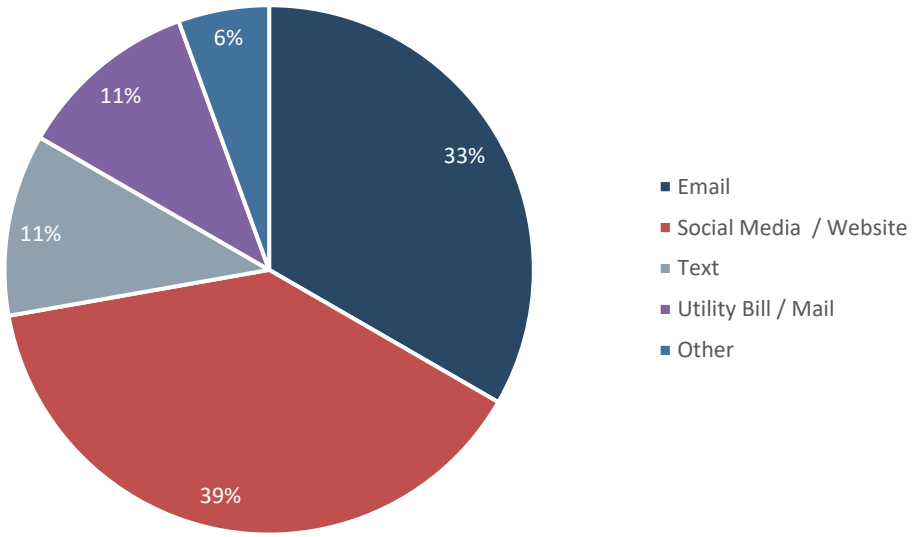
14. Are you interested in making your home or neighborhood more resistant to hazards?



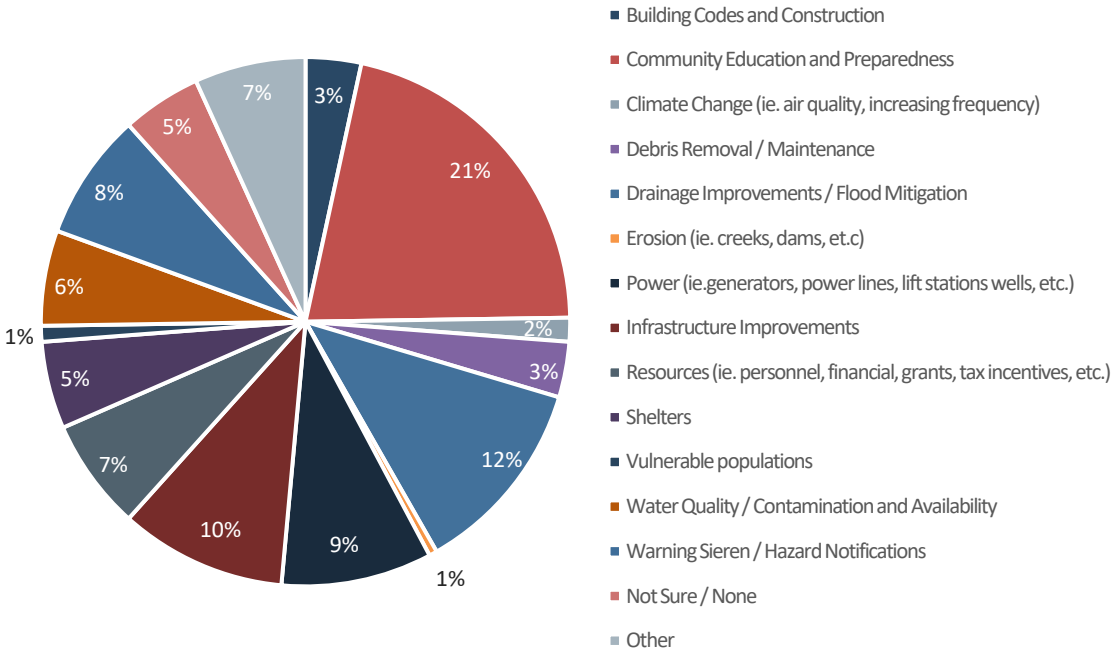
15. What is the most effective way for you to receive information about how to make your home and neighborhood more resistant to hazards?



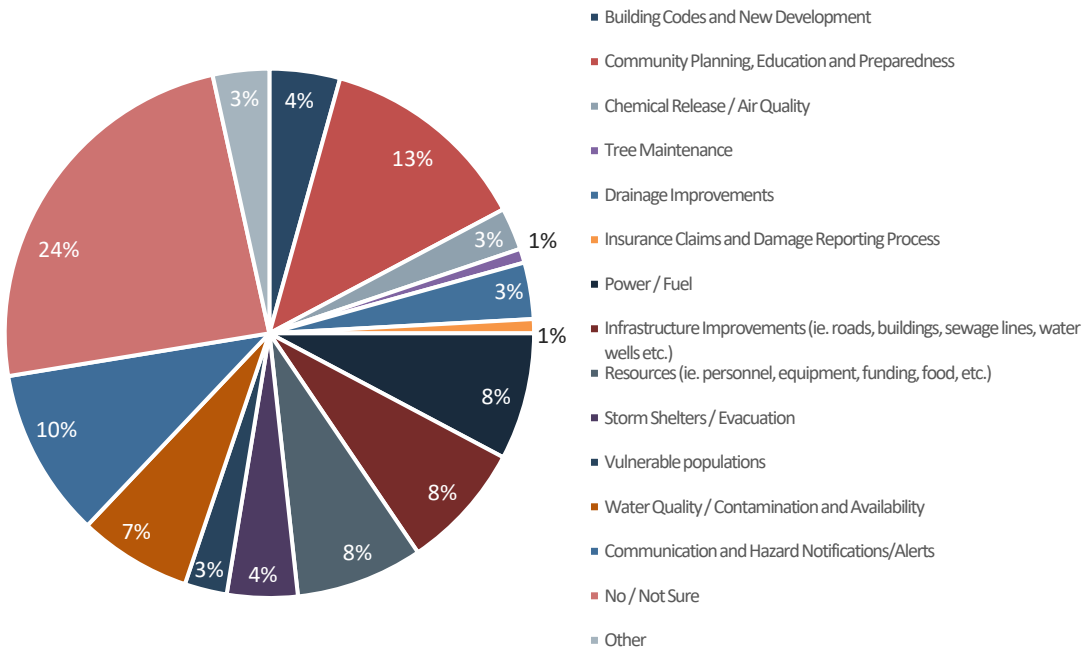
16. If you answered “Other” to Question #15, please explain.



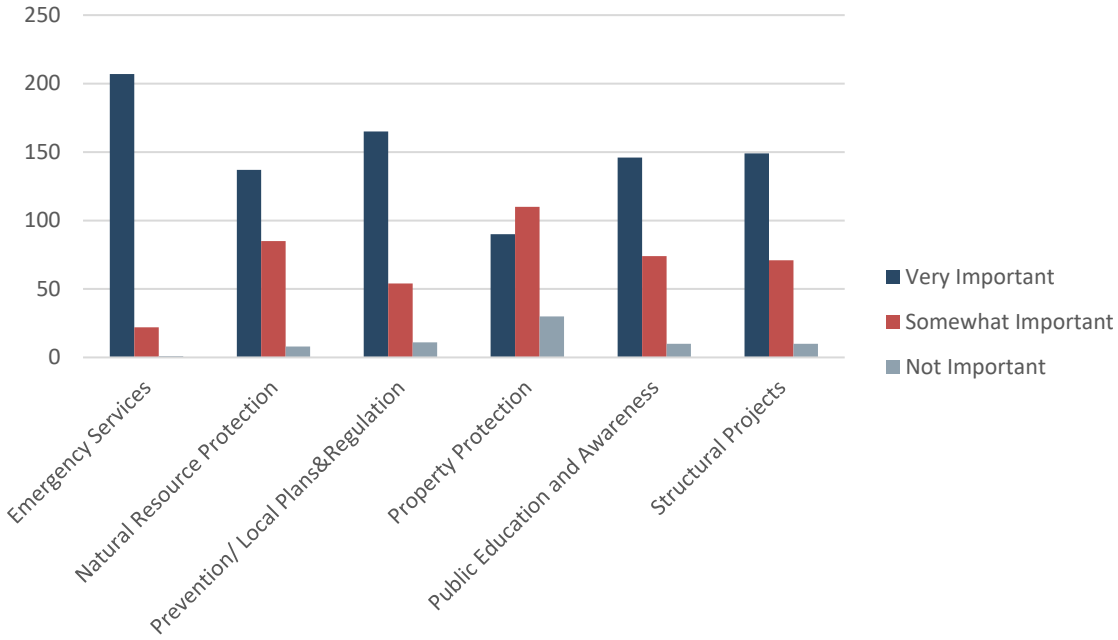
17. In your opinion, what are some steps your local government could take to reduce or eliminate the risk of future hazard damages in your neighborhood?



18. Are there any other issues regarding the reduction of risk and loss associated with hazards or disaster in the community that you think are important?



19. A number of community-wide activities can reduce our risk from hazards. In general, these activities fall into one of the following six broad categories. Please tell us how important you think each one is for your community to consider pursuing.



Emergency Services - Actions that protect people and property during and immediately after a hazard event. Examples include warning systems, evacuation planning, emergency response training, and protection of critical facilities or systems.

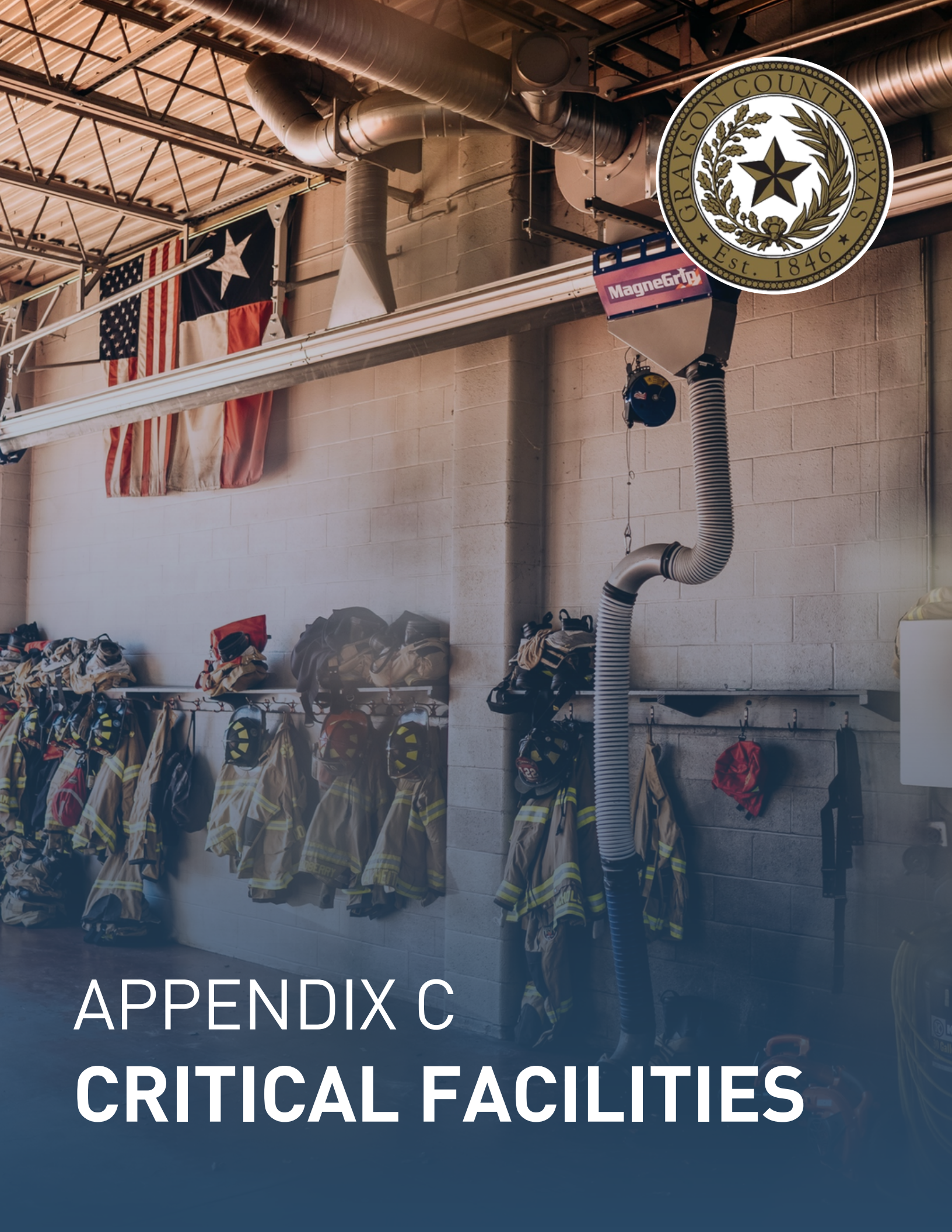
Natural Resource Protection - Actions that, in addition to minimizing hazard losses, also preserve or restore the functions of natural systems. Examples include floodplain protection, habitat preservation, slope stabilization, riparian buffers, and forest management.

Prevention / Local Plans & Regulations - Administrative or regulatory actions that influence the way land is developed and buildings are built. Examples include planning and zoning, building codes, open space preservation, and floodplain regulations.

Property Protection - Actions that involve the modification of existing buildings to protect them from a hazard or removal from the hazard area. Examples include acquisition, relocation, elevation, structural retrofits, and storm shutters.

Public Education and Awareness - Actions to inform citizens about hazards and techniques they can use to protect themselves and their property. Examples include outreach projects, school education programs, library materials, and demonstration events.

Structural Projects - Actions intended to lessen the impact of a hazard by modifying the natural progression of the hazard. Examples include dams, levees, seawalls detention / retention basins, channel modification, retaining walls, and storm sewers.



APPENDIX C
CRITICAL FACILITIES

APPENDIX C: CRITICAL FACILITIES

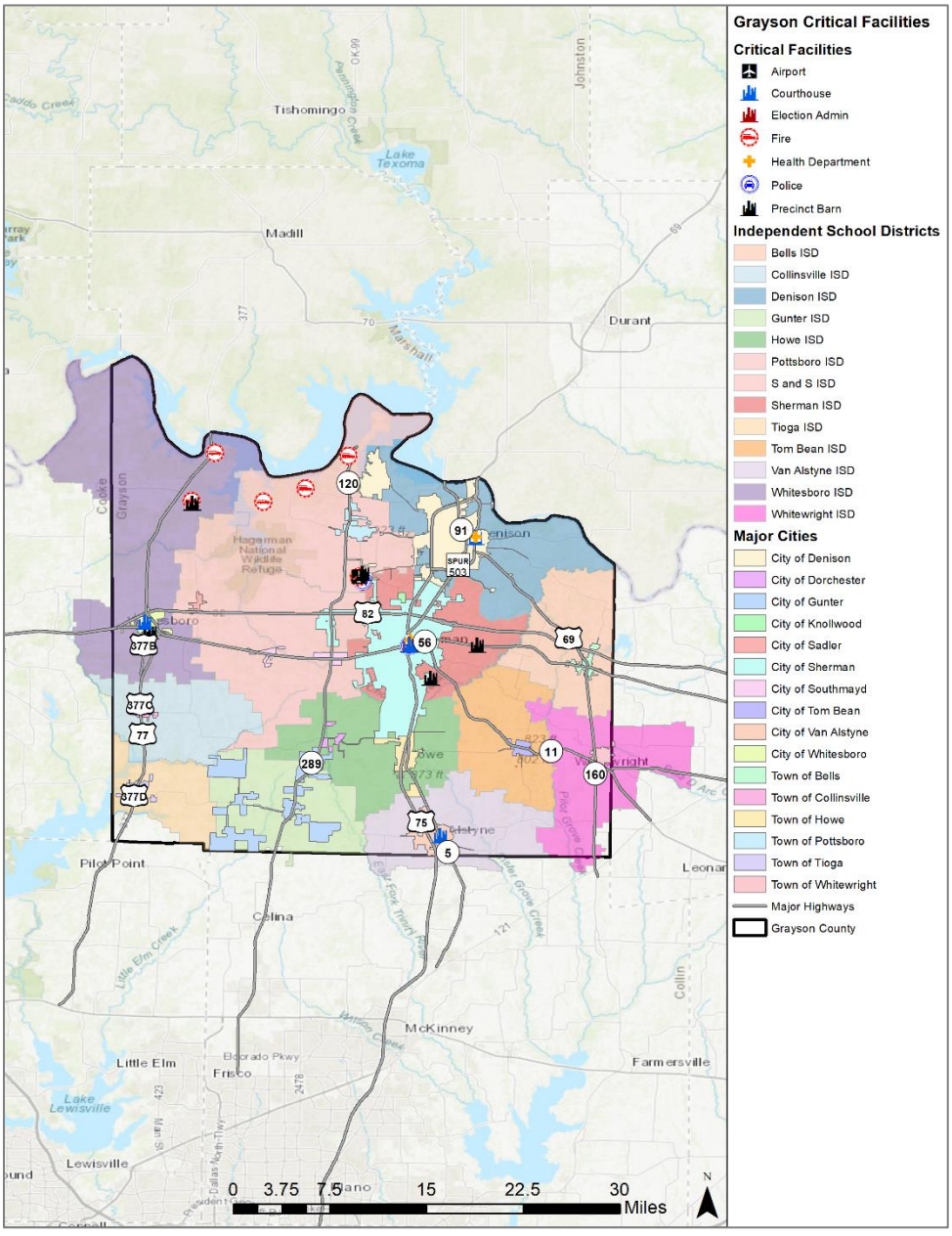
Overview 1
Critical Facilities 1

OVERVIEW

Appendix C is **For Official Use Only (FOUO)** and may be exempt from public release under FOIA. Figures C-1 through C-30 locate all critical facilities that were included in the risk assessment. Mapped facilities were provided by Planning Team members. Tables C-1 through C-30 note the critical facilities by type.

CRITICAL FACILITIES

Figure C-1. Critical Facilities in Grayson County



APPENDIX C: CRITICAL FACILITIES

Table C-1. Critical Facilities by Type in Grayson County

TYPE	NUMBER
Airport	1
EMS Station	1
EOC	1
Fire Stations	6
Government Buildings	13
Major Transportation Infrastructure	312
Precinct Barn	5

Figure C-2. Critical Facilities in the City of Bells

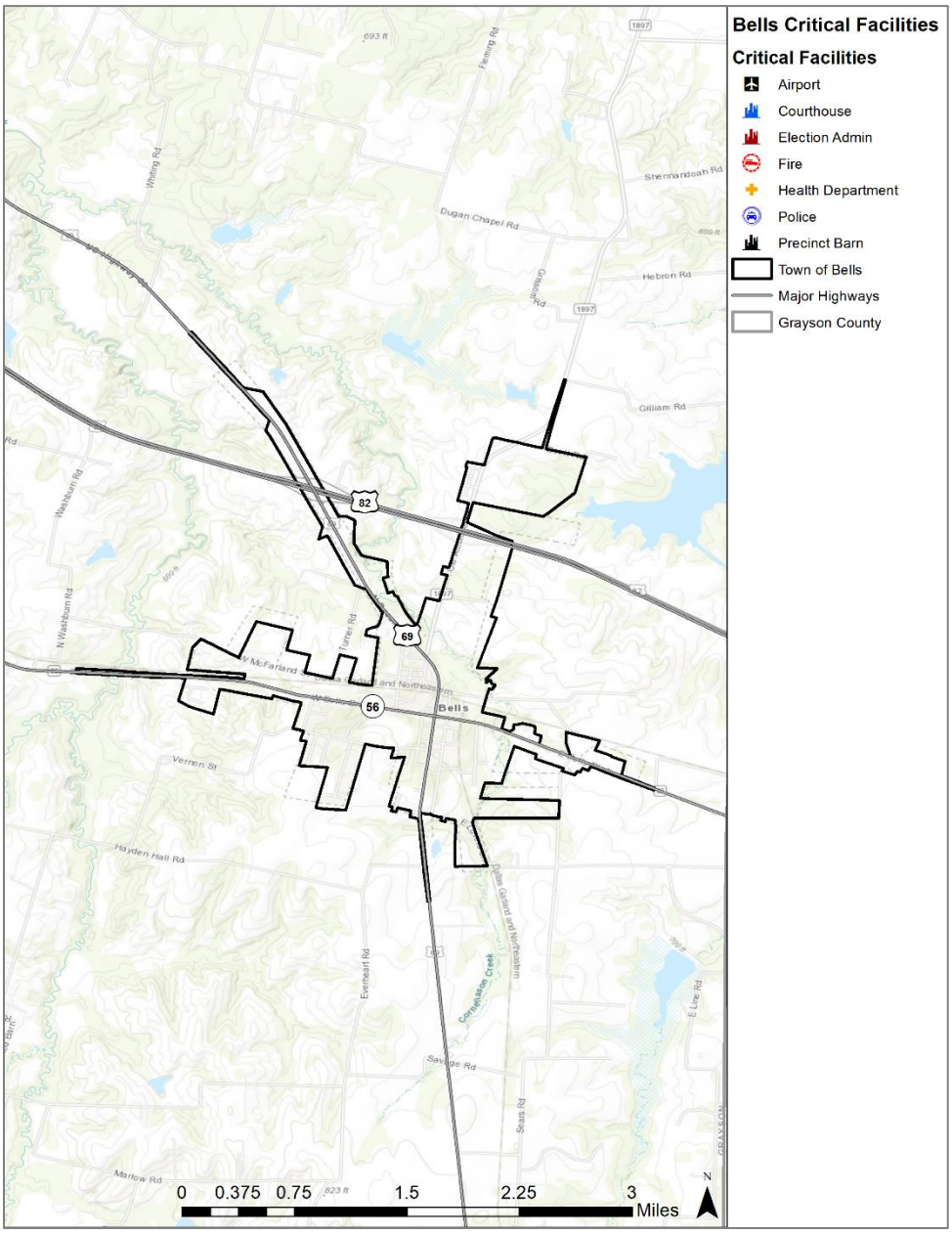


Table C-2. Critical Facilities by Type in the City of Bells

TYPE	NUMBER
Church	4
Community Distribution Center	1
Fire Station	1
Gas Station	1
Government Building	2
Medical Facility	1
Police Station	1
School	4
Water Treatment Facility	4

Figure C-3. Critical Facilities in the City of Collinsville

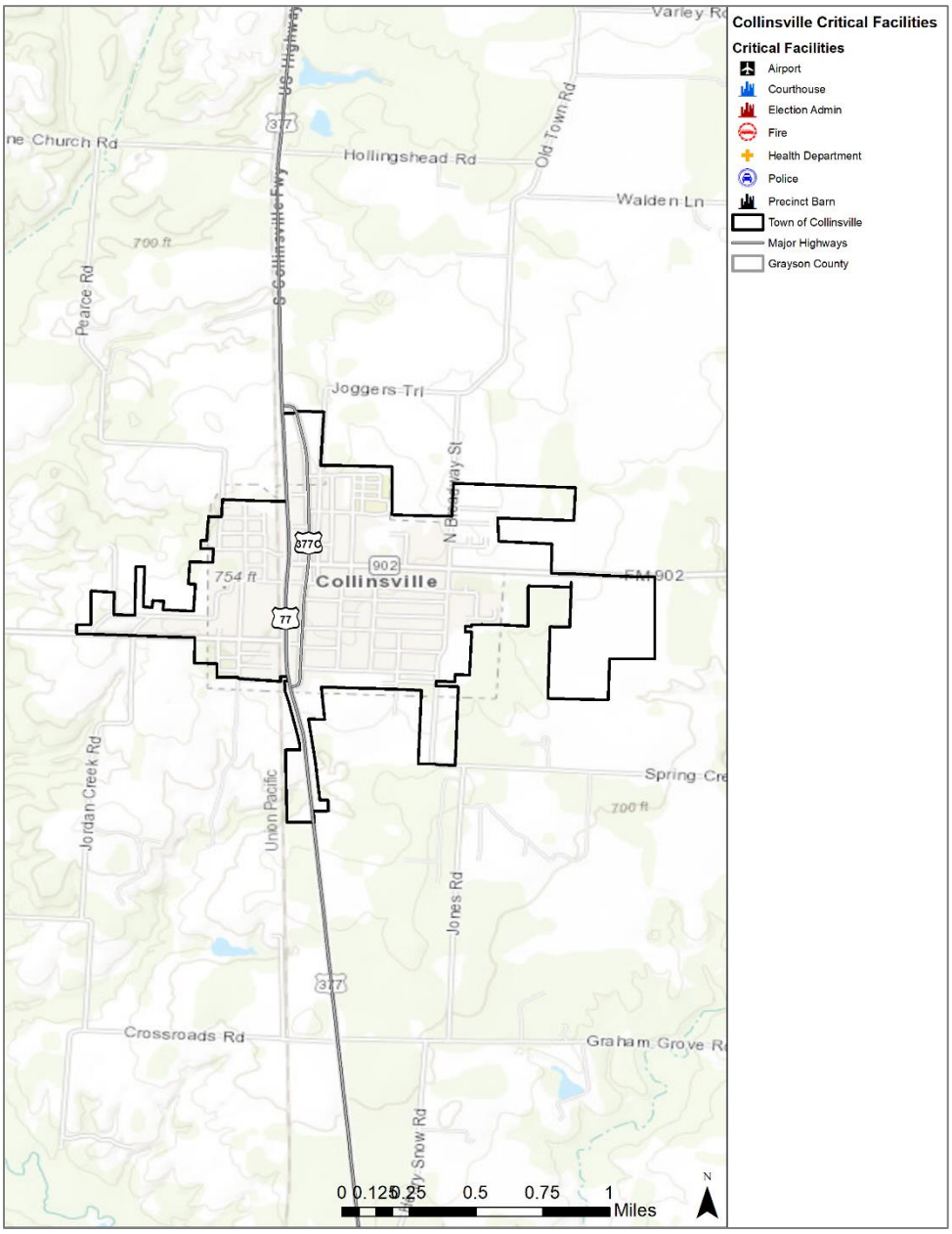


Table C-3. Critical Facilities by Type in the City of Collinsville

TYPE	NUMBER
Day Care Facility	1
Fire Station	1
Government Building	1
School	3
Wastewater Treatment Plant	1
Water Treatment Facility	3
Well	2

Figure C-4. Critical Facilities in the City of Denison

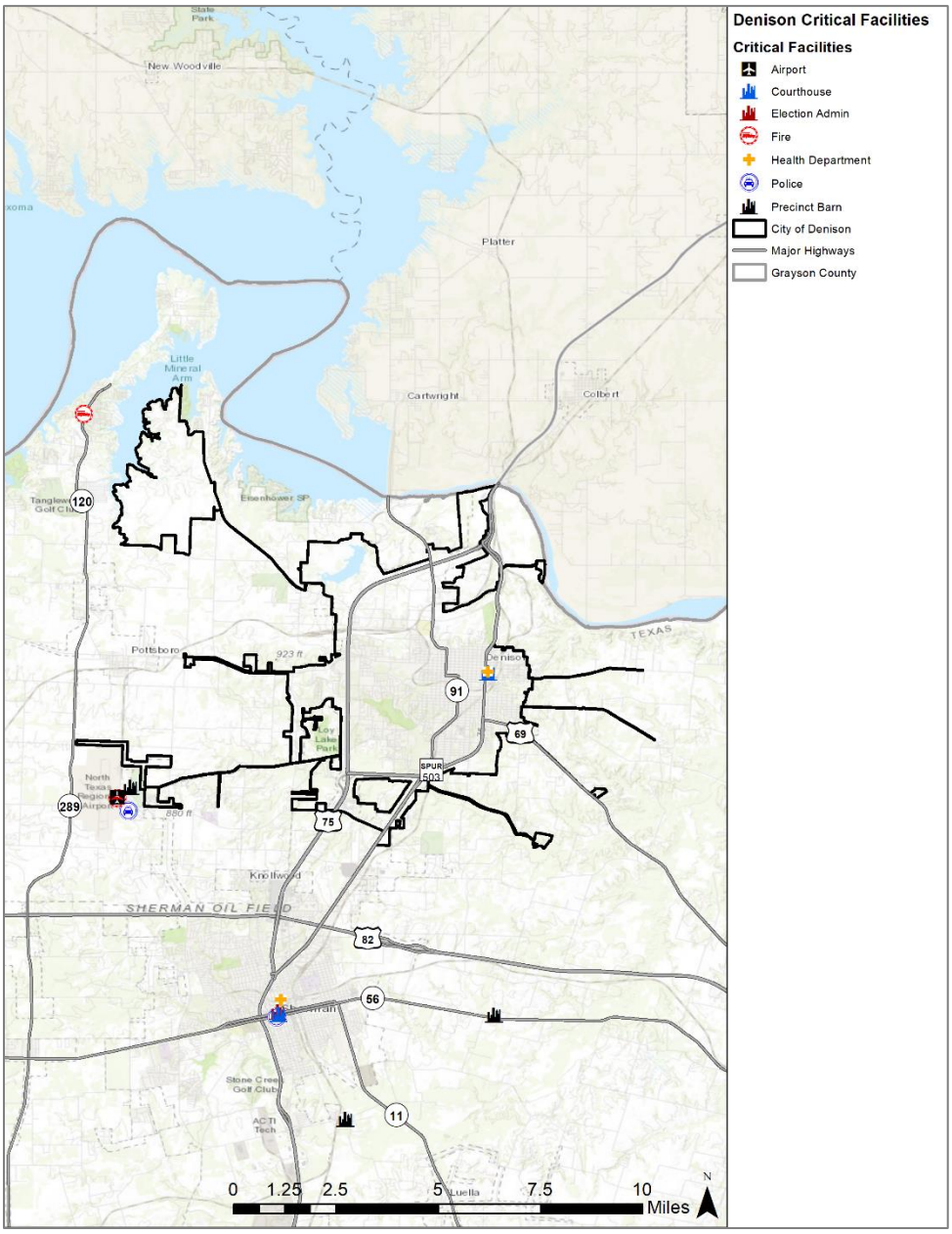


Table C-4. Critical Facilities by Type in the City of Denison

TYPE	NUMBER
Emergency Operation Center (City Hall)	1
Dam	3
Elevated Water Tank	5
Fire Station	3
Lift Station	2
Medical Hospital	1
Police Station	1
School	9
Wastewater Treatment Plant	1
Water Treatment Facility	1

Figure C-5. Critical Facilities in the City of Dorchester

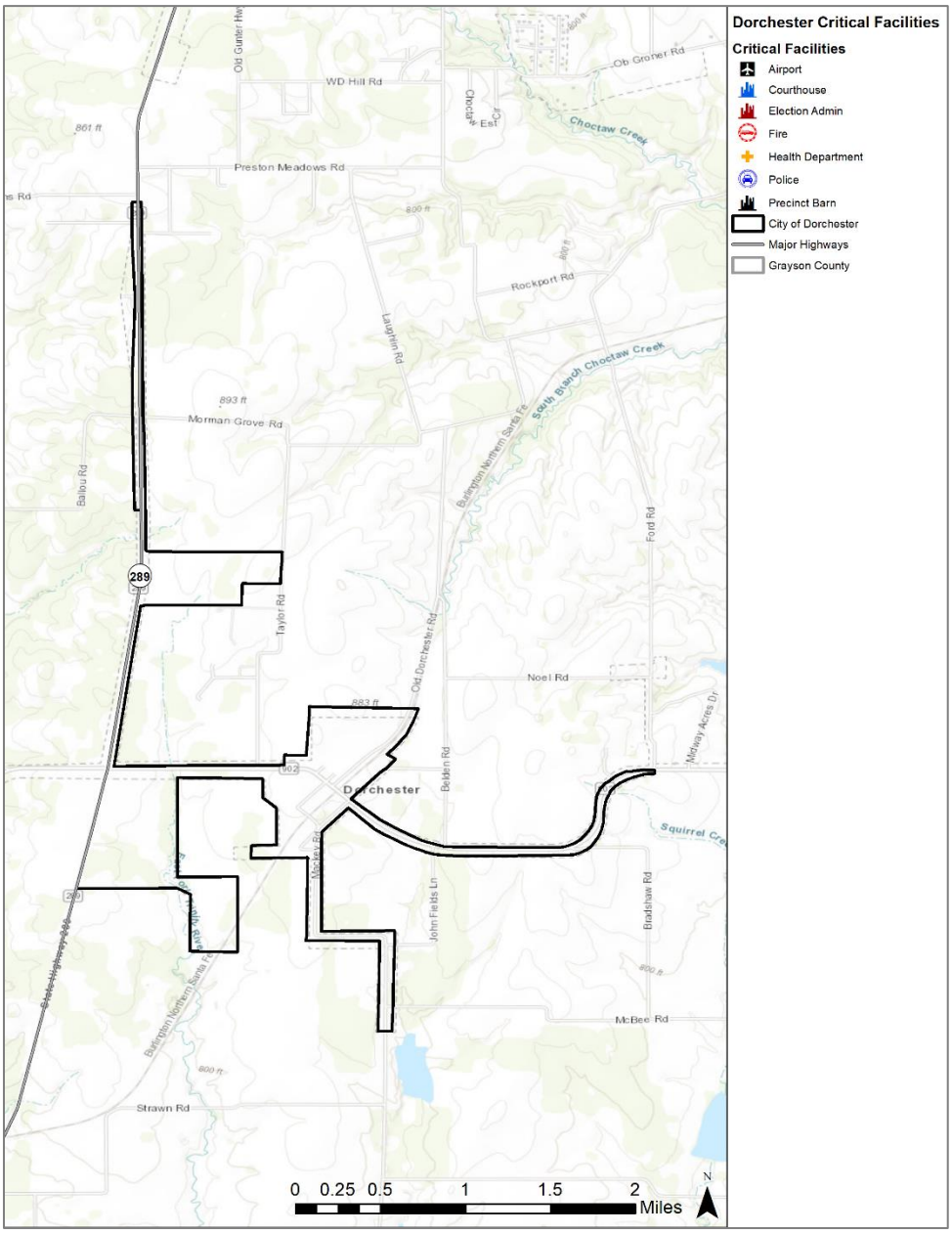


Table C-5. Critical Facilities by Type in the City of Dorchester

TYPE	NUMBER
Elevated Water Tank	1
Fire Station	1
Government Building	1
Water Treatment Facility	2

Figure C-6. Critical Facilities in the City of Gunter

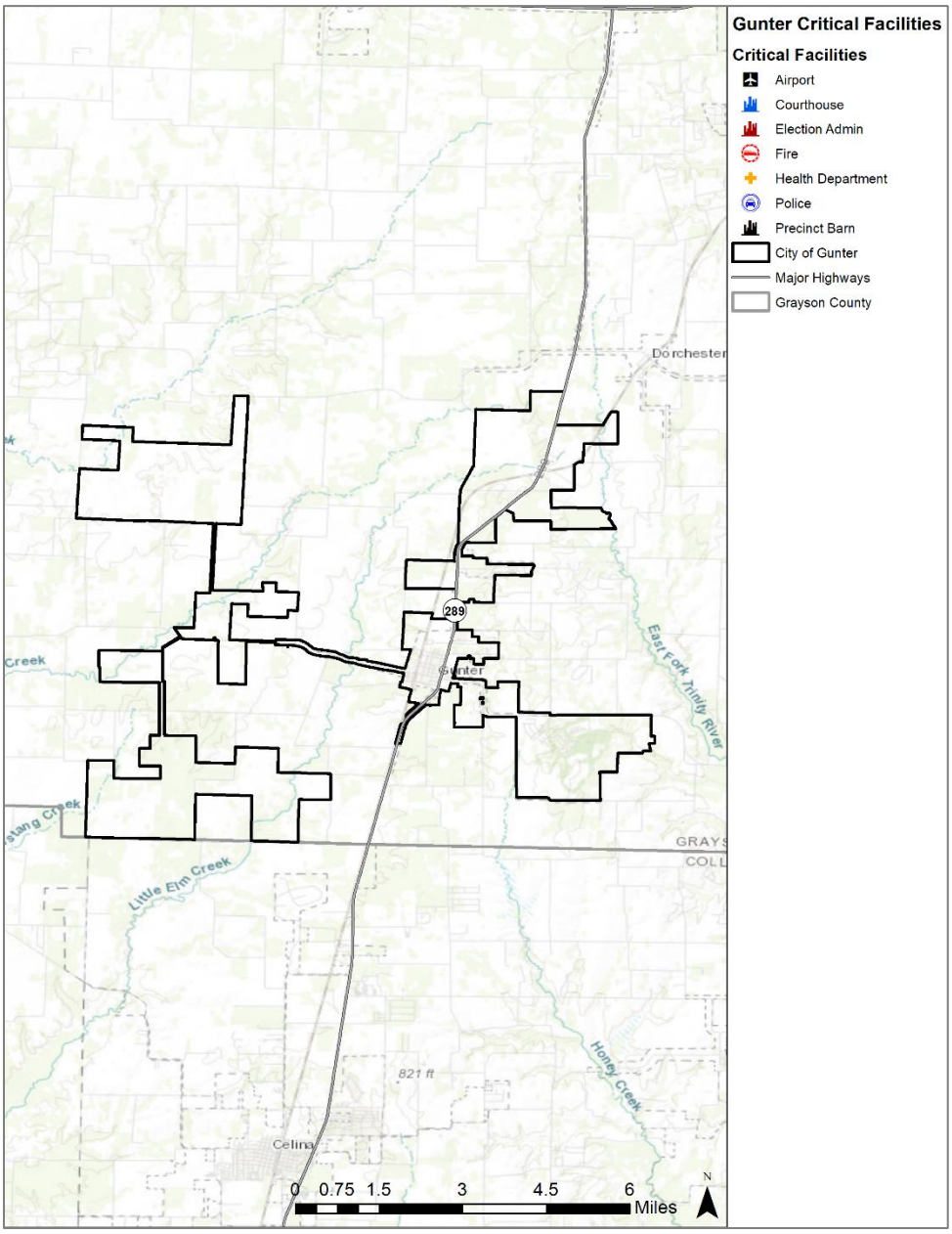


Table C-6. Critical Facilities by Type in the City of Gunter

TYPE	NUMBER
Fire Station	1
Government Building	1
Police Station	1
Potable Water Treatment Facility	1
Wastewater Treatment Facility	1

Figure C-7. Critical Facilities in the City of Howe

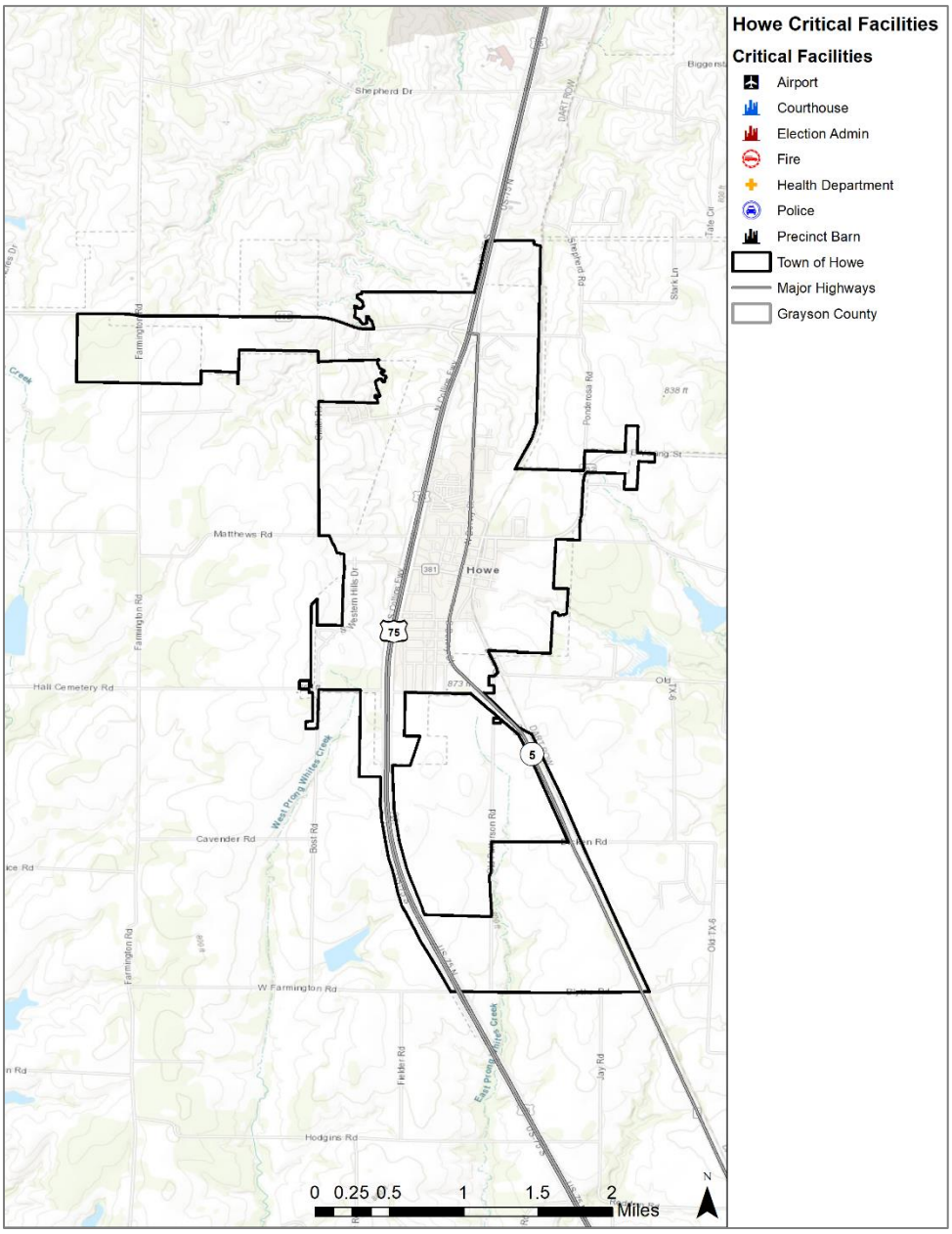


Table C-7. Critical Facilities by Type in the City of Howe

TYPE	NUMBER
Fire Station	2
Historical Property	1
Police Station	1
School	4
Potable Water Treatment Facility	3
Wastewater Treatment Facility	1
Well	3

Figure C-8. Critical Facilities in the City of Knollwood

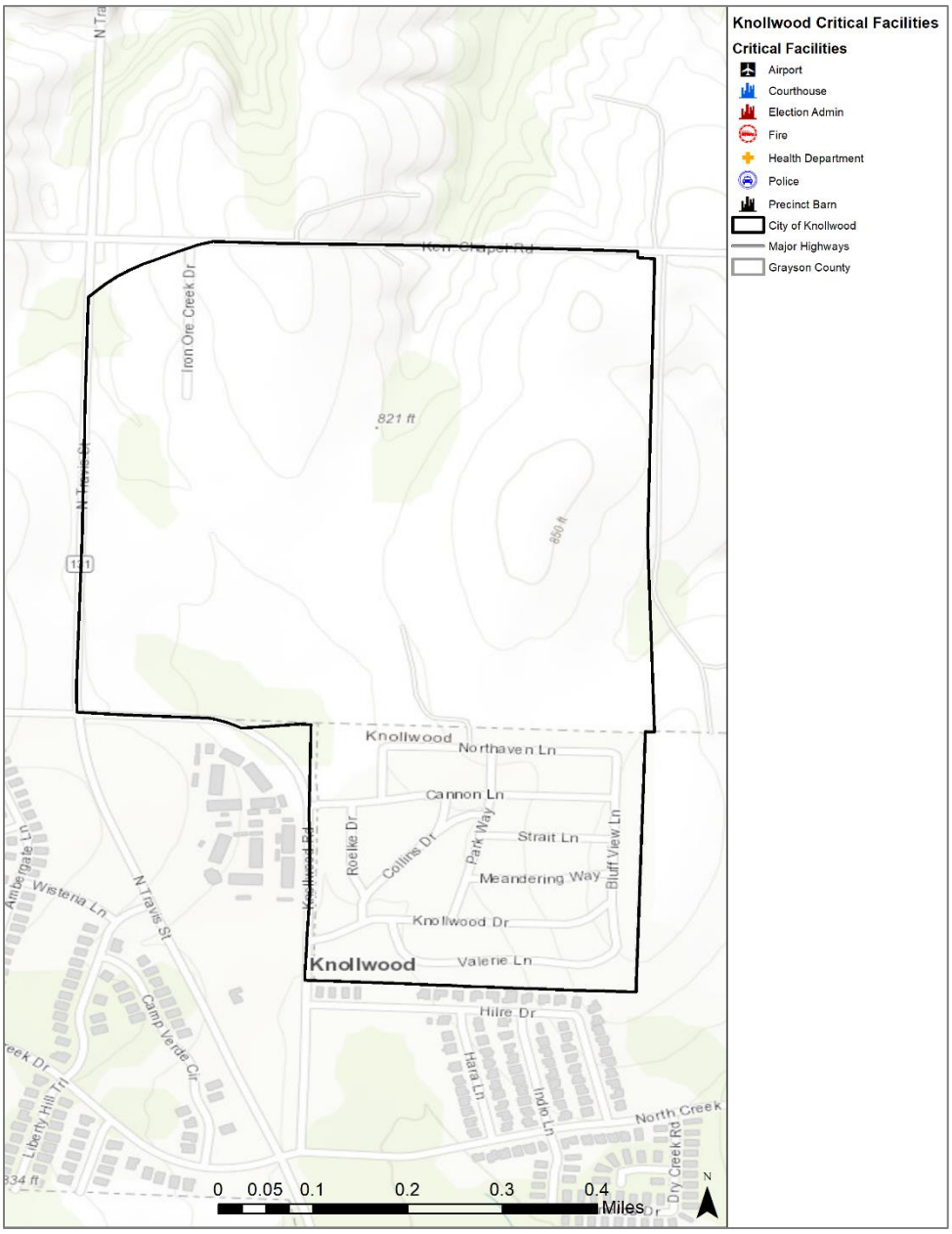


Table C-8. Critical Facilities by Type in the City of Knollwood

TYPE	NUMBER
College / University	1
Government Building	1
Home Depot – Shelter	1

Figure C-9. Critical Facilities in the City of Pottsboro

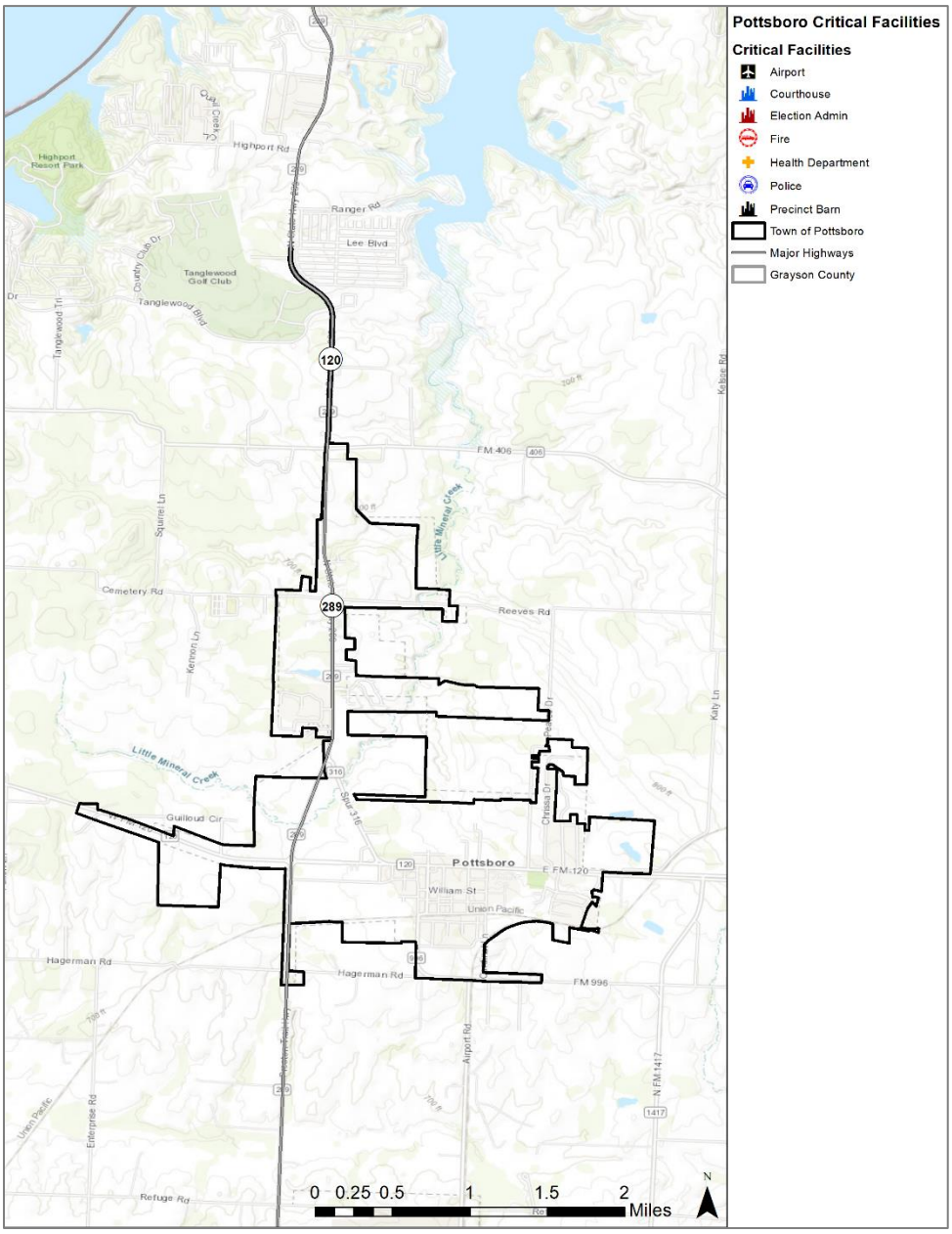


Table C-9. Critical Facilities by Type in the City of Pottsboro

TYPE	NUMBER
Fire Station	1
Government Building	1
Police Station	1
Potable Water Treatment Facility	4
School	4
Wastewater Treatment Facility	1

Figure C-10. Critical Facilities in the City of Sadler

APPENDIX C: CRITICAL FACILITIES

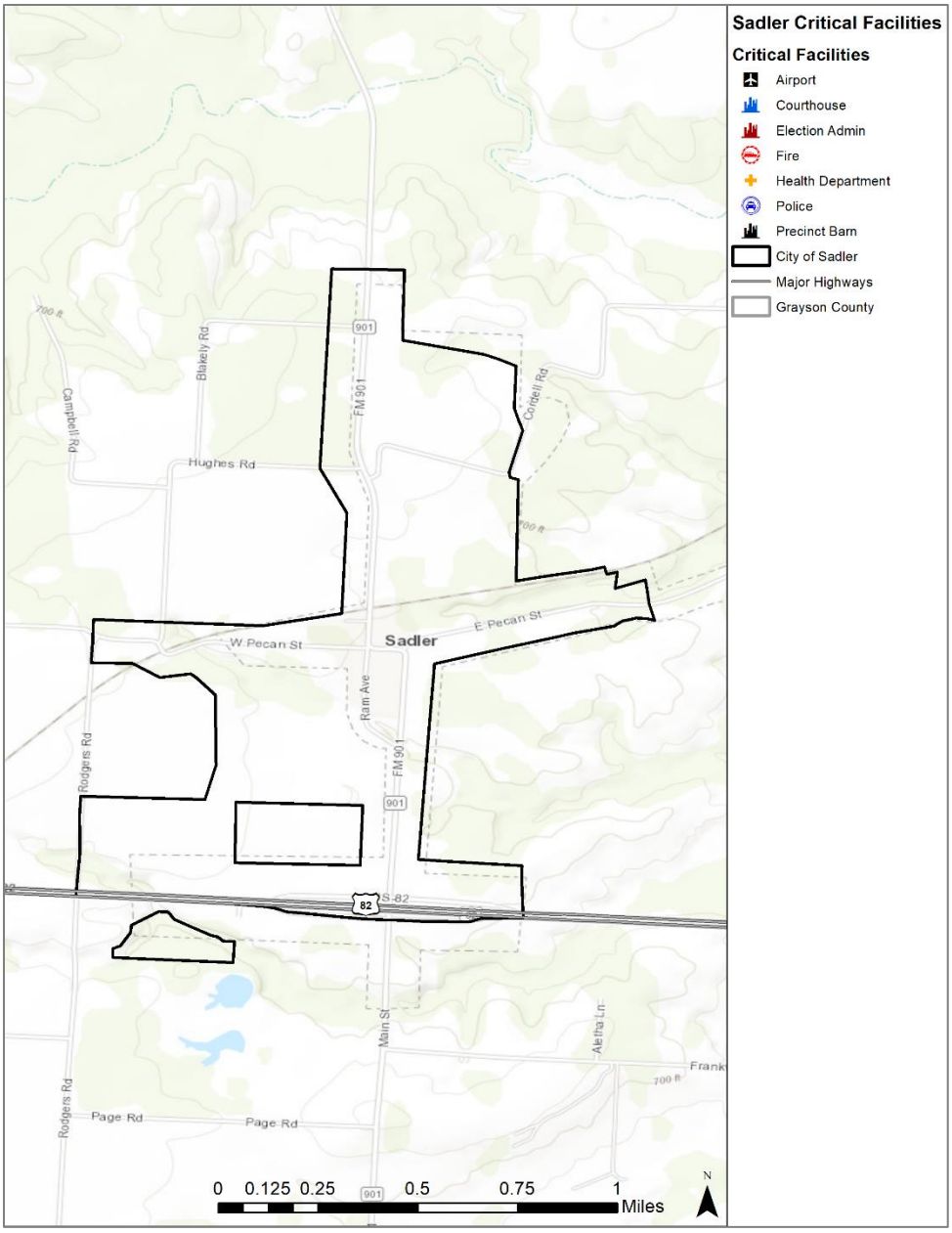


Table C-10. Critical Facilities by Type in the City of Sadler

TYPE	NUMBER
Elevated Water Tanks	2
Government Building	1
Main Well	1
Small (Household) Well	2
Wastewater Treatment Facility	1

Figure C-11. Critical Facilities in the City of Sherman

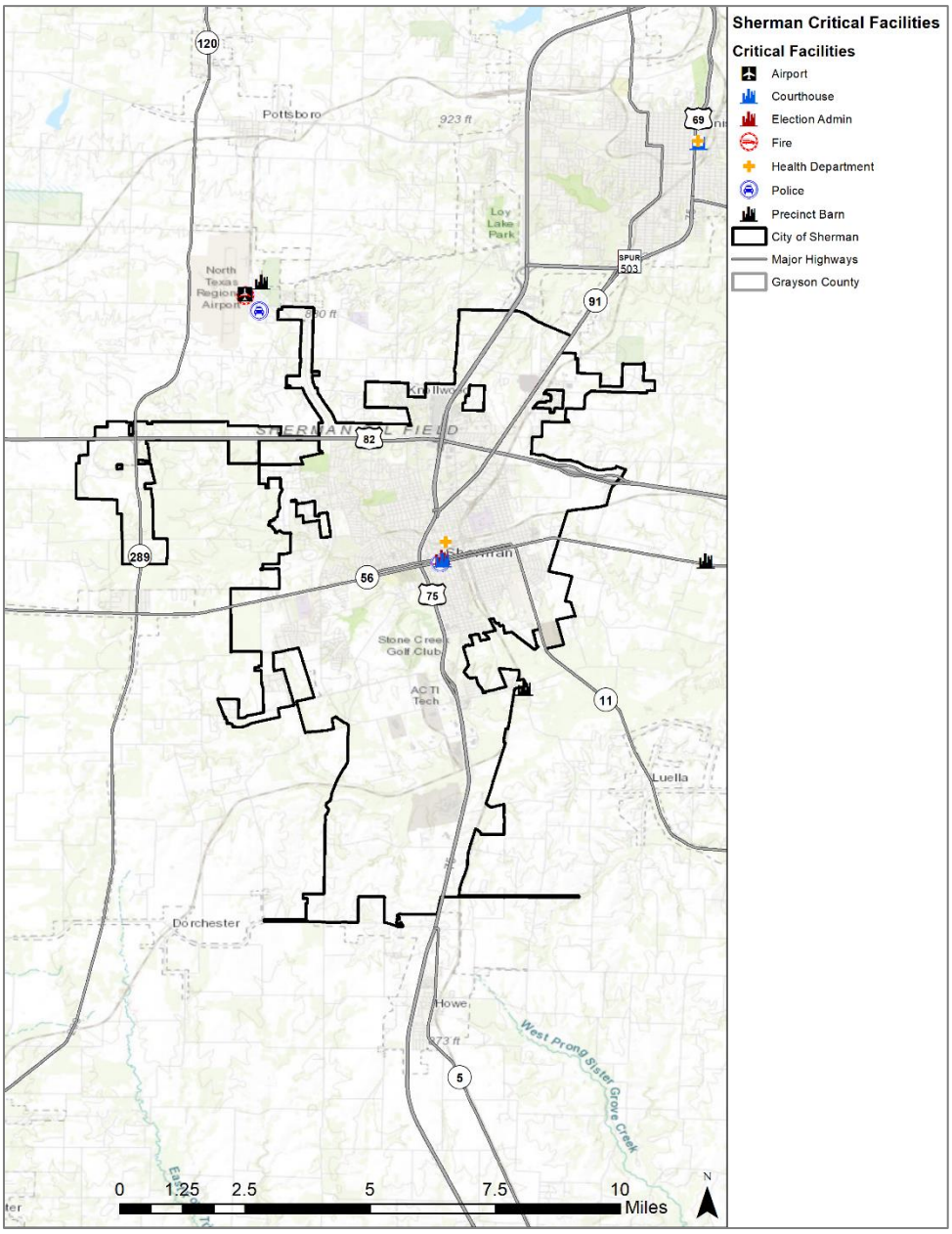


Table C-11. Critical Facilities by Type in the City of Sherman

TYPE	NUMBER
Airport	1
Dam	3
Electrical Plant	1
Fire Station	5
Hospital	2
Natural Gas Facility	1
Police Station	1
Potable Water Treatment Facility	1
School	14
Wastewater Treatment Facility	1

Figure C-12. Critical Facilities in the City of Southmayd

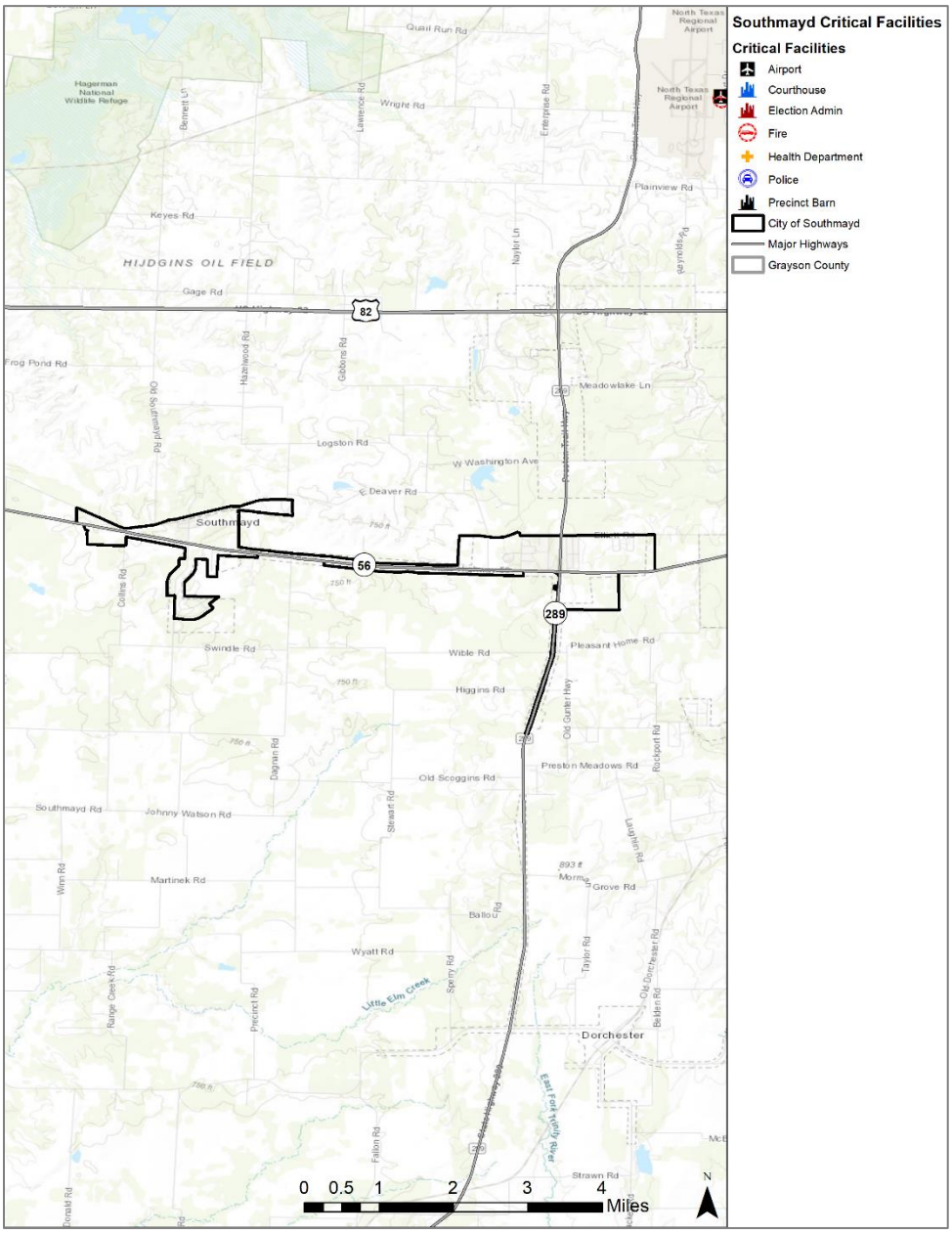


Table C-12. Critical Facilities by Type in the City of Southmayd

TYPE	NUMBER
Fire Station	1
Police Station	1
Pump Station	3
School	1
Water Treatment Facility	1

Figure C-13. Critical Facilities in the City of Tioga

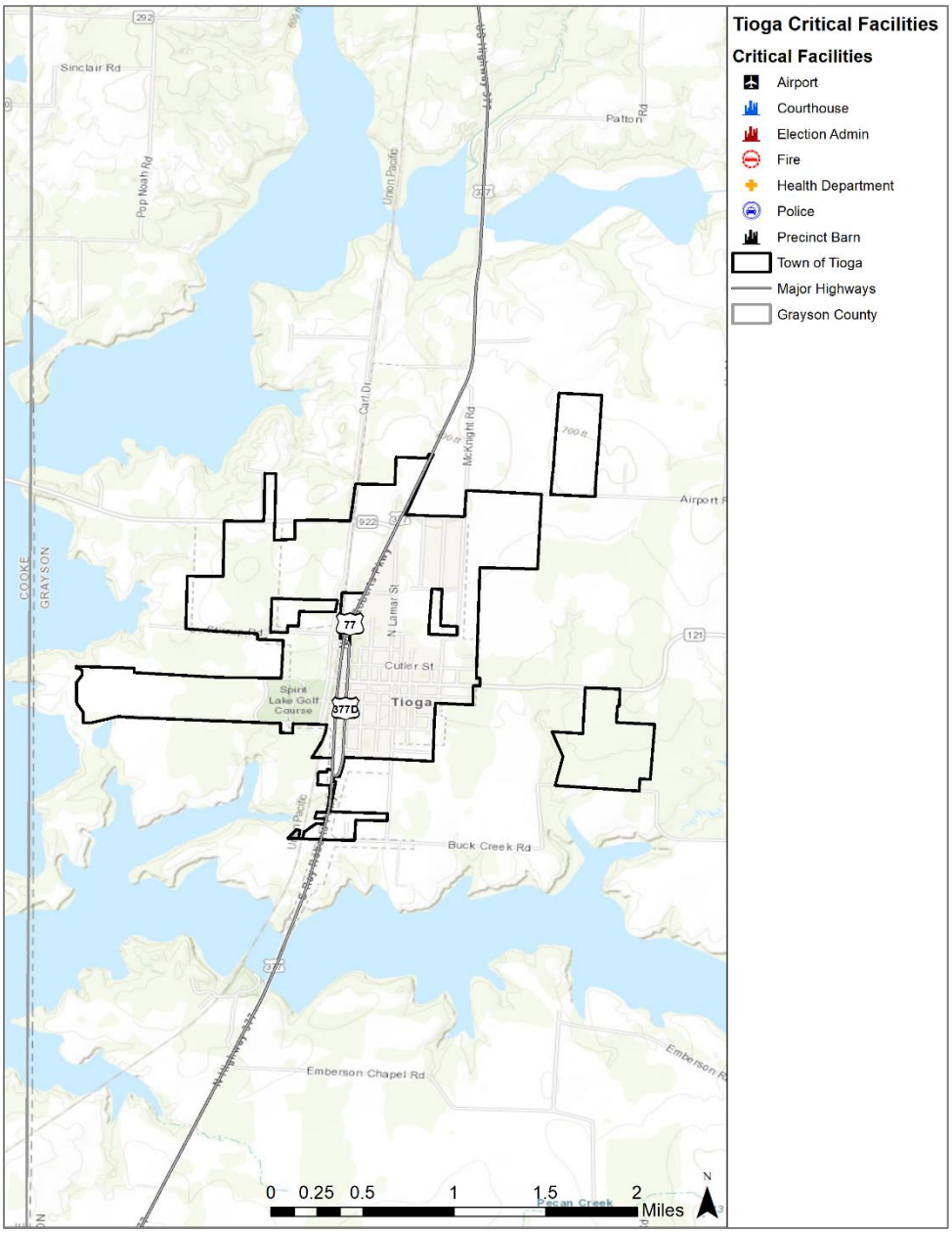


Table C-13. Critical Facilities by Type in the City of Tioga

TYPE	NUMBER
Fire Station	1
Police Station	1
Potable Water Treatment Facility	4
School	2
Wastewater Treatment Facility	1
Water Tower	1
Water Treatment Facility	1
Well	3

Figure C-14. Critical Facilities in the City of Tom Bean

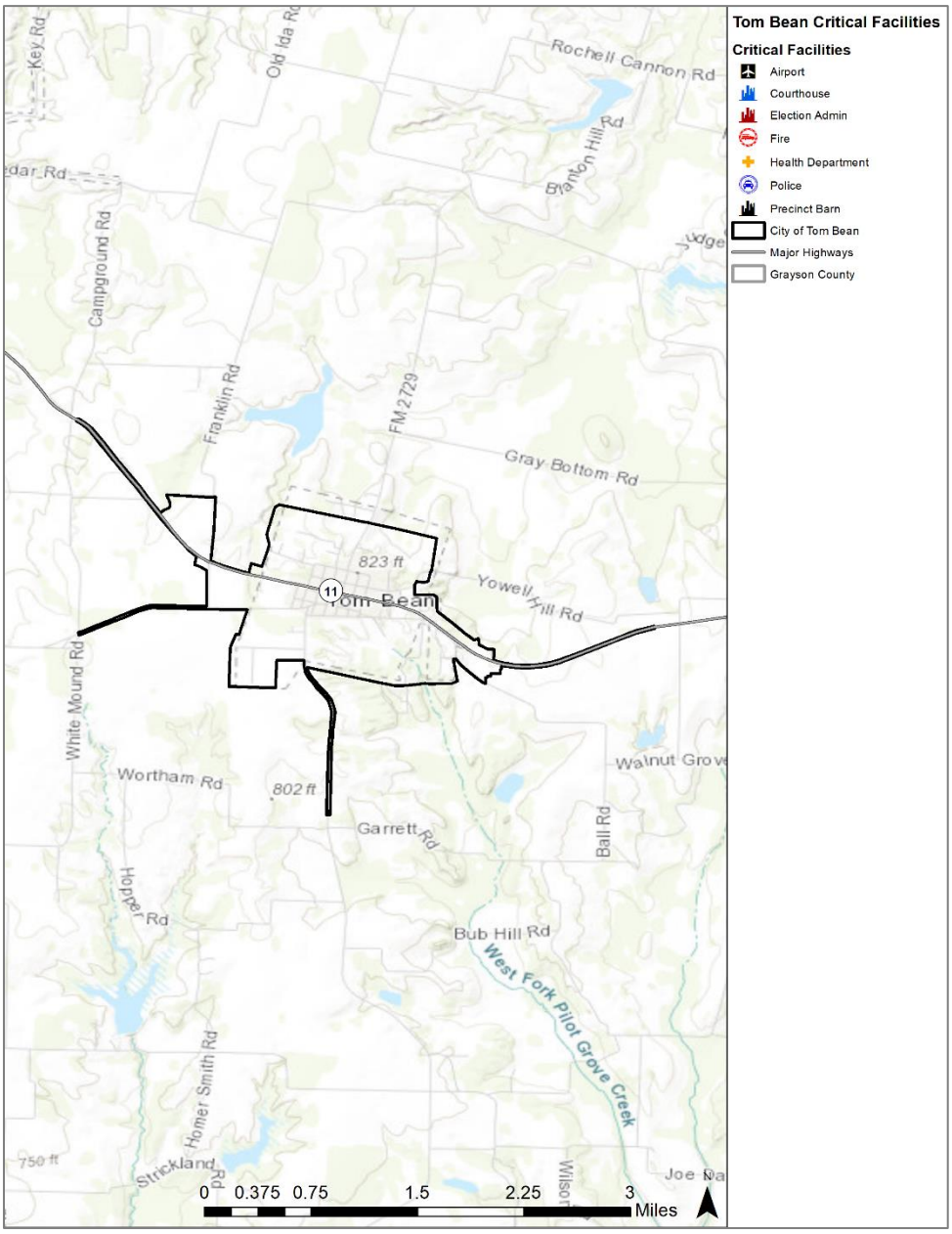


Table C-14. Critical Facilities by Type in the City of Tom Bean

TYPE	NUMBER
Fire Station	2
Government Building	1
Major Roadways	4
Police Station	2

APPENDIX C: CRITICAL FACILITIES

TYPE	NUMBER
Potable Water Treatment Facility	2
School	4
Sheriff's Office	1
Wastewater Treatment Facility	1

Figure C-15. Critical Facilities in the City of Van Alstyne

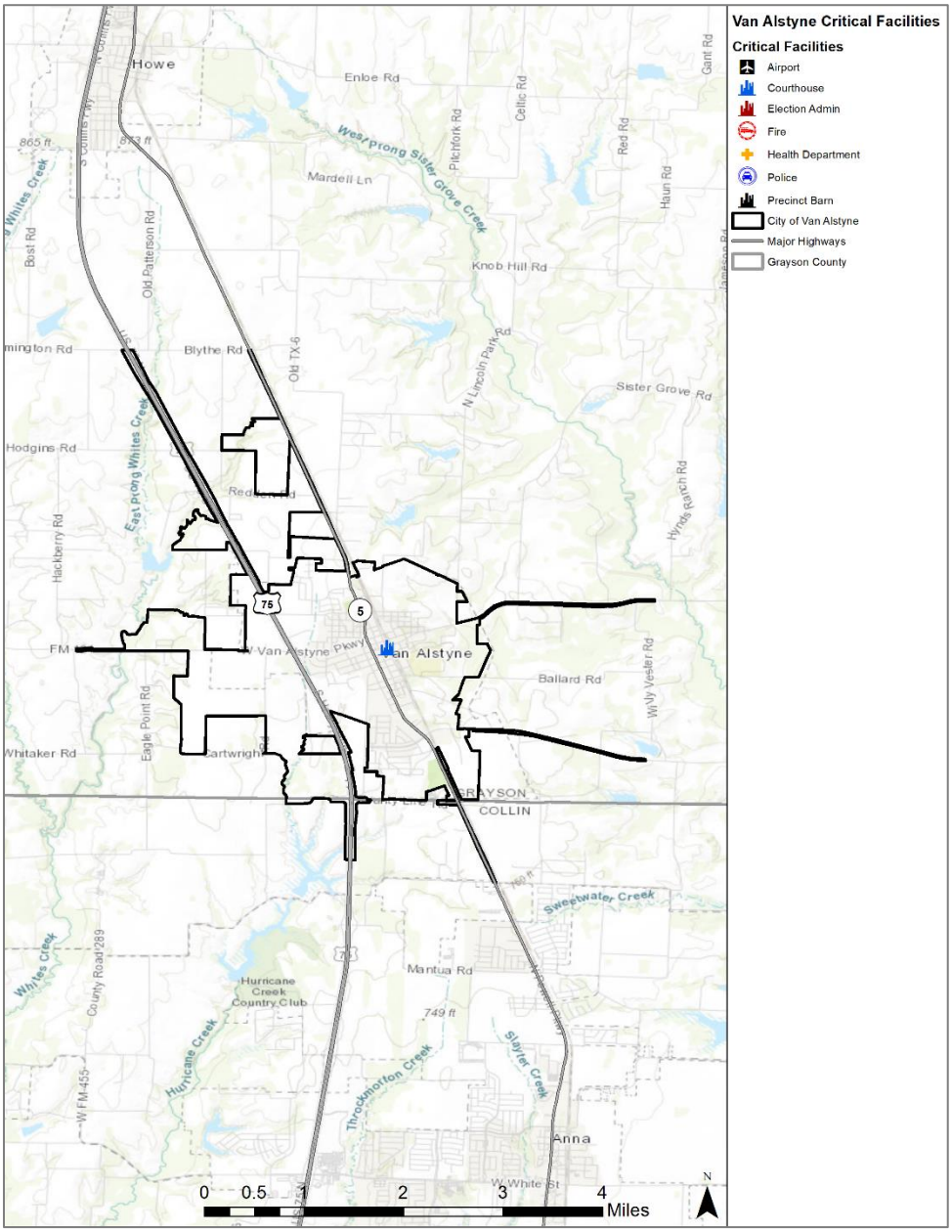


Table C-15. Critical Facilities by Type in the City of Van Alstyne

TYPE	NUMBER
911 Communication Dispatch	1
Communications	6
Energy Facility	8
Financial Institutions	3
Fire Station	1
Fuel Station	4
Government Buildings	5
Historical Property	1
Major Roadways	3
Nursing Home / Senior Living	2
Police Station	1
Power Substation	2
Pump Station	1
Rehabilitation Center	1
School	8
Wastewater Treatment Plant	1
Water Facility	1
Water Tower	2
Water Treatment Facility	3
Water Treatment Site	6
Weather Siren	4

Figure C-16. Critical Facilities in the City of Whitesboro

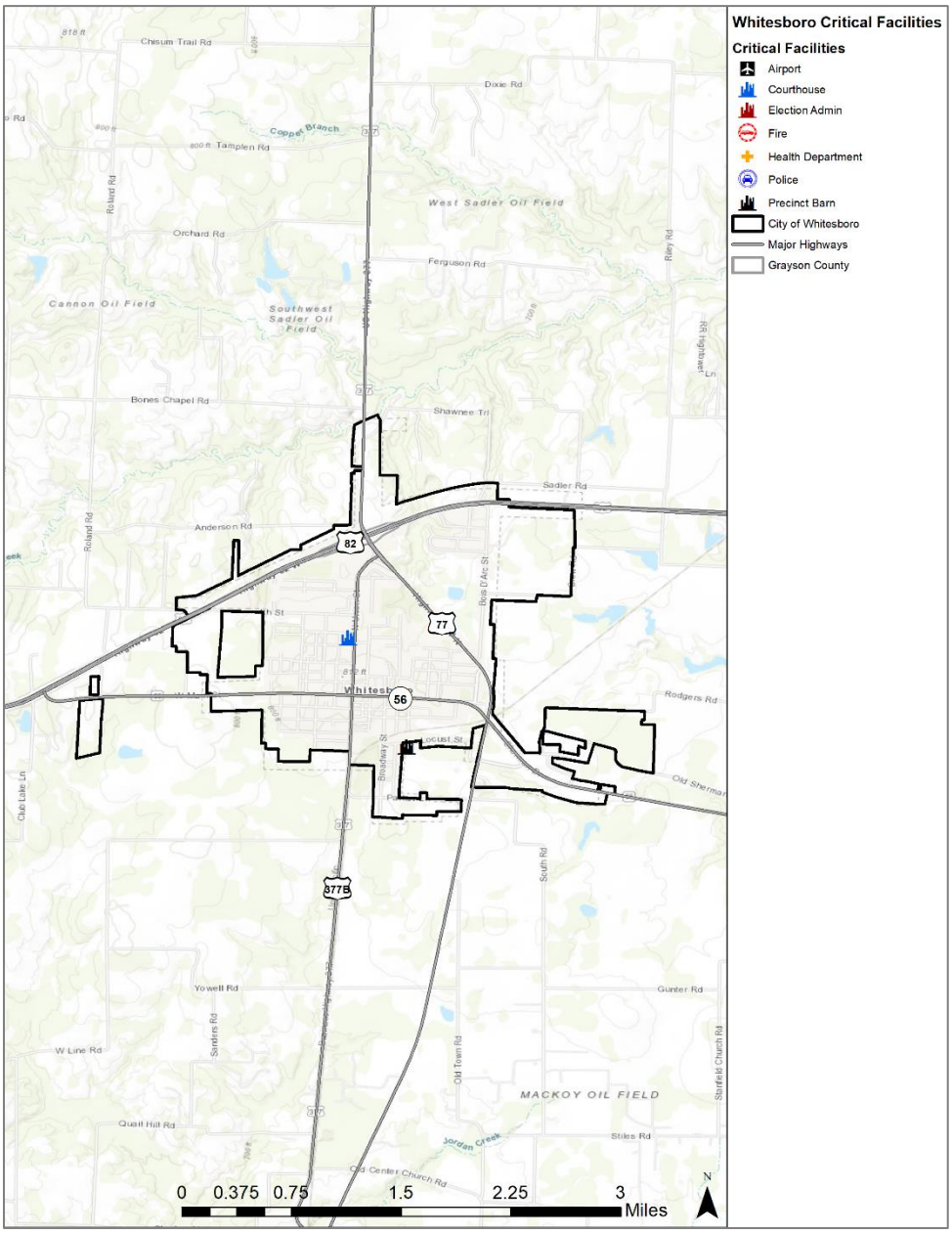


Table C-16. Critical Facilities by Type in the City of Whitesboro

TYPE	NUMBER
Electric Facility	1
Emergency Medical Services / Fire Station	1
Emergency Operations Center / Police Station	1
School	4
Shelter	1
Wastewater Treatment Facility	1
Water Storage	1
Well	5

Figure C-17. Critical Facilities in the City of Whitewright

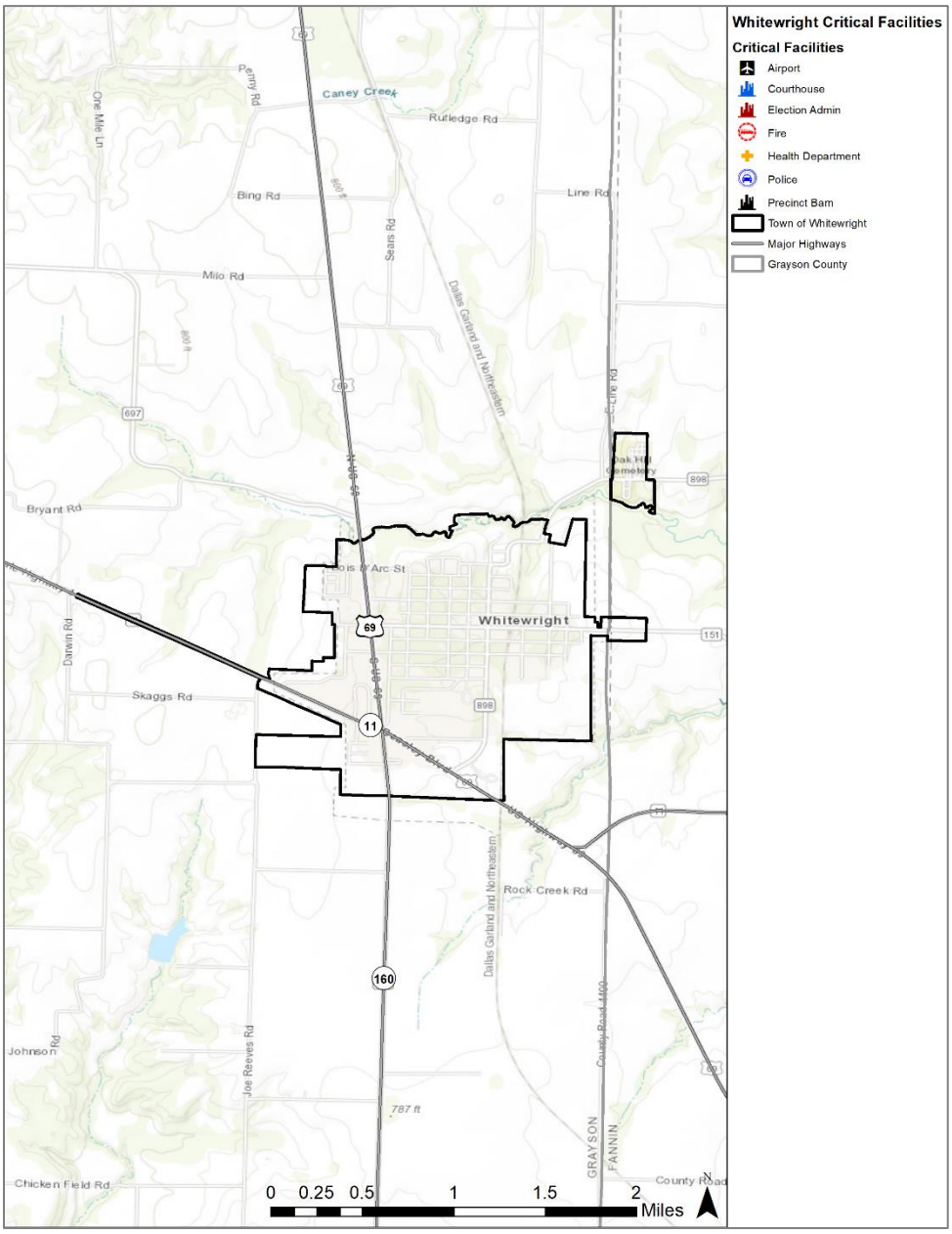


Table C-17. Critical Facilities by Type in the City of Whitewright

TYPE	NUMBER
Fire Station	2
Historical Property	1
Major Bridges	2
Police Station	1
School	3
Wastewater Treatment Facility	1
Well	6

Figure C-18. Critical Facilities in Bells Independent School District (ISD)

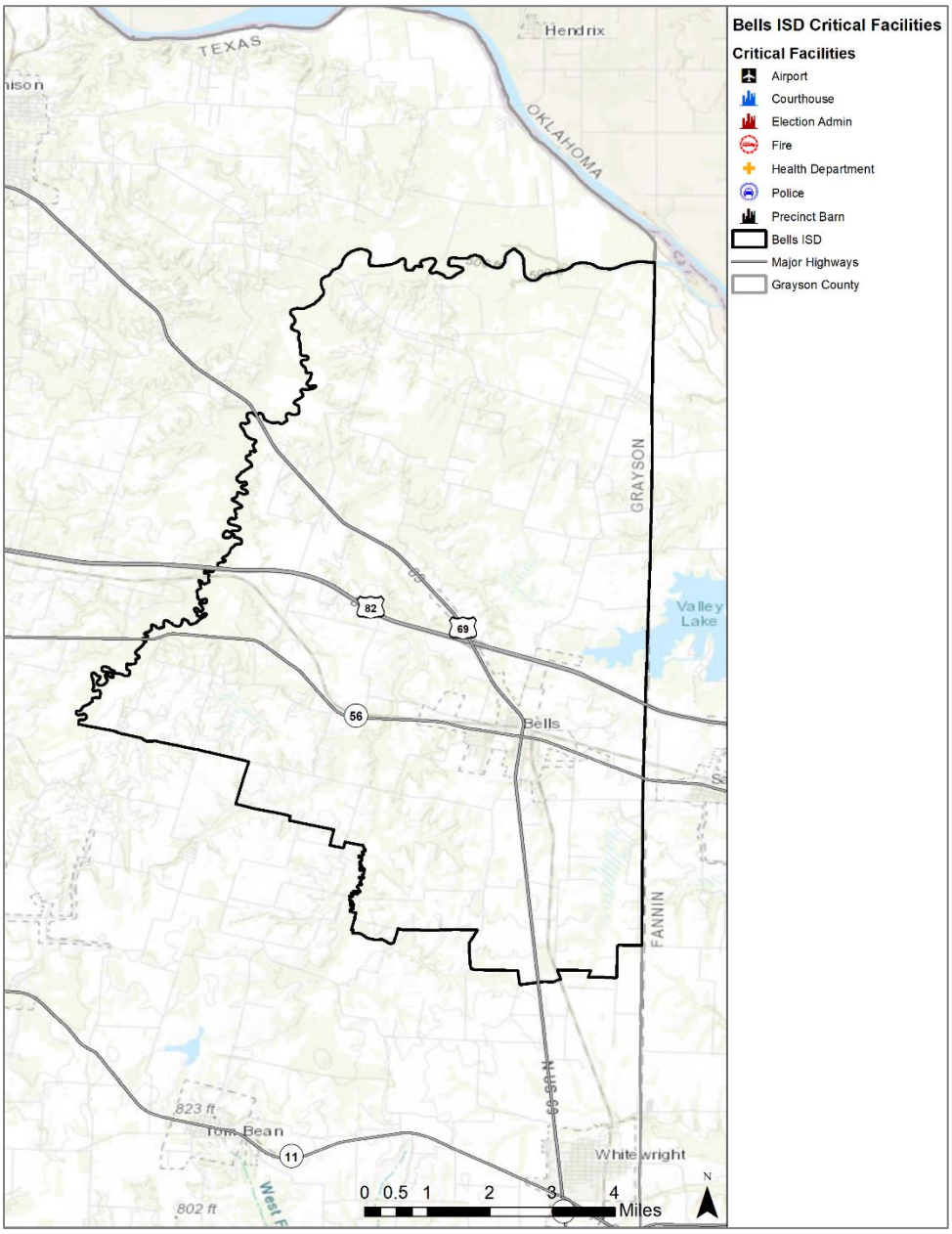


Table C-18. Critical Facilities by Type in Bells Independent School District (ISD)

TYPE	NUMBER
Administration Office	1
AG Facility	1
Elementary School	1
Field House	1
High School	1
Junior High School	1
Maintenance Building	1

Figure C-19. Critical Facilities in Collinsville Independent School District (ISD)

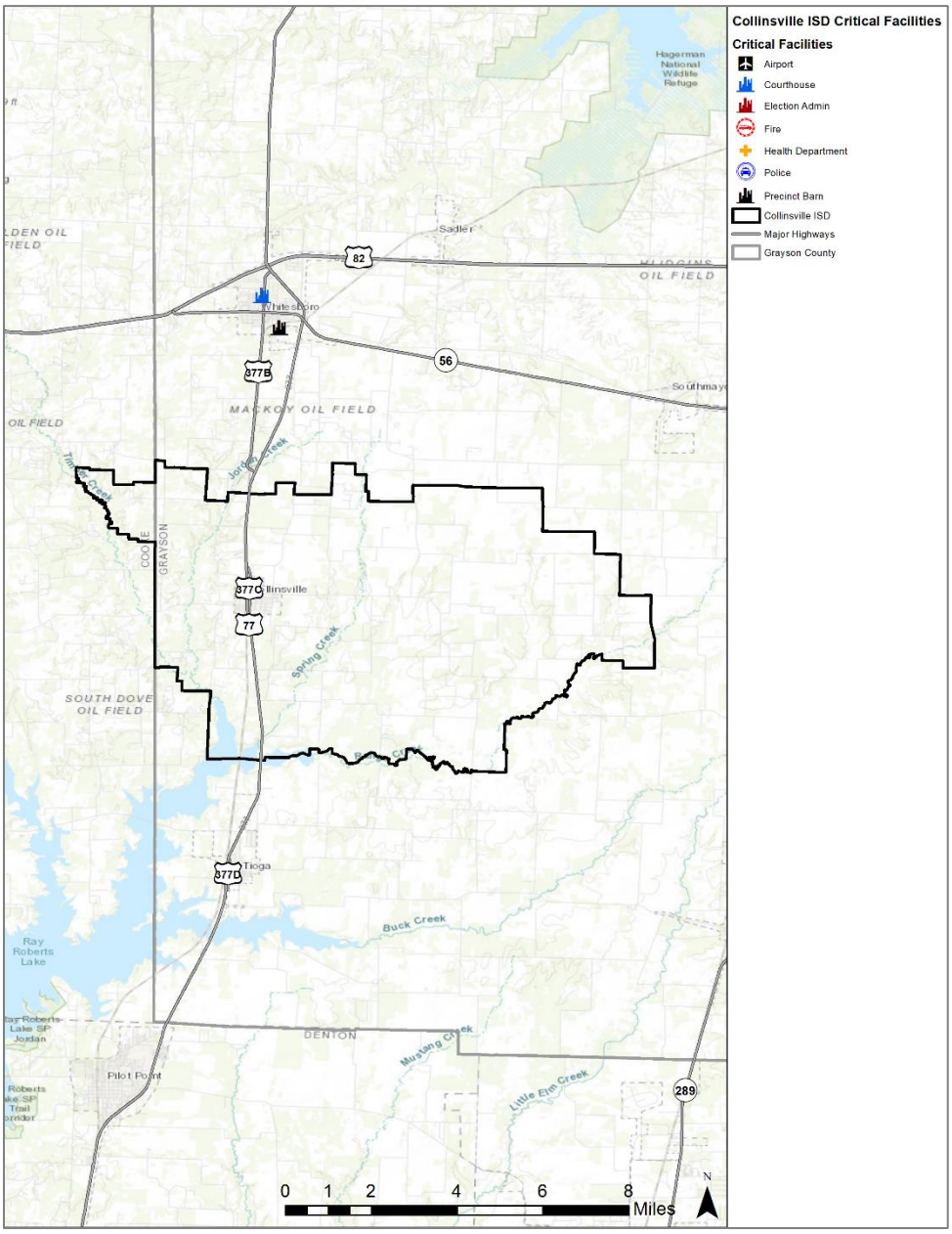


Table C-19. Critical Facilities by Type in Collinsville Independent School District (ISD)

TYPE	NUMBER
Athletic Complex	1
Elementary School	1
High School	1
Primary School	1

Figure C-20. Critical Facilities in Denison Independent School District (ISD)

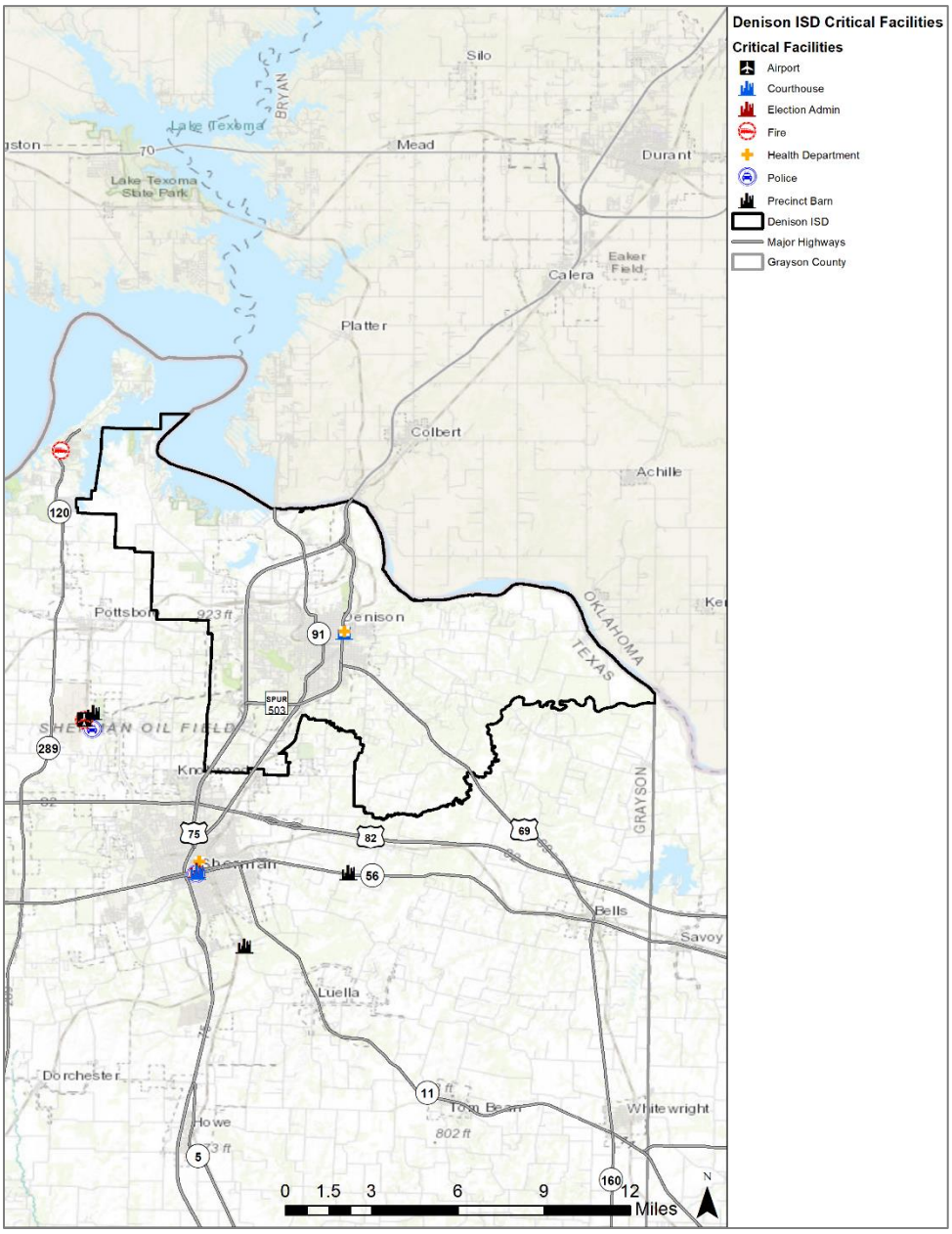


Table C-20. Critical Facilities by Type in Denison Independent School District (ISD)

TYPE	NUMBER
Administration Office	1
Elementary School	5
High School	2
Intermediate School	1
Maintenance and Transportation Building	1
Middle School	1
Stadium	1

Figure C-21. Critical Facilities in Gunter Independent School District (ISD)

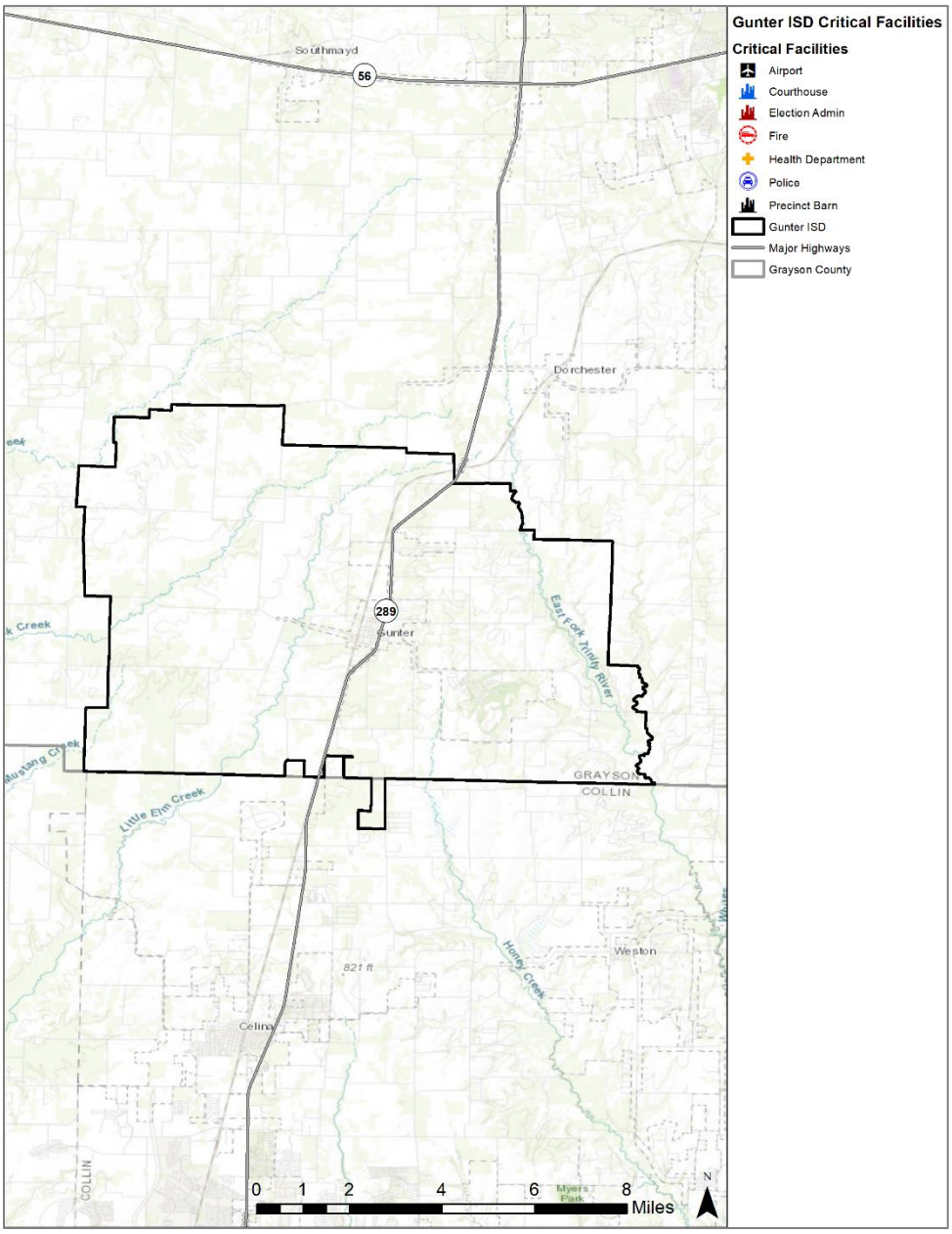


Table C-21. Critical Facilities by Type in Gunter Independent School District (ISD)

TYPE	NUMBER
Administration Office	1
AG Farm Building	2
Annex	1
Athletic Facility	1
Baseball Field	1
Elementary School	1
High School	1
“Hog” Barn/Shed	1
Indoor Facility	1
Middle School	1
Portable Classrooms	3
Softball Field	1
Stadium	1
Storage Building	1

Figure C-22. Critical Facilities in Howe Independent School District (ISD)

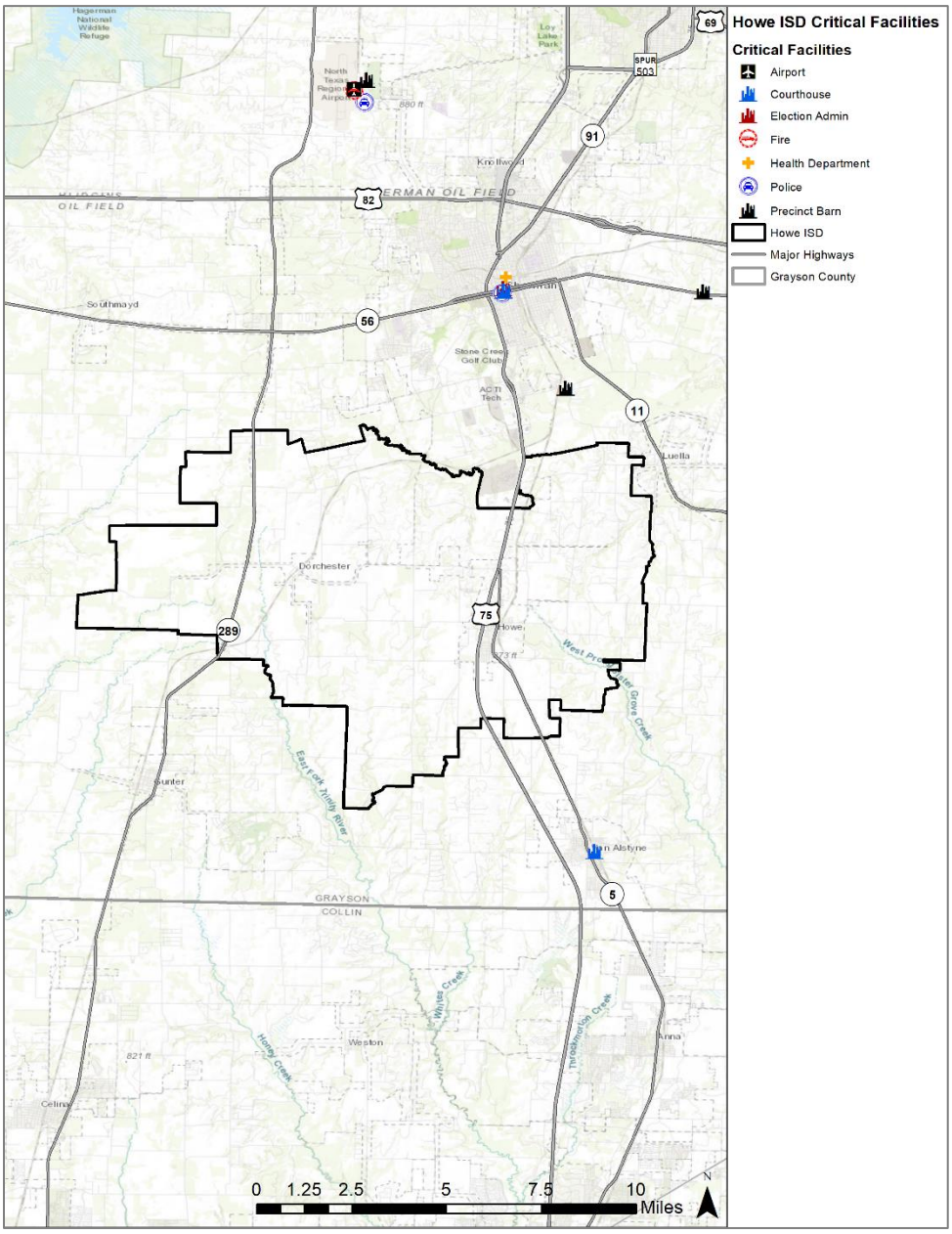
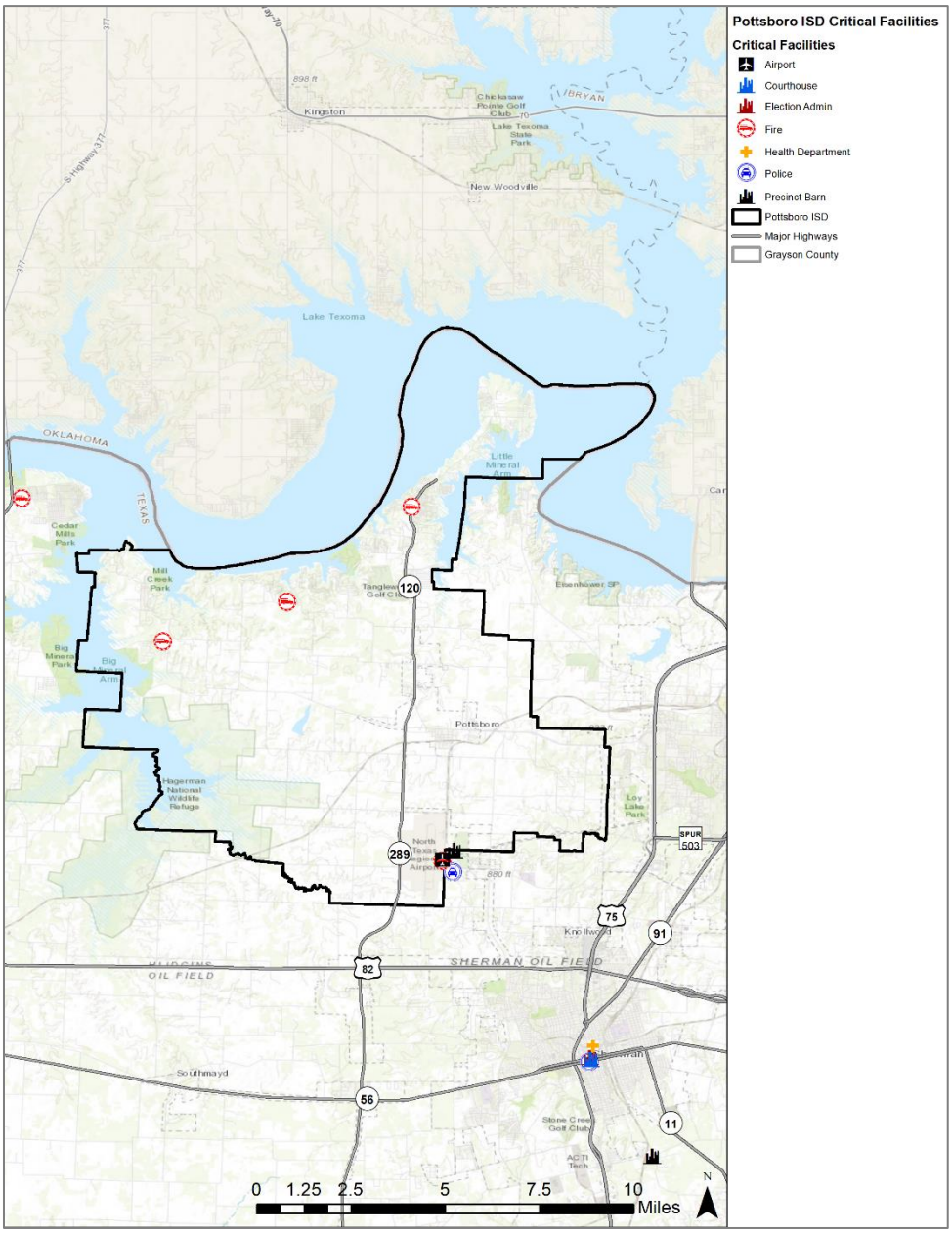


Table C-22. Critical Facilities by Type in Howe Independent School District (ISD)

TYPE	NUMBER
Elementary School	1
High School	1
Intermediate School	1
Middle School	1

Figure C-23. Critical Facilities in Pottsboro Independent School District (ISD)



APPENDIX C: CRITICAL FACILITIES

Table C-23. Critical Facilities by Type in Pottsboro Independent School District (ISD)

TYPE	NUMBER
Administration Office	1
Elementary School	1
Middle School	1
High School	1
Intermediate School	1

Figure C-24. Critical Facilities in S&S C Independent School District (ISD)

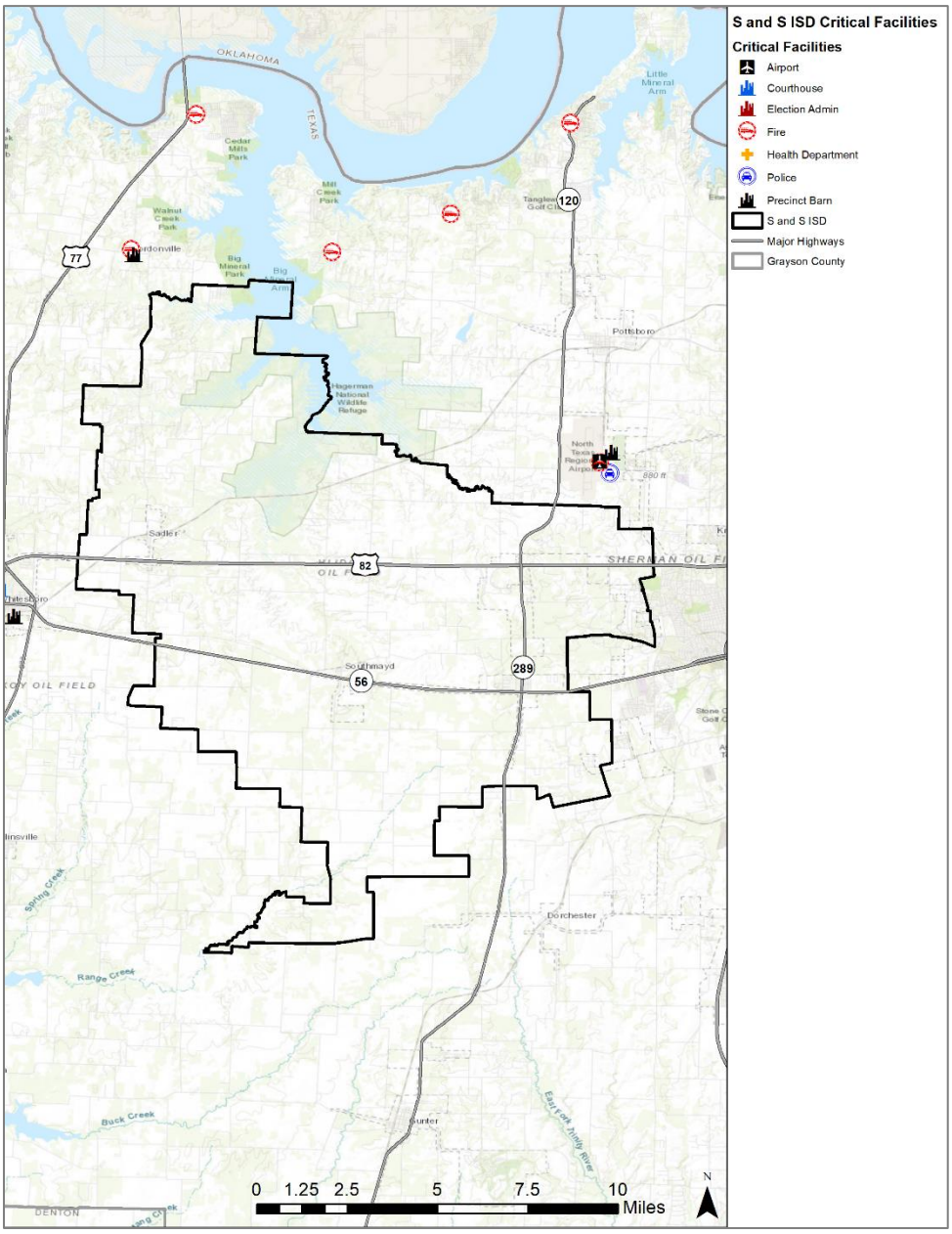


Table C-24. Critical Facilities by Type in S&S C Independent School District (ISD)

TYPE	NUMBER
Elementary School	1

Figure C-25. Critical Facilities in Sherman Independent School District (ISD)

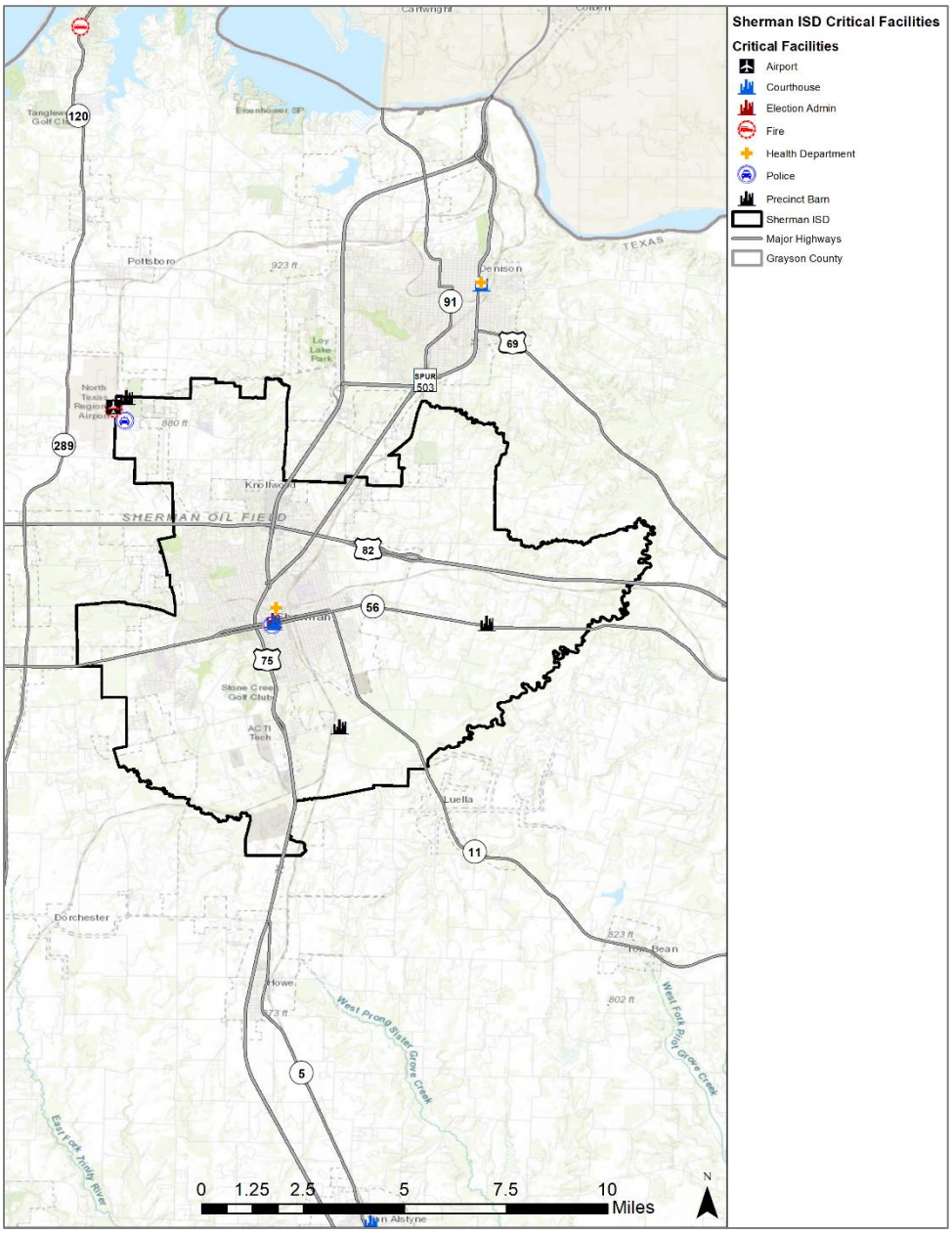


Table C-25. Critical Facilities by Type in Sherman Independent School District (ISD)

TYPE	NUMBER
DAEP Facility	1
Early Childhood School	2
Elementary School	7
High School	1
Learning Center	1
Middle School	2
Service Center	1

Figure C-26. Critical Facilities in Tioga Independent School District (ISD)

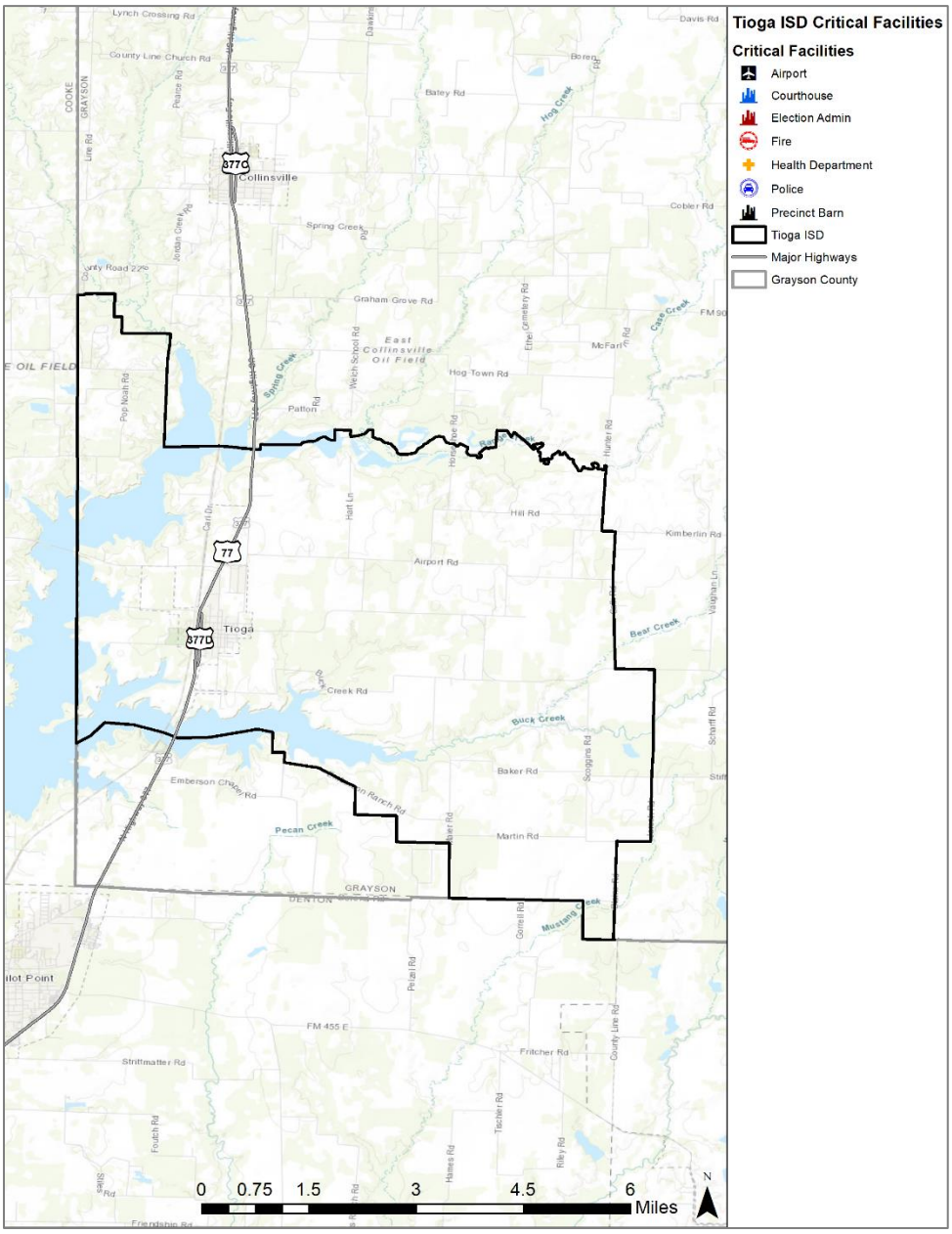


Table C-26. Critical Facilities by Type in Tioga Independent School District (ISD)

TYPE	NUMBER
AG Barn	1
High School	1
Middle School / EL School	1

Figure C-27. Critical Facilities in Tom Bean Independent School District (ISD)

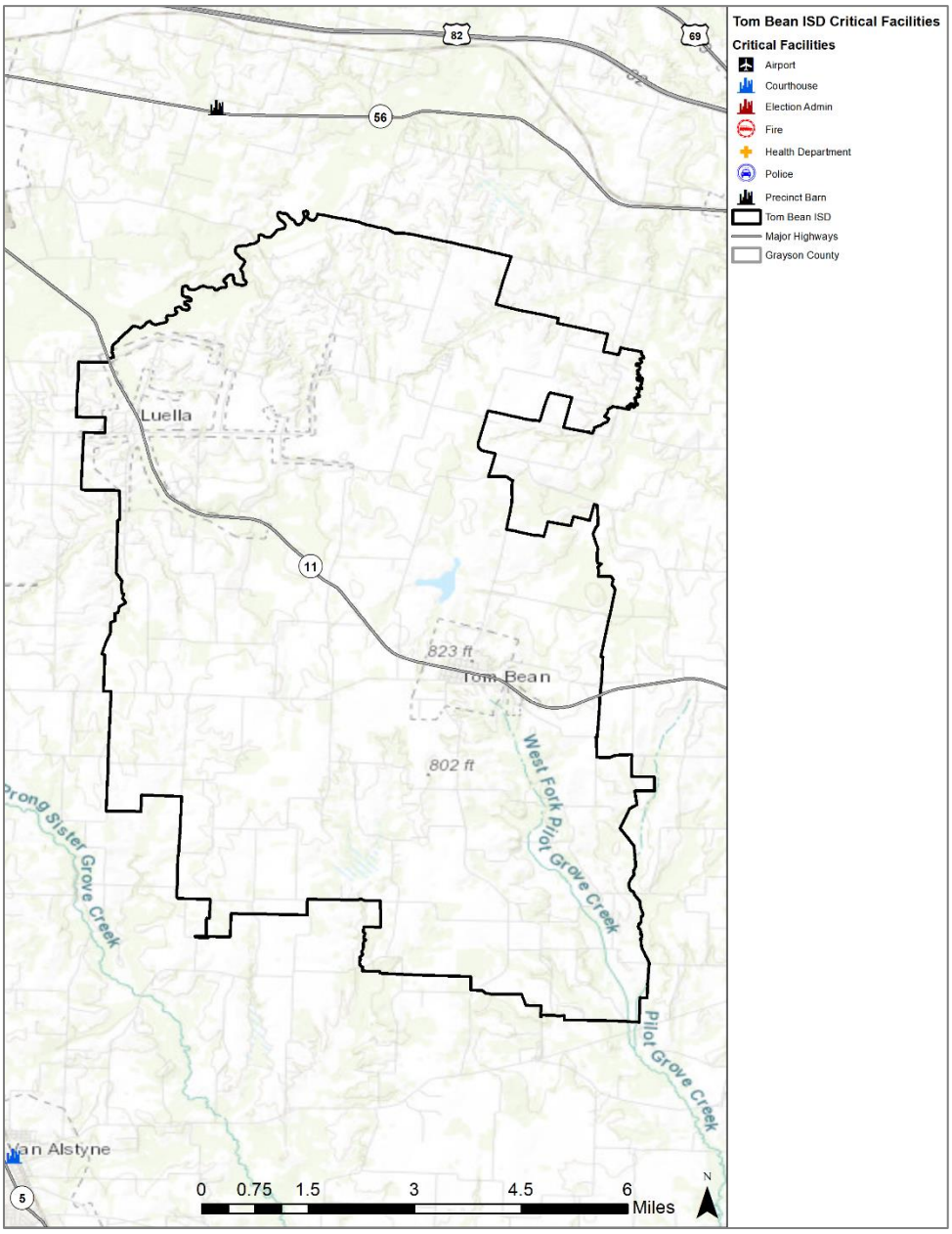


Table C-27. Critical Facilities by Type in Tom Bean Independent School District (ISD)

TYPE	NUMBER
Administration Office	1
Elementary School	1
High School	1
Middle School	1

Figure C-28. Critical Facilities in Van Alstyne Independent School District (ISD)

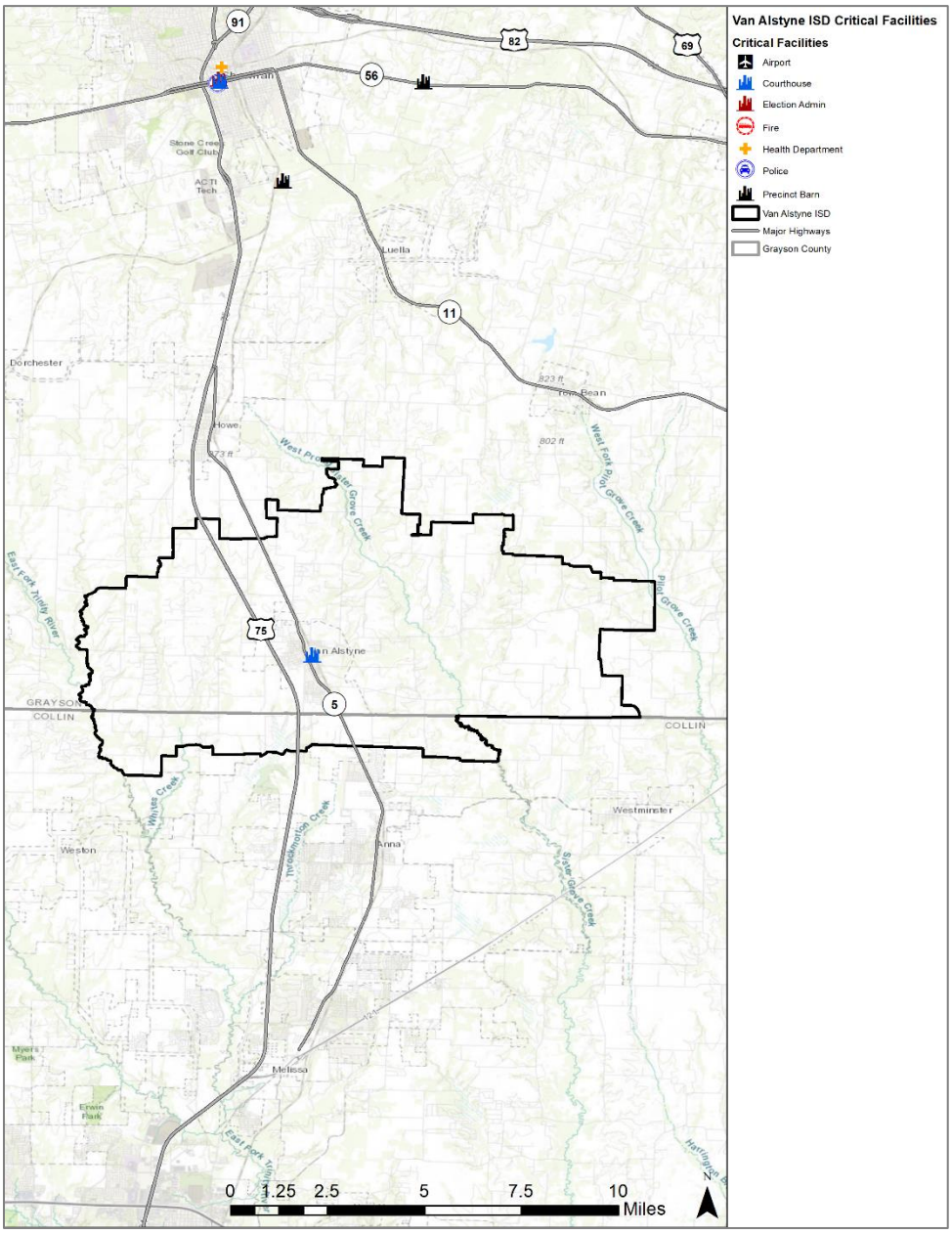


Table C-28. Critical Facilities by Type in Van Alstyne Independent School District (ISD)

TYPE	NUMBER
Administration Building	1
Athletic Training Center	1
Elementary Schools	2
High School	1
Middle School	1

Figure C-29. Critical Facilities in Whitesboro Independent School District (ISD)

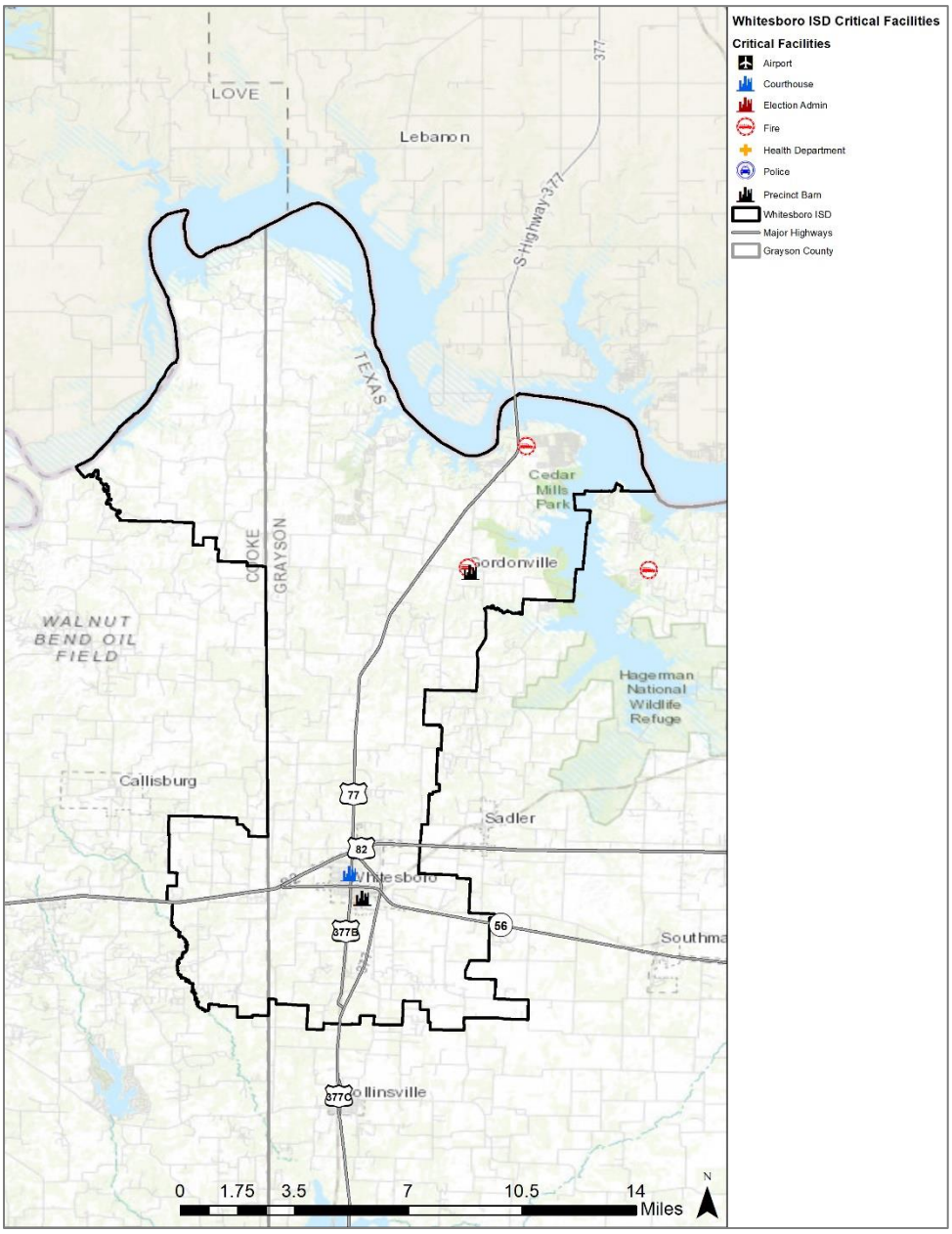


Table C-29. Critical Facilities by Type in Whitesboro Independent School District (ISD)

TYPE	NUMBER
Bus Barn	1
Central Office	1
High School	1
Intermediate School	1
Middle School	1
Primary School	1
Stadium	1

Figure C-30. Critical Facilities in Whitewright Independent School District (ISD)

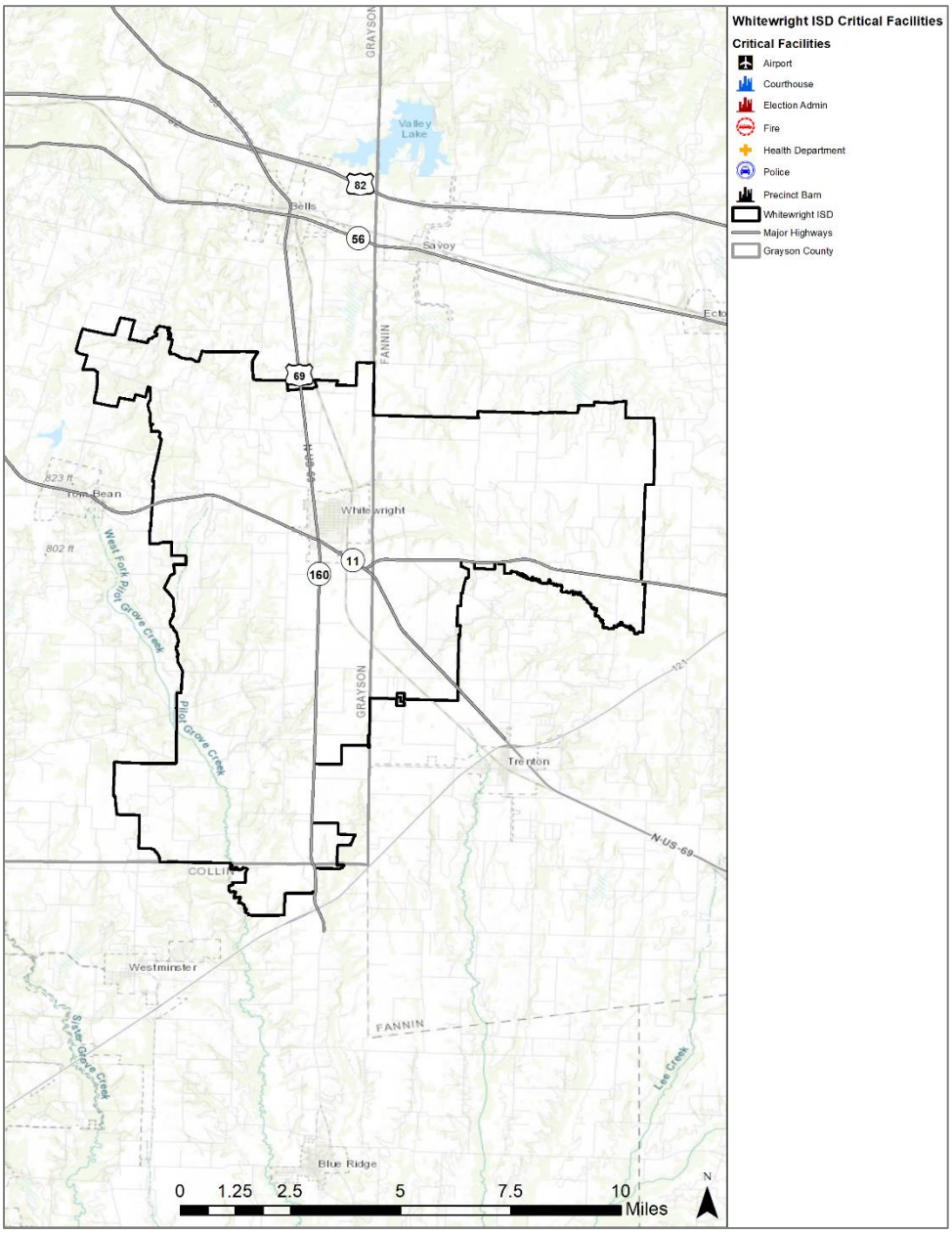
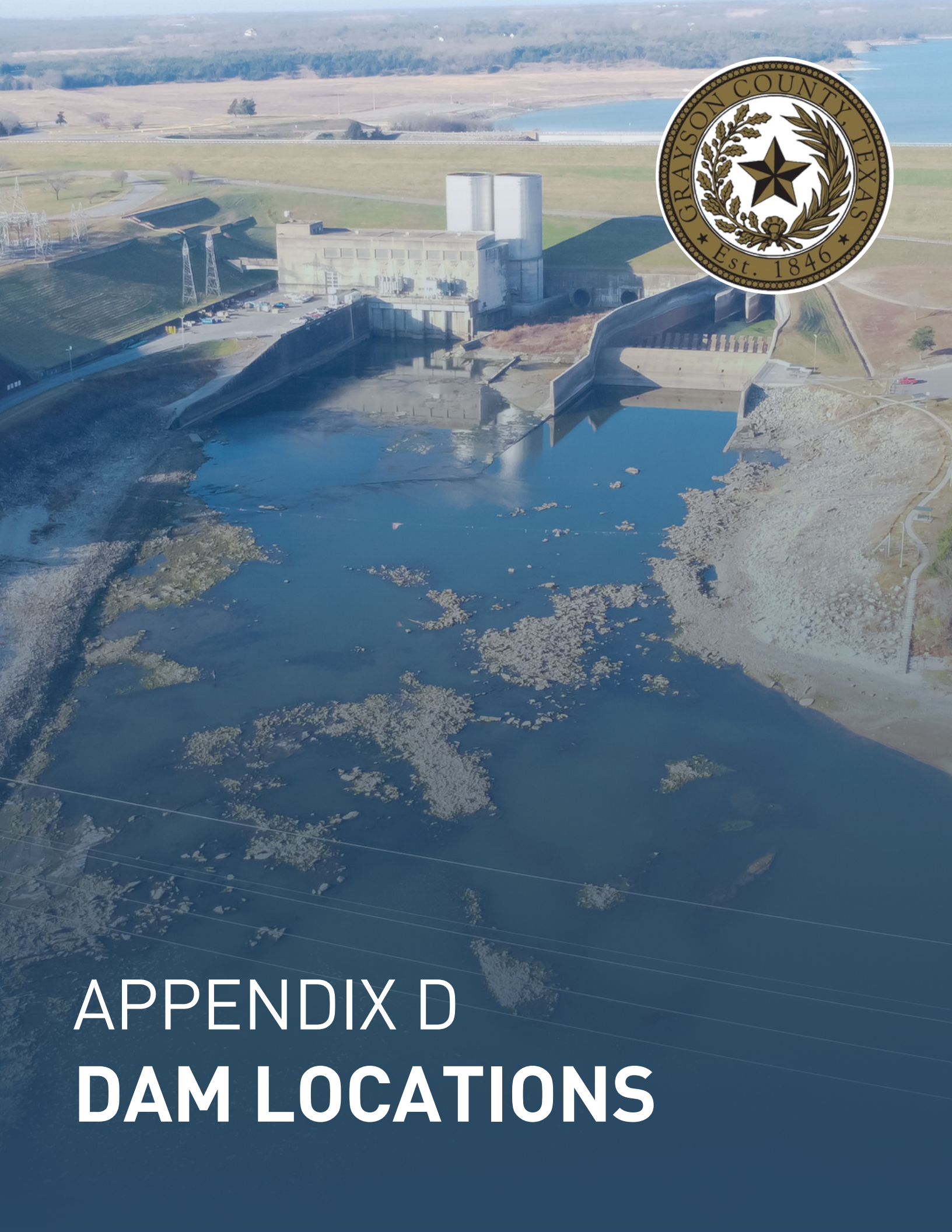


Table C-30. Critical Facilities by Type in Whitewright Independent School District (ISD)

TYPE	NUMBER
Administration Building	1
AG Barn	2
Bus Barn	1
Concession Building	3
Elementary School	1
Fieldhouse	3
High School	1
Maintenance Building	1
Middle School	1
Softball Facility	1
Storage Facility	1



APPENDIX D
DAM LOCATIONS

APPENDIX D: DAM LOCATIONS

Overview 1
Dam Locations 1

OVERVIEW

Appendix D is **For Official Use Only (FOUO)** and may be exempt from public release under the Freedom of Information Act (FOIA).

DAM LOCATIONS

Table D-1 below reflects all dams that are located in the participating jurisdictions within the Grayson County Hazard Mitigation Action Plan Update. This list includes High, Significant, and Low Hazard Dams. Section 14 of the Plan doesn't profile dams that were deemed to pose no past, current, or future risk to the planning area as no loss of life or impact to critical facilities or infrastructure is expected in the event of a breach. The asterisk denotes those that were profiled in the hazard assessment.

Table D-1. List of Dam Locations and Storage Capacities

JURISDICTION	LATITUDE	LONGITUDE	HEIGHT (Feet)	STORAGE (Acre Feet)
Grayson County	33.72528	-96.7608	16	204
Grayson County	33.43318	-96.6089	54	3,237
Grayson County	33.40191	-96.4207	40	443
Grayson County	33.48242	-96.6981	44	3,458
Grayson County	33.46325	-96.695	38	288
Grayson County	33.39899	-96.3996	30	347
Grayson County	33.42102	-96.7699	24	284
Grayson County	33.57278	-96.4546	50	966
Grayson County	33.55073	-96.548	49	1,207
Grayson County	33.44057	-96.5247	45	1,567
Grayson County	33.40663	-96.5357	41	273
Grayson County	33.44952	-96.4723	34	467
Grayson County	33.45385	-96.4578	28	575
Grayson County	33.48672	-96.5472	34	964
Grayson County	33.42495	-96.7706	32	1,983
Grayson County	33.50509	-96.4519	33	450
Grayson County	33.55415	-96.449	43	681

APPENDIX D: DAM LOCATIONS

JURISDICTION	LATITUDE	LONGITUDE	HEIGHT (Feet)	STORAGE (Acre Feet)
Grayson County	33.65662	-96.4313	32	402
Grayson County	33.45642	-96.5465	34	225
Grayson County	33.50051	-96.5874	45	717
Grayson County	33.46264	-96.4953	37	428
Grayson County	33.43458	-96.6547	35	440
Grayson County	33.42768	-96.4421	34	445
Grayson County*	33.50602	-96.5382	41	566
Grayson County	33.59334	-96.5191	50	1,348
Grayson County	33.48516	-96.5688	56	80
Grayson County	33.50157	-96.6828	36	1,091
Grayson County	33.61599	-96.5018	40	763
Grayson County	33.45451	-96.6582	32	257
Grayson County	33.39997	-96.5385	45	406
Grayson County	33.58022	-96.5467	37	453
Grayson County	33.44216	-96.571	33	432
Grayson County	33.52314	-96.5194	49	431
Grayson County	33.45049	-96.5077	45	329
Grayson County	33.40842	-96.6814	28	430
Grayson County	33.48457	-96.6837	35	979
Grayson County	33.64885	-96.4513	38	552
Grayson County	33.40545	-96.3897	42	2,136
Grayson County	33.50815	-96.4423	20	185
Grayson County	33.64718	-96.4158	42	1,199
Grayson County	33.48614	-96.4184	34	464
Grayson County	33.46824	-96.6258	32	412
Grayson County	33.47594	-96.5046	50	1,406
Grayson County	33.75667	-96.7625	12	99
Grayson County	33.42614	-96.6967	38	396

APPENDIX D: DAM LOCATIONS

JURISDICTION	LATITUDE	LONGITUDE	HEIGHT (Feet)	STORAGE (Acre Feet)
Grayson County	33.53936	-96.485	54	1,868
Grayson County	33.42776	-96.6901	46	2,052
Grayson County	33.54855	-96.5555	47	1,727
Grayson County	33.62277	-96.4962	37	416
Grayson County	33.39898	-96.418	34	332
Grayson County	33.47933	-96.477	29	185
Grayson County*	33.47528	-96.6989	36	626
Grayson County	33.6963	-96.5291	36	463
Grayson County	33.58776	-96.3854	47	2,161
Grayson County	33.46265	-96.6578	32	618
Grayson County*	33.49748	-96.5925	43	955
Grayson County	33.48998	-96.5507	37	350
Grayson County	33.62103	-96.4745	47	655
Grayson County	33.68083	-96.4845	35	831
Grayson County	33.40814	-96.7786	29	1,075
Grayson County	33.47724	-96.7609	30	1,663
Grayson County	33.45854	-96.7632	29	2,333
Grayson County	33.44798	-96.502	37	277
Grayson County	33.45032	-96.565	41	402
Grayson County	33.70382	-96.5372	38	496
Grayson County	33.41069	-96.7912	25	677
Grayson County	33.41887	-96.5108	36	297
Grayson County	33.4685	-96.5654	52	852
Grayson County	33.4333	-96.5067	41	218
Grayson County	33.41983	-96.6854	44	606
Grayson County	33.45654	-96.4224	34	300
Grayson County	33.45812	-96.6955	35	243
Grayson County	33.49846	-96.6565	35	1,161

APPENDIX D: DAM LOCATIONS

JURISDICTION	LATITUDE	LONGITUDE	HEIGHT (Feet)	STORAGE (Acre Feet)
Grayson County	33.76354	-96.7179	28	454
Grayson County	33.70533	-96.4985	38	182
Grayson County	33.84333	-96.9067	33	26
Grayson County	33.76618	-96.8835	27	73
Grayson County	33.44234	-96.6491	25	101
Grayson County	33.49999	-96.4671	23	407
Grayson County	33.43093	-96.7728	26	3,587
Grayson County	33.83572	-96.8653	31	46
Grayson County	33.80589	-96.738	24	52
Grayson County	33.43802	-96.8348	12	86
Grayson County*	33.63965	-96.7153	19	560
Grayson County	33.62711	-96.4413	21	50
Grayson County	33.69886	-96.552	18	60
Grayson County	33.83256	-96.8922	25	61
Grayson County	33.79652	-96.8829	22	150
Grayson County	33.65825	-96.8621	35	320
Grayson County	33.49124	-96.9223	14	118
Grayson County	33.51227	-96.8111	15	294
Grayson County	33.82695	-96.8863	20	136
Grayson County	33.52666	-96.5339	14.7	73
Grayson County	33.82475	-96.9271	24	75
Grayson County	33.43343	-96.8045	14	78
Grayson County	33.58	-96.85	15	98
Grayson County*	33.52079	-96.5711	38	953
Grayson County	33.79159	-96.6105	30	272
Grayson County	33.40936	-96.8115	24	1,344
Grayson County	33.46533	-96.9244	18	142
Grayson County	33.43163	-96.7	37	364

APPENDIX D: DAM LOCATIONS

JURISDICTION	LATITUDE	LONGITUDE	HEIGHT (Feet)	STORAGE (Acre Feet)
Grayson County	33.57448	-96.6198	16.5	109
Grayson County	33.57531	-96.6163	11	13.2
Grayson County*	33.398424	-96.488775	41	1,150
City of Bells	33.5879	-96.4384	39	981
City of Bells	33.56201	-96.4359	40	1,200
City of Bells	33.52773	-96.4463	24	135
City of Bells	33.52256	-96.4519	21	143
City of Denison*	33.739969	-96.567914	53	2,545
City of Denison*	33.729648	-96.587975	25	642
City of Denison*	33.802889	-96.580443	55	6,824
City of Sherman	33.6474	-96.6619	52.5	2,654
City of Sherman*	33.66364	-96.6444	47	2,844
City of Sherman*	33.62114	-96.6324	54	1,490
City of Sherman	33.63133	-96.6381	25.3	57



APPENDIX E
MEETING DOCUMENTATION

APPENDIX E: MEETING DOCUMENTATION

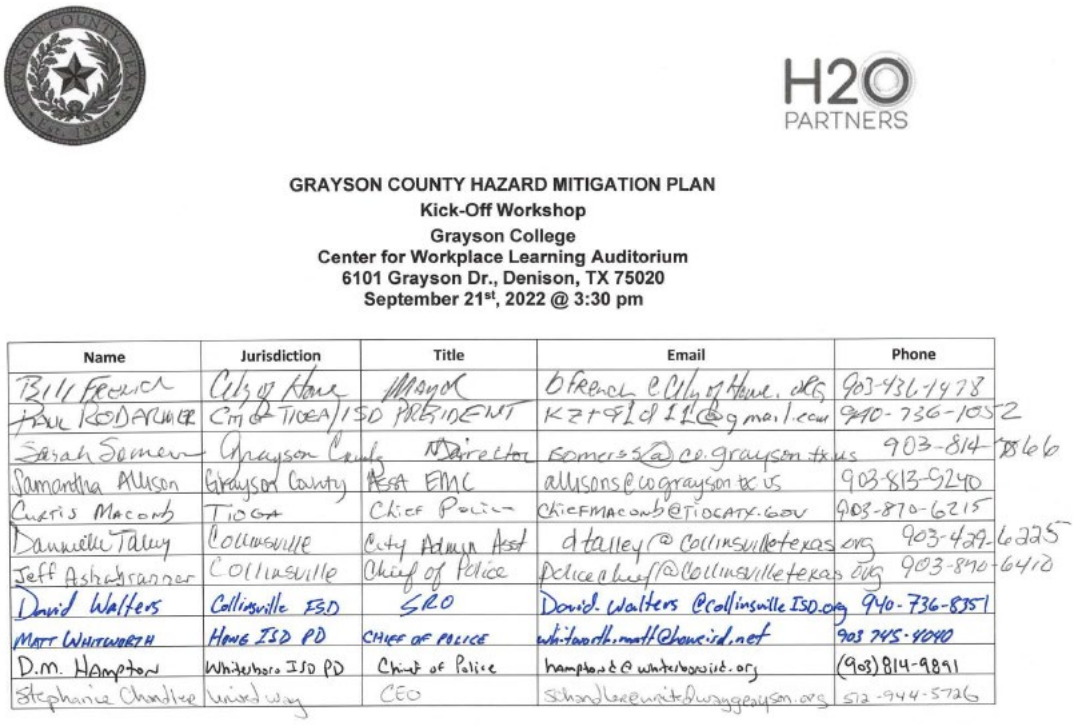
Workshop Documentation....1
Public Meeting Documentation....8
Public Notices....10

WORKSHOP DOCUMENTATION

Appendix E is **For Official Use Only (FOUO)** and may be exempt from public release under the Freedom of Information Act (FOIA).

Grayson County held a series of Planning Team workshops: a Kickoff Workshop on September 21, 2022, a Risk Assessment Workshop November 28, 2022, and a Mitigation Strategy Workshop on January 24, 2023. At each of these workshops members of the Planning Team were informed of the planning process, expressed opinions, and volunteered information. Grayson County hosted public meetings. The sign-in sheets for each workshop and public meeting are included below. For more details on the workshops and planning process, see Section 2.

Figure E-1. Grayson County Kickoff Workshop, September 21, 2022



GRAYSON COUNTY HAZARD MITIGATION PLAN
Kick-Off Workshop
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
September 21st, 2022 @ 3:30 pm

Name	Jurisdiction	Title	Email	Phone
Bill French	City of Howe	Mayor	bfrench@cityofhowe.org	903-436-1478
Paul Kodanchek	City of Tioga/ISD	President	kz+9[d11@gmail.com	940-736-1052
Sarah Somers	Grayson County	Director	somerss@co.grayson.tx.us	903-814-8566
Samantha Allison	Grayson County	Asst EMC	allisons@co.grayson.tx.us	903-813-9240
Curtis Macomb	Tioga	Chief Police	chiefmacomb@tiogatx.gov	903-870-6215
Danielle Talley	Collinsville	City Admin Asst	dtalley@collinsvilletexas.org	903-429-6225
Jeff Ashabranner	Collinsville	Chief of Police	policechief@collinsvilletexas.org	903-870-6410
David Walters	Collinsville ISD	SRO	David.walters@collinsvilleISD.org	940-736-8351
Matt Whitworth	Howe ISD PD	Chief of Police	whitworth.matt@howe.isd.net	903 745-4040
D.M. Hampton	Whitesboro ISD PD	Chief of Police	hampton@whitesboro.org	(903)814-9891
Stephanie Chandler	United Way	CEO	schandler@unitedwaygrayson.org	512-944-5726



GRAYSON COUNTY HAZARD MITIGATION PLAN
Kick-Off Workshop
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
September 21st, 2022 @ 3:30 pm

Name	Jurisdiction	Title	Email	Phone
Jeff Burge	VanAlstyne ISD	Chief	jburge@vanalstyneisd.org	903-482-8877
Mark Escamilla	Denison Fire	Asst. Chief	mescamilla@cityofdenison.com	903-647-0236
Lauren Haverlah	H2O Partners	Mitigation Specialist	lhaverlah@h2opartners.com	512 2931333
Chad McKee	Southmayd	Chief		903-818-7240
Josh Weger	Bells ISD	Assistant Supt	josh.weger@bellsisd.net	903-965-3600
Brenden Medlock	Pottsboro FD	Fire Chief	Bmccloud@cityofpottsboro.com	972-786-6970
Dianna York	City of Denison	Planner	dyork@cityofdenison.com	903.465.2720
DALE JACKSON	GRAYSON	CHIEF ADMIN O	RJACKSON@TEXOMACC.ORG	903 3572230
Daniel Card	WNJ	EPC	daniel.card@WNJ.org	903-870-4428
Julie Putney	Masterkey Ministries NPO	E.D.	julie@masterkeyministries.org	903-870-4014

APPENDIX E: MEETING DOCUMENTATION

H2O PARTNERS

GRAYSON COUNTY HAZARD MITIGATION PLAN
Kick-Off Workshop
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020

September 21st, 2022 @ 3:30 pm

Name	Jurisdiction	Title	Email	Phone
Brent Thetford	Southmayd	Fire Chief	firechief@SouthmaydTx.com	903-820-6488
MIKE LANE	BELLS ISD PD	POLICE CHIEF	MIKE.LANE@BELLSISD.NET	903 965 3610
SHONE NIX	POTTSBORO PD	POLICE CHIEF	SNIX@CITYOFPOTTSBORO.COM	903-271-7700
Kacie Galyon	Pottsboro	City Secretary	kgalyon@cityofpottsboro.com	903-786-2281 x4
Greg Pittman	NGO - Meals on Wheels	CEO	gpittman@MOWDT.org	9033616326
Rae Roth	City of Tom Bean	City Secretary	citysecretary@tombeantx.gov	9035461821
Mike Stephens	Whitewright ISD	Chief of Police	Michael.Stephens@wwisd.com	903-364-2155 X 340
CLAY BARNETT	GRAYSON COUNTY MPO	DIRECTOR	barnett@co.grayson.tx.us	903-813-4524
Danielle Powell	Pottsboro ISD	Assistant Superintendent	Danielle.Powell@pottsboroisd.org	903-647-1977
RYAN DUCKERY	VAN ALSTYNE FD	FIRE CHIEF	RDUCKERY@CITYOFVANALSTYNE.US	903-482-6666

H2O PARTNERS

GRAYSON COUNTY HAZARD MITIGATION PLAN
Kick-Off Workshop
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
September 21st, 2022 @ 3:30 pm

Name	Jurisdiction	Title	Email	Phone
Lee Culley	Bells Police	Chief	chief@cityofbells.org	903-965-2254
Cody Nelson	Bells FD	Chief	firechief@cityofbells.org	903-267-8500
Diana Cantu	COOKE/GRAYSON/HARWIN	CEO	dcantu@texomacc.org	903-818-2521
Chris Wallentine	City of Denison	EMC	cwallentine@cityofdenison.com	903-465-2720
Luper, Odis V	DENISON ISD	SRO	oluper@denisonisd.net	903.462.7167
Daniel Harrison	Tom Bean	Mayor	daniel.harrison@tombeantx.gov	903-546-6321
JOHN A WHITE	City of Sadler	EMC	jaw.white.803@verizon.net	903-436-7452
Laurie Mealy	Habitat for Humanity	E.D.	lauriemealy@grayson.habitat.org	903-893-0009
Tony Bennie	GCSO	Chief Deputy	benniet@co.grayson.tx.us	903-813-4200 ext 2221
Jack Whitmire	GC	Commissioner	whitmirej@co.grayson.tx.us	903-813-4327

APPENDIX E: MEETING DOCUMENTATION

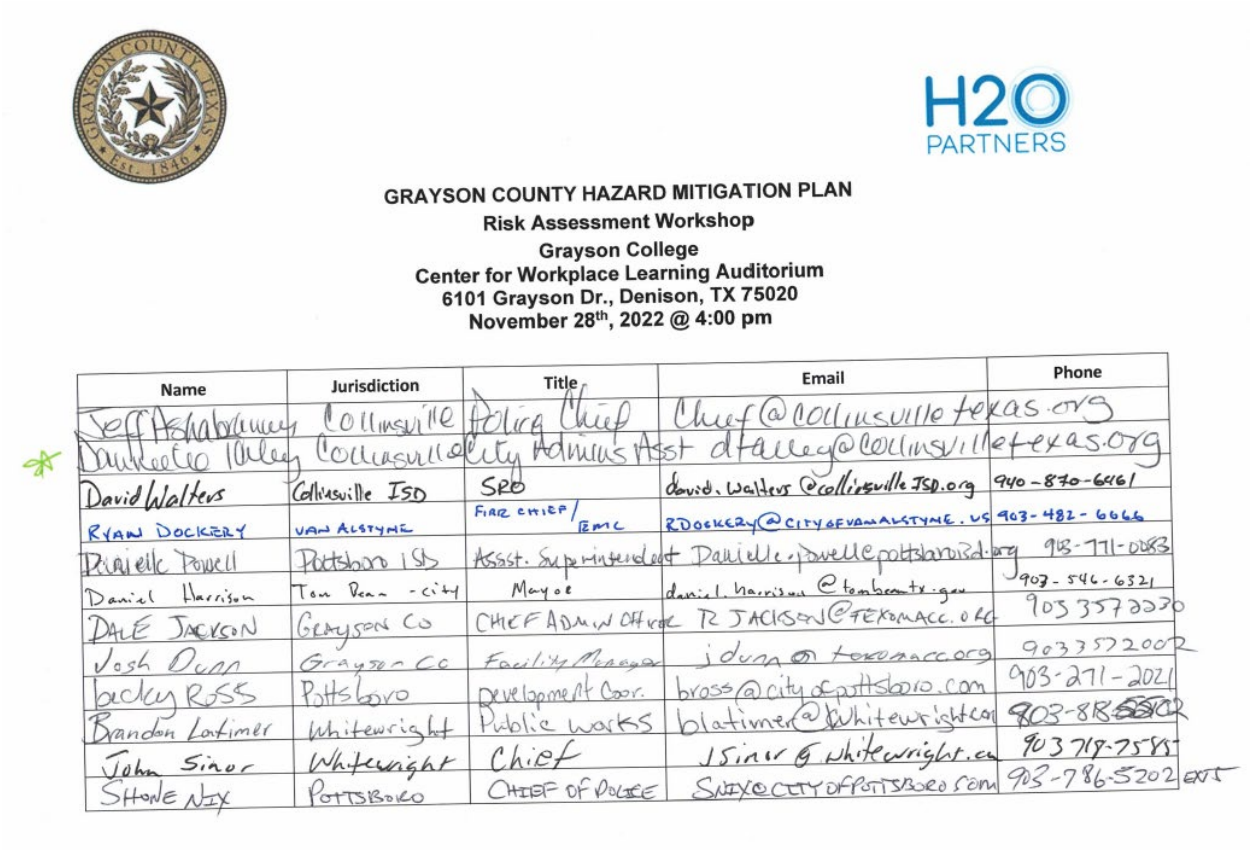
GRAYSON COUNTY HAZARD MITIGATION PLAN
Kick-Off Workshop
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
September 21st, 2022 @ 3:30 pm

Name	Jurisdiction	Title	Email	Phone
Lauryn Wise	United Way Grayson Co.	Director Community Impact	lwise@unitedwaygrayson.org	903-815-[illegible]
CORGIE FISHER	SSS CISD		Corgie.fisher@sssisd.net	903-564-6051
Jeff Stanley	Howe	City Admin	jstanley@cityofhowe.org	903 532 5571
Brandon Latimer	City of Whitewright	Public Works	Blatimer@Whitewright.com	903-818-5502
Austin Gilbert	Denison ISD	Assistant Super.	agilbert@denison.sd.net	214-226-0640
Chad McKee	Southmayd	Police Chief	policechief@Southmaydtx.com	903-818-7240
Brett Counce	Sherman ISD	Director of Safety	bcounce@shermanisd.net	903-891-6433
David Smith	Dorchester	Mayor	cityofdorchester@yahoo.com	903-870-6351
Rhonda Murphy	H2O Partners	Mitigation Planner	Rmurphy@H2opartnersusa.com	512-571-2088

GRAYSON COUNTY HAZARD MITIGATION PLAN
Kick-Off Workshop
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
September 21st, 2022 @ 3:30 pm

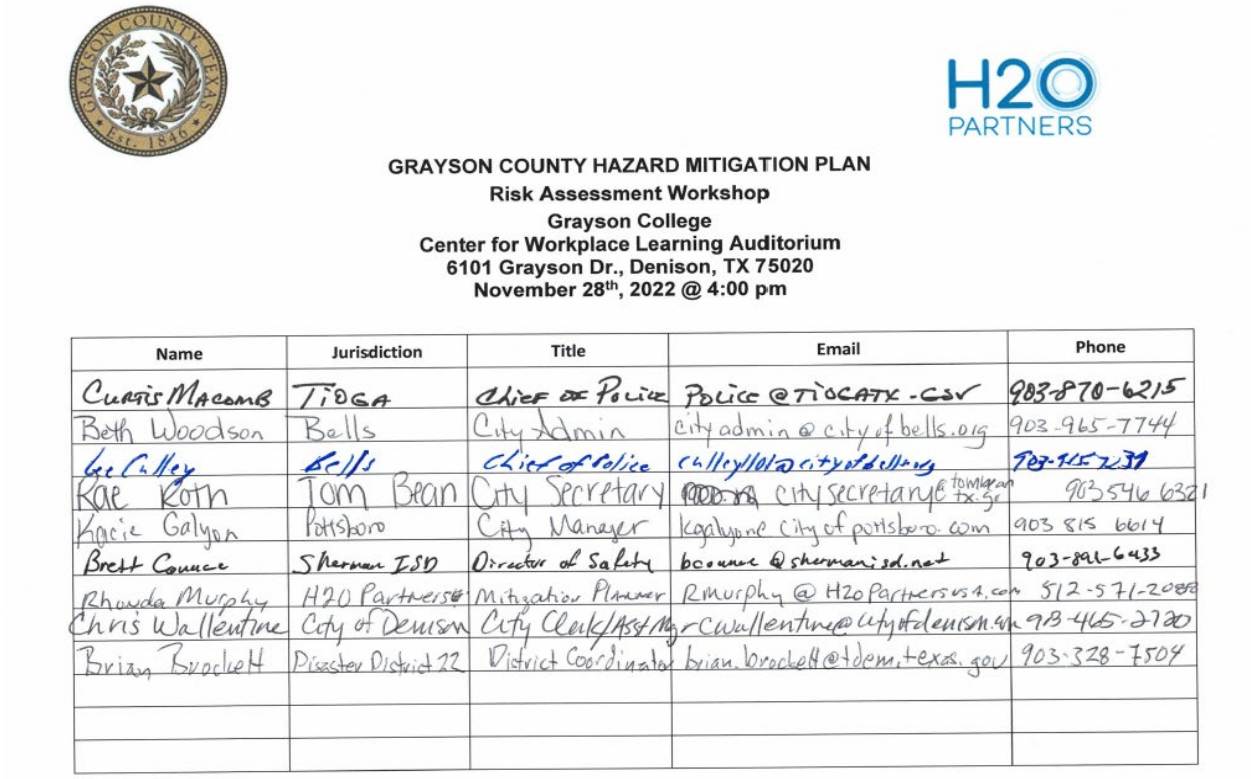
Name	Jurisdiction	Title	Email	Phone
Michael Mueller	City of Whitesboro	City Administrator	mmueller@whitesborotexas.com	903.564.3311 (O)
Shannon Thomas	Gunter ISD	Chief of Police	sthomas@gunterisd.org	903-337-0116
John Sinor	Whitewright	Chief Fire Emg	JSinor@Whitewright.com	903 7187585
Jeff Patterson	City of Whitesboro	Asst Fire Chief/EMC	jpatterson@whitesborotexas.com	903-821-4541
Moises Duran	Sherman, city	Emerg. Manag.	moisesd@cityofsherman.com	903-892-7763

Figure E-2. Grayson County Risk Assessment Workshop, November 28, 2022



GRAYSON COUNTY HAZARD MITIGATION PLAN
Risk Assessment Workshop
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
November 28th, 2022 @ 4:00 pm

Name	Jurisdiction	Title	Email	Phone
Jeff Ashabranner	Collinsville	Police Chief	Chief@collinsvilletexas.org	
Danielle Talley	Collinsville	City Admins Asst	dtalley@collinsvilletexas.org	
David Walters	Collinsville ISD	SRO	david.walters@collinsvilleISD.org	940-870-6461
RYAN DOCKERY	VAN ALSTYNE	FIRE CHIEF/EMC	RDOCKERY@CITYOFVANALSTYNE.US	903-482-6666
Danielle Powell	Pottsboro ISD	Assst. Superintendent	Danielle.powell@pottsboroisd.org	903-771-0083
Daniel Harrison	Tom Bean - city	Mayor	daniel.harrison@tombeantx.gov	903-546-6321
DALE JACKSON	GRAYSON CO	CHIEF ADMIN OFFICER	RJACKSON@TEXOMACC.ORG	903 357 2230
Josh Dunn	Grayson Co	Facility Manager	jdunn@texomacc.org	903 357 2002
Becky Ross	Pottsboro	Development Coor.	bross@cityofpottsboro.com	903-271-2021
Brandon Latimer	Whitewright	Public works	blatimer@whitewright.com	903-818-[illegible]
John Sinor	Whitewright	Chief	JSinor@whitewright.com	903 718-7585
SHONE NIX	POTTSBORO	CHIEF OF POLICE	SNIX@CITYOFPOTTSBORO.COM	903-786-5202 EXT



GRAYSON COUNTY HAZARD MITIGATION PLAN
Risk Assessment Workshop
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
November 28th, 2022 @ 4:00 pm

Name	Jurisdiction	Title	Email	Phone
CURTIS MACOMB	TIOGA	Chief of Police	POLICE@TIOGATX.GOV	903-870-6215
Beth Woodson	Bells	City Admin	cityadmin@cityofbells.org	903-965-7744
Lee Culley	Bells	Chief of Police	culleyllol@cityofbells.org	903-915-7231
Rae Roth	Tom Bean	City Secretary	[illegible] citysecretary@tombeantx.gov	903 546 6321
Kacie Galyon	Pottsboro	City Manager	kgalyon@cityofpottsboro.com	903 815 6614
Brett Counce	Sherman ISD	Director of Safety	bcounce@shermanisd.net	903-891-6433
Rhonda Murphy	H2O Partners	Mitigation Planner	RMurphy@H2OPartnersUSA.com	512-571-2088
Chris Wallentine	City of Denison	City Clerk/Asst Mgr	cwallentine@cityofdenison.com	903-465-2720
Brian Brockett	Disaster District 22	District Coordinator	brian.brockett@tdem.texas.gov	903-328-7504

APPENDIX E: MEETING DOCUMENTATION

GRAYSON COUNTY HAZARD MITIGATION PLAN
Risk Assessment Workshop
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
November 28th, 2022 @ 4:00 pm

Name	Jurisdiction	Title	Email	Phone
Mary Tate	City of Denison	Dir. of Develop. Services	mtate@cityofdenison.com	412-613-9887
Heath Lester	Sherman ISD PD	Police chief	hlester@sherman isd.net	903-718-8584
D.M. Hampton	Whitesboro ISD P.D	Chief of Police	hamptond@whitesboroisd.org	(903) 564-4170
Andrew Gilbert	Denison ISD	Asst. Superintendent	agilbert@denisonisd.net	
Michael Marter	Whitesboro	City Administrator	mmarter@whitesborotexas.com	903-564-3311
David Card	Denison	EMC Denison	dcard@cityofdenison.com	903-647-7485
Moses Duran	Sherman	O EM	moisesd@city of S	903-892-7363
Samantha Allison	Grayson Co	Asst EMC	allisons@co.grayson.tx.us	[illegible]

Figure E-3. Grayson Mitigation Strategy Workshop, January 24th, 2023

GRAYSON COUNTY HAZARD MITIGATION PLAN
Mitigation Strategy Workshop
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
January 24th, 2023 @ 4:00 pm

Name	Jurisdiction	Title	Email	Phone
Ryan Dockery	City of Van Alstyne	Fire Chief / EMC	RDockery@cityofvanalstyne.us	903-482-6666
Chris Wallentine	City of Denison	Asst EMC	cwallentine@cityofdenison.com	903-465-2720
Daniel Card	City of Denison	EMC	dcard@cityofdenison.com	
John White	City of Sadler	EMC	jmo.white.803@verizon.net	903 436 7432
Jason Lankford	City of Tom Bean	Fire Chief	tombeanfiredept@outlook.com	903-821-0542
Samantha Allison	Grayson Co	Asst EMC	allisons@co.grayson.tx.us	903-818-2455
Danielle Talley	Grayson Co. Collinsville	Adm Asst	dtalley@collinsvilletexas.org	903-429-6225
Jeff Patterson	City of Whitesboro	Asst Chief / EMC	jpatterson@whitesborotexas.com	903-821-4541
Shane Nix	Pottsboro PD	Chief of Police	Snix@cityofpottsboro.com	903-271-7700
Caleb Bell	Gunter ISD	COO	cbell@gunter-isd.org	[illegible] 500 5260 [illegible]
Rae Roth	Tom Bean	City Secretary	citysecretary@tombeantx.gov	903 546 6321
Daniel Harrison	Tom Bean	Mayor	daniel.harrison@tombeantx.gov	903-546-6321

APPENDIX E: MEETING DOCUMENTATION

GRAYSON COUNTY HAZARD MITIGATION PLAN
Mitigation Strategy Workshop
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
January 24th, 2023 @ 4:00 pm

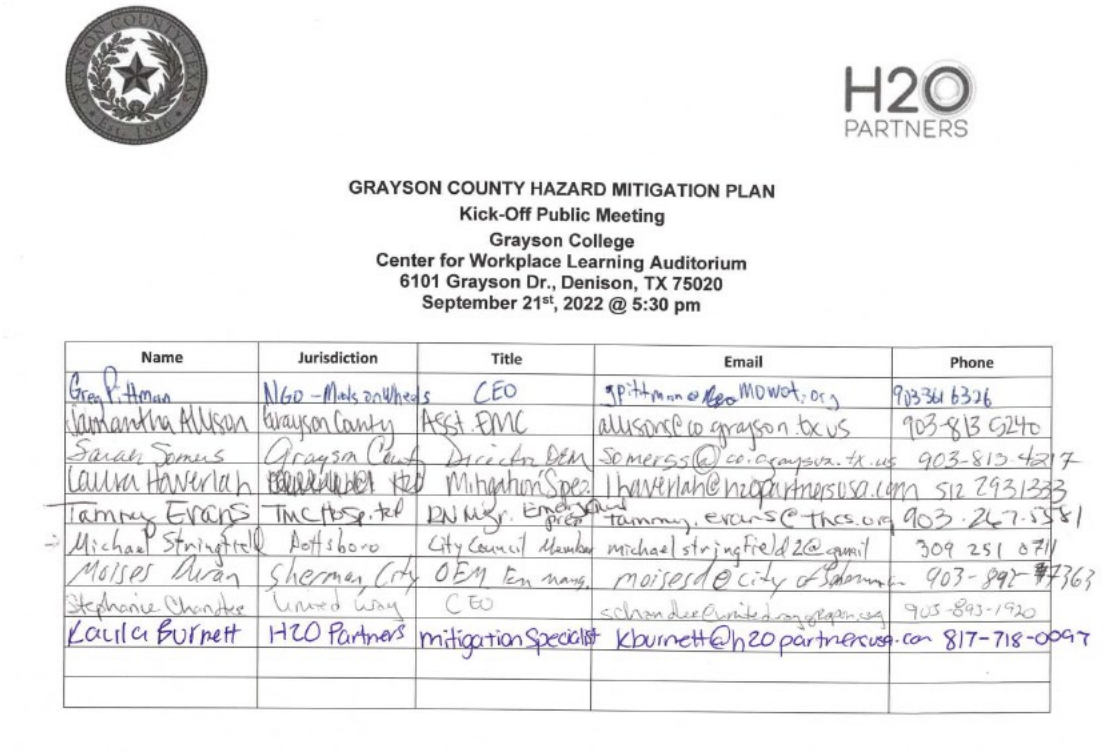
Name	Jurisdiction	Title	Email	Phone
Kaela Galyon	Pottsboro	City Manager	kgalyon@cityofpottsboro.com	903-815-6614
Danielle Powell	Pottsboro ISD	Asst. Sup	Danielle.powell@pottsboroisd.org	903-871-0083
PAUL RODARMER	TIOGA ISD	SCHOOL BOARD PRES	KZTGLD11@gmail.com	940 736-1052
Art Arthur	Grayson County	Com		
Matt Hardesbury	Grayson County			
MICHAEL MARTER	WHITESBORO	CITY ADMINISTRATOR	MMARTER@WHITESBOROTEXAS.COM	903.564 3511
Cody Nelson	Bells	FC/PW/ Assist Admin	firechief@cityofbells.org	903 267 8500
Moises Duran	Sherman	OEM	moisesd@	903- 892 -7566
Brett Counce	Sherman ISD	Director of Safety	bcounce@shermanisd.net	903-891-6400
Jeff Stanley	Howe	City Admin	jstanley@cityofhowe.org	903 814 9070
CURTIS MACOMB	TIOGA	Police Chief	Police@TIOGATX.GOV	903 870 6215
Mary Tate	Denison	Dir. of Dev. Services	mtate@cityofdenison.com	

APPENDIX E: MEETING DOCUMENTATION

PUBLIC MEETING DOCUMENTATION

As discussed in Section 2, public meetings were held in Grayson County. Documentation in the form of sign-in sheets for each of the meetings follows.

Figure E-4. Public Meeting, Kick Off, September 21st, 2022



H2O PARTNERS

GRAYSON COUNTY HAZARD MITIGATION PLAN
Kick-Off Public Meeting
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
September 21st, 2022 @ 5:30 pm

Name	Jurisdiction	Title	Email	Phone
Greg Pittman	NGO - Meals on Wheels	CEO	gpittman@[illegible]mowot.org	903 361 6326
Samantha Allison	Grayson County	Asst. EMC	allisons@co.grayson.tx.us	903-813 5240
Sarah Somers	Grayson County	Director OEM	somerss@co.graysva.tx.us	903-813-4217
Laura Haverlah	[illegible] H2O	Mitigation Spec.	lhaverlah@h2opartnersusa.com	512 2931333
Tammy Evans	TMC Hosp. tel	RN Mgr. Emergency prep	tammy.evans@thcs.org	903.267.5581
Michael Stringfield	Pottsboro	City Council Member	michaelstringfield2@gmail	309 251 0711
Moises Duran	Sherman, City	OEM Em mang.	moisesd@city of Sherman.com	903-892-7363
Stephanie Chandler	United Way	CEO	schandler@unitedwaygreaper.org	903-893-1920
Kaula Burnett	H2O Partners	mitigation Specialist	kburnett@h2opartnersusa.com	817-718-0097

Figure E-5. Public Meeting, Risk Assessment, November 28th, 2022

GRAYSON COUNTY HAZARD MITIGATION PLAN
Risk Assessment Public Meeting
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
November 28th, 2022 @ 5:30 pm

Name	Jurisdiction	Title	Email	Phone
Kayla Burnett	H2O Partners	mitigation Specialist	kburnett@h2opartnersusa.com	
Samantha Allison	Grayson County	Asst EMC	allisonsco.grayson.tx.us	
Moises Juran	Sherman	EMC	moisesd@ city of Sherm	903-892-7767
Rhonda Murphy	H2O Partners	Mitgation Planner	RMurphy@ H2opartnersusa.com	512-571-2088
Michael Stringfield	Pottsboro	Council Member	michaelstringfield1@gmail	309-251-0711

Figure E-6. Public Meeting, Mitigation Strategy, January 24th, 2023

GRAYSON COUNTY HAZARD MITIGATION PLAN
Mitigation Strategy Public Meeting
Grayson College
Center for Workplace Learning Auditorium
6101 Grayson Dr., Denison, TX 75020
January 24th , 2023 @ 5:30 pm

Name	Jurisdiction	Title	Email	Phone
Kayla Burnett	H2O partners	mit. specialist	kburnett@ h2opartnersusa.com	512-541-9186
Heather Ferreira	H2O partners	program manager	heather@h2opartnersusa.com	205-586-6616
Samantha Allison	Grayson County	Deputy OEM	allisons@co.grayson.tx.us	903-813-5240

PUBLIC NOTICES

Public notices to announce Grayson County's participation in the Plan Update development process were posted on their website, on social media sources including Facebook and Twitter, through the local media, and/or posting the information on bulletin boards in public facilities.

Figure E-7. Grayson County Public Notice, County Bulletin

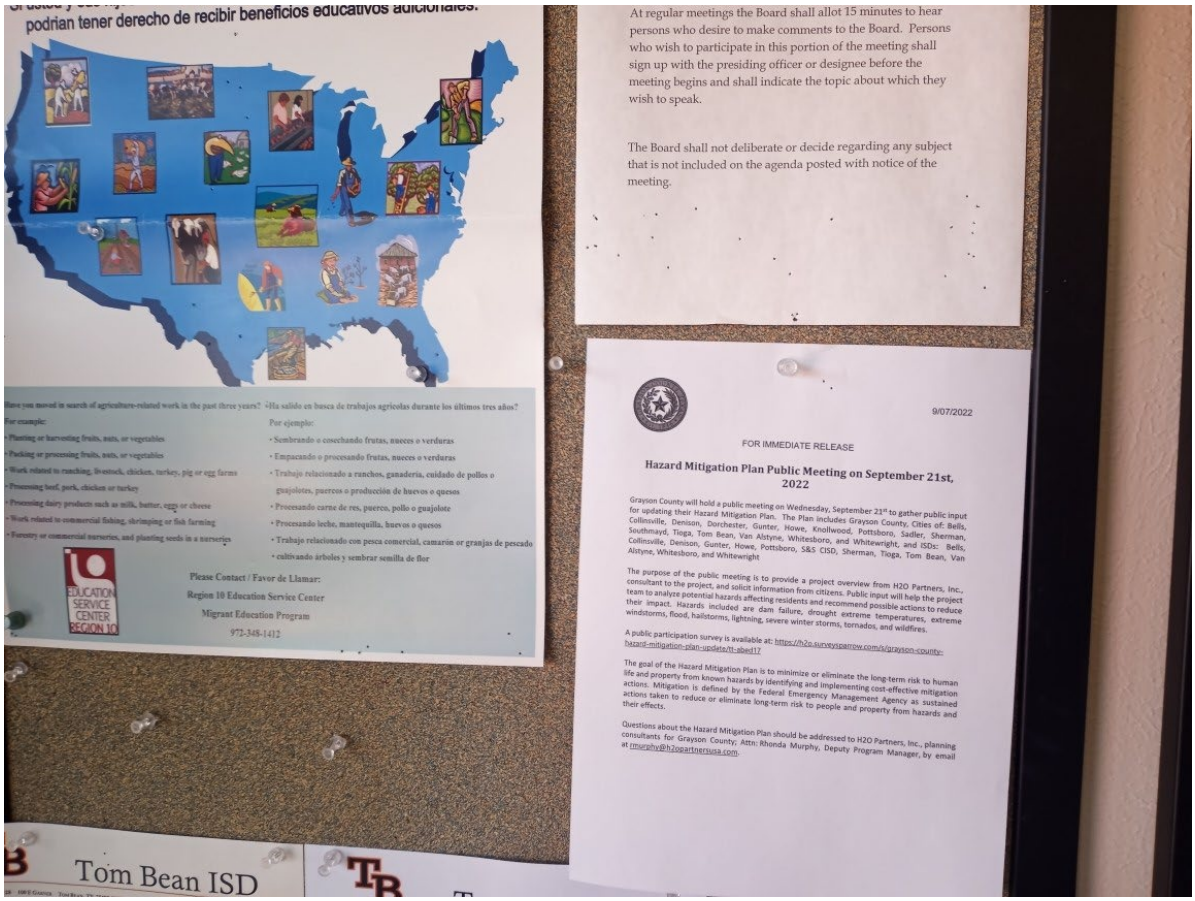


Figure E-8. Grayson County Public Notice, County Website

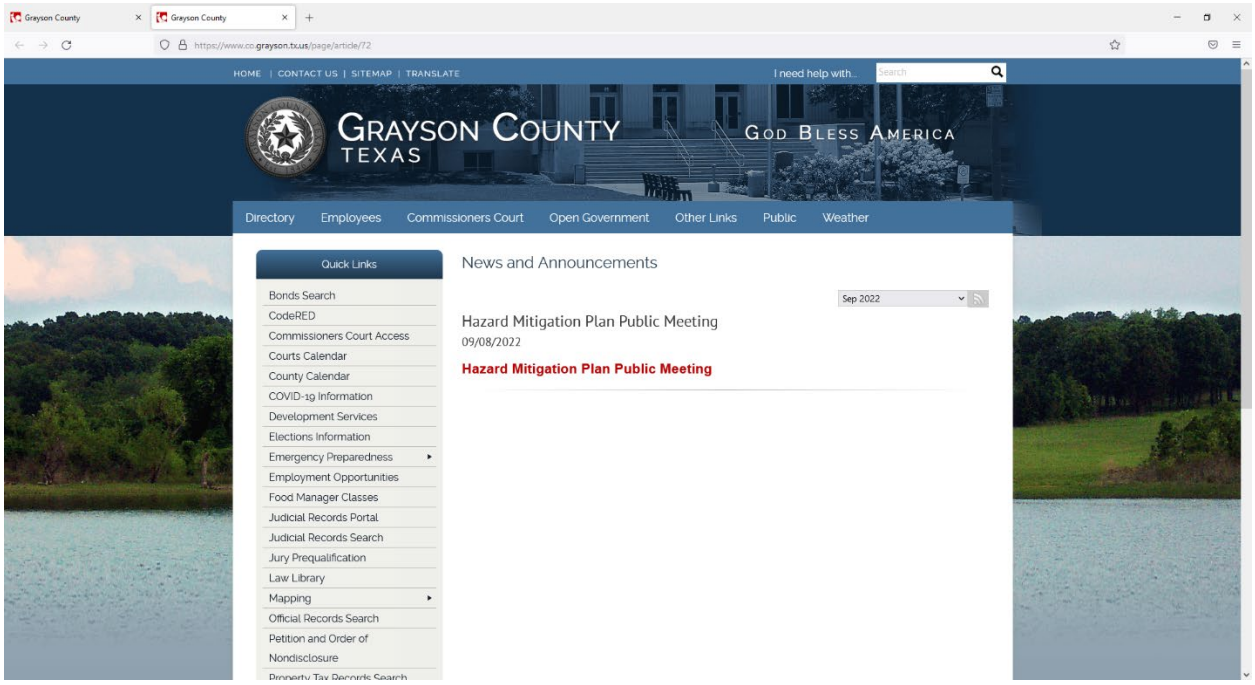


Figure E-9. Grayson County Public Notice, OEM Facebook

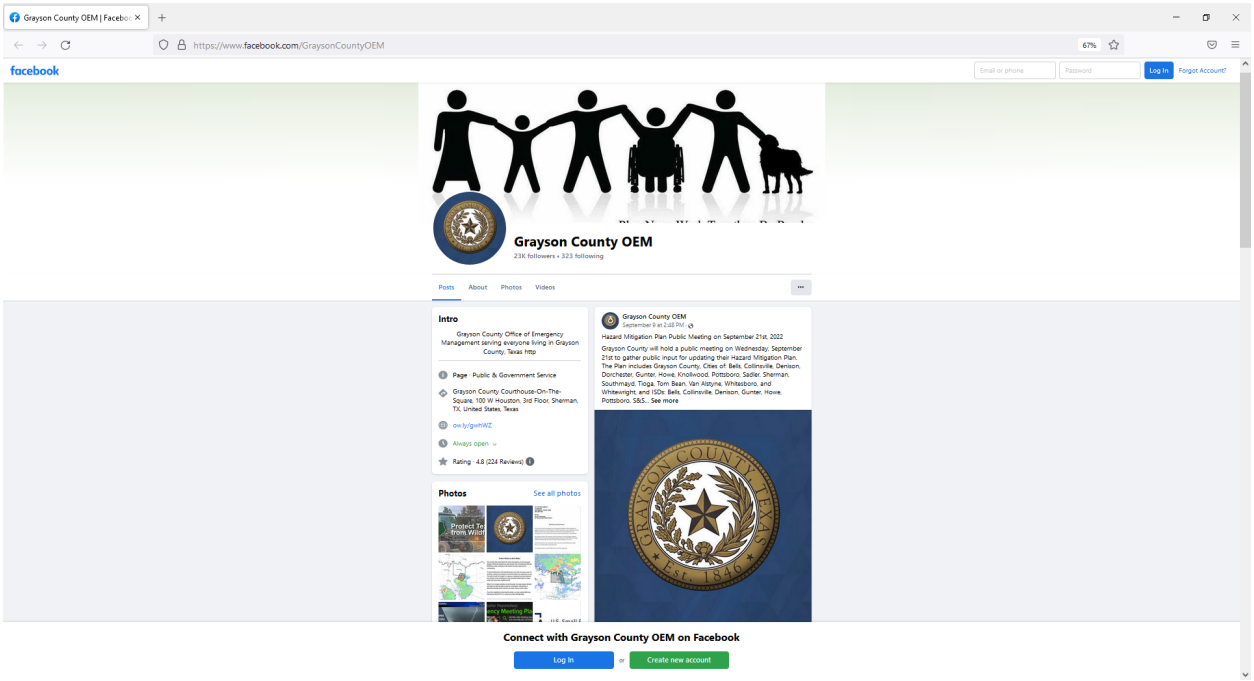


Figure E-10. Grayson County Public Notice, OEM Instagram

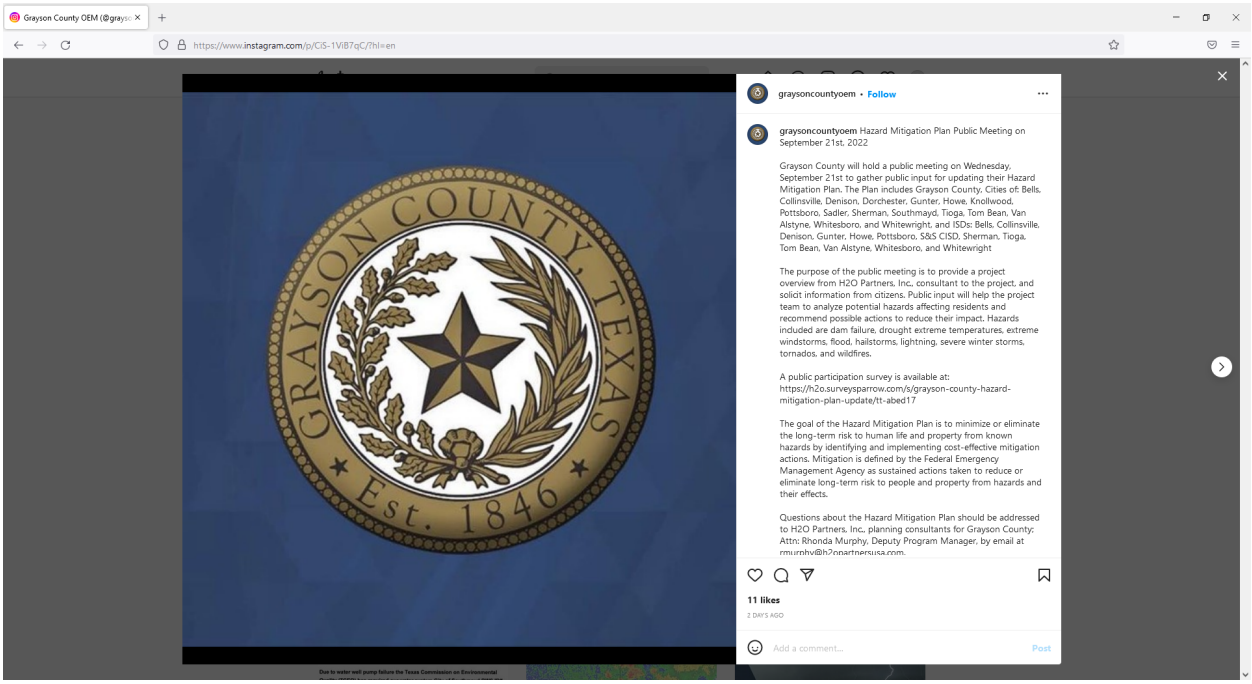


Figure E-11. Grayson County Public Notice, OEM Twitter

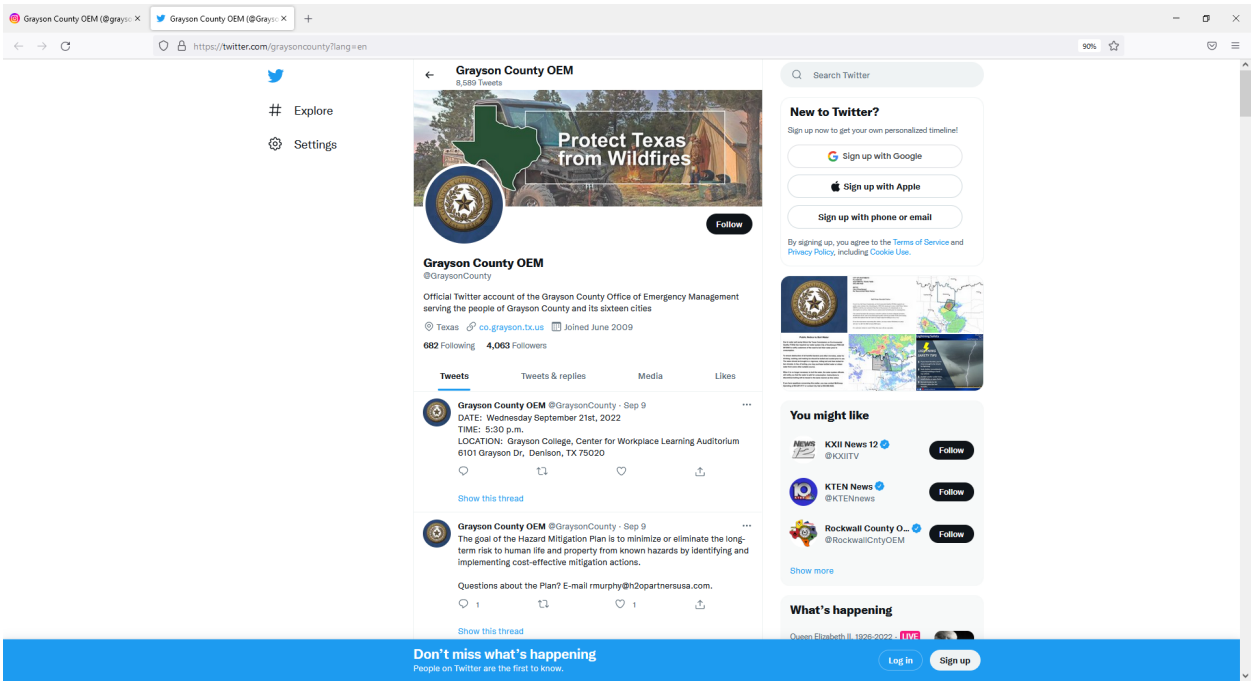


Figure E-12. Grayson County Public Notice, KTEN Channel 1010 News

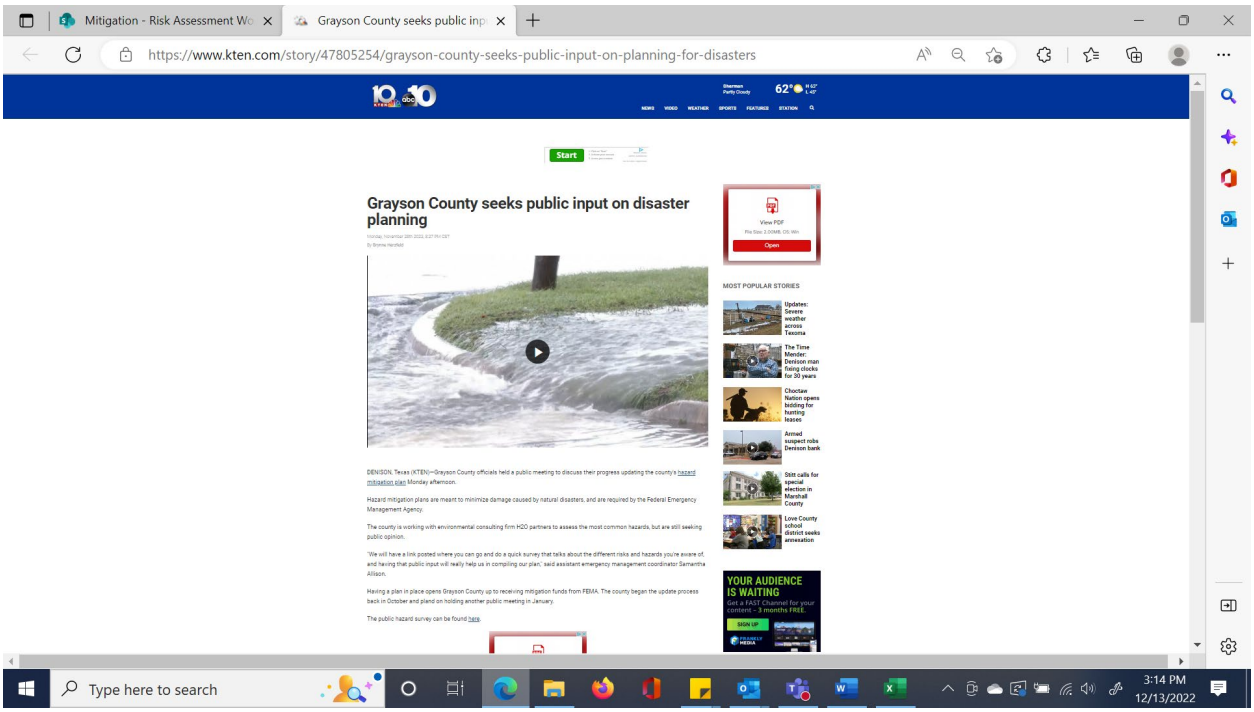


Figure E-13. Grayson County Public Notice, Sherman Herald Democrat Newspaper

Herald Democrat - 09/11/2022 Page : A03



Grayson County entities will take part in an upcoming emergency management plan workshop. *Pexels/ courtesy photo*

Grayson County Emergency Planning update scheduled

Staff reports

Grayson County will soon hold a kick-off workshop in conjunction with the development of a Federal Emergency Management Agency-mandated hazard mitigation action plan update for the Grayson County planning area.

The event will be held at 3 p.m. Sept. 21 at Grayson College's Center for Workplace Learning Auditorium in Denison.

Planning team members are expected to be in attendance. These included the county, Bells, Collinsville, Denison, Dorchester, Gunter, Howe, Knollwood, Pottsboro, Sadler, Sherman, Southmayd, Tioga, Tom Bean, Van Alstyne, Whitesboro, and Whitewright, and school districts: Bells, Collinsville, Denison, Gunter, Howe, Pottsboro, S&S CISD, Sherman, Tioga, Tom Bean, Van Alstyne, Whitesboro, and Whitewright.

In addition, public participation is a FEMA requirement and will be key in providing input for the Plan.

The purpose of the public meeting is to provide a project overview from H2O Partners, Inc., consultant to the project, and solicit information from citizens. Public input will help the project team to analyze potential hazards affecting residents and recommend possible actions to reduce their impact. Hazards included are dam failure, drought, extreme temperatures, extreme windstorms, flood, hailstorms, lightning, severe winter storms, tornados, and wildfires.

The goal of the hazard mitigation plan is to minimize or eliminate the long-term risk to human life and property from known hazards by identifying and implementing cost-effective mitigation actions. Mitigation is defined by the Federal Emergency Management Agency as sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects.

A public participation survey is available at: https://h2o.surveysparrow.com/s/grayson-county-hazard-mitigation-plan-update/tt-abed17.

September 10, 2022 6:52 am (GMT -5:00) Powered by TECNAVIA

Figure E-14. City of Bells Public Notice, Website

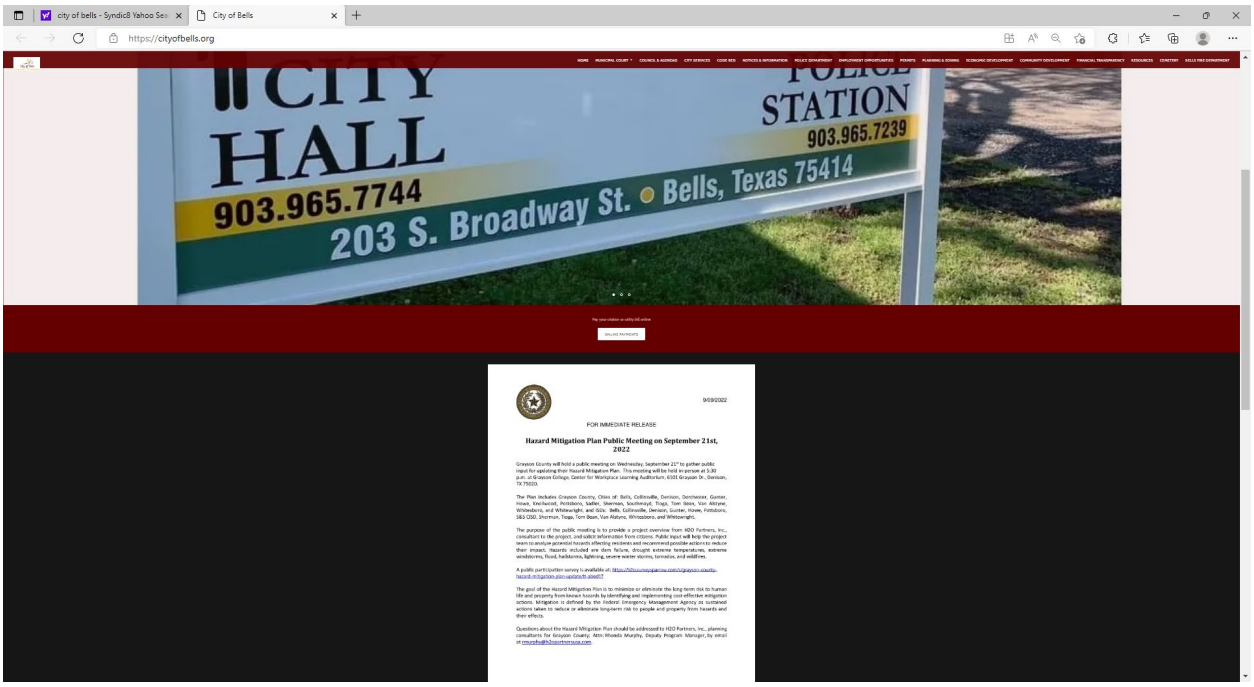


Figure E-15. City of Collinsville Public Notice, Police Department Facebook

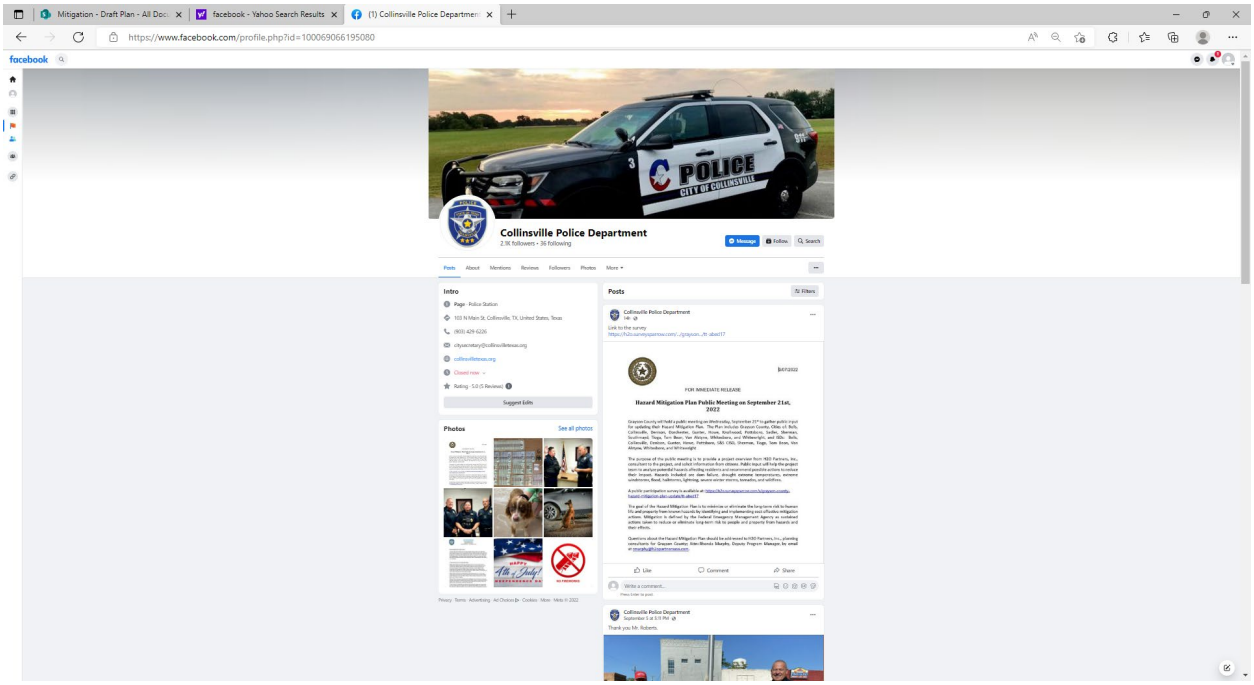


Figure E-16. City of Denison Public Notice, Facebook

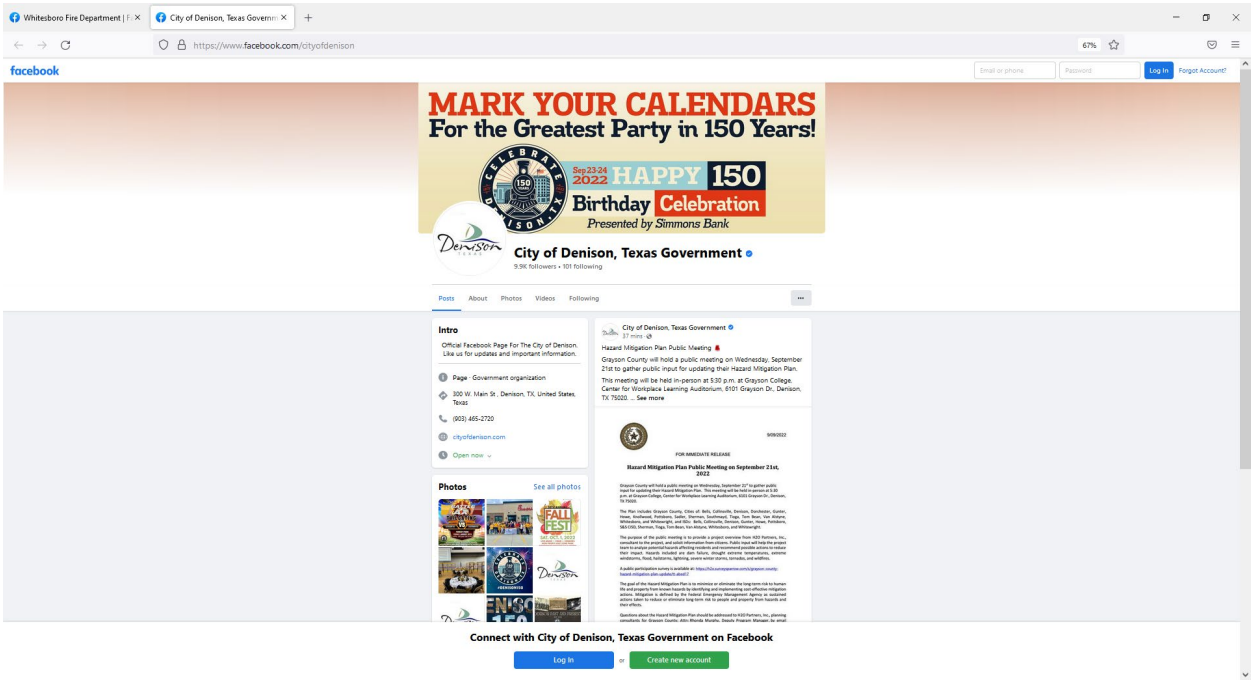


Figure E-17. City of Dorchester Public Notice, City Website

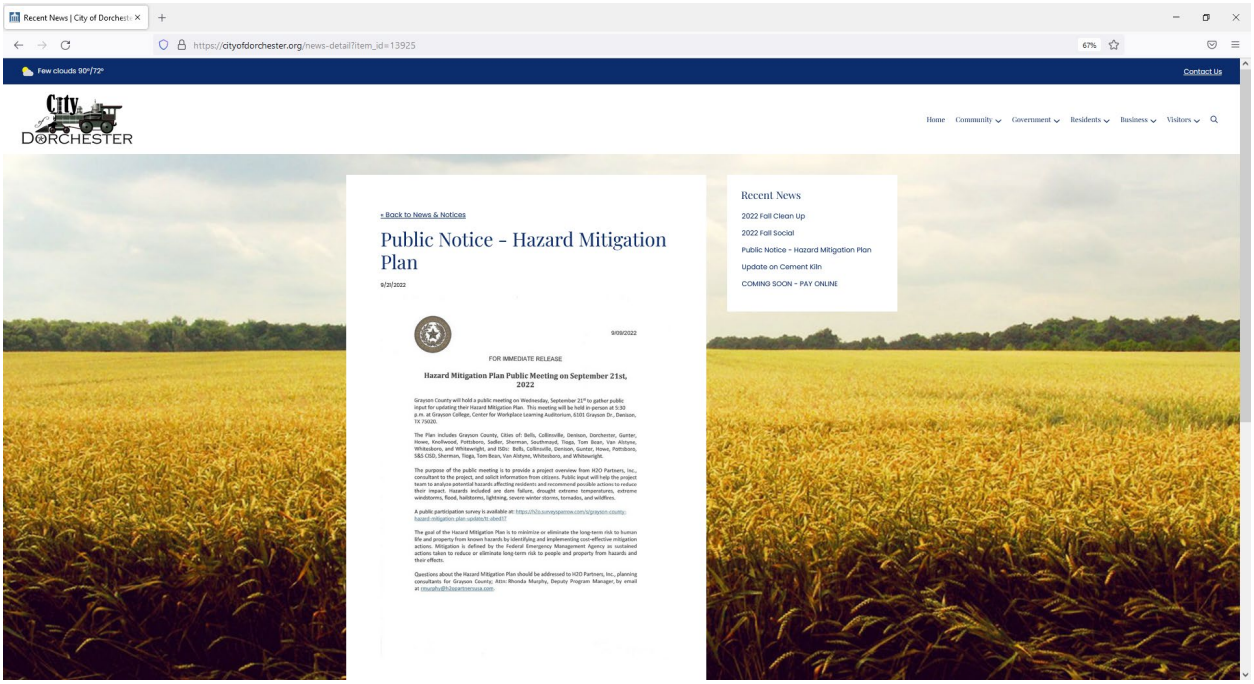


Figure E-18. City of Gunter Public Notice, Facebook

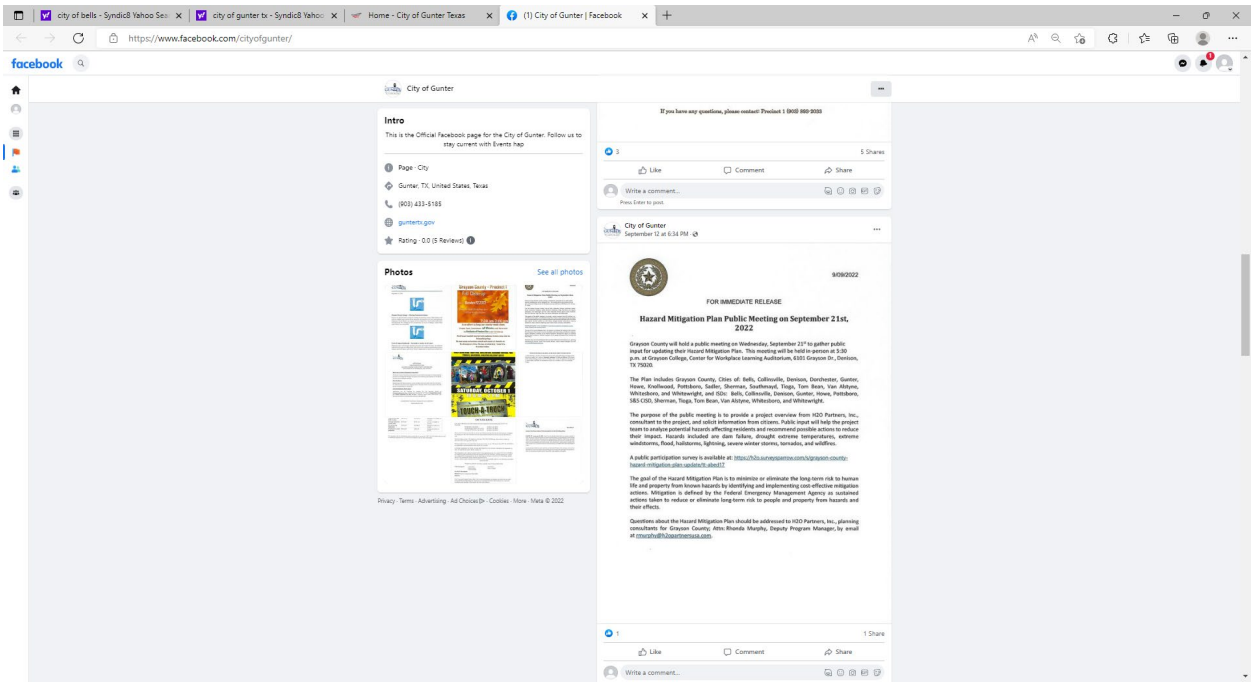


Figure E-19. City of Howe Public Notice, City Website



Figure E-20. City of Pottsboro Public Notice, City Website



Figure E-21. City of Tom Bean Public Notice, City Website

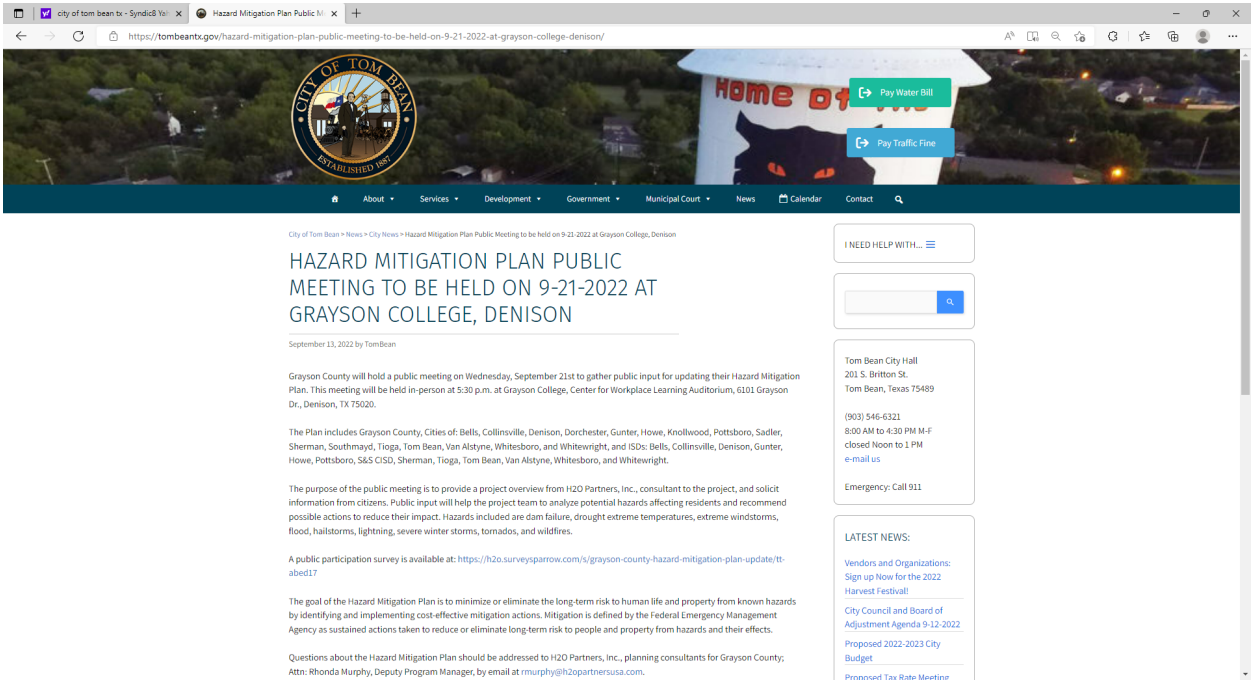


Figure E-22. City of Van Alstyne Public Notice, City Website



Figure E-23. City of Whitesboro Public Notice, Fire Department Facebook

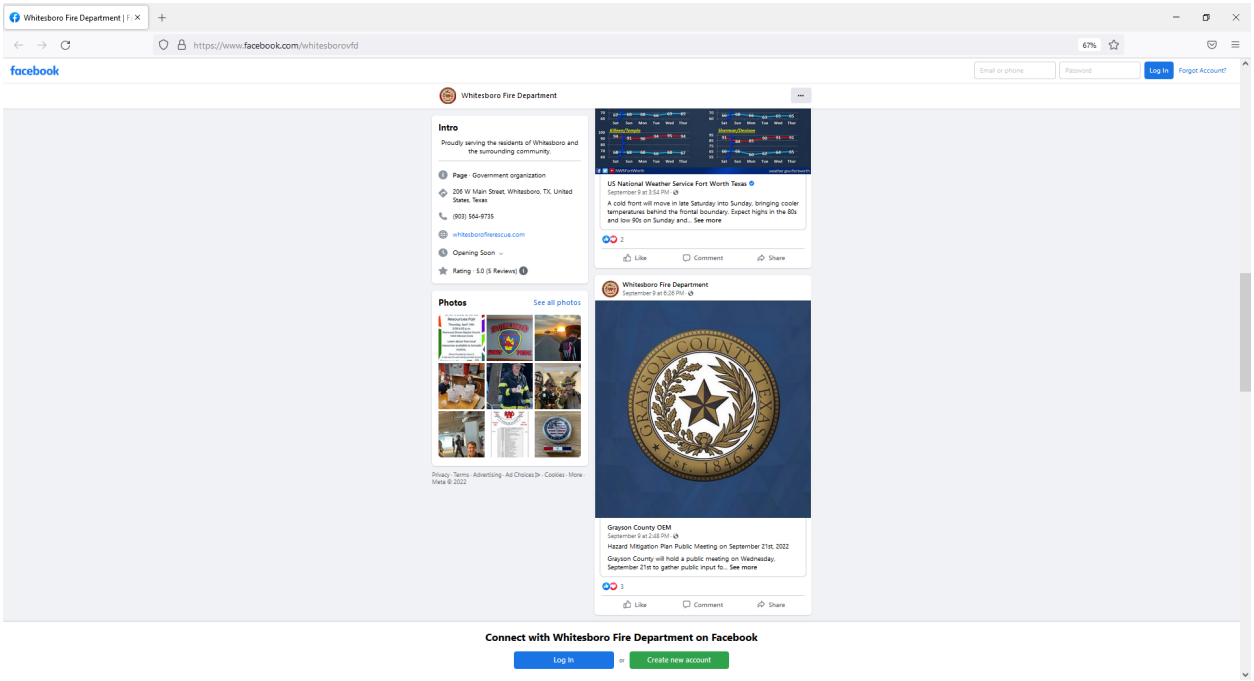


Figure E-23. City of Whitewright Public Notice, City Website

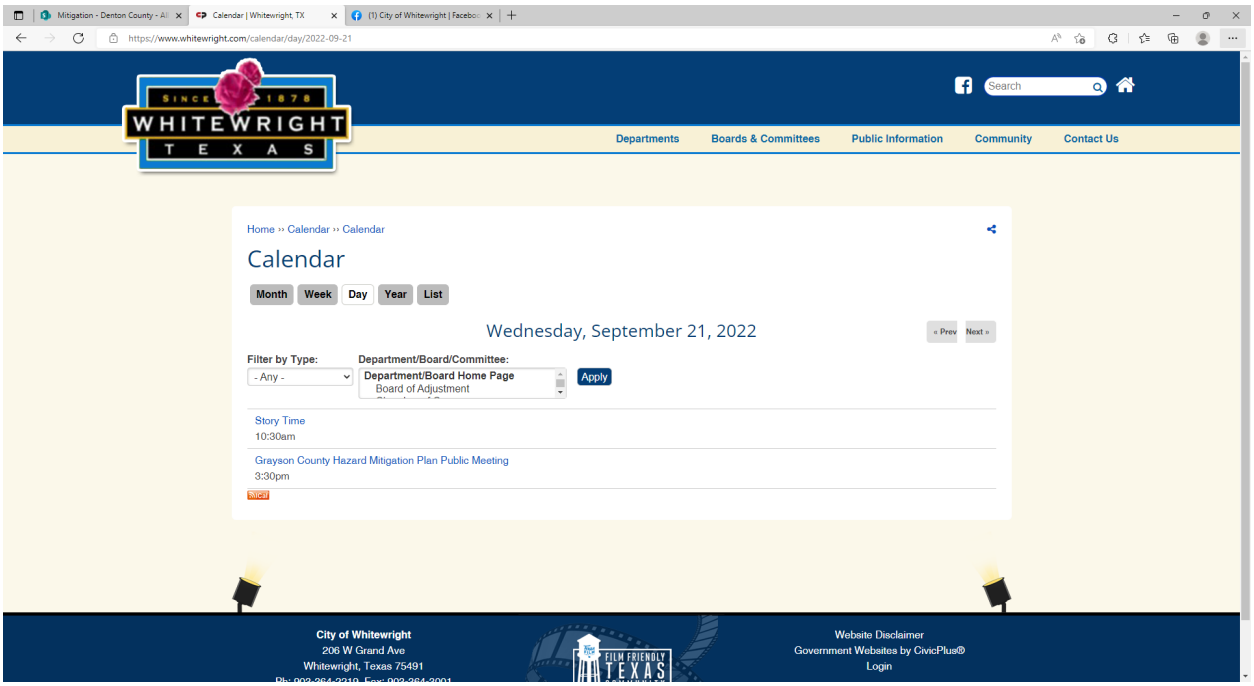


Figure E-24. Bells ISD Public Notice, School Website



Figure E-25. Denison ISD Public Notice, School Website

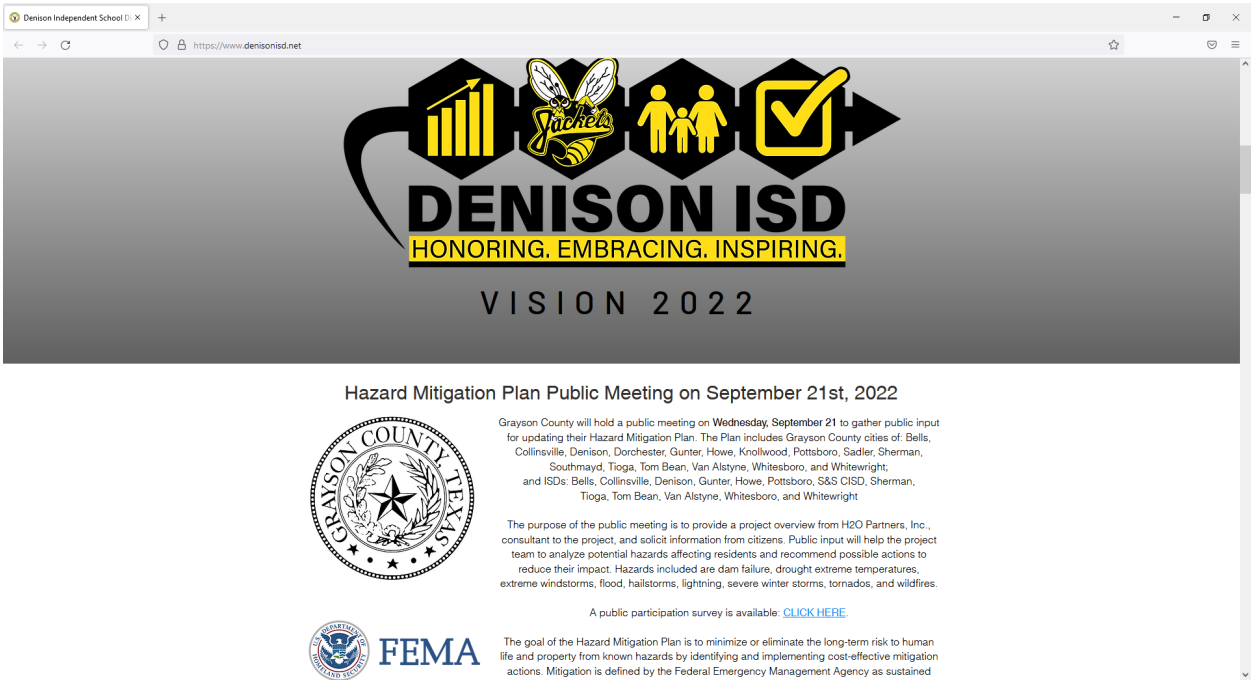
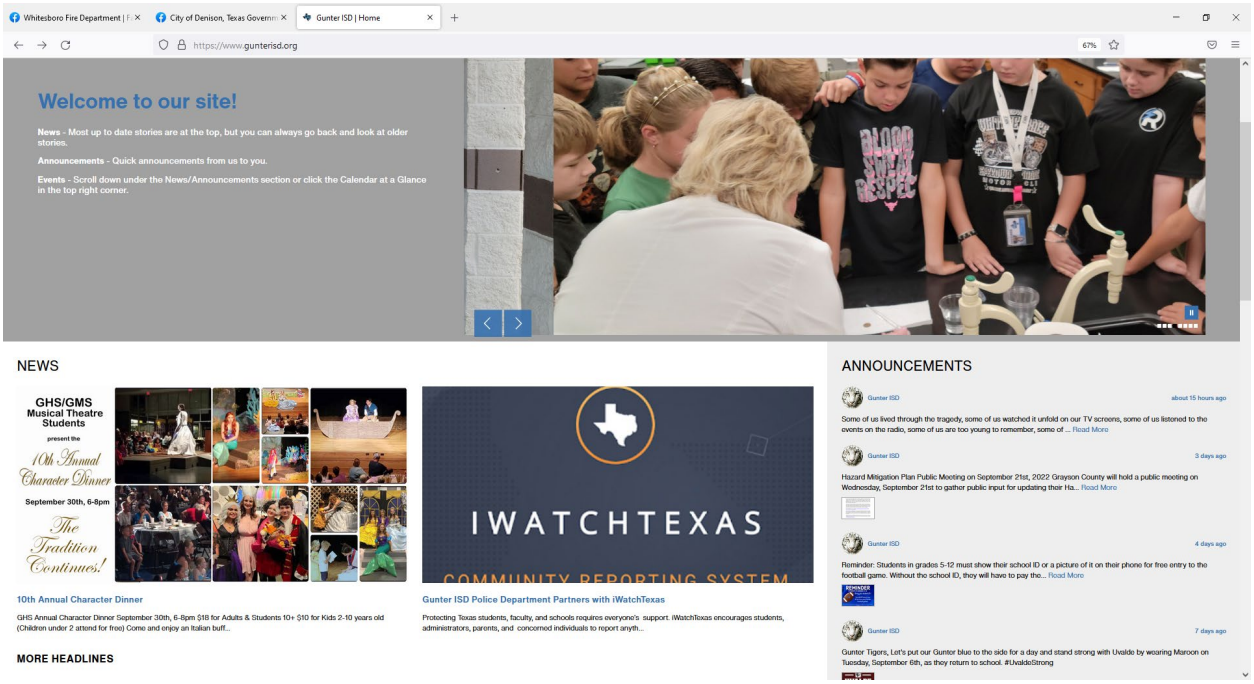


Figure E-26. Gunter ISD Public Notice, School Website



APPENDIX E: MEETING DOCUMENTATION

Figure E-27. Pottsboro ISD Public Notice, School Facebook

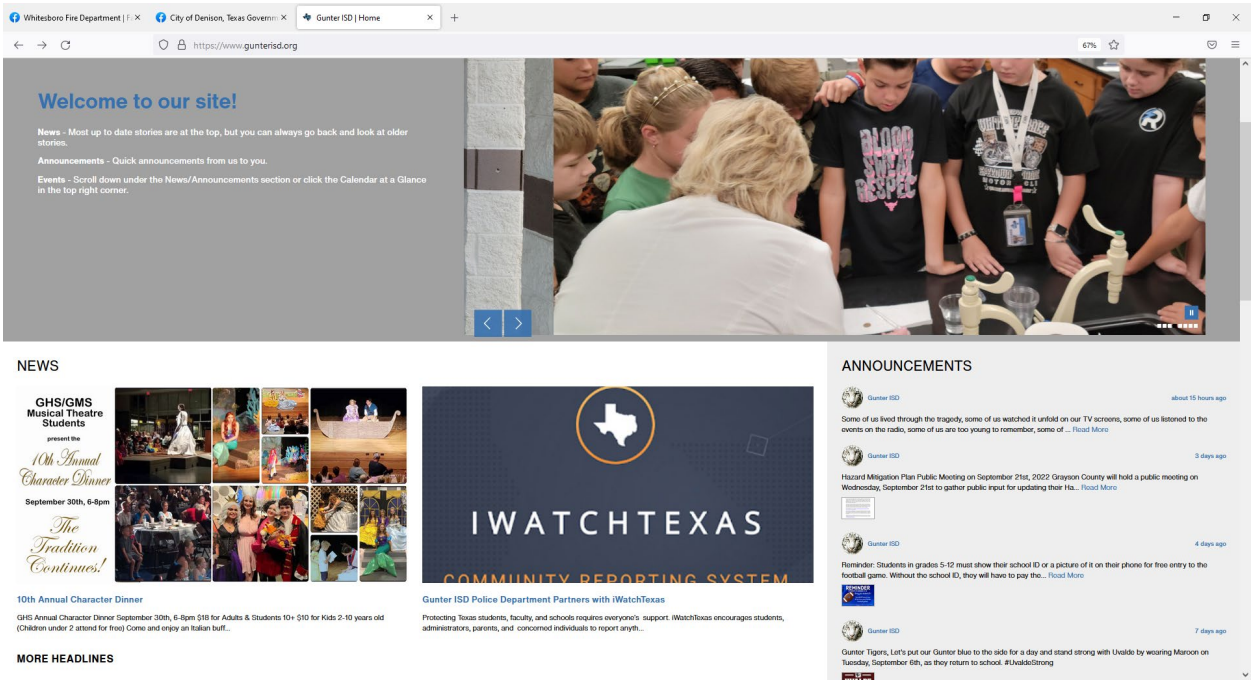


Figure E-28. S&S Consolidated ISD Public Notice, School Website



Figure E-29. Whitewright ISD Public Notice, School Website

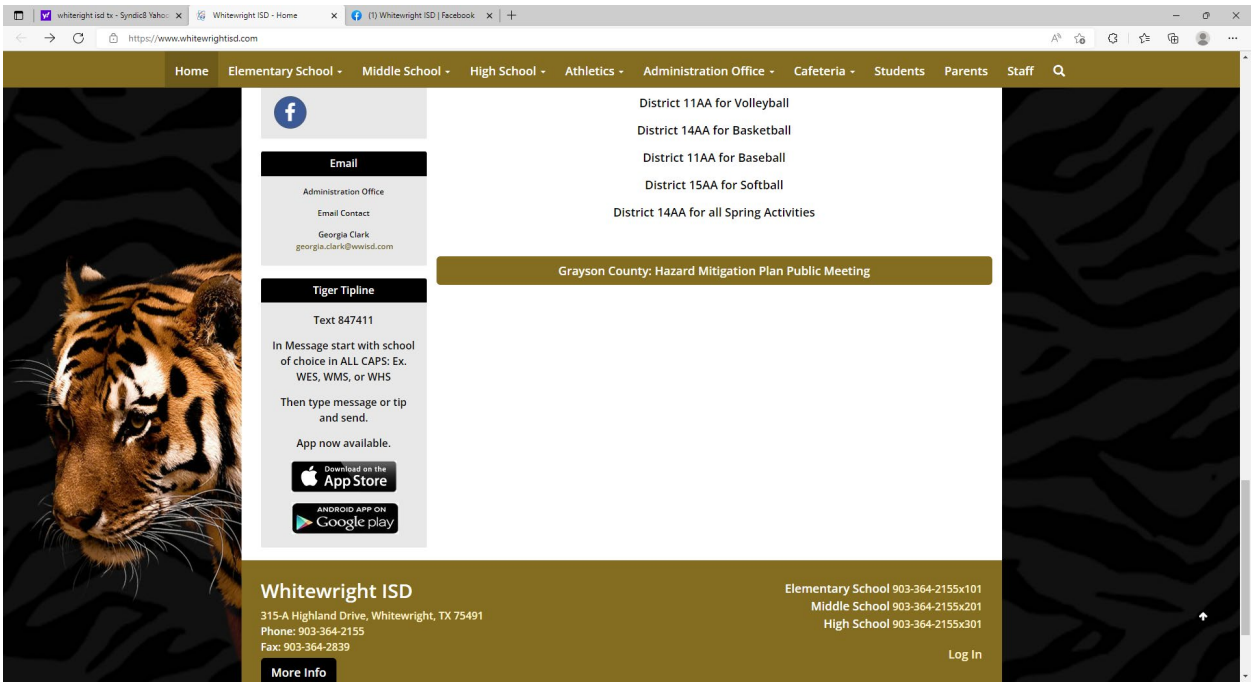


Figure E-30. Grayson County Public Notice, County Website



Figure E-31. Grayson County Public Notice, OEM Facebook

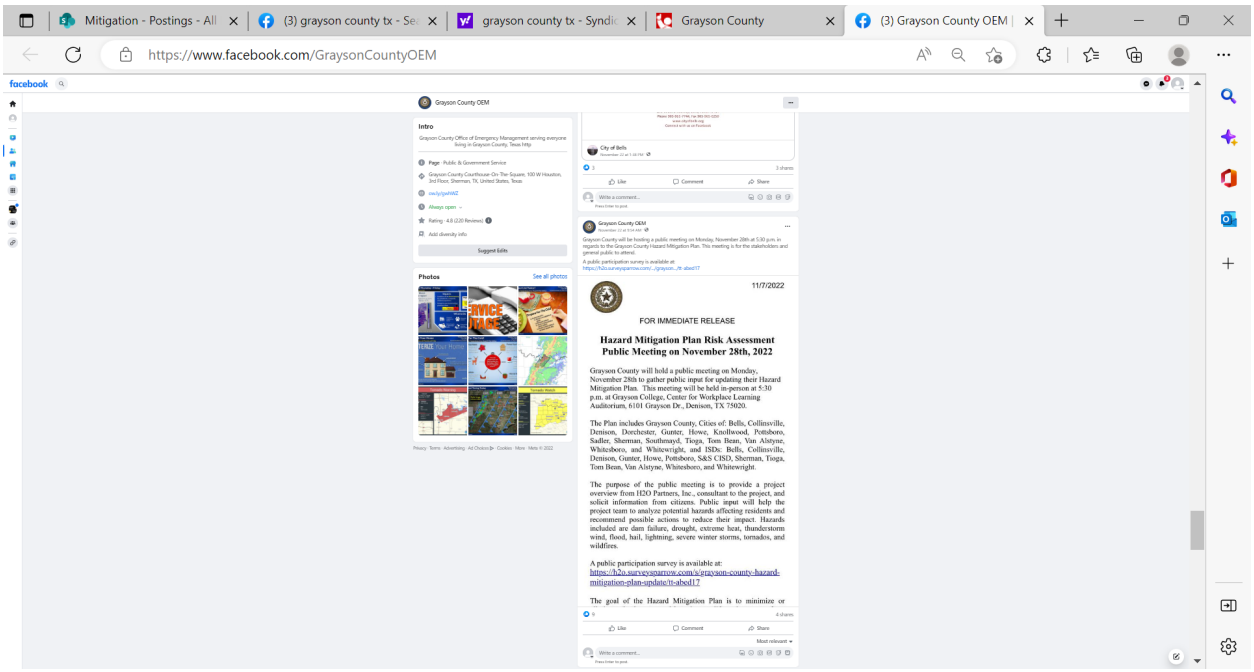


Figure E-31. City of Denison Public Notice, Fire Department Facebook

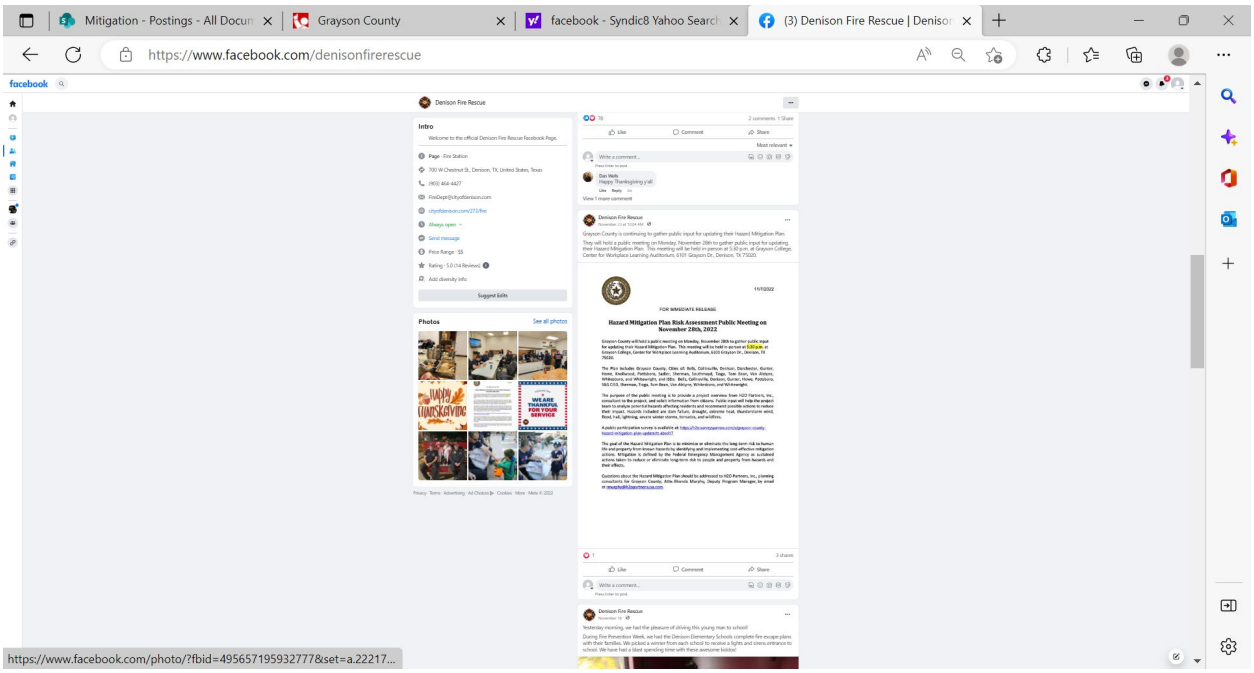


Figure E-32. City of Howe Public Notice, Howe Enterprise Newspaper



HoweEnterprise.com November 28, 2022 5

Hazard Mitigation Plan Risk Assessment Public Meeting tonight

Grayson County will hold a public meeting on Monday, November 28th to gather public input for updating their Hazard Mitigation Plan. This meeting will be held in-person at 5:30 p.m. at Grayson College, Center for Workplace Learning Auditorium, 6101 Grayson Dr., Denison, TX 75020. The Plan includes Grayson County, Cities of: Bells, Collinsville, Denison, Dorchester, Gunter, Howe, Knollwood, Pottsboro, Sadler, Sherman, Southmayd, Tioga, Tom Bean, Van Alstyne, Whitesboro, and Whitewright, and ISDs: Bells, Collinsville, Denison, Gunter, Howe, Pottsboro, S&S CISD, Sherman, Tioga, Tom Bean, Van Alstyne, Whitesboro, and Whitewright.

The purpose of the public meeting is to provide a project overview from H2O Partners, Inc., consultant to the project, and solicit information from citizens. Public input will help the project team to analyze potential hazards affecting residents and recommend possible actions to reduce their impact. Hazards included are dam failure, drought, extreme heat, thunderstorm wind, flood, hail, lightning, severe winter storms, tornados, and wildfires.

A public participation survey is available at: https://h2o.surveyspanrow.com/s/grayson-county-hazard-mitigation-plan-update/ft-abed17

The goal of the Hazard Mitigation Plan is to minimize or eliminate the long-term risk to human life and property from known hazards by identifying and implementing cost-effective mitigation actions. Mitigation is defined by the Federal Emergency Management Agency as sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects.

Questions about the Hazard Mitigation Plan should be addressed to H2O Partners, Inc., planning consultants for Grayson County; Attn: Rhonda Murphy, Deputy Program Manager, by email at rmurphy@h2opartnersusa.com.

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Figure E-33. Pottsboro ISD Public Notice, School Facebook

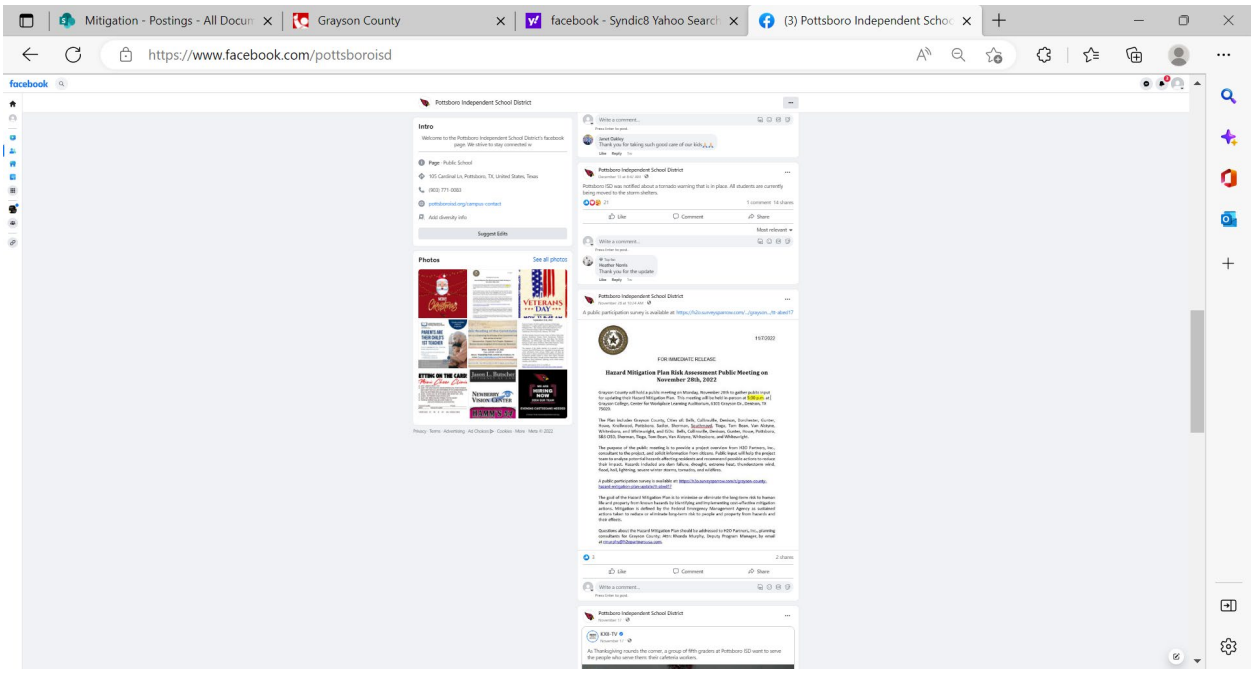


Figure E-34. Grayson County Public Notice, County Website

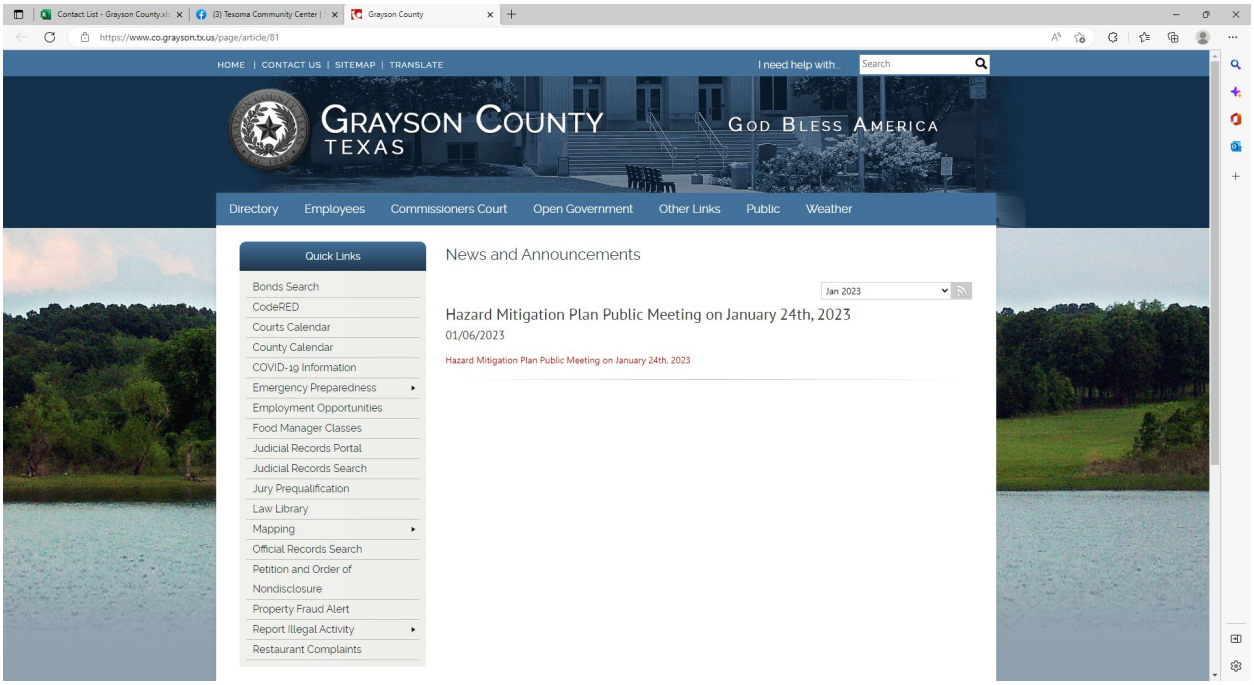


Figure E-35. Grayson County Public Notice, Emergency Management Facebook

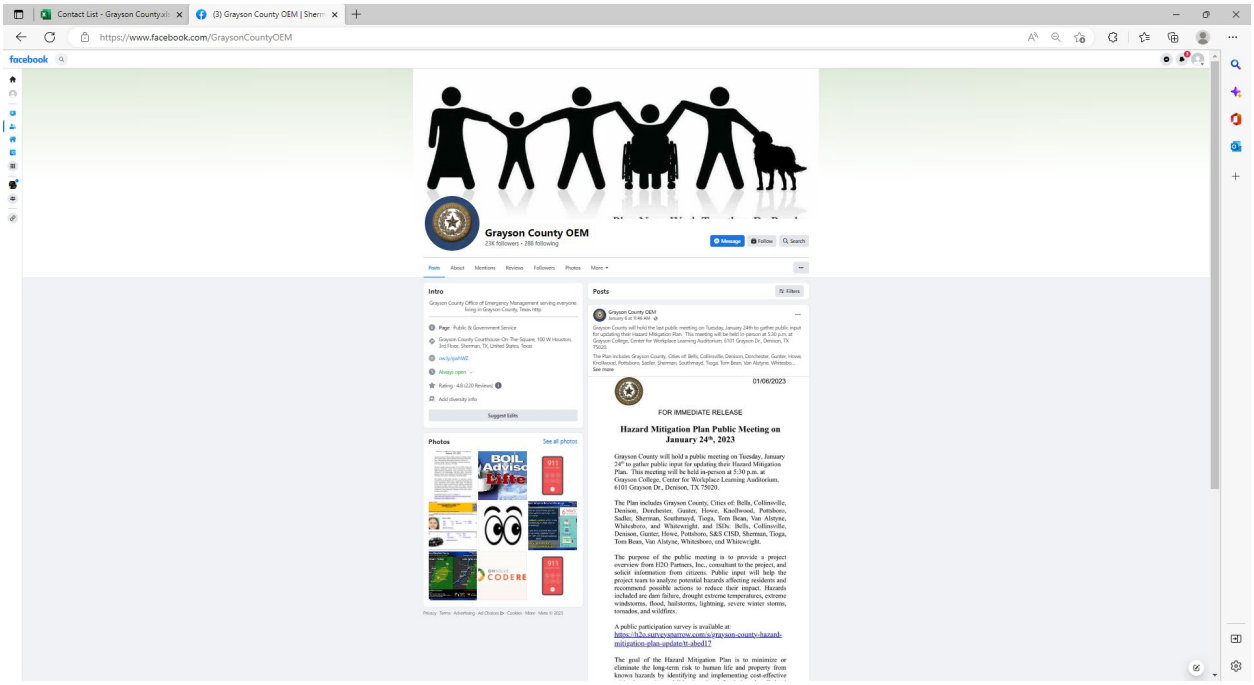
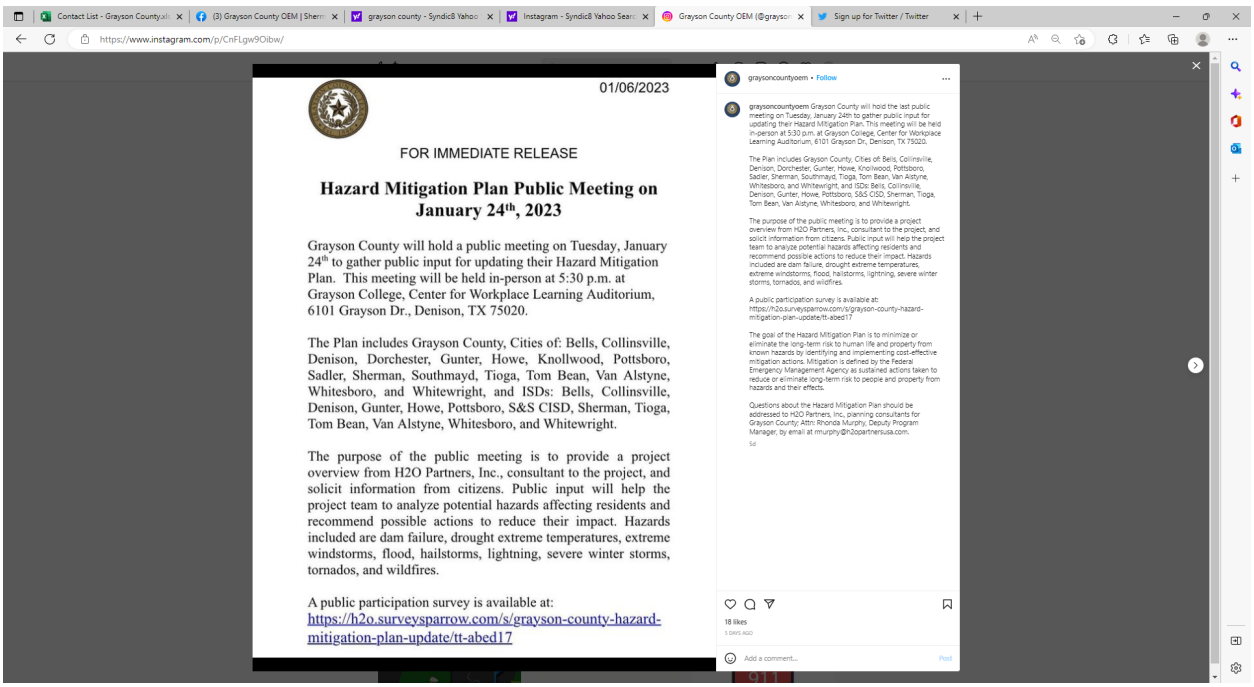


Figure E-36. Grayson County Public Notice, Emergency Management Instagram


01/06/2023
FOR IMMEDIATE RELEASE
Hazard Mitigation Plan Public Meeting on January 24th, 2023
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https://h2o.surveysparrow.com/s/grayson-county-hazard-mitigation-plan-update/tt-abed17
grayson county - Syndic8 Yahoo
Instagram - Syndic8 Yahoo Sear
Grayson County OEM (@grayson
Sign up for Twitter / Twitter
https://www.instagram.com/p/CnFLgw9Oibw/

Figure E-37. Grayson County Public Notice, Emergency Management Twitter

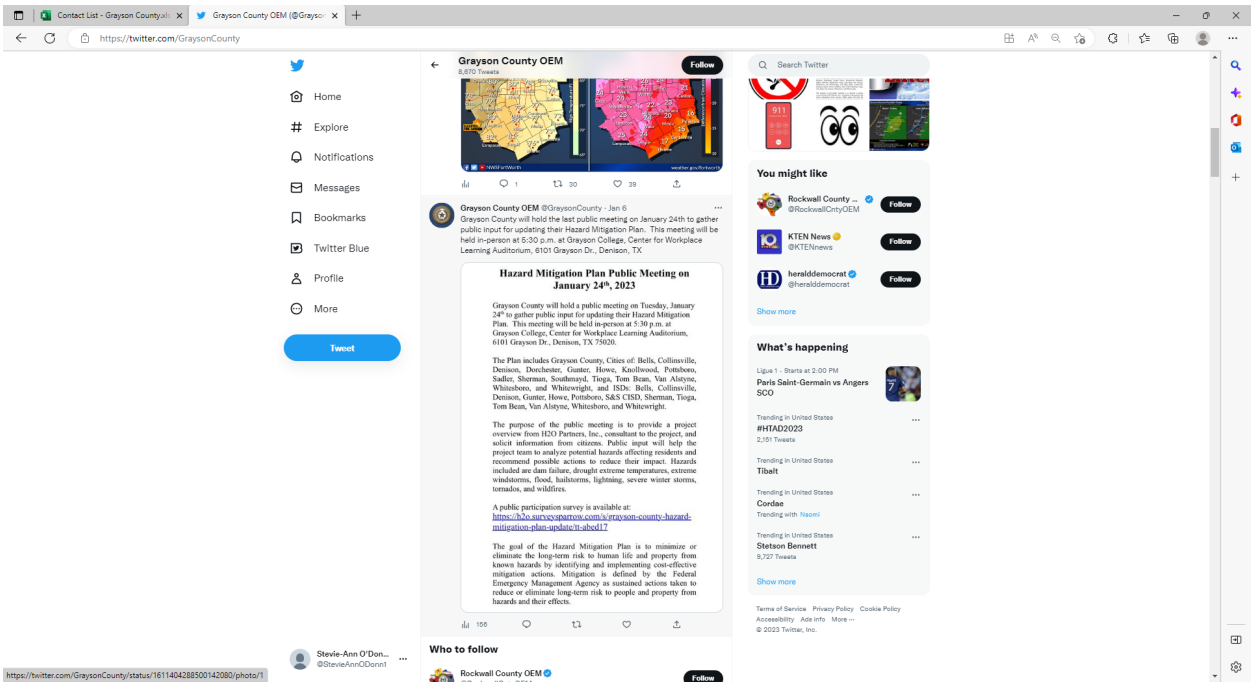


Figure E-38. City of Bells Public Notice, City Website

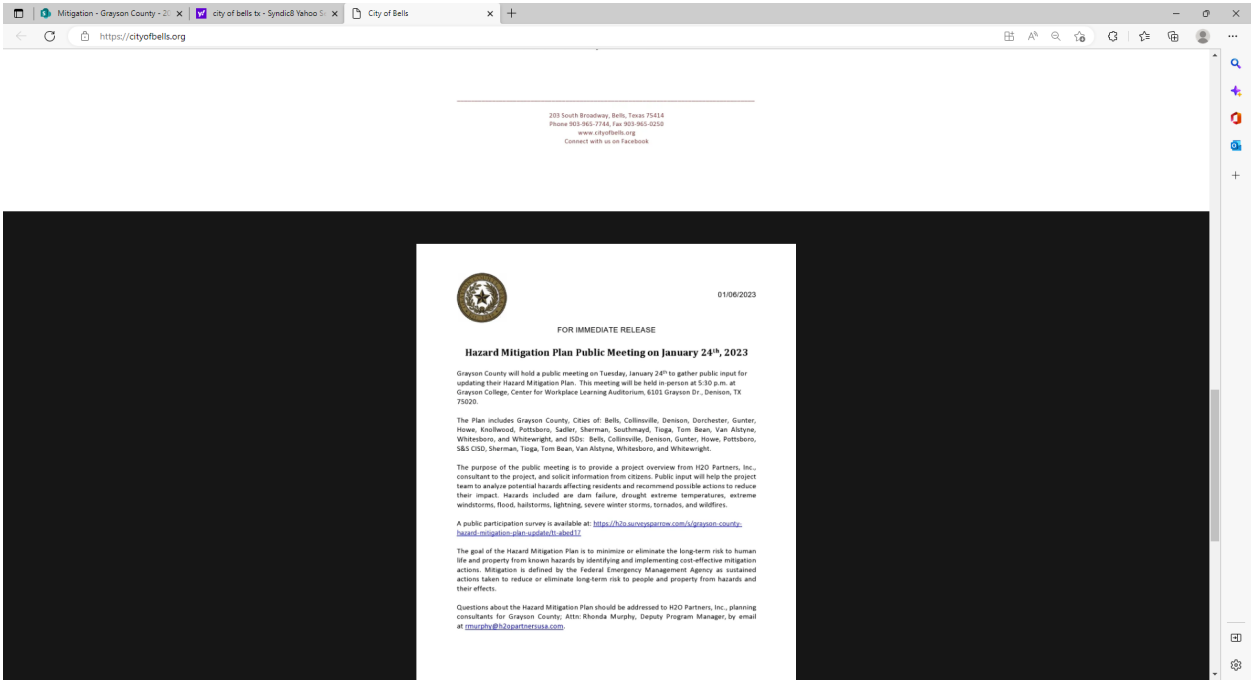


Figure E-39. City of Collinsville Public Notice, City Website

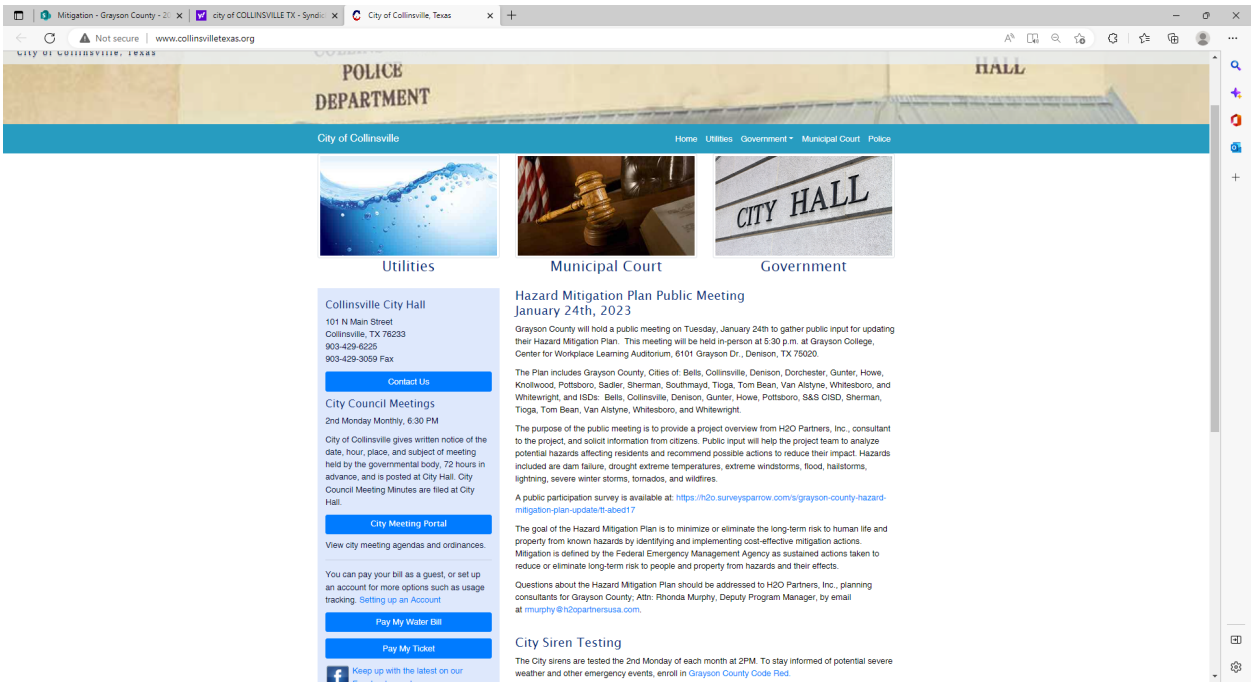


Figure E-40. City of Collinsville Public Notice, Facebook

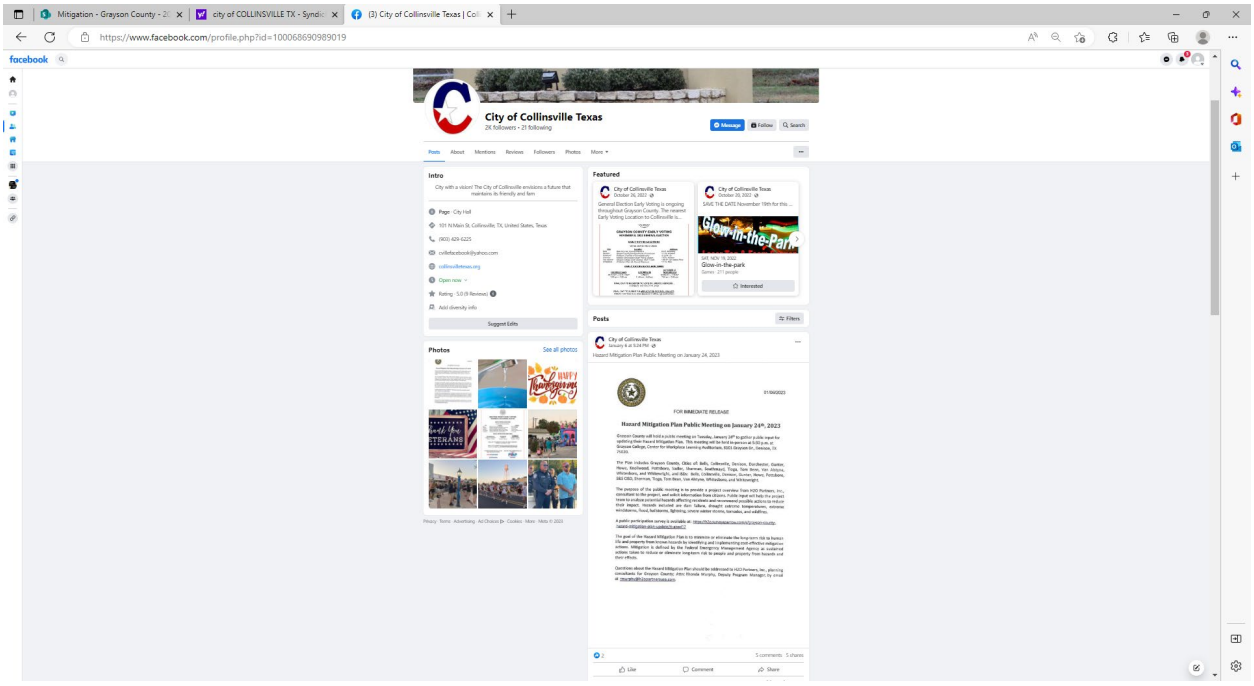


Figure E-41. City of Denison Public Notice, City Website

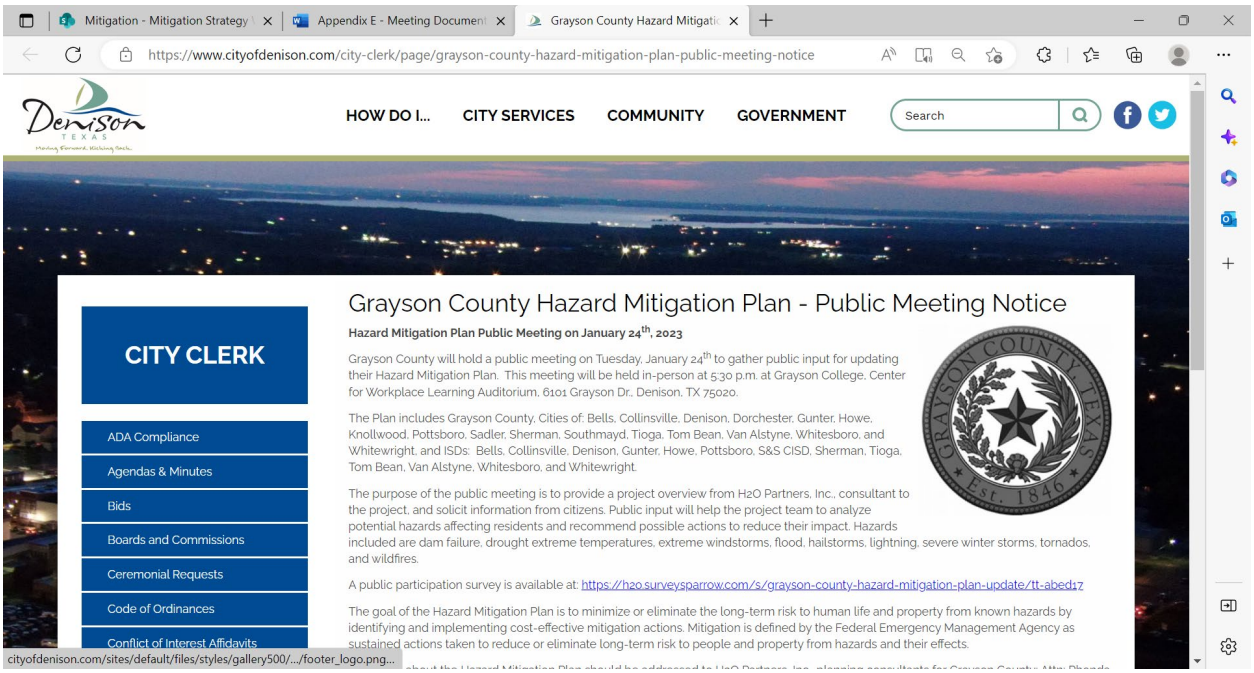


Figure E-42. City of Dorchester Public Notice, City Bulletin

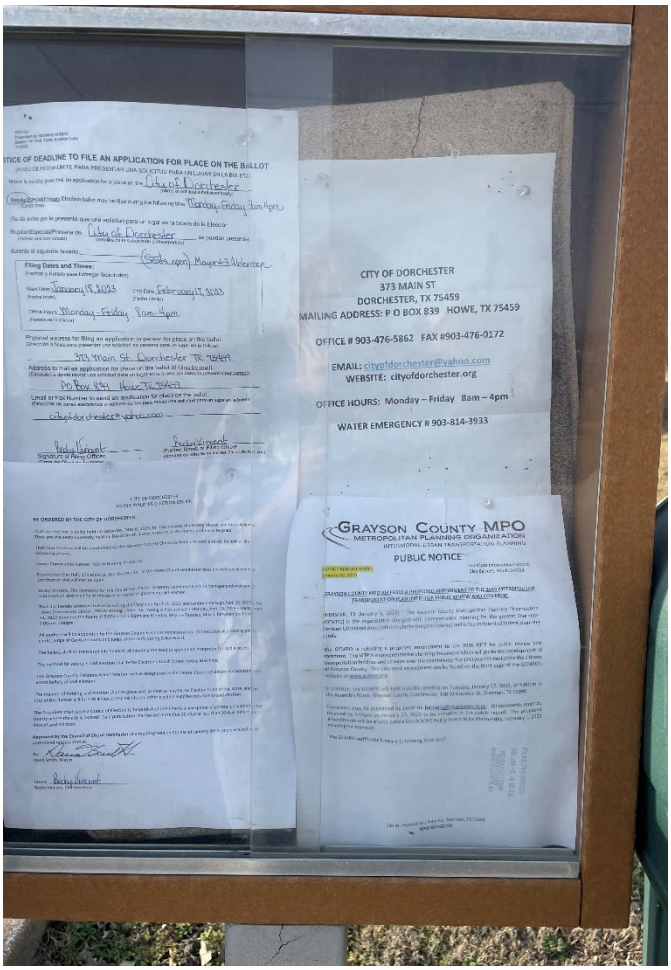


Figure E-43. City of Howe Public Notice, City Website

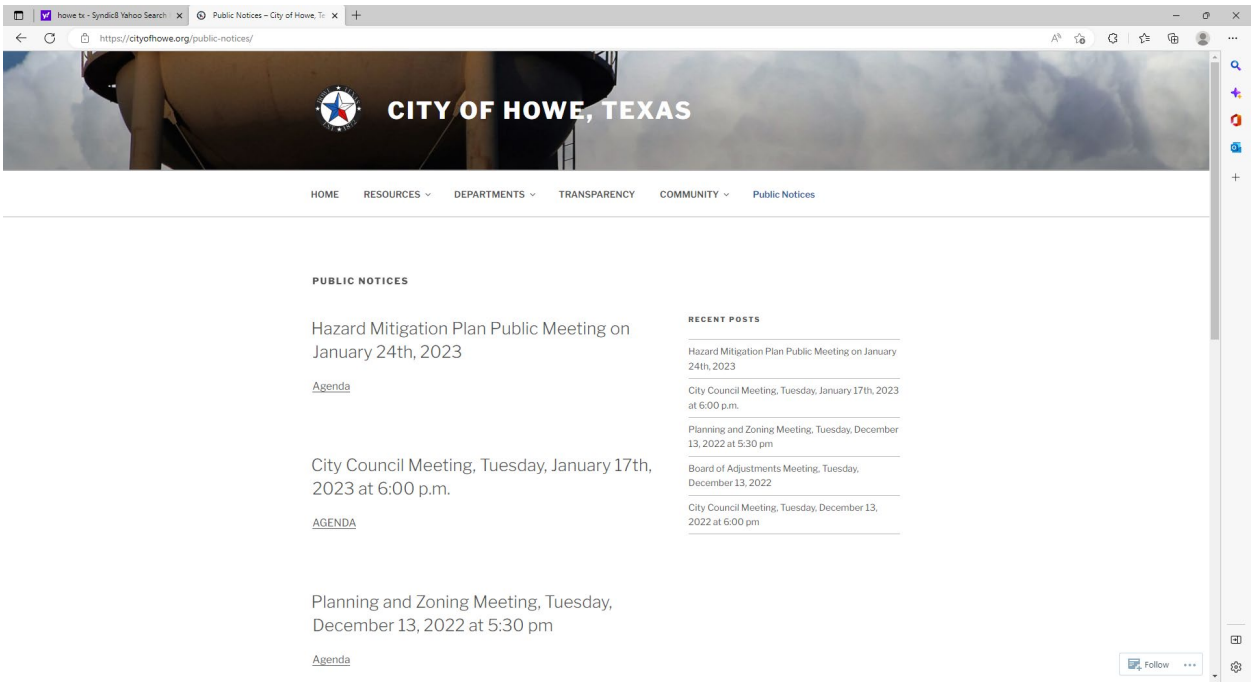


Figure E-44. City of Pottsboro Public Notice, City Website

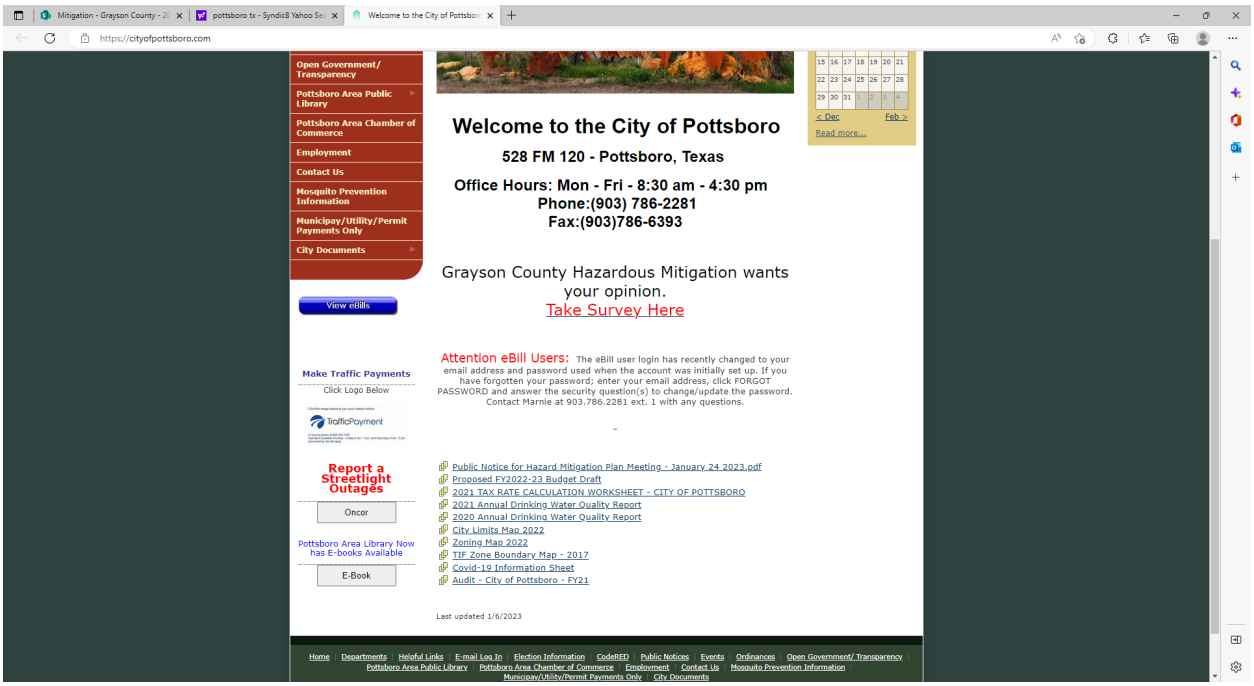


Figure E-45. City of Tioga Public Notice, City Website

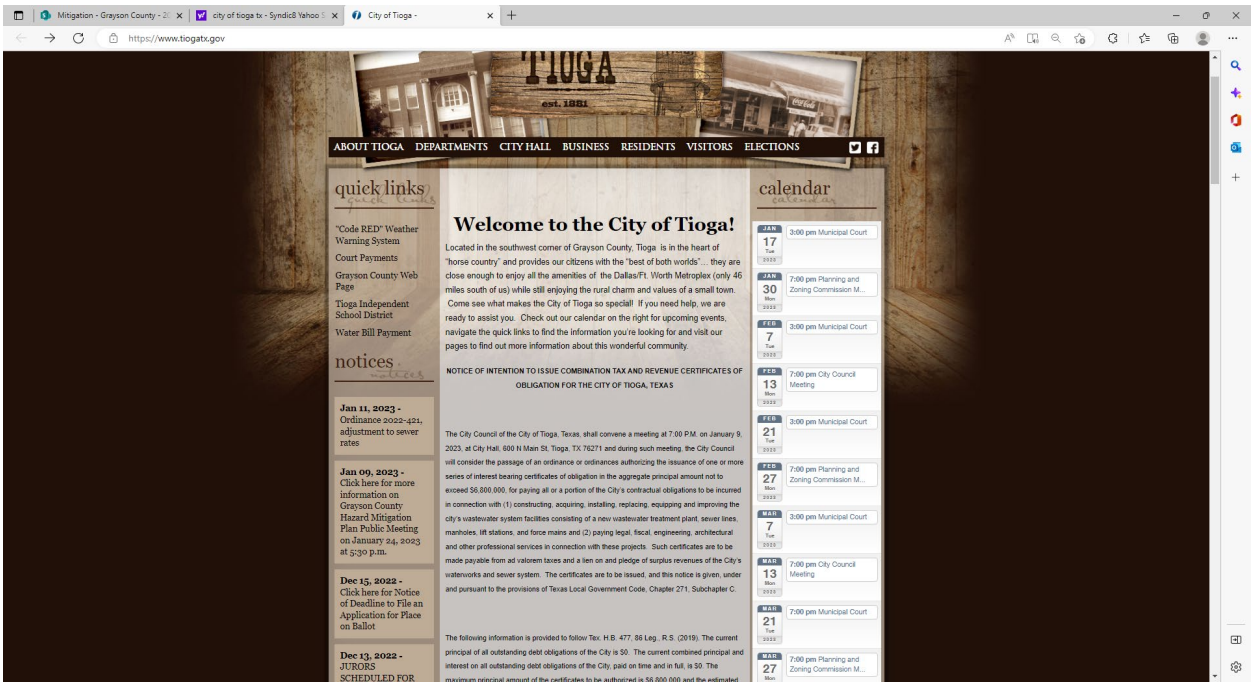
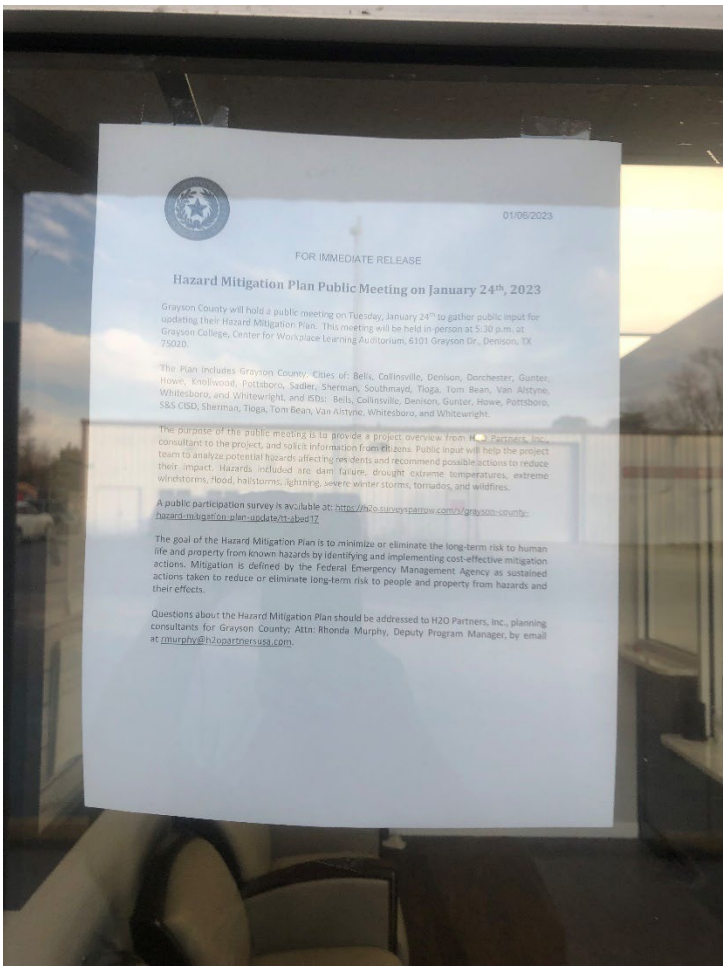


Figure E-46. City of Tioga Public Notice, City Bulletin



01/06/2023

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Figure E-47. City of Tom Bean Public Notice, City Website

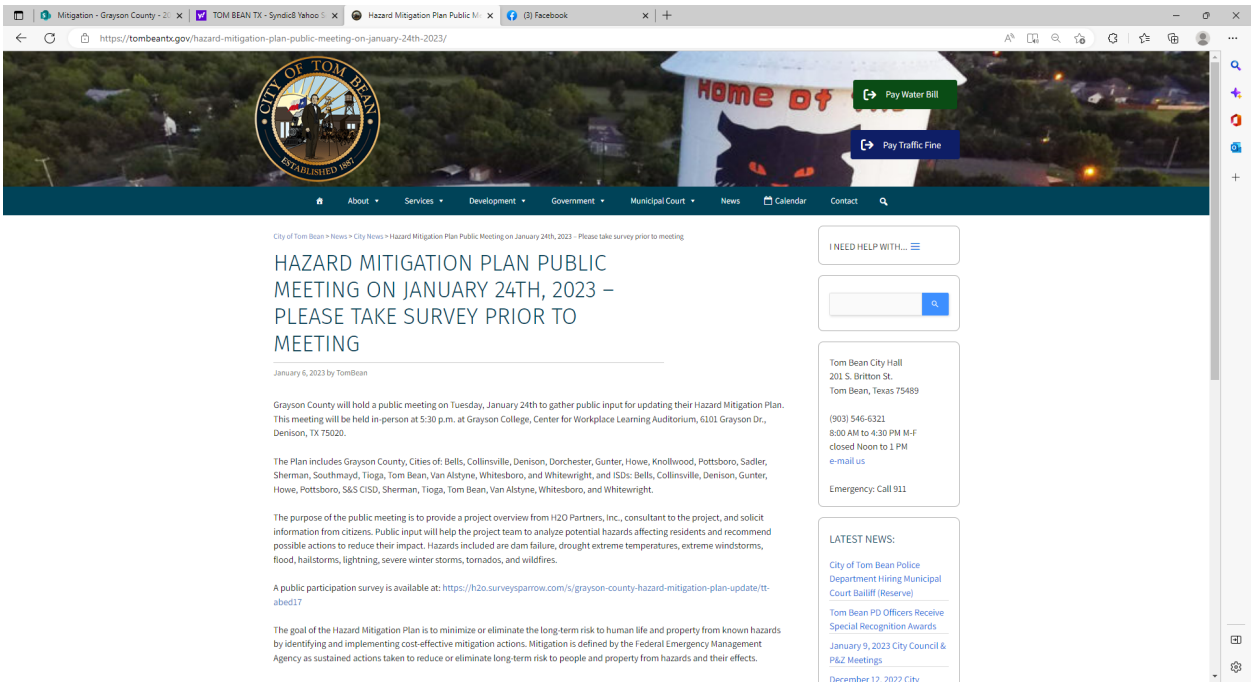


Figure E-48. City of Van Alstyne Public Notice, City Website

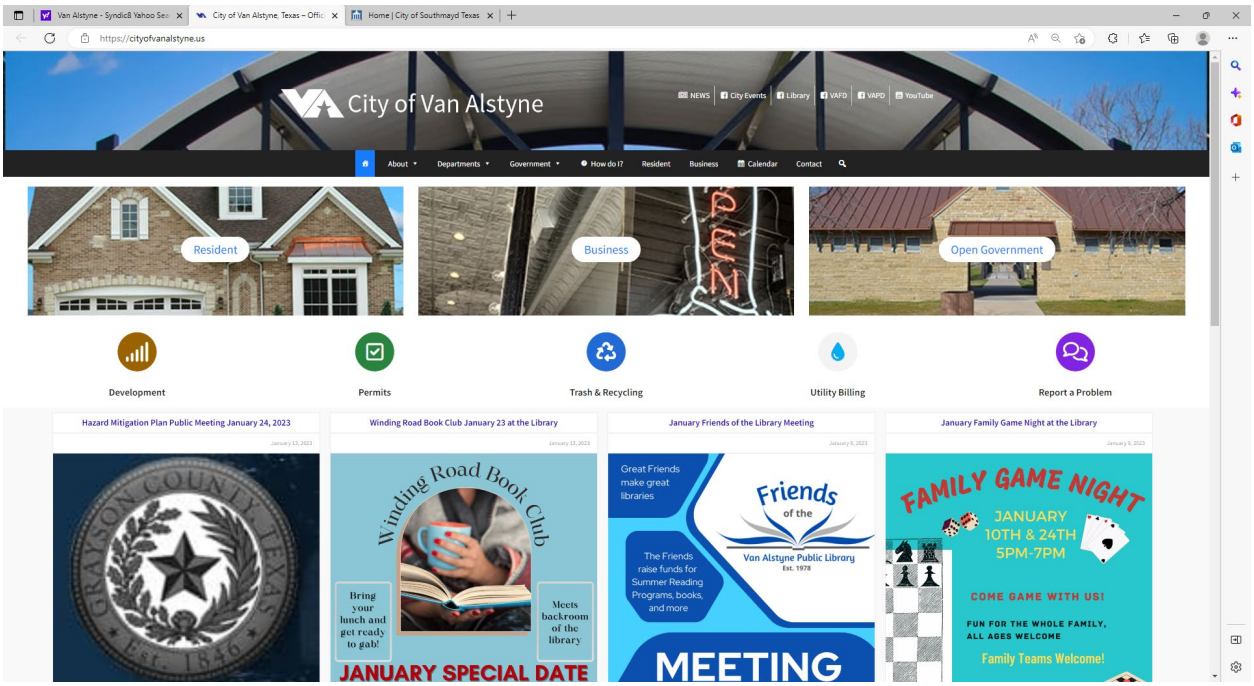


Figure E-49. City of Van Alstyne Public Notice, Facebook

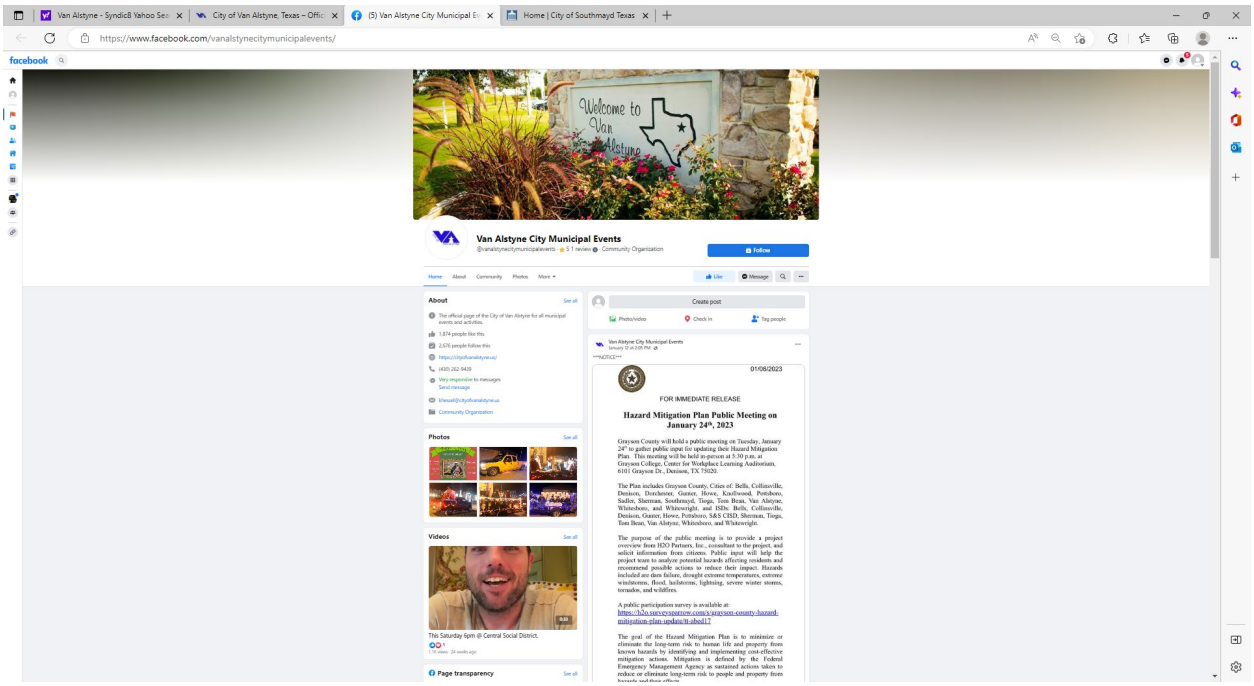


Figure E-50. City of Whitesboro Public Notice, City Website



Figure E-51. Bell ISD Public Notice, School Website

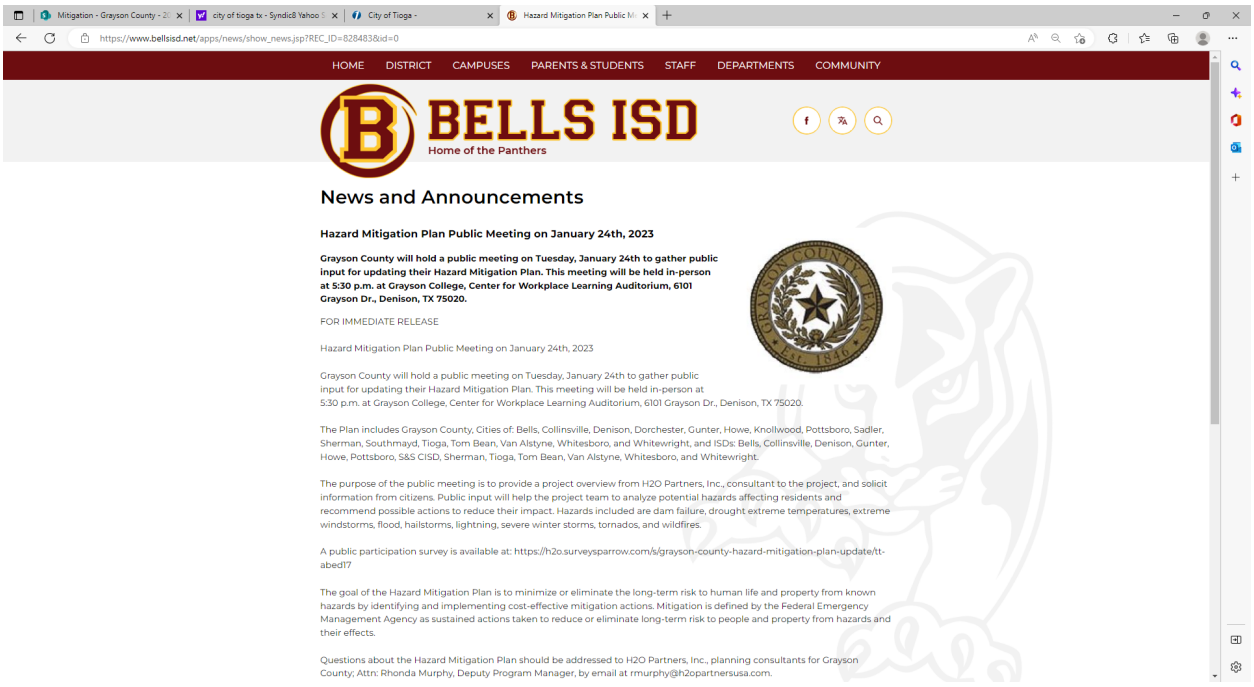
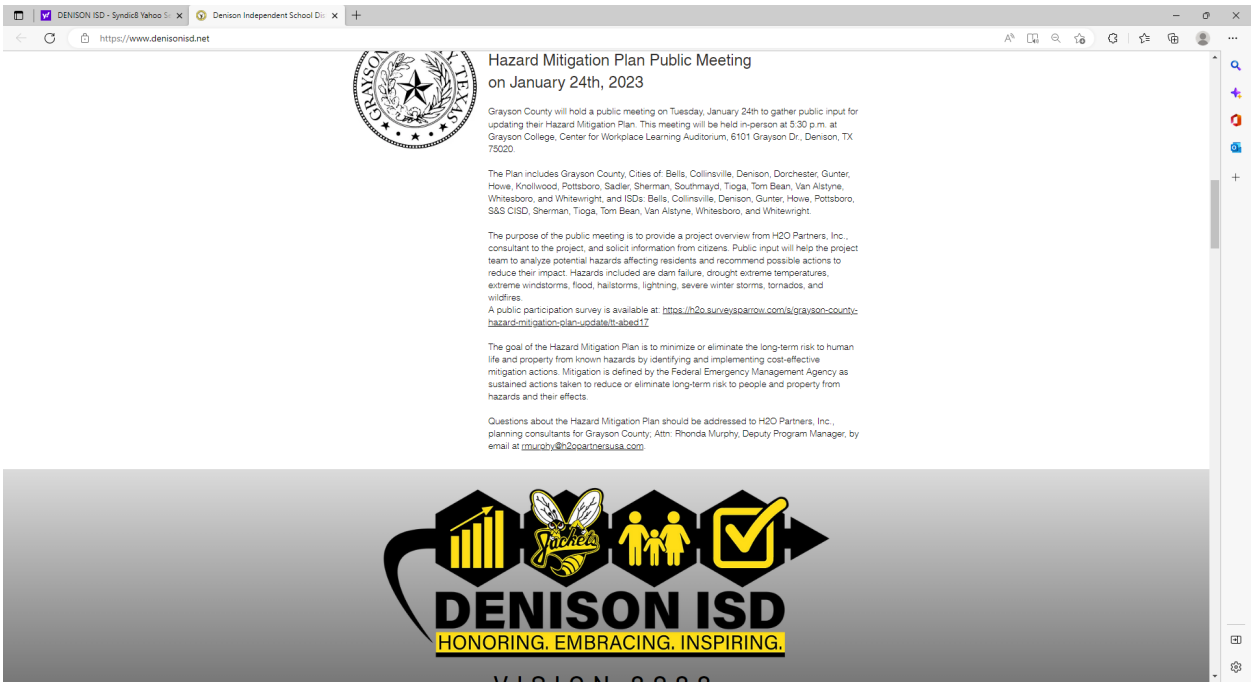


Figure E-52. Collinsville ISD Public Notice, School Website



Figure E-53. Denison ISD Public Notice, School Website



https://www.denisonisd.net

Hazard Mitigation Plan Public Meeting
on January 24th, 2023

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DENISON ISD
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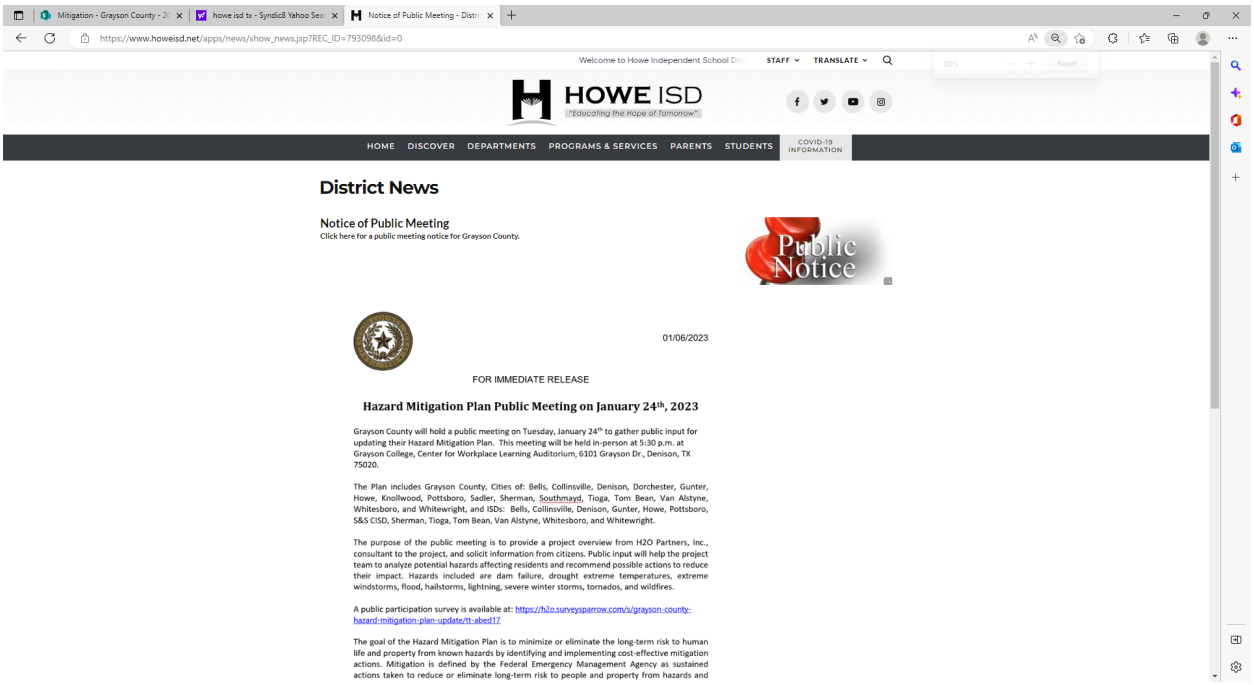
Figure E-54. Howe ISD Public Notice, School Website



https://www.howeisd.net/apps/news/show_news.jsp?REC_ID=793098&id=0

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District News

Notice of Public Meeting
Click here for a public meeting notice for Grayson County.

Public Notice

01/06/2023

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Figure E-55. Howe ISD Public Notice, School Facebook

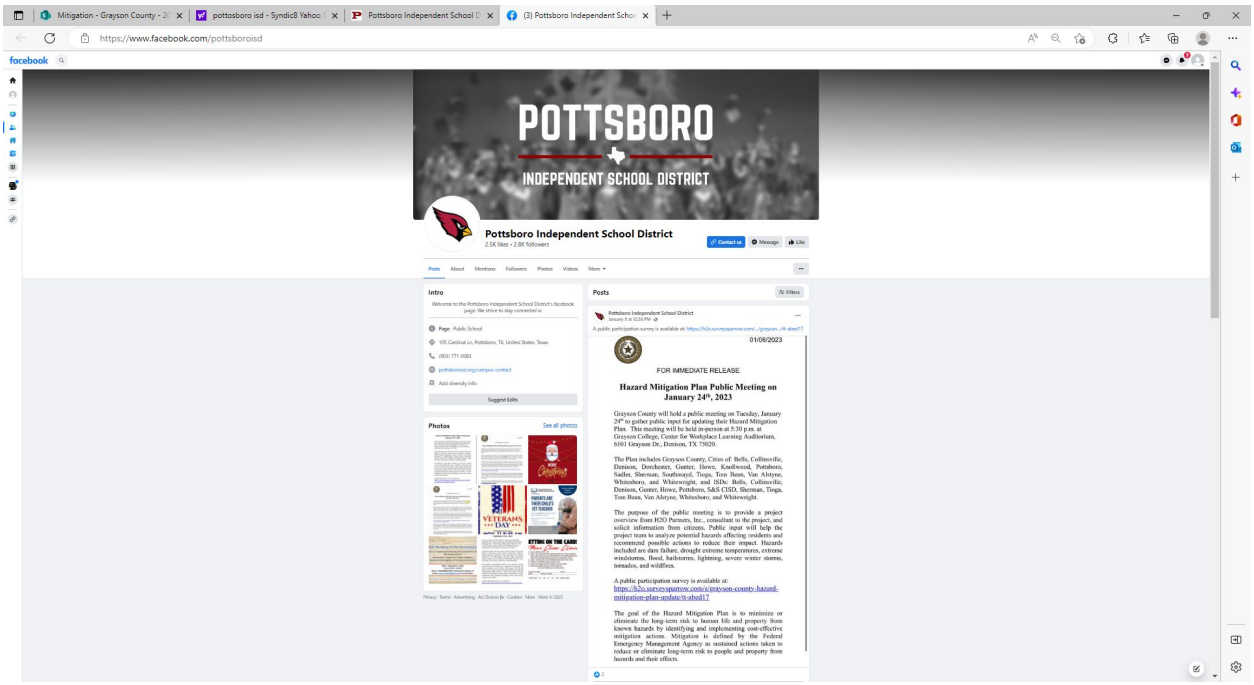


Figure E-56. S&S CISD Public Notice, School Website

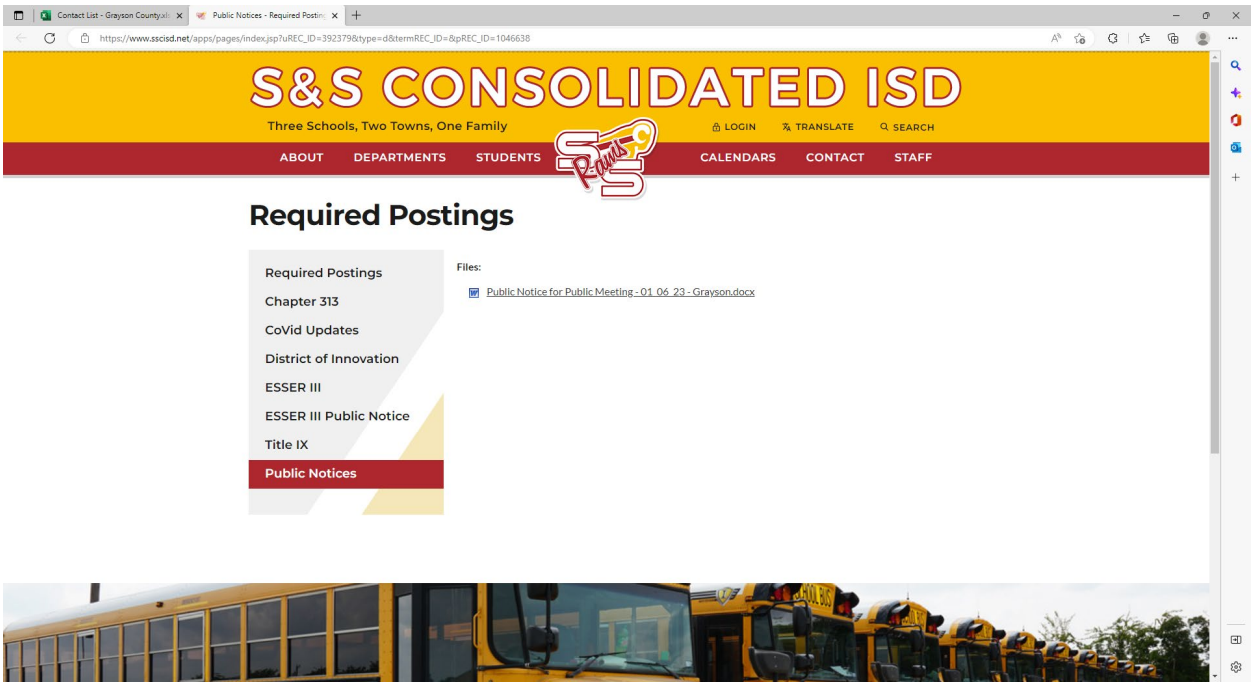


Figure E-57. Tom Bean ISD Public Notice, School Website

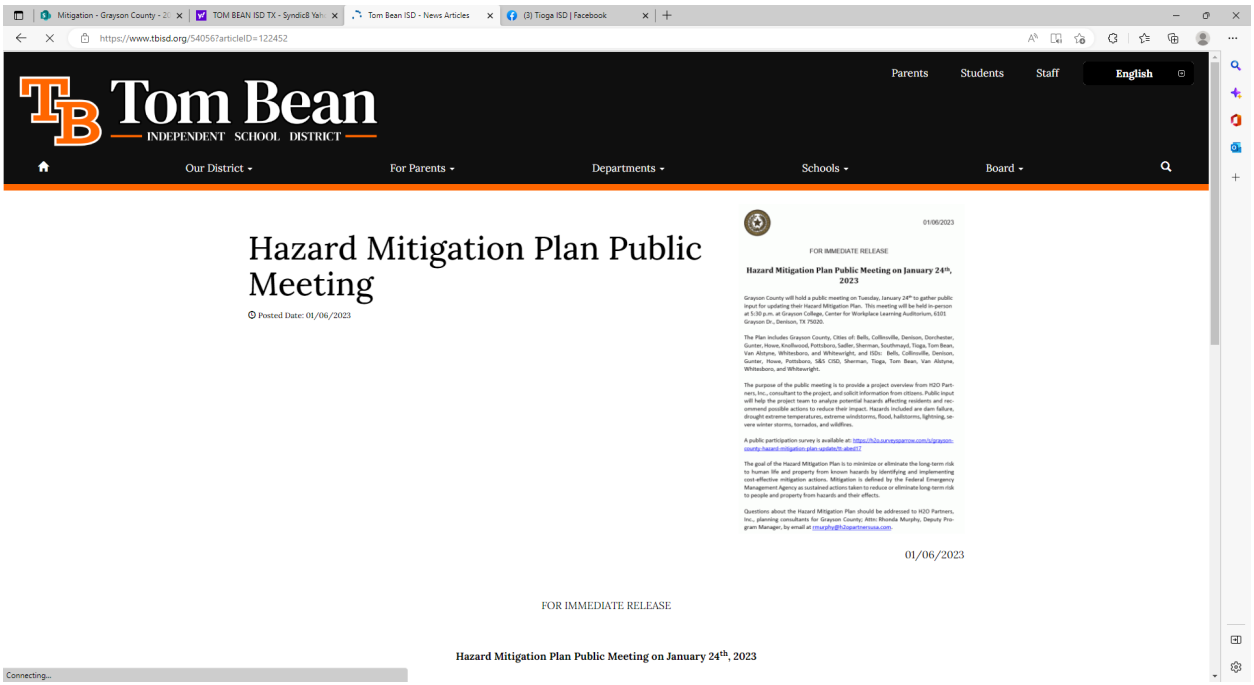


Figure E-58. Van Alstyne ISD Public Notice, School Website

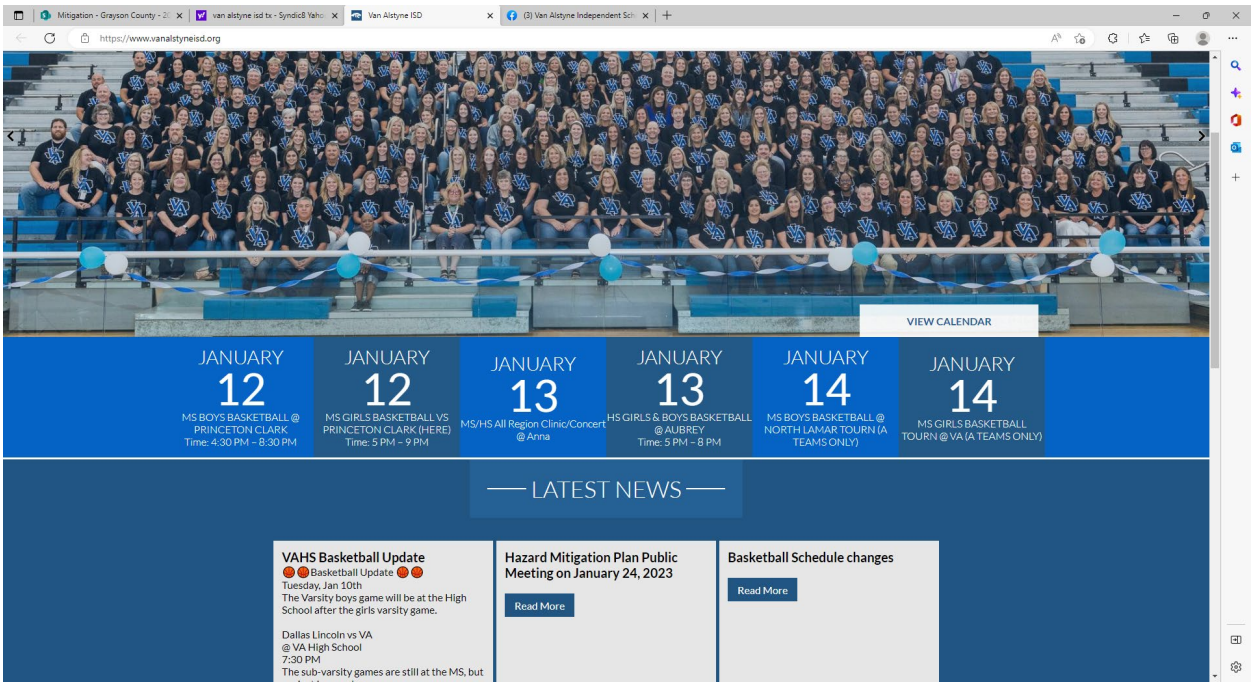


Figure E-59. Van Alstyne ISD Public Notice, School Facebook

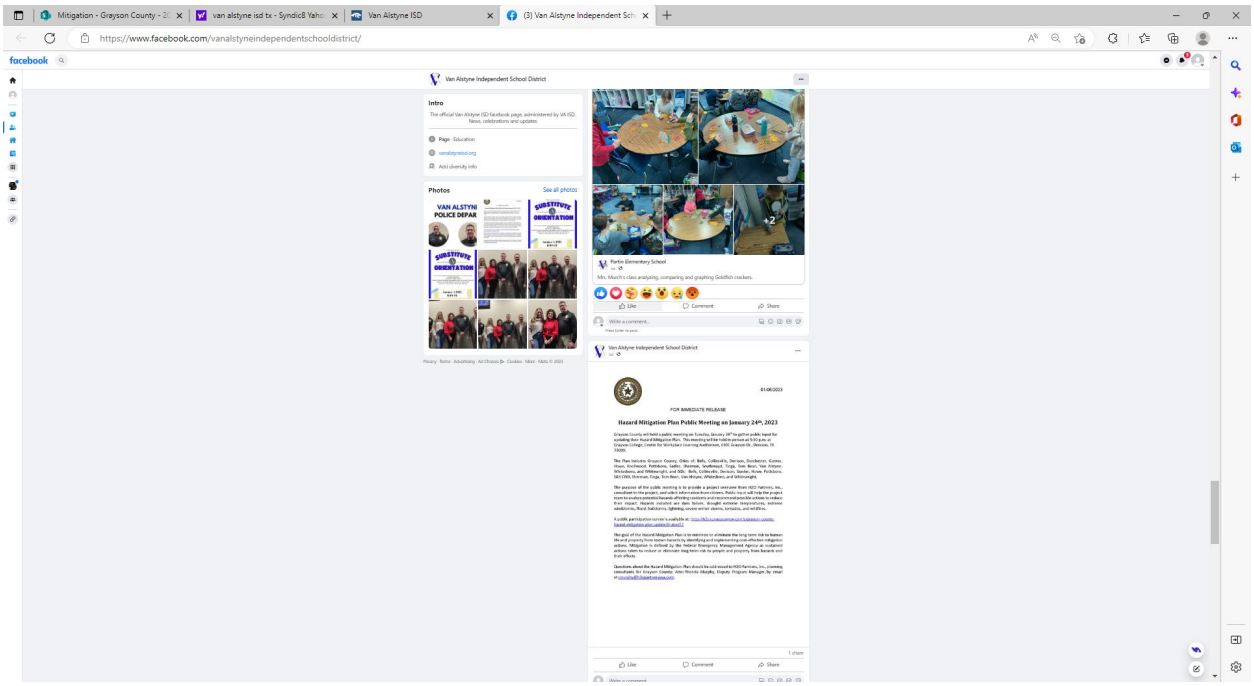
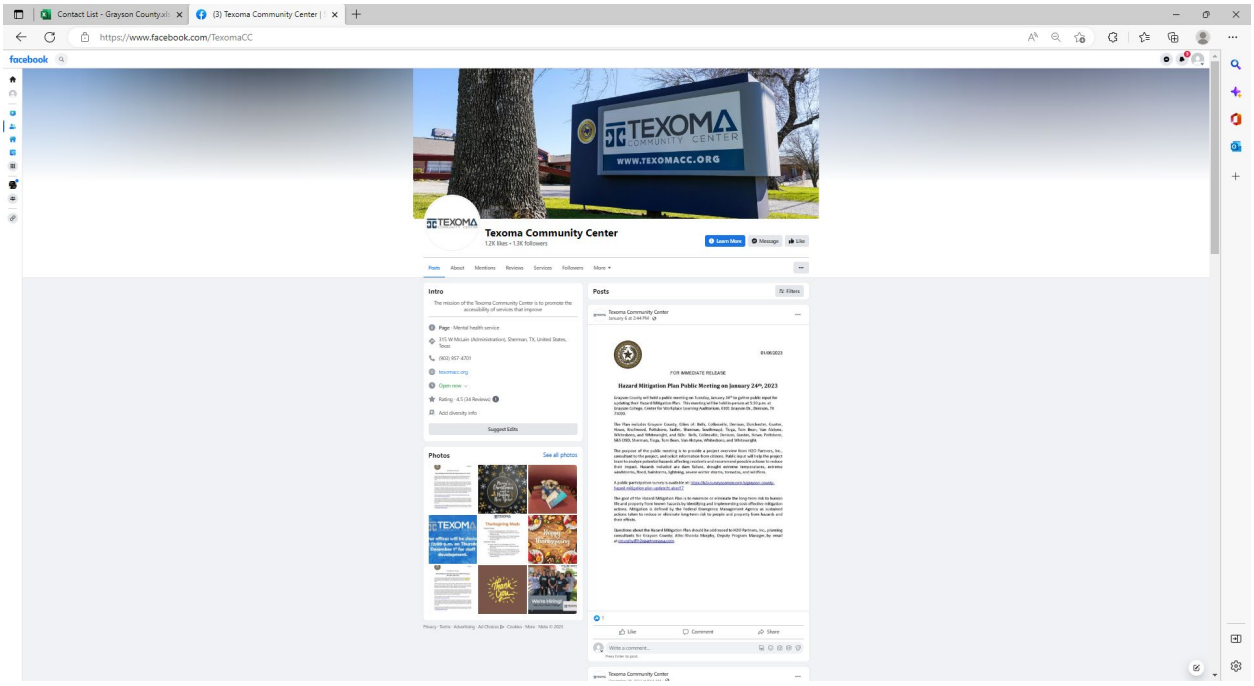


Figure E-60. Grayson County Public Notice, Texoma Community Center, Facebook





APPENDIX F
CAPABILITY ASSESSMENT

APPENDIX F: CAPABILITY ASSESSMENT

Overview 1
Community Capability Assessments 2

OVERVIEW

Appendix F is **For Official Use Only (FOUO)** and may be exempt from public release under the Freedom of Information Act (FOIA).

A Community Capability Assessment is an integral component of the Hazard Mitigation Planning Process. It is an invaluable tool in assessing a community's existing planning and regulatory capabilities to support implementation of mitigation strategy objectives.

Beginning on Page 2, a completed Capability Assessment Checklist provides information on existing policies, plans, and regulations in place for Planning Team members at the local level or that may be provided by the County on an as-needed basis. ***Participation is denoted with an "x" on the Checklist.***

COMMUNITY CAPABILITY ASSESSMENTS

COMMUNITY CAPABILITY CHECKLIST	*Grayson County*	*City of Bells*	*City of Collinsville*	*City of Denison*	*City of Dorchester*
Plans					
Capital Improvements Plan		X	X	X	
Community Wildfire Protection Plan	X	X	X		
Comprehensive / Master Plan / Land Use Plan		X	X	X	X
Continuity of Operations			X		
Emergency Operations / Response Plan	X	X	X	X	X
Evacuation Plan		X	X		
Hazard Mitigation Plan	X	X	X	X	X
Stormwater Management Plan				X	
Policies/Ordinances					
Building Codes	X	X	X	X	X
Fire Code		X	X	X	
Floodplain Ordinance	X		X	X	X
Stormwater Ordinance				X	
Subdivision Regulations	X	X	X	X	X
Wildfire Ordinance					
Zoning Ordinance/Land Use Restrictions	X	X	X	X	X
Programs					
Floodplain Maps/Flood Insurance Studies	X		X	X	X
Hydrologic/Hydraulic Studies		X			
Mutual Aid Agreement		X	X	X	

APPENDIX F: CAPABILITY ASSESSMENT

COMMUNITY CAPABILITY CHECKLIST	*Grayson County*	*City of Bells*	*City of Collinsville*	*City of Denison*	*City of Dorchester*
National Flood Insurance Program Participant	X		X	X	
NFIP Community Rating System Participant					
Property Acquisition Program					
Public Education/Awareness Programs				X	
Storm Drainage Systems Maintenance Program			X	X	
Stream Maintenance Program			X		
Warning Systems/Services (reverse 911, outdoor warning signals)		X	X	X	X
Staff/Departments					
Building Code Official		X		X	
Emergency Manager	X	X	X	X	
Engineers	X	X	X	X	X
Environmental Conservation Specialist				X	
Floodplain Administrator/Manager	X		X	X	
Geographic Information Systems (GIS) Coordinator	X			X	
Personnel with Hazard Knowledge	X		X	X	X
Planners	X	X	X	X	X
Public Information Official		X		X	
Resource Development/Grant Writer	X	X	X	X	X

APPENDIX F: CAPABILITY ASSESSMENT

COMMUNITY CAPABILITY CHECKLIST	*City of Gunter*	*City of Howe*	*City of Knollwood*	*City of Pottsboro*	*City of Sadler*	*City of Sherman*
Plans						
Capital Improvements Plan	X	X	X	X	X	X
Community Wildfire Protection Plan						
Comprehensive / Master Plan / Land Use Plan	X	X	X	X	X	X
Continuity of Operations						X
Emergency Operations / Response Plan	X	X	X	X	X	X
Evacuation Plan						
Hazard Mitigation Plan	X	X	X	X	X	X
Stormwater Management Plan	X		X			
Policies/Ordinances						
Building Codes	X	X	X	X	X	X
Fire Code	X		X	X		X
Floodplain Ordinance	X	X		X	X	X
Stormwater Ordinance	X			X		X
Subdivision Regulations	X	X		X	X	X
Wildfire Ordinance						X
Zoning Ordinance/Land Use Restrictions	X	X	X	X	X	X
Programs						
Floodplain Maps/Flood Insurance Studies	X	X		X		X
Hydrologic/Hydraulic Studies						X
Mutual Aid Agreement			X	X		X
National Flood Insurance Program Participant	X	X		X		X

APPENDIX F: CAPABILITY ASSESSMENT

COMMUNITY CAPABILITY CHECKLIST	*City of Gunter*	*City of Howe*	*City of Knollwood*	*City of Pottsboro*	*City of Sadler*	*City of Sherman*
NFIP Community Rating System Participant						
Property Acquisition Program			X			X
Public Education/Awareness Programs			X			X
Storm Drainage Systems Maintenance Program			X	X		
Stream Maintenance Program						
Warning Systems/Services (reverse 911, outdoor warning signals)	X			X	X	X
Staff/Departments						
Building Code Official	X			X		X
Emergency Manager	X	X	X	X	X	X
Engineers	X	X		X	X	X
Environmental Conservation Specialist						
Floodplain Administrator/Manager	X	X		X	X	X
Geographic Information Systems (GIS) Coordinator	X	X			X	X
Personnel with Hazard Knowledge	X	X		X	X	
Planners	X	X			X	
Public Information Official	X			X		X
Resource Development/Grant Writer	X		X	X		X

APPENDIX F: CAPABILITY ASSESSMENT

COMMUNITY CAPABILITY CHECKLIST	*City of Southmayd*	*City of Tioga*	*City of Tom Bean*	*City of Van Alstyne*	*City of Whitesboro*	*City of Whitewright*
Plans						
Capital Improvements Plan		X		X		X
Community Wildfire Protection Plan						
Comprehensive / Master Plan / Land Use Plan		X		X	X	X
Continuity of Operations						
Emergency Operations / Response Plan		X	X	X	X	X
Evacuation Plan						
Hazard Mitigation Plan	X	X	X	X	X	X
Stormwater Management Plan				X		
Policies/Ordinances						
Building Codes	X	X	X	X	X	X
Fire Code	X	X	X	X	X	X
Floodplain Ordinance	X	X		X	X	X
Stormwater Ordinance						
Subdivision Regulations		X	X	X	X	X
Wildfire Ordinance				X		
Zoning Ordinance/Land Use Restrictions	X	X	X	X	X	X
Programs						
Floodplain Maps/Flood Insurance Studies	X	X		X	X	X
Hydrologic/Hydraulic Studies						
Mutual Aid Agreement	X		X	X		X
National Flood Insurance Program Participant	X	X		X		X

APPENDIX F: CAPABILITY ASSESSMENT

COMMUNITY CAPABILITY CHECKLIST	*City of Southmayd*	*City of Tioga*	*City of Tom Bean*	*City of Van Alstyne*	*City of Whitesboro*	*City of Whitewright*
NFIP Community Rating System Participant						
Property Acquisition Program						
Public Education/Awareness Programs				X		X
Storm Drainage Systems Maintenance Program				X		
Stream Maintenance Program						
Warning Systems/Services (reverse 911, outdoor warning signals)		X	X	X	X	X
Staff/Departments						
Building Code Official	X	X	X	X	X	X
Emergency Manager	X	X	X	X	X	X
Engineers		X	X	X		X
Environmental Conservation Specialist						
Floodplain Administrator/Manager	X	X		X	X	X
Geographic Information Systems (GIS) Coordinator						X
Personnel with Hazard Knowledge	X		X	X	X	X
Planners	X	X	X	X		X
Public Information Official	X		X			
Resource Development/Grant Writer		X	X	X	X	

APPENDIX F: CAPABILITY ASSESSMENT

COMMUNITY CAPABILITY CHECKLIST	*Bells ISD*	*Collinsville ISD*	*Denison ISD*	*Gunter ISD*	*Howe ISD*	*Pottsboro ISD*
Plans						
Capital Improvements Plan				X		
Community Wildfire Protection Plan						
Comprehensive / Master Plan / Land Use Plan				X		
Continuity of Operations	X		X	X	X	X
Emergency Operations / Response Plan	X	X	X	X	X	X
Evacuation Plan	X	X	X	X		X
Hazard Mitigation Plan	X	X	X	X	X	X
Stormwater Management Plan						
Policies/Ordinances						
Building Codes	X	X		X		X
Fire Code	X	X		X		X
Floodplain Ordinance		X				
Stormwater Ordinance						
Subdivision Regulations	X					
Wildfire Ordinance						
Zoning Ordinance/Land Use Restrictions	X					
Programs						
Floodplain Maps/Flood Insurance Studies						
Hydrologic/Hydraulic Studies	X					
Mutual Aid Agreement	X					
National Flood Insurance Program Participant						

APPENDIX F: CAPABILITY ASSESSMENT

COMMUNITY CAPABILITY CHECKLIST	*Bells ISD*	*Collinsville ISD*	*Denison ISD*	*Gunter ISD*	*Howe ISD*	*Pottsboro ISD*
NFIP Community Rating System Participant						
Property Acquisition Program						
Public Education/Awareness Programs	X	X		X		X
Storm Drainage Systems Maintenance Program						
Stream Maintenance Program						
Warning Systems/Services (reverse 911, outdoor warning signals)	X	X		X		X
Staff/Departments						
Building Code Official						
Emergency Manager	X		X	X		X
Engineers						
Environmental Conservation Specialist						
Floodplain Administrator/Manager						
Geographic Information Systems (GIS) Coordinator						
Personnel with Hazard Knowledge		X		X		
Planners						
Public Information Official	X	X	X	X		X
Resource Development/Grant Writer				X		X

APPENDIX F: CAPABILITY ASSESSMENT

COMMUNITY CAPABILITY CHECKLIST	*S&S CISD*	*Sherman ISD*	*Tioga ISD*	*Tom Bean ISD*	*Van Alstyne ISD*	*Whitesboro ISD*	*Whitewright ISD*
Plans							
Capital Improvements Plan	X	X	X	X	X		
Community Wildfire Protection Plan	X		X		X		
Comprehensive / Master Plan / Land Use Plan	X		X	X	X		
Continuity of Operations	X	X	X	X	X	X	X
Emergency Operations / Response Plan	X	X	X	X	X	X	X
Evacuation Plan	X	X	X	X	X	X	X
Hazard Mitigation Plan	X	X	X	X	X	X	X
Stormwater Management Plan	X		X				
Policies/Ordinances							
Building Codes	X	X	X	X	X		
Fire Code	X	X	X	X			
Floodplain Ordinance	X		X	X			
Stormwater Ordinance	X		X	X			
Subdivision Regulations	X		X	X	X		
Wildfire Ordinance	X		X				
Zoning Ordinance/Land Use Restrictions	X		X	X	X		
Programs							
Floodplain Maps/Flood Insurance Studies	X		X				
Hydrologic/Hydraulic Studies	X		X				
Mutual Aid Agreement	X		X	X			

APPENDIX F: CAPABILITY ASSESSMENT

COMMUNITY CAPABILITY CHECKLIST	*S&S CISD*	*Sherman ISD*	*Tioga ISD*	*Tom Bean ISD*	*Van Alstyne ISD*	*Whitesboro ISD*	*Whitewright ISD*
National Flood Insurance Program Participant							
NFIP Community Rating System Participant							
Property Acquisition Program					X		
Public Education/Awareness Programs	X	X	X				
Storm Drainage Systems Maintenance Program	X		X				
Stream Maintenance Program	X		X				
Warning Systems/Services (reverse 911, outdoor warning signals)	X		X				
Staff/Departments							
Building Code Official							
Emergency Manager		X		X	X		
Engineers					X		
Environmental Conservation Specialist							
Floodplain Administrator/Manager					X		
Geographic Information Systems (GIS) Coordinator					X		
Personnel with Hazard Knowledge	X	X	X	X	X		
Planners					X		
Public Information Official		X		X	X		
Resource Development/Grant Writer		X					



APPENDIX G

STATE AND FEDERAL FUNDING OPPORTUNITIES

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

Overview..... 1

OVERVIEW

Texas utilizes state funds to improve statewide hazard mitigation capabilities and advance their hazard mitigation goals to help identify, understand, and manage various risks associated with natural hazards. State funds also provide funding for state facility and infrastructure upgrades, hazard mapping, mitigation planning, and other mitigation programmatic activities. Table G-1 describes a variety of loan and grant programs offered by state agencies for which mitigation activities may be eligible.

Table G-1. Summary of State Funded Mitigation Programs

AGENCY	FUNDING PROGRAM
Texas A&M Forest Service (TAMFS)	• Community Fire Protection Program • Community Wildfire Defense Grant • Fire-Adapted Communities Program (FAC) • Firewise USA Program • Mitigation Project Support Fund • Forest Land Enhancement Program • Forest Legacy Program • Prescribed Fire Grants • Resilient Landscapes Program • Rural Fire Assistance Grant • State Fire Assistance for Mitigation (SFAM) - Mechanical Fuels Grants • SFAM Vegetative Fuel Break Grant • Texas Longleaf Conservation Assistance Program • Urban Tree Canopy Project (UTC
Texas Commission on Environmental Quality (TCEQ)	• Clean Water Act Section 319 Grants • Nonpoint Source Grant Program • High Hazard Potential Dam Program (HHPD) • U.S.-Mexico Border Water Infrastructure Program
Texas Department of Agriculture (TDA)	• Agricultural Management Assistance (AMA) • Agricultural Water Enhancement Program (AWEP) • Community Development Block Grant • Community Development Block Grant for Rural Texas • Conservation Innovation Grants (CIG) • Environmental Quality Incentives Program (EQUIP)
Texas Department of Housing and Community Affairs (TDHCA)	• Texas HOME Disaster Relief
Texas Department of State Health Services (TXDSHS)	• Hospital Preparedness Program (HPP) Cooperative Agreement • Public Health Emergency Preparedness (PHEP) Cooperative Agreement

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

AGENCY	FUNDING PROGRAM
Texas Department of Transportation (TXDOT)	• Bridge Preventative Maintenance Program • Emergency Relief (ER) Program • Highway Bridge Replacement and Rehabilitation Program • Safe Rest Stops Program • Transportation Enhancement Program
Texas Division of Emergency Management (TDEM)	• Building Resilient Infrastructure & Communities (BRIC) • Emergency Management Performance Grant (EMPG) • Fire Management Assistance Grants (FMAG) • Hazard Mitigation Planning Grants Program (HMGP) • Homeland Security Grant Program (HSGP) • Individual Assistance (IA) • National Earthquake Hazard Reduction Program (NEHRP) • Public Assistance (PA) Section 406 Funds • Fire Management Assistance Grants (FMAG)
Texas Economic Development & Tourism (EDT)	• Economic Development Administration Grants and Investments
Texas General Land Office (TXGLO)	• Beach Grants • Beach Maintenance Reimbursement Fund • Coastal Erosion Planning and Response Act (CEPRA) • Coastal and Estuarine Land Conservation Program (CELCP) • Coastal Management Program (CMP) • Community Development Block Grant – Disaster Recovery (CDBG-DR) • Community Development Block Grant – Mitigation (CDBG-MIT) • Gulf of Mexico Energy Security Act (GOMESA) • Hazard Mitigation Grant Program Supplemental -LHMPP
Texas Parks and Wildlife Department (TPWD)	• Nation Resources Damage Assessment (NRDA) • National Wildlife Wetland Refuge System • North American Wetland Conservation Fund • Partners for Fish and Wildlife • Texas Farm and Ranch Lands Conservation Program (TFRLCP) • Wildlife Habitat Incentive Program (WHIP)
Texas State Soil and Water Conservation Board (TSSWCB)	• Clean Water Act Section 319 Grants • Nonpoint Source Grant Program
Texas Water Development Board (TWDB)	• Agricultural Water Conservation Grants • Agricultural Water Conservation Loans • Clean Water State Revolving Fund (SWSRF) • Community Assistance Program (CAP) • Drinking Water State Revolving Fund (DWSRF) • Economically Distressed Areas Program • Emergency Community Water Assistance Grants • Flood Infrastructure Fund (FIF)

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

AGENCY	FUNDING PROGRAM
	• Flood Mitigation Assistance (FMA) Program • Flood Protection Planning Program • Groundwater Conservation District Loan Program • Planning Assistance to States • Regional Facility Planning Grant Program • Regional Water Planning Group Grants • Research and Planning Fund and Fund Development program • Risk MAP Program • Rural Development Grants • Rural Water Assistance Fund • Silver Jackets • Small Flood Control Projects (USACE Section 205) • State Participation Program – Regional Water and Wastewater Facilities • State Water Implementation Fund for Texas (SWIFT) • State Water Resources Research Act Program • Texas Infrastructure Resiliency Fund (TIRF) • Water Research Grant Program • Water SMART - Drought Response Program • Texas Water Development Fund (DFund)

In addition to State funded programs, many local jurisdictions benefit from federal mitigation funding opportunities. FEMA'S Hazard Mitigation Assistance is a primary source for the implementation of mitigation projects throughout the Nation. Table G-2 described additional Federal, State, Local, and Non-Profit mitigation funding sources specifically within the State of Texas.

Table G-2. Federal, State, Local and Non-Profit Mitigation Funding Sources in Texas

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
Agricultural Management Assistance (AMA)	Federal	USDA, NRCS	TDA	Provides financial and technical assistance to agricultural producers to voluntarily address issues such as water management, water quality, and erosion control by incorporating conservation methods into their farming operations.
Agricultural Water Enhancement Program (AWEP)	Federal	USDA, NRCS	TDA	Voluntary conservation initiative that provides financial and technical assistance to agricultural producers to implement water enhancement activities on agricultural land to conserve surface and ground water and improve water quality.

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
Agricultural Water Conservation Grants	State	TWDB	TWDB	Provided to state agencies and political subdivisions for projects that support the implementation of conservation of water management strategies identified in state and regional water plans. Yearly applications. Up to $1.2 million available annually. Grant categories vary from year to year.
Agricultural Water Conservation Loans	State	TWDB	TWDB	Agricultural water conservation loans to use either for improvements on facilities or as loan to individuals. Low-interest, fixed rates. Up to 10-year repayment terms. U.S. Iron and Steel requirements apply to certain projects. Eligible Loan applicants include political subdivisions.
AmeriCorps - Corporation for National & Community Service (CNCS)	Federal	AmeriCorps	N/A	Provides funding for volunteers to serve communities, including disaster prevention. AmeriCorps/Vista has assisted local communities with wildfire mitigation projects.
American Recovery and Reinvestment Act (ARRA)	Federal	DOT Federal Transit Administration	TDA	Nicknamed the Recovery Act was a stimulus package enacted by the 111th U.S. Congress and signed into law by President Barack Obama in February 2009. Developed in response to the Great Recession, the primary objective of this federal statute was to save existing jobs and create new ones as soon as possible. Other objectives were to provide temporary relief programs for those most affected by the recession and invest in infrastructure, education, health, and renewable energy.
Assistance to Firefighters program - Fire Prevention & Safety (FP&S) **Grants**	Federal	FEMA, AFG		Fire Prevention & Safety (FP&S) Grants support projects that enhance the safety of the public and firefighters from fire and related hazards.
Beach Grants	Federal	EPA	TXGLO	EPA awards grants under authority of the BEACH Act to eligible states, territories, and tribes with beaches on ocean and Great Lakes coasts to develop and implement programs to monitor their beaches and notify the public when it is not safe to swim.
Beach Maintenance	State	GLO	TXGLO	Allocates approximately $750,000 per year to help communities keep their beaches

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
Reimbursement Fund				maintained. Applications are distributed to eligible participants in early fall and are due within a specified amount of time, no less than 30 days. Contracts are renewable annually.
Bridge Preventative Maintenance Program	State	TXDOT	TXDOT	A planned, cost-effective treatment that preserves, improves, or delays future deterioration of the condition of a bridge. To be eligible for the BMIP a bridge must have a condition rating of 5 or 6 for at least one of the following: deck, superstructure, substructure, culvert, or channel. Safety and improvement to the physical conditions of the State's on-system bridges are TxDOT's main goals in the prioritization of the bridges using BMIP funds. The Bridge Division develops an initial list each FY of eligible bridges in each district and distribute to the districts for the annual program call.
Building Resilient Infrastructure & Communities (BRIC)	Federal	FEMA	TDEM	Pre-disaster/annual cycle addressing all natural hazards, emphasis on infrastructure & lifelines.
Clean Water Act Section 319 Grants	Federal	EPA	TCEQ and TSSWCB	Provides grants for a wide variety of activities related to non-point source pollution runoff mitigation.
Clean Water State Revolving Fund (CWSRF)	Federal	EPA	TWDB	Providing low-cost financing for a wide range of wastewater, stormwater, reuse, and other pollution control projects.
Coastal Erosion Planning and Response Act (CEPRA)	State	GLO	TXGLO	Since 2000, the Texas General Land Office's Coastal Erosion Planning and Response Program has received more than $62 million in state funding and more than $62 million in matching funds, completing more than 200 coastal erosion projects and studies. The application process for non-emergency project funding requests opens every even year in February and closes in early June of that same year.
Coastal and Estuarine Land Conservation	Federal	NOAA	TXGLO	When NOAA provides funding for CELCP, the GLO provides coastal communities an opportunity to apply for up to three projects per

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
Program (CELCP)				year, with federal grants for any single project not to exceed $3 million.
Coastal Management Program (CMP)	Federal	NOAA	TXGLO	Texas receives approximately $2 million annually in grants from National Oceanic and Atmospheric Administration (NOAA) and 90% of the funds are passed through to local governments and entities to address environmental needs and promote sustainable economic development along the coast. Projects must improve the management of the state's coastal resources and ensure long-term ecological and economic productivity. Section 306 administrative funds can be used for non- construction, coastal planning and education, and research. Section 306A improvement funds can be utilized for construction and land acquisition projects and preservation and restoration. CMP funding categories include Coastal Natural Hazards Response, Critical Areas Enhancement, Public Access, Water/Sediment Quantity and Quality Improvements, Waterfront Revitalization and Ecotourism Development, Permit Streamlining/ Assistance, Governmental Coordination and Local Government Planning Assistance.
Community Assistance Program (CAP)	Federal	FEMA, NFIP	TWDB	Product-oriented financial assistance program directly related to the flood loss reduction objectives of the NFIP.
Community Development Block Grant	Federal	HUD	TDA	The primary objective is to develop viable communities by providing decent housing and suitable living environments and expanding economic opportunities principally for persons of low- to moderate- income. Eligible applicants are non-entitlement cities under 50,000 in population and non-entitlement counties that have a non-metropolitan population under 200,000 and are not eligible for direct CDBG funding from HUD may apply for funding through any of the Texas CDBG programs.
Community Development Block Grant for Rural Texas	State	TDA	TDA	TDA administers the Community Development Block Grant for Rural Texas. The primary objective of the CDBG is to develop viable communities by providing decent housing and suitable living environments and expanding economic opportunities principally for persons of

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
				low- to moderate-income. Eligible applicants are non-entitlement cities under 50,000 in population and non-entitlement counties that have a non-metropolitan population under 200,000 and are not eligible for direct CDBG funding from HUD may apply for funding through any of the Texas CDBG programs.
Community Development Block Grant – Disaster Recovery (CDBG-DR)	Federal	HUD	TXGLO	Often following a disaster, the state may receive a CDBG-DR Supplement intended for mitigation and disaster recovery projects in the affected areas. Funding can be used to acquire properties in hazard prone areas. Since CDBG funds lose their federal identify they can also be used to supplement state or local match requirements on other funds such as FEMA HMA grants. Funding also supports public facilities including water and wastewater.
Community Development Block Grant – Mitigation (CDBG-MIT)	Federal	HUD	TXGLO	Eligible grantees to use this assistance in areas impacted by recent disasters to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses. In February of 2018, Congress appropriated $12 billion dollars in Community Development Block Grant (CDBG) funds specifically for mitigation activities for qualifying disasters in 2015, 2016, and 2017. HUD was able to allocate an additional $3.9 billion, bringing the amount available for mitigation to nearly $16 billion.
Community Fire Protection Program	Federal	USDA	TAMFS	Mitigation delivered via USDA Forest Service and Private Forestry Coop Fire Program.
Community Wildfire Defense Grant	Federal	USFS	TAMFS	Offers financial assistance to at-risk local communities with planning for and mitigating against the risk of catastrophic wildfire. This program is authorized in Public Law 117-58, the Infrastructure Investment and Jobs Act. Two primary objectives: The development and revision of Community Wildfire Protection Plans (CWPP), and the implementation of projects described in a CWPP that is less than ten years old. Prioritizes at-risk communities that are in an area identified as having high or very high wildfire hazard potential, are low-income, and/or have

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
				been impacted by a severe disaster. No minimum federal funding limit for projects.
Conservation Innovation Grants (CIG)	Federal	USDA, NRCS	TDA	Voluntary program intended to stimulate the development and adoption of innovative conservation approaches and technologies while leveraging federal investment in environmental enhancement and protection, in conjunction with agricultural production.
Drinking Water State Revolving Fund (DWSRF)	Federal	EPA	TWDB	Makes funds available to drinking water systems to finance infrastructure improvements. The program also emphasizes providing funds to small and disadvantaged communities and to programs that encourage pollution prevention as a tool for ensuring safe drinking water.
Economic Development Administration Grants and Investments	Federal	U.S. DOC, EDA	EDT	Invests and provides grants for community construction projects, including mitigation activities.
Economically Distressed Areas Program	State	TWDB	TWDB	Provides financial assistance for projects serving economically distressed areas where water or sewer services do not exist, or systems do not meet minimum state standards. Eligible EDAP applicants include cities, counties, water districts, nonprofit water supply corporations, and all other political subdivisions. The city or county where the project is located must adopt and enforce Model Subdivision Rules for the regulation of subdivisions prior to application for financial assistance. Projects must also be in an economically distressed area where the median household income is not greater than 75 percent of the median state household income.
Emergency Community Water Assistance Grants	Federal	USDA	TWDB	$150,000 to $500,000 available to rural communities with populations over 10,000 people with a median household income less than $65,900. Aids communities who have experienced a decline in quantity or quality of drinking water as a result of an emergency including drought.
Emergency Management	Federal	FEMA	TDEM	The EMPG program provides a yearly allocation of funding to support state and local emergency management programs. This has included

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
Performance Grant (EMPG)				providing some funding for local mitigation plans, mitigation-oriented studies, and related activities.
Emergency Relief (ER) **Program**	Federal	US DOT - FHWA	TXDOT	Provides funds for roads and bridges on Federal-aid highways that are damaged as a direct result of a natural disaster or catastrophic failure from an external cause.
Emergency Watershed Protection (EWP)	Federal	USDA, NRCS	TWDB	Provides funding and technical assistance for emergency measures such as floodplain easements in impaired watersheds. Funding available through the Simplified Acquisition Procedures (SAP) ranges from $25K to $100K. Funded through contracts between project sponsors and the NRCS. There are no grants. The NRCS pays 75% of the costs.
Environmental Quality Incentives Program (EQUIP)	Federal	USDA, NRCS	TDA	Provides funding and technical assistance to farmers and ranchers to promote agricultural production and environmental quality as compatible goals.
Fire-Adapted Communities Program (FAC)	Federal	FEMA, USFA	TAMFS	Collaborates to identify its wildfire risk and works collectively on actionable steps to reduce its risk of loss. This work protects property and increases the safety of firefighters and residents.
Fire Management Assistance Grants (FMAG)	Federal	FEMA	TDEM	Provides fire suppression support to states when loss of life and property are imminent. Wildfire mitigation is also eligible under emergency protection if life is in imminent danger.
Firewise USA Program	Federal	USDA, DOI, NASFF, NFPA	TAMFS	The national Firewise USA® recognition program provides a collaborative framework to help neighbors in a geographic area get organized, find direction, and take action to increase the ignition resistance of their homes and community and to reduce wildfire risks at the local level.
Flood Infrastructure Fund (FIF)	State	TWDB	TWDB	Enacted through Senate Bill 7 to address needs identified following the flood disasters of 2015, 2016, and 2017. Senate Bill 500 appropriated $793 million. The purpose is to provide loans and grants for flood activities and projects. Once the State Flood Plan is adopted, the account may only be used for projects included in the plan. The SWIFT Advisory Committee is the oversight entity.

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
Flood Mitigation Assistance Program (FMA)	Federal	FEMA	TWDB	Repetitive flood loss property reduction and projects that mitigate losses to NFIP insured properties.
Flood Protection Planning Program	State	TWDB	TWDB	Developed to evaluate solutions to flooding problems in the state of Texas.
Forest Land Enhancement Program	Federal	USDA, NRCS	TAMFS	Provides educational, technical, and financial assistance to help landowners implement sustainable forestry management objectives.
Forest Legacy Program	Federal	USFS	TAMFS	Program providing funding to protect private forest lands that are environmentally, economically, and socially critical. This program reduces development in the wildland-urban interface.
Hazard Mitigation Grant Program (HMGP)	Federal	FEMA	TDEM	Post-disaster multi-hazard mitigation funding for federally declared disasters. HMGP Post Fire funds are available for FMAG declarations.
Hazard Mitigation Grant Program Supplemental – Local Hazard Mitigation Plan Program (LHMPP)	Federal	FEMA	TXGLO	Local Hazard Mitigation Plan Program (LHMPP) assists eligible entities by providing grants to develop or update local hazard mitigation plans, or to provide cost share for hazard mitigation planning activities funded through other federal sources. Community Development Block Grant Mitigation (CDBG-MIT) funds allocated by the United States Department of Housing and Urban Development (HUD) and administered by the Texas General Land Office (GLO) fund these planning activities, and the Hazard Mitigation Plan development and approval oversight is administered by the Federal Emergency Management Agency (FEMA) and administered by the Texas Division of Emergency Management (TDEM Grant awards will range from $20,000 – $100,000.
High Hazard Potential Dam Program (HHPD)	Federal	FEMA	TCEQ	Pre-disaster/annual cycle, for non-federal high hazard dams rated Unsatisfactory. Local match is 35% for each of the four grant periods.

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
Highway Bridge Replacement and Rehabilitation Program	Federal	FHWA	TXDOT	Provides funding to enable states to improve the condition of highway bridges through replacement, rehabilitation, and systematic preventive maintenance. Also includes the National Historic Covered Bridge Preservation Program.
Homeland Security Grant Program (HSGP)	Federal	DHS	TDEM	Homeland security activities identified in the state and local strategic plans. Funding supports threat & hazard and risk identification for natural, technological, and human-caused hazards. Some prevention activities may be considered mitigation.
Hospital Preparedness Program (HPP) **Cooperative Agreement**	Federal	HHS	TXDSHS	HPP is the primary source of federal funding for health care system preparedness and response and, in collaboration with public health, prepares health care delivery systems to save lives through the development of health care coalitions (HCCs). Under the direction of the HPP providers, the HCCs develop plans and provide training, and coordinate regional exercises.
Hydrologic Research Grants	Federal	NOAA		Up to $125,000 to conduct joint research and development on pressing surface water hydrology issues common to national, regional, local operational offices. Eligible applicants are federally recognized agencies of state or local governments, quasi-public institutions such as water supply or power companies, hydrologic consultants and companies involved in using and developing hydrologic forecasts.
Groundwater Conservation District Loan Program	State	TWDB	TWDB	Provides short-term loans to finance the start-up costs of Groundwater Conservation Districts. Funding is available for any Groundwater District or Authority with the authority to regulate the spacing of water wells, the production from water wells, or both. The program is authorized under Texas Water Code Chap. 36, Subchapter. L, and governed by TWDB rules in 31 Tex. Admin. Code Chap. 363, Subchapter. H.
Gulf of Mexico Energy Security Act (GOMESA)	Federal	DOI	TXGLO	GOMESA significantly enhances oil and gas leasing activities and creates revenue sharing provisions for the oil- and gas-producing states of Alabama, Louisiana, Mississippi, and Texas, and their coastal political subdivisions (CPSs).

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
				GOMESA funds are used for coastal conservation, restoration, and hurricane protection. The second phase of GOMESA revenue sharing began in Fiscal Year 2017 and expands the definition of qualified Outer Continental Shelf revenues to include receipts from Gulf of Mexico leases subject to withdrawal or moratoria restrictions. A revenue-sharing cap of $500 million per year for the four Gulf producing states, their CPSs and the Land and Water Conservation Fund applies from fiscal years 2016 through 2055.
Individual Assistance (IA)	Federal	FEMA	TDEM	Following a disaster, funds can be used to mitigate hazards when repairing individual and family homes.
In-Lieu Fee Program Mitigation Projects	Federal	USACE	Community Applicants	Restoration, establishment, enhancement, and/or preservation of aquatic resources through funds paid to a governmental or non-profit natural resources management entity to satisfy compensatory mitigation requirements for Department of the Army permits.
Mitigation Banks	Federal	USACE	Community Applicants	Mitigation Banks are sites approved by the Corps to sell compensatory mitigation credits for projects resulting in unavoidable impacts to waters of the U.S. When a permit is issued that requires compensatory mitigation, the permit will specify how many credits are required to be purchased at an approved mitigation bank.
National Earthquake Hazards Reduction Program (NEHRP)	Federal	FEMA	TDEM	Provides money to support enhanced earthquake risk assessments in local hazard mitigation plans and other earthquake hazard mitigation and preparedness activities.
Natural Resources Damage Assessment (NRDA)	Federal	EPA	TPWD	ERAs evaluate the likelihood that adverse ecological effects are occurring or may occur as a result of exposure to physical stressors (e.g., cleanup activities) or chemical stressors (e.g., release of hazardous substances) at a site.
National Weather Service (NWS)	Federal	NOAA - NWS		NWS offers storm spotter training, along with weather and flooding safety guides. They can also sometimes provide funding to support

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
				severe weather signage in parks or other public places.
National Wildlife Wetland Refuge System	Federal	USFWS	TPWD	Provides funding for the acquisition of lands into the federal wildlife refuge system.
Nonpoint Source Grant Program	Federal	EPA	TCEQ, TSSWCB	The federal Clean Water Act (CWA) requires States to develop a program to protect the quality of water resources from the adverse effects of nonpoint source (NPS) water pollution. TCEQ and TSSWCB administer federal grants for activities that prevent or reduce nonpoint source pollution (NPS).
North American Wetland Conservation Fund	Federal	USFWS	TPWD	Provides funding for wetland conservation projects.
NRCS Conservation Programs	Federal	USDA, NRCS	Community Applicants	Provides funding through several programs for the conservation of natural resources.
Partners for Fish and Wildlife	Federal	USFWS	TPWD	Provides financial and technical assistance to landowners for wetland restoration projects in "Focus Areas" of the state.
Planning Assistance to States	Federal	USACE	TWDB	Aids states in planning for the development, utilization, and conservation of water and related land resources.
Pre-Disaster Mitigation Loan Program	Federal	SBA		(1) Provides low-interest loans to small businesses for mitigation projects.
Prescribed Fire Grants	State	TAMFS	TAMFS	TAMFS's Mitigation & Prevention Department annually implements 4 prescribed fire grants intended to protect local communities and restore ecosystems. (2) SFAM Plains Prescribed Fire Grant – aids communities that have been or may be threatened by wildland fire by funding prescribed burning to reduce hazardous fuels in or around communities. Treatment areas will be located adjacent to priority communities in Texas that are at the highest risk for loss during a Southern Plains Wildfire Outbreak event.

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
				(3) The Community Protection Program Grant aids reducing the hazard of high-risk fuels on private lands through the use of prescribed burning. The treatment area will be within 10 miles of a National Forest boundary. The grant's goal is to protect high-risk communities and associated forest resources by reducing the risk of catastrophic wildfire on private and public lands. (4) The State Fire Assistance for Mitigation Central & East Texas Grant provides assistance to communities that have been or may be threatened by wildfire by funding prescribed burning to reduce hazardous fuels in and around communities. Treatment areas will be private property in the 43 Counties in Central and East Texas that have a Community Wildfire Protection Plan within the county. The goal is to protect high-risk communities and aid in ecosystem restoration by utilizing prescribed fire to consume excess vegetation before it contributes to catastrophic wildfire. Priority will be given to treatments sites that are within a CWPP, located near a Firewise community, located near homes based on Texas Wildfire Risk Assessment Portal and contain ecosystems that will benefit from prescribed fire. Neches River and Cypress Basin Watershed Restoration Program - Prescribed Fire Grant provides assistance to landowners in utilizing prescribed fire for ecological improvement to the Neches River and Cypress Basin watersheds. This program will benefit the public and natural resources through improvement of water quality and quantity, control of invasive species and enhancement of wildlife habitat. Treatment areas will be private property in the Neches River and Cypress Basin Watersheds. Priority will be given to prescribed burn treatments that promote native ecosystem restoration, are in priority watershed protection zones and near public land.
Public Assistance (PA)	Federal	FEMA	TDEM	Following a disaster, funds can be used to mitigate hazards when repairing damages to a public structure or infrastructure. Wildfire

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
Section 406 Funds				mitigation is also eligible under emergency protection if life is in imminent danger.
Public Health Emergency Preparedness (PHEP) **Cooperative Agreement**	Federal	CDC	TXDSHS	Helps health departments build and strengthen their abilities to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events. Preparedness activities funded by the PHEP cooperative agreement specifically target the development of emergency-ready public health departments that are flexible and adaptable.
Regional Facility Planning Grant Program	State	TWDB	TWDB	TWDB grants to political subdivisions of the State of Texas for studies and analyses to evaluate and determine the most feasible alternatives to meet regional water supply and wastewater facility needs, estimate the costs associated with implementing feasible regional water supply and wastewater facility alternatives, and identify institutional arrangements to provide regional water supply and wastewater services for areas in Texas.
Regional Water Planning Group Grants	State	TWDB	TWDB	Developed to guide and support planning of the state's water resources by administering and assisting in the development of the regional and state water plans. The department strives to improve the planning process each cycle by developing clear guidance for the program's stakeholders and utilizing best-available data, methodologies, and technical innovations.
Research and Planning Fund and Fund Development Program	State	TWDB	TWDB	Offers grants to eligible applicants for the development or revision of regional water plans. The proposed planning must be a plan, an amendment to an approved regional water plan developed by the regional water planning group for a regional water planning area pursuant to the Texas Water Code, §16.053 and Chapter 357, or other special studies approved by the TWDB which will enhance water planning efforts in the region. Activities eligible for funding are those related to the development, revision, or improvement of regional water plans including public meetings, hearings, and special studies.

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
Resilient Landscapes Program	Federal	USDA, USFS	TAMFS	The USFS is working with partners to restore healthy, resilient, fire-adapted ecosystems. Restoring ecosystems includes thinning crowded forests and using prescribed fire on two to three million acres each year, which can help prevent the buildup of flammable vegetation that feeds extreme wildfires.
Risk MAP Program	Federal	FEMA, NFIP	TWDB	Establishes or updates floodplain mapping and multi-hazard risk products.
Rural Development Grants	Federal	USDA-Rural Development	TWDB	Provides grants and loans for infrastructure and public safety development and enhancement in rural areas. Provides $100,000 or 75% of the total project, whichever is less.
Rural Fire Assistance Grant	Federal	NIFC	TAMFS	Funds fire mitigation activities in rural communities.
Rural Utilities Service (RUS)	Federal	USDA-Rural Development		RUS administers programs that provide much-needed infrastructure or infrastructure improvements to rural communities. These include water and waste treatment, electric power, and telecommunications services.
Rural Water Assistance Fund	State	TWDB	TWDB	Designed to assist small rural utilities to obtain low-cost financing for water and wastewater projects. The RWAF offers tax-exempt equivalent interest rate loans with long-term finance options.
Safe Rest Stops Program	State	TXDOT	TXDOT	Texas has 21 major highways that serve as long distance travel corridors. Along each of these roadways, rest areas are an essential safety feature to reduce accidents caused by driver fatigue. These facilities give travelers a break from driving, and then return them to the road rested, refreshed and alert.
State Fire Assistance for Mitigation (SFAM) **- Mechanical Fuels Grants**	State	TAMFS	TAMFS	Provides financial assistance to reduce the hazard of high-risk fuels on private lands using hazardous fuel reduction. The grant's goal is protected high risk communities within the 32 high risk counties in Central Texas identified by Texas A&M Forest Service Mitigation and Prevention Department. Priority will be given to landowners that live with in the 32 high risk counties, are in a county or city that has an active Community Wildfire Protection plan or live with in a Firewise USA Site.

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
SFAM Vegetative Fuel Break Grant	State	TAMFS	TAMFS	• Provides financial assistance for the creation of vegetative fuel breaks on private lands in Texas. Vegetative fuel breaks are trees and shrubs systematically planted adjacent to fields, homesteads, or feedlots to reduce or redirect the wind. Projects will be in the Texas High Plains. The goal of the grant is to protect high-risk communities by reducing the risk of catastrophic wildfire on private and public lands. Grant recipients will be reimbursed up to $2,500 for actual costs associated with creating a green, vegetative fuel break, consisting of a minimum of 3 rows of trees and 400 feet in length.
Silver Jackets	Federal	USACE	TWDB	Can provide funding for flood related studies, public awareness, risk analysis, and flood response plans. Construction of small flood control projects.
Small Flood Control Projects (USACE Section 205)	Federal	USACE	TWDB	Authorizes use of USACE to do feasibility and construction of small flood control projects.
State Participation Program – Regional Water and Wastewater Facilities	State	TWDB	TWDB	The State Participation Program enables the TWDB to provide funding and assume a temporary ownership interest in a regional water, wastewater, or flood control project when the local sponsors are unable to assume debt for an optimally sized facility. The program is intended to encourage the optimum regional development of projects by funding excess capacity for future use where the benefits can be documented, and where such development is unaffordable without state participation. The goal is to allow for the "right sizing" of projects in consideration of future needs.
State Water Implementation Fund for Texas (SWIFT)	State	TWDB	TWDB	Passed by the Legislature and approved by Texas voters through a constitutional amendment, the SWIFT program helps communities develop and optimize water supplies at cost-effective rates. The program provides low-interest loans, extended repayment terms, deferral of loan repayments, and

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
				incremental repurchase terms for projects with state ownership aspects.
State Water Resources Research Act Program	Federal	USGS	TWDB	USGS in cooperation with the National Institutes for Water Resources supports an annual call for proposals to focus on water problems and issues that are of a regional or interstate nature or relate to a specific program priority identified by the Secretary of the Interior and the Institutes.
Texas Farm and Ranch Lands Conservation Program (TFRLCP)	State	TPWD	TPWD	Maintains and enhances the ecological and agricultural productivity of these lands through Agricultural Conservation Easements. The TFRLCP supports responsible stewardship and conservation of working lands, water, fish and wildlife, and agricultural production through: • Generating interest and awareness in easement programs and other options for conserving working lands. • Leveraging available monies to fund as many high-quality projects as possible. Highlighting the ecological and economic value of working lands and the opportunities to conserve working lands for the future.
Texas HOME Disaster Relief	Federal	TDHCA	TDHCA	The Texas HOME Disaster Relief Program is a long-term housing program designed to help eligible organizations serve income eligible households impacted by disasters. Funds are available to assist with federal or state declared disasters, or other natural or man-made disasters that may occur. The Department's practice is to maintain a HOME Disaster Relief Fund balance of $1 million whenever possible. These funds can be accessed to support impacted households not located in communities that receive HOME funds directly from the U.S. Department of Housing and Urban Development (HUD).
Texas Longleaf Conservation Assistance Program	Federal	National Fish and Wildlife Foundation (NFWF)	TAMFS	Provides eligible landowners with financial and technical assistance for establishing, enhancing, and managing longleaf pine. Landowners with property within ten East Texas counties which include Angelina, Hardin, Jasper, Nacogdoches, Newton, Polk, San Augustine, Sabine, San Jacinto, Trinity, and Tyler are eligible to apply.

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
				Approved participants may receive up to 50% payment not to exceed a standard cap rate for implementing approved conservation practices. Approved conservation practices include prescribed burning, reforestation, site preparation, and forest stand improvement.
Texas Infrastructure Resiliency Fund (TIRF)	State	TWDB	TWDB	Enacted through Senate Bill 7 to address needs identified following the flood disasters of 2015, 2016, and 2017. Senate Bill 500 appropriated $685 million. Purpose is to provide loans, grants, and matching funds for flood projects through four separate accounts. Each account has different purposes. The oversight entity is the TIRF Advisory Board (SWIFT Advisory Committee and TDEM Director as non-voting member).
Texas Water Development Fund (DFund)	State	TWDB	TWDB	State funded loan program The DFund enables the Board to fund multiple eligible components in one loan to our borrowers, e.g., an application for funding of water and wastewater components can be processed in a single loan. Provide financial assistance for water supply projects, wastewater projects, and flood control projects (including structural and nonstructural flood protection improvements).
Transportation Enhancement Program	Federal	FHWA	TXDOT	Provides opportunities for non-traditional transportation related activities. Projects should go above and beyond standard transportation activities and be integrated into the surrounding environment in a sensitive and creative manner that contributes to the livelihood of the communities, promotes the quality of our environment, and enhances the aesthetics of our roadways. Projects undertaken with enhancement funds are eligible for reimbursement of up to 80 percent of allowable costs.
United States Geological Survey (USGS)	Federal	USGS		USGS issues competitive grants and cooperative agreements to support research in earthquake hazards, the physics of earthquakes, earthquake occurrence, and earthquake safety policy.
Urban Tree Canopy Project (UTC)	Federal	USDA, USFS	TAMFS	Urban tree canopy (UTC) is the layer of leaves, branches, and stems of trees that cover the ground when viewed from above. In urban areas,

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
				the UTC provides an important stormwater management function by intercepting rainfall that would otherwise run off of paved surfaces and be transported into local waters though the storm drainage system, picking up various pollutants along the way. UTC also reduces the urban heat island effect, reduces heating/cooling costs, lowers air temperatures, reduces air pollution, increases property values, provides wildlife habitat, and provides aesthetic and community benefits such as improved quality of life.
U.S.-Mexico Border Water Infrastructure Program	Federal	EPA	TCEQ	Provides grant assistance to U.S. and Mexican communities located within 60 miles of the border for the development and construction of high-priority drinking water and wastewater facilities. The program furthers EPA's mission of protecting human health and the environment by providing critical resources for what is often an area's first drinking water and basic sanitation services.
Water Research Grant Program	State	TWDB	TWDB	TWDB funds a variety of water planning and water research studies and projects intended to assist and support regional water planning efforts or to answer regional water planning questions.
Water Conservation Field Services Program	Federal	HUD	Texas A&M AgriLife	Provides several grants related to safe housing initiatives.
Water2025 Challenge Grant Program for Western States	Federal	Bureau of Reclamation	TWDB	Up to $25,000 for projects that improve water use efficiency and improve water management practices.
Watershed Processes and Water Resources	Federal	Bureau of Reclamation	TWDB	Up to $250,000 for projects that can be completed within 24 months and that reduce conflicts through water conservation, efficiency, and markets.
Watershed Processes and Water Resources – National Research Initiative	Federal	USDA	TWDB	$100,000 available. Sponsors research that addresses two areas: (1) understanding fundamental watershed processes; and (2) developing appropriate technology and management practices for improving the effective use of water (consumptive and non-consumptive)

APPENDIX G: STATE AND FEDERAL FUNDING OPPORTUNITIES

NAME	LEVEL	SOURCE AGENCY	MANAGING STATE AGENCY	PURPOSE OF FUNDING
Standard Research (Part T)				and protecting or improving water quality for agriculture and forestry production.
WaterSMART – Drought Response Program	Federal	USDA	TWDB	$500,000 available. Innovative research in understanding fundamental processes that affect the quality and quantity of water resources at diverse spatial and temporal scales, ways on improving water resource management in agriculture, forested, and rangeland watersheds, and developing appropriate technology to reach those goals.
Wildlife Habitat Incentive Program (WHIP)	Federal	USDA, NRCS	TPWD	Voluntary program for conservation-minded landowners who want to develop and improve wildlife habitat on agricultural land, nonindustrial private forest land, and tribal land.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 6.**

Meeting Date: 11/06/2023

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Caption:

RESOLUTION NO. 7210

Authorizing the Execution of a License Agreement with Sherman Sports and Entertainment, LLC, for the use of Veterans Field

Issue:

To consider approval of a License Agreement with Sherman Sports and Entertainment, LLC, for the use of Veterans Field

Background:

Sherman Sports and Entertainment, LLC would like to bring a semi-pro baseball team to Sherman. They intend to make improvements to Veterans Field. While playing at Veterans Field, they will seek a more permanent home within Sherman.

Origination:

Sherman Parks and Recreation
Sherman City Manager's Office

Financial Consideration:

The costs for this project will be paid by Sherman Sports and Entertainment, LLC. The City will receive a $24,000 license fee and revenue from ticket sales.

Staff Recommendation:

Staff Recommends approval

Alternatives:

As may be directed by the City Council.

Attachments

Resolution No. 7210

Agreement

RESOLUTION NO. 7210

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH SHERMAN SPORTS AND ENTERTAINMENT, LLC, FOR THE USE OF VETERANS FIELD; 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 any and all documentation being properly completed and approved as to form and content by the City Attorney, to enter into an license agreement with Sherman Sports and Entertainment, LLC, for the use of Veterans Field to commence on the Effective date as defined in the agreement and shall expire at 11:59 p.m. on December 31, 2028, pursuant to the terms and provisions of the contract document attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of November 2023.

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

VETERANS FIELD LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Licensor"), and SHERMAN SPORTS AND ENTERTAINMENT LLC, a Texas limited liability company ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor is the owner of Veterans Field, a baseball stadium with concessions, restrooms, parking and related improvements and facilities located at 1121 W. Taylor Street, Sherman, Texas (the "Property"); and

WHEREAS, Licensee desires to enter onto and use a portion of the Property, limited to the area highlighted in yellow in Exhibit A (the "Licensed Property"), for those uses described in Exhibit B, attached hereto and incorporated herein for all purposes ("Permitted Uses"); and

WHEREAS, Licensor agrees to grant Licensee a temporary, non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below; and

WHEREAS, Licensor finds that it is the best interest of Licensor and its citizens to enter into this Agreement and provide the license as described herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Licensor and Licensee agree as follows:

ARTICLE 1 – LICENSE

1.1 **Grant of License**. Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Licensed Property during the Term (hereinafter defined) of this Agreement (the "License"). Licensee's right to enter on and use the Licensed Property shall be limited solely to the Permitted Uses and none other.

1.2 **No Cost to Licensor**. The parties agree that all costs and expenses associated in any way with Licensee's use of the Licensed Property shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement other than utility charges as described in this Agreement.

1.3 **Non-Exclusive License**. This License is non-exclusive and is subject to (a) any existing utility, drainage, communication or other public facility located in, on or under the Licensed Property owned by Licensor or any utility or communication company, public or private; and (b) any existing lease, license or other interest in the Licensed Property granted by Licensor to any individual, corporation or other entity, public or private. In addition, Licensor shall have the exclusive right to use the Licensed Property for games, practices, events and other uses during all times that do not directly conflict with the Licensee's scheduled uses of the Licensed Property, as approved by Licensor.

1.4 **Liens Not Permitted**. Licensee shall fully pay for all labor and materials used in, on or about the Licensed Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Licensed Property by reason of any work done or materials furnished to the Licensed Property at Licensee's instance or request.

1.5 **Governmental Approvals**. Licensee, at its sole cost and expense, shall be responsible for and shall obtain any and all licenses, permits, zoning approvals or other approvals from the City of Sherman and all other governmental agencies, federal, state or local, required to carry on any activity permitted herein. Nothing in this Agreement shall constitute such license, permit or other approval of any scope of work proposed by Licensee.

1.6 **Security of Licensed Property**. Licensee, at its sole cost and expense, shall provide all security on the Licensed Property.

1.7 **Consideration**. In exchange for the rights granted herein, Licensee shall take the following actions as conditions to Licensee entering onto or using the Licensed Property under this Agreement:

(a) Pay to Licensor a license fee in the amount of twenty-four thousand and 00/100 dollars ($24,000) (the "License Fee"). The License Fee is nonrefundable and due on or before the first day of the Term (hereinafter defined). If this Agreement is terminated before the Term expires for any reason, no portion of the License Fee shall be refunded to Licensee;

(b) Pay to Licensor an amount equal to fifty cents ($.50) times the number of tickets sold for each game and other event held by or on behalf of Licensee on the Licensed Property (the "Revenue Share"). The Revenue Share is due within thirty (30) days after each ticketed game or other event occurs. Upon request, Licensee shall allow Licensor to audit all of the Licensee's records, documents, agreements and other instruments to ensure Licensee's compliance with its obligations relating to the Revenue Share;

(c) Obtain Licensor's written approval of the name, logos and other branding for the baseball team that will play home games on the Licensed Property before any such games occur; and

(d) Provide to Licensor, at no cost to Licensor, at least 500 general admission and/or picnic area tickets to games and other events held by or on behalf of Licensee at the Licensed Property during each calendar year of the Term (hereinafter defined); and

(e) Construct and install the Licensee Improvements (hereinafter defined).

1.8 **Deposit**. In addition to the consideration set forth above, Licensee shall pay to Licensor a deposit in the amount of ten thousand and 00/100 dollars ($10,000.00) ("Deposit") on or before the first day of the Term (hereinafter defined). If Licensee defaults with respect to any provision of this Agreement, Licensor may, but will not be required to, use, apply or retain all or any part of the Deposit for the payment of any fee or cost or any other sum in default, or for the payment of

any other amount which Licensor may incur or may become obligated to incur by reason of Licensee's default, or to compensate Licensor for any other loss or damage which Licensor may suffer by reason of Licensee's default. If any portion of the Deposit is so used or applied, Licensee will, upon demand therefor, deposit cash with Licensor in an amount sufficient to restore the Deposit to the original amount. If Licensee fully performs every provision of this Agreement to be performed by Licensee, the Deposit will be returned to Licensee within thirty (30) days after the expiration of the Term, less any sums Licensor has deducted pursuant to this section. Licensee will not assign or encumber Licensor's interest in the Deposit, and neither Licensor nor Licensor's successors or assigns will be bound by any such attempted assignment or encumbrance of the Deposit.

ARTICLE 2 – MAINTENANCE AND OPERATIONS

2.1 **Licensor Maintenance**. Except as otherwise required by Licensee in this Agreement, Licensor shall maintain the Licensed Property as determined by Licensor in its sole discretion. Licensor shall have complete and unfettered access to the Licensed Property, including during games and events held by or on behalf of Licensee, at all times for all purposes.

2.2 **Licensee Maintenance; Damages**. Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements, equipment and vegetation on or about the Licensed Property and any adjacent property owned by or under the control of Licensor, except as expressly provided herein. Licensee shall keep the Licensed Property free of trash and debris and must clean all portions of the Licensed Property after each game and event held by or on behalf of Licensee. Licensee shall not erect any permanent improvements on the Licensed Property or remove any existing improvements, except as expressly provided herein. Licensee shall repair any and all damages to the Licensed Property that are sustained during Licensee's use of the Licensed Property ("Licensee Damages"). All such repairs shall be made at Licensee's sole cost and expense. Licensor shall have the option of making repairs necessitated by the Licensee Damages if: (a) the Licensee Damages interfere with Licensor's use of the Licensed Property, or the Licensee Damages in any way pose a health or safety risk to the public; and (b) Licensor notifies Licensee of the Licensee Damages and Licensee fails to make the appropriate repairs within five (5) days of receiving notice thereof from Licensor. If Licensor makes the repairs under the provisions of this Section 2.2, Licensor shall send a written invoice to Licensee and take any reasonable action to perform all necessary repairs and assess Licensee for the costs thereof plus interest from the date paid by Licensor to the date of reimbursement by Licensee at the Interest Rate (hereinafter defined). Licensor may elect to use the Deposit paid by Licensee for such reimbursement. The term "Interest Rate" shall mean the higher of either (i) the interest rate announced as the "prime rate" by *The Wall Street Journal* plus two (2) percent per annum; or (ii) the highest rate of interest allowed by applicable law. This Article 2 shall survive termination of this Agreement.

2.3 **Restoration**. Upon termination of this Agreement and in addition to Licensee's obligations set forth in Section 2.2 above, Licensee shall remove from the Licensed Property all trash, debris, equipment, vehicles, temporary structures, fencing and any other personal property placed on the Licensed Property by, on behalf of or with the consent of Licensee (collectively,

"Licensee's Personal Property"). Should Licensee fail to remove Licensee's Personal Property on the termination or expiration of this Agreement in accordance with this Section 2.3, Licensor may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Licensee. Any costs associated with Licensor's removal of Licensee's Personal Property pursuant to this Section 2.3 shall be borne by Licensee.

2.4 **No Alterations**. Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensor. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

2.5 **Utility Charges**. Licensor shall pay all utility charges for water, electricity, heat, gas, garbage and trash removal used in and about the Licensed Property.

2.6 **Personnel**. Licensee shall provide and pay for all employees and other personnel needed to operate games and events held by or on behalf of Licensee on the Licensed Property, including, but not limited to, as many TCOLE-certified security officer as required by Licensor but in no event fewer than one (1) such security officer, sales and marketing personnel, ticket sellers, ticket takers, ushers, cleaning personnel, first aid providers, public address announcer, concession workers, retail merchandise employees and customer service personnel.

ARTICLE 3 – TERM AND TERMINATION

3.1 **Term**. Licensee's right to enter onto and use the Licensed Property under this Agreement shall commence on the Effective Date (hereinafter defined) and shall expire at 11:59 p.m. on December 31, 2028 ("Term"), at which time this Agreement shall terminate, unless terminated earlier as provided herein or unless the parties mutually agree to a written extension of the Term.

3.2 **Termination Without Cause**. Notwithstanding any statement to the contrary in this Agreement, Licensor may terminate this Agreement without cause by providing to Licensee thirty (30) days' prior written notice.

3.3 **Termination on Default**. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing to Licensee three (3) days' prior written.

3.4 **Condition on Termination**. On expiration or termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor.

3.5 **Holding Over**. If Licensee or any party claiming by, through or under Licensee fails to surrender the Licensed Property at the expiration of the Term or the earlier termination of this Agreement, the continued occupancy of the Licensed Property shall be that of a tenancy from day to day, terminable by Licensor in accordance with Texas law. Licensee shall pay an amount (on a per day basis without reduction for partial days during the holdover) equal to two thousand

and no/100s dollars ($2,000), payable in advance, for the period of the holdover.

ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 **Compliance with Laws**. Licensee shall, in connection with Licensee's activities on or about the Licensed Property, comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to hazardous materials, air or noise pollution, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising, relating to Licensee's use of the Licensed Property. Licensee acknowledges that Licensor has adopted certain rules and regulations covering the use of the Licensed Property and the conduct of persons at or on such Licensed Property, which rules may be amended from time to time at Licensor's sole discretion. If Licensee observes that its use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensor in writing.

4.2 **Hazardous Materials**. In the event that any hazardous material, toxic waste or other substance or material potentially injurious to health, safety or welfare is spilled, deposited, placed or dumped on the Licensed Property during or in connection with Licensor's use of the Licensed Property, Licensee shall immediately notify Licensor of the nature and extent of such event and shall, at Licensee's sole cost and expense, promptly remedy the condition to Licensor's satisfaction.

ARTICLE 5 – LICENSEE IMPROVEMENTS; SIGNS

5.1 **Licensee Improvements**. Licensee shall, at its sole cost and expense, construct or cause to be constructed on the Licensed Property the following upgrades to the existing improvements: perimeter fencing with windscreen, upgraded entrance, bleacher seating, covered seating, picnic areas, food and beverage areas, new sound system and bullpens (collectively, the "Licensee Improvements"), subject to the requirements in this Section. The Licensee Improvements shall be designed, constructed and installed such that the quality of the Licensee Improvements is commensurate with the representative images in Exhibit C, attached hereto and incorporated herein for all purposes. Licensee shall take all actions necessary to ensure the Licensee Improvements are completed and accepted by Licensor on or before April 1, 2024, and no games or other events shall be held by Licensee on the Licensed Property until the Licensee Improvements have been accepted by Licensor.

(a) Licensor's Approval of Plans. The following rules govern Licensor's approval of construction, additions and alterations of the Licensee Improvements and other buildings or improvements on the Licensed Property:

(i) Written Approval Required. No improvement, including the Licensee Improvements, may be constructed or installed on the Licensed Property unless the plans, specifications and proposed location of the improvement has received Licensor's written approval and the improvement complies with the Licensor-approved plans, specifications and proposed location. No material addition to or

alteration of any building or structure erected on the Licensed Property may be commenced until plans and specifications covering the proposed addition or alteration have been first submitted to and approved by Licensor.

(ii) Submission of Plans. Licensee must, at its sole cost and expense, engage a licensed architect or engineer to prepare plans and specifications for constructing or installing the Licensee Improvements and for constructing or installing any other improvements or additions or alterations to any buildings or improvements that require Licensor's approval under Subsection (i) above. Licensee must submit two (2) copies of detailed working drawings, plans and specifications for constructing the Licensee Improvements for Licensor's approval. If Licensee wishes to construct or install any other improvements or make any additions or alterations to buildings or improvements for which Licensor's approval is required under Subsection (i) above, Licensee must submit two (2) copies of detailed working drawings, plans and specifications for any such projects for Licensor's approval before the project begins.

(iii) Licensor's Approval. Licensor will promptly review and approve all plans submitted under Subsection (ii) above or note in writing any required changes or corrections that must be made to the plans. Any required changes or corrections must be made, and the plans resubmitted to Licensor, within thirty (30) days after the corrections or changes have been noted. Licensee represents and warrants that as of the Effective Date of this Agreement, the estimated amount of the Licensee's costs of construction or installation of the Licensee Improvements is equal to $197,200 (the "Licensee Construction Costs"), with the final amount to be evidenced by the final, executed contracts for the construction or installation of the Licensee Improvements and other evidence reasonably required by Licensor establishing Licensee's cost of construction or installation of the Licensee Improvements, true and correct copies of which Licensee shall provide to Licensor as a condition of Licensor's acceptance of the Licensee Improvements. Licensee shall be permitted to trade advertising, tickets or other services as part of the Licensee Construction Costs and receive credit towards the Licensee Construction Costs provided that the Licensor provides contracts and/or evidence to the same.

(iv) Effect of Approval. Licensor's approval of any plans and specifications does not constitute approval of the architectural or engineering design, and Licensor, by approving the plans and specifications, assumes no liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications.

(c) Ownership of Improvements. Any buildings, improvements, additions, alterations and fixtures (except furniture and trade fixtures) constructed, placed or maintained on any part of the Licensed Property, including but not limited to the Licensee Improvements (collectively, the "Improvements"), are considered part of the real property of the Licensed Property, must remain on the Licensed Property and shall become the property of Licensor at the termination or expiration of the Term. Licensor may, however, require that Licensee

promptly remove any or all Improvements on termination or expiration of the Term. In the event that Licensor requires Licensee to remove any Improvement, Licensee shall promptly repair any damage to the Licensed Property caused by such removal.

(d) Construction Coordination. Prior to commencing construction or installation of the Licensee Improvements, Licensee and Licensor shall meet and develop a construction logistics/coordination plan that provides guidelines for the construction and installation of the Licensee Improvements and that demonstrates the understanding of the general contractor responsible for constructing the Licensee Improvements (the "Licensee Contractor") regarding the construction of the Licensor Improvements. Licensor must approve of such plan before Licensee may commence construction or installation of the Licensee Improvements.

(e) Construction Standards. Any Improvements shall be constructed or installed, and any alteration, renovation, repair, refurbishment or other work with regard thereto shall be performed, in accordance with the following standards and requirements:

(i) All such construction, installation or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(ii) Except as otherwise provided in this Agreement, all such construction, installation or work shall be done at Licensee's sole cost and expense in compliance with all applicable building codes and ordinances of Licensor.

(iii) No construction, installation or work shall be commenced until all licenses, permits, inspections and authorizations required by Licensor are obtained.

(iv) Licensee shall have obtained and shall maintain in force and effect the insurance coverage required by this Agreement.

(v) After commencement, such construction, installation or work shall be pursued with due diligence to its completion.

(vi) Except as otherwise provided in this Agreement, Licensee shall pay for all costs incurred by Licensee in constructing the Improvements, including but not limited to, all building permit and inspection fees.

(vii) Licensee shall, at its expense, be responsible for compliance with the Americans with Disabilities Act and any other law pertaining to disabilities and architectural barriers.

(viii) As required by Section 2252.909 of the Texas Government Code, Licensee shall include in each contract for the construction, alteration or repair of an improvement to the Licensed Property a condition that the contractor: (A) execute a payment bond that conforms to Subchapter I, Chapter 53, Property Code; and (B)

execute a performance bond in an amount equal to the amount of the contract for the protection of the Licensor and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications and contract documents. Evidence of such bonds must be provided to Licensor before any such construction, alteration or repair may commence. In addition, Licensee shall provide to Licensor a notice of commencement consistent with Section 2252.909(c) of the Texas Government Code at least 90 days before the date any construction, alteration or repair of any improvement to the Licensed Property begins. Licensor and Licensee agree that nothing in this section shall be interpreted as Licensor consenting to or approving any construction, alteration or repair of any improvement to the Licensed Property by or on behalf of Licensee that is not separately and expressly allowed under the other terms of this Agreement.

5.2 **Signs**. Licensee shall have the right to erect signs on the Licensed Property provided that Licensee complies with all applicable governmental laws, ordinances and regulations relating to such signs and subject to the prior written approval of Licensor. Licensee shall remove all signs at the termination or expiration of the Term and shall repair any damage, including without limitation, closing holes caused by such removal.

5.3 **Trade Fixtures**. Licensee shall have the right to place shelves, bins, furniture, equipment or other trade fixtures in, on or about the Licensed Property, provided that Licensee complies with all applicable governmental laws, ordinances and regulations regarding such fixtures. Licensee shall have the right to remove all trade fixtures at the termination or expiration of the Term, provided that Licensee is not in default under the Agreement and that the fixtures will be removable without structural damage to the Licensed Property. Licensee must repair any damage to the Licensed Property caused by removal of trade fixtures, and all such repairs must be completed prior to the termination or expiration of the Term. Any trade fixtures that have not been removed by Licensee at the termination or expiration of the Term shall be deemed abandoned by Licensee and shall automatically become the property of Licensor.

5.4 **Naming Rights**. Any naming rights for the stadium on the Licensed Property shall be mutually agreed on in writing by the parties and must contain the words "Veterans Field" as in "XYZ Stadium at Veterans Field." Any revenue generated from such naming rights shall be shared equally by Licensor and Licensee.

5.5 **Taxes**. Licensee shall pay directly to the applicable taxing authority when due and payable all taxes assessed against trade fixtures, furnishings, equipment, inventory, products, or any other personal property belonging to Licensee located on the Licensed Property.

ARTICLE 6 – LIABILITY

6.1 **Liability**. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Licensed Property, the existing condition or location of the Licensed Property or the state of maintenance, repair or operation of the Property. Licensor shall not be liable or responsible for maintaining or improving the Licensed Property and makes no representation about its safety, security, condition or suitability for intended use. Licensor shall

not be liable or responsible for any damage or injury to persons or property during Licensee's use of the Licensed Property, whether the damage or injury is caused by or results from: (a) fire, electricity, water, wind or other weather conditions; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, lighting fixtures or any other cause; (c) conditions arising on or about the Licensed Property, or from other sources or places; or (d) any act or omission of Licensee. Licensee assumes full responsibility for the conduct of any and all persons on or about the Licensed Property during Licensee's use of the Licensed Property.

6.2 **Disclaimer/Waiver of Damages/Liability**.

(a) Licensee acknowledges and agrees that Licensor is not providing any guarantee, representation or warranty, and Licensor hereby disclaims any guarantee, representation or warranty: (i) of the condition or suitability of the Licensed Property, in whole or in part, for the Permitted Uses; or (ii) that Licensee's Personal Property will not be damaged, stolen or in any other way compromised while the same is located on the Licensed Property.

(b) **LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH) OR OTHERWISE, IT MAY HAVE WITH REGARD TO LICENSEE'S USE AND/OR OCCUPANCY OF THE LICENSED PROPERTY AS SET FORTH HEREIN.**

(c) Licensee agrees that Licensor shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Licensee's use and/or occupancy of the Licensed Property whatsoever.

ARTICLE 7 – INSURANCE

7.1 **Licensee's Insurance Requirements**. Licensee shall not enter onto or use the Licensed Property until Licensee has obtained, at Licensee's expense, all of the insurance required hereunder and such insurance has been approved by Licensor. Licensee shall procure and maintain General Liability insurance for personal injury (including death) and property damage with a minimum of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate, including products coverage. Any contractor of Licensee shall be required to carry the same insurance as Licensee. Licensee shall deliver to Licensor the certificate of insurance and all endorsement(s) evidencing the requirements set forth herein simultaneously with its execution of this Agreement.

(a) All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Licensor, its officers, agents, representatives and employees, as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.

(ii) Provide for at least thirty (30) days prior written notice to Licensor for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).

(iii) Provide for a waiver of subrogation against Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(iv) Include all endorsements applicable to each policy and be endorsed to cover Licensee's agreement to indemnify Licensor as set out in this Agreement.

(v) Include the following provisions: (1) severability of interests; and (2) an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds.

(b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

ARTICLE 8 – INDEMNITY

8.1 **INDEMNIFICATION. IN CONSIDERATION OF LICENSOR ENTERING INTO THIS AGREEMENT AND GRANTING LICENSEE THE RIGHTS AND PRIVILEGES CONTAINED HEREIN, LICENSEE DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACTS OR OMISSIONS OF LICENSEE (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST LICENSOR 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 LICENSEE AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE LICENSEE, 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. LICENSEE IS EXPRESSLY REQUIRED TO DEFEND LICENSOR AGAINST ALL SUCH CLAIMS.

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

THIS ARTICLE 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 9 – NOTICE

9.1 **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 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 to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Licensor, addressed to it at:

City of Sherman
Attn: City Manager
220 W. Mulberry Street
Sherman, TX 75090
Telephone: (903) 892-7201
Email: robbyh@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Joplin, P.C.
Attn: 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:

Sherman Sports and Entertainment, LLC
Attn: Tim Woodland
26525 Scott Road
Huffman, Texas 76336
Telephone: (281) 451-5406
Email: tim.woodland@sherman-se.com

ARTICLE 10 – MISCELLANEOUS PROVISIONS

10.1 **Findings Incorporated**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Licensor and Licensee.

10.2 **Relationship of Parties**. The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

10.3 **Licensee's Warranties/Representations**. All warranties, representations and covenants made by Licensee to Licensor in this Agreement or in any certificate or other instrument delivered by Licensee to Licensor under this Agreement shall be considered to have been relied upon by Licensor and will survive the termination of this Agreement, regardless of any investigation made by Licensor.

10.4 **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 hereto.

10.5 **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.

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

10.7 **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.

10.8 **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others 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 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 Effective Date of this Agreement.

10.9 **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.

10.10 **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

10.11 **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.

10.12 **Assignment**. This Agreement is not assignable by Licensee without the written consent of Licensor. In addition, Licensee may not sublicense, sublet, encumber or otherwise transfer this Agreement or any right or interest in this Agreement, or in the Licensed Property or the Improvements, without the written consent of Licensor.

10.13 **Indemnification**. The parties agree that the Indemnity provisions set forth herein are conspicuous, and the parties have read and understood the same.

10.14 **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.

10.15 **Immunity**. The parties acknowledge and agree that, in executing and performing this Agreement, Licensor 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.

10.16 **Reference to Licensee**. When referring to "Licensee" herein, this Agreement shall refer to and be binding upon Licensee, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein),

vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Licensee is legally responsible.

10.17 **Reference to Licensor**. When referring to "Licensor" herein, this Agreement shall refer to and be binding upon Licensor, and its City Council Members, officers, agents, representatives, employees and/or any other third parties for whom Licensor is legally responsible.

10.18 **Non-Dedication**. The parties agree that this Agreement (i) is a revocable license that shall not be recorded by either party, (ii) does not convey any interest in the Property, and (iii) shall not be construed in any event as an easement.

10.19 **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by the 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 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 sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

LICENSOR:

CITY OF SHERMAN, TEXAS,
a Texas home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

LICENSEE:

SHERMAN SPORTS AND ENTERTAINMENT LLC,
a Texas limited liability company

By: _____
Printed Name: _____
Title: _____
Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 _____ and duly authorized representative of **SHERMAN SPORTS AND ENTERTAINMENT LLC**, a Texas limited liability company, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public, State of Texas
My Commission Expires:_____

EXHIBIT A
Licensed Property

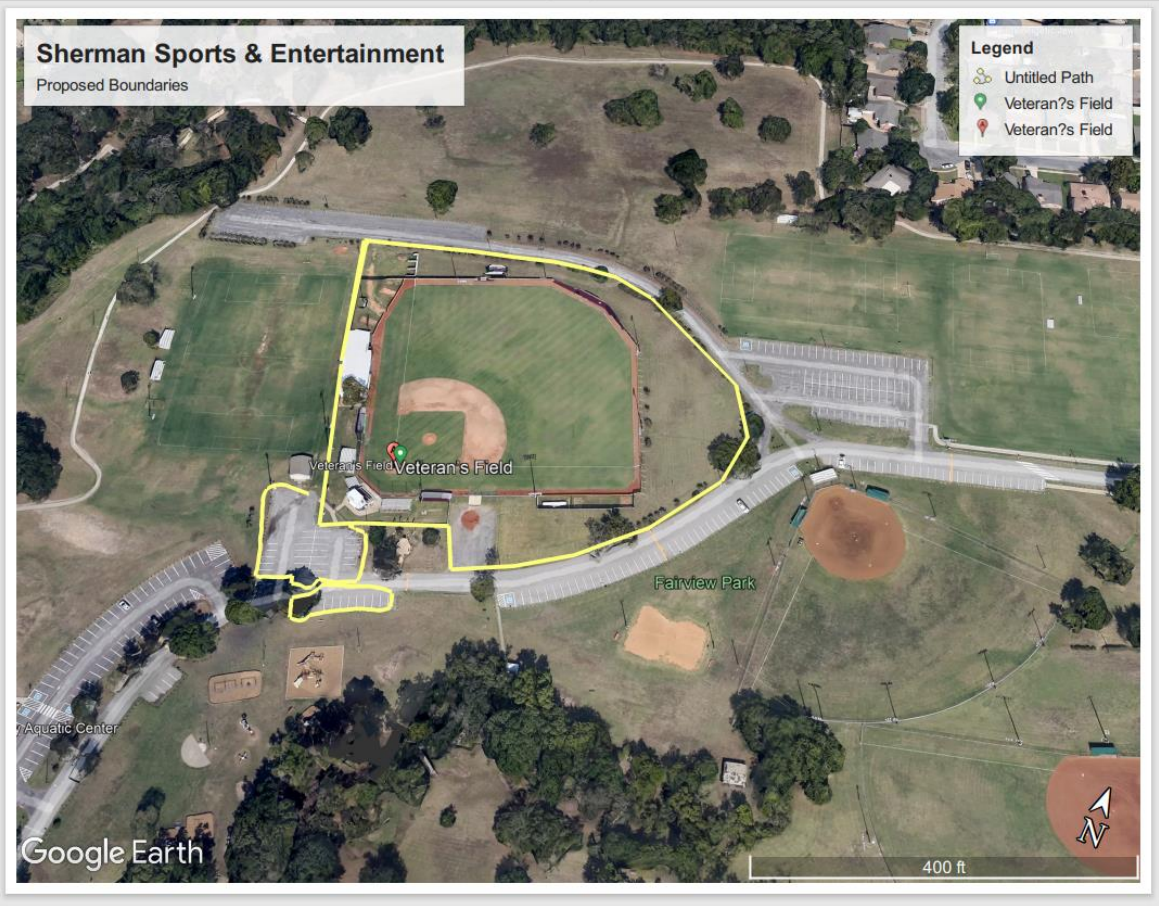


EXHIBIT B
Permitted Uses

1. The scheduling of no fewer than 34 and no more than 43 home preseason, regular season and postseason/playoff baseball games of an expansion team in the Mid-America League;
2. The scheduling of practices of such team during a Spring Training period, not to exceed 7 days;
3. The scheduling of other family friendly events as scheduled in advance and approved in writing by Licensee. Licensee must provide Licensor with a proposed schedule of games, practices and events, including event type and other details required by Licensor, at least sixty (60) days before the date of the event; and
4. The operation of concession facilities, including the sale of food and beverages. Licensee is entitled to all revenue generated from the operation of any such concession facilities for all events held by or on behalf of Licensee on the Licensed Property.

[*The remainder of this page intentionally left blank.*]

EXHIBIT C
Representative Images






903
BEER GARDEN

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 7.**

Meeting Date: 11/06/2023

Prepared By: Tom Pruitt, Utility Engineer

Caption:

RESOLUTION NO. 7211

Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with Garver, LLC for Design of the Sherman Water Treatment Plant Expansion Project

Issue:

To consider an Amendment No. 2 to the Professional Services Agreement with Garver, LLC for engineering services for the Sherman Water Treatment Plant Expansion Project

Background:

In response to recent growth in municipal and industrial water demands, engineering design for proposed improvements will consist of construction of new water treatment facilities to increase the capacity of the existing water treatment plant (WTP).

On May 2, 2022, City Council awarded Garver, LLC a professional services contract to design construction plans to install an additional 5-million gallons a day (MGD) treatment capacity to the existing building facilities.

On May 2, 2023, City Council awarded Addendum No. 1 to Garver's contract which provided master planning and engineered construction drawings for a new building and other needed facilities and appurtanances that incorporated space for Ultrafiltration (UF) and reverse osmosis (RO) membrane up to an additional 30 (MGD) of treatment capacity. Space was incorporated for modular growth sections for major components.

This Addendum No. 2 will provide services for preparation of new bidding documents and for advertising, bidding and award services, and inspection services for new chemical feed facilities during construction. These tasks are necessary to proceed before the new 30-MGD building because it will be needed as part of the EDR rehabilitation project.

Origination:

Engineering Department

Financial Consideration:

The original contract was $1,915,559. Amendment #1 increased the contract $14,261,369. This Amendment #2 increases the contract $219,248 for a total $16,396,176 of funding needed for this contract. This Amendment #2 will be funded by GTUA 2023 Bond earned interest Funds.

Staff Recommendation:

It is recommended Council approves the design services in the aforementioned contract amendment amount to Garver, LLC, to proceed with the design.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7211
Amendment No. 2
Original Agreement
Amendment No. 1
Site Map

RESOLUTION NO. 7211

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN OF THE SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 2 to the Professional Services Agreement with Garver, LLC for Design of the Sherman Water Treatment Plant Expansion Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of November 2023.

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

AMENDMENT NO. 2

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (CITY) AND GARVER, LLC (CONSULTANT)
FOR THE SHERMAN WTP EXPANSION PROJECT
Dated May 2, 2022 ("Original Agreement")

City and Consultant desire to amend the Original Agreement for the purpose of: (a) extending and/or clarifying the Scope of Services for the Project (defined in the Original Agreement and Amendment No. 1); (ii) revising the individual line items in the Project Budget Summary (defined in the Original Agreement and Amendment No. 1); (iii) revising Consultant's Fee (defined in the Original Agreement and Amendment No. 1); and (iv) making other necessary amendments as follows:

The following additional services are added to and incorporated into the Scope of Services under the Original Agreement and Amendment No. 1:

1. **PROJECT DESCRIPTION**
    a. Generally, the scope of services includes professional services necessary for bidding and construction phases for the conversion of the ammonia feed system and the rehabilitation of the conventional plant rapid mix system at the Sherman Water Treatment Plant (WTP). The City of Sherman has identified the following improvements to be included in this scope of services:
        i. Conversion of the ammonia feed system from ammonium hydroxide to liquid ammonium sulfate (LAS). The scope of the LAS conversion will include:
            1. Replacement of the existing ammonium hydroxide bulk tank with two LAS bulk tanks of up to 5,000 gallons (gal) each
            2. Addition of concrete containment for the additional tank
            3. Replacement of the feed piping between the bulk tank(s) and the chemical feed pumps in the North Chemical Feed Building, as well as the feed piping from the chemical truck fill station to the bulk tank(s)
            4. Replacement of the chemical feed pump skids with new chemical pump skids
            5. Electrical power modifications associated with these improvements
            6. SCADA modifications associated with these improvements
        ii. Replacement of the existing conventional plant rapid mix system. The scope of the rapid mix replacement will include:
            1. Demolition of the existing vault and yard piping
            2. Construction of a new rapid mix vault including piping, flow meters, flow control valves, static mixers, chemical injection points, heaters, and sump pumps
            3. Installation of new yard piping
            4. Electrical power modifications associated with these improvements
            5. SCADA modifications associated with these improvements

2. GENERAL REQUIREMENTS

a. Specific design goals shall be obtained from the City of Sherman and the City's Program Manager, Pape-Dawson Engineers (P-D). Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval.
b. Consultant shall coordinate with other Consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
c. 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.
d. Communications and Reporting:
    i. Communication and Reporting shall follow the requirements set forth in the Program Management Plan provided by City's Program Manager, Pape-Dawson Engineers, for the Major Infrastructure Improvements Program.
    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, followed by Project Schedule updates 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.
e. Consultant shall copy the City's Program Manager, Pape-Dawson Consultants, on communication and reporting related to this project and any related projects or sub-projects that are part of the Major Infrastructure Improvements Program.

3. TASK SUMMARY, BASIC SERVICES

a. Bid Phase Services

i. Construction Package Bidding Support Services
    1. Upon receipt of the design approval letter from TCEQ and approval to advertise from the City, Consultant will commence the Bid Phase Services for one construction contract.
    2. The bidding period for prospective bidders of the Construction Package 2 construction package is assumed to be a 30-day duration period. During the bidding period phase of the project, Consultant will:
        a. Prepare and submit Advertisement for Bids to Greater Texoma Utility Authority (GTUA) per their requirements.

GTUA will submit the advertisement to newspapers and will pay advertising costs outside of this contract.

b. Post advertisement for bids, construction contract documents, and any associated information to Consultant's online plan room for download by prospective bidders (at an appropriate cost for handling).
c. Support the contract documents by preparing addenda as appropriate and posting on Consultant's online plan room.
d. Respond to questions submitted on Consultant's online plan room as appropriate.
e. Prepare conformed construction documents to reflect the adjustments during the bid phase.
f. Conduct one pre-bid meeting.
g. Prepare a pre-bid meeting agenda. Following City authorization, post the pre-bid meeting presentation with attendance record on Consultant's online plan room.
h. Conduct a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.
i. Host, attend, and manage the bid opening process.
j. Prepare bid tabulation.
k. Evaluate bids and recommend award.
l. Attend and participate in reporting recommendation of award to City Council.
m. Prepare one construction contract.
n. Distribute as required to state agencies and funding agencies.

ii. Summary of Deliverables
1. Bid packages – One (1) electronic (PDF) copy uploaded to Consultant's online plan room
2. Conformed documents – A total of four (4) full-sized (24" x 36") sets and six (6) half-sized (11" x 17") sets to the contractor and to the City, as well as electronic (PDF) copies
3. Recommendation of Award Letter – One (1) electronic (PDF) copy

iii. Summary of Meetings
1. Pre-Bid Meeting – In-person meeting with up to three (3) Consultant members attending
2. Bid Openings – In-person meeting with two (2) Consultant members attending
3. City Council Meetings – In-person meeting with up to two (2) Consultant members attending

b. Construction Phase Services

i. Construction Administration
1. During the construction phase of work, Consultant will accomplish the following:
a. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
b. Prepare for and attend utilities coordination meeting.

c. Attend progress/coordination meetings with the Owner/Contractor.
d. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Consultant on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Consultant's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Consultant shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. Consultant will review up to 50 submittals.
e. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Consultant will respond to up to 25 RFIs.
f. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Consultant's recommendation for payment shall not be a representation that Consultant has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
g. Maintain a set of working drawings and prepare and furnish record drawings.
h. Prepare an operations and maintenance (O&M) manual related to improvements in the scope of this project.
i. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial

engineering or surveying is required in the preparation of these change order documents, the Owner will pay Consultant an additional fee to be agreed upon by the Owner and Consultant.

j. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

2. Construction observation services will be provided by Consultant's Resident Project Representative, who will provide or accomplish the following:
   a. Consult with and advise the Owner during the construction period.
   b. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
   c. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
   d. Maintain a project diary which will contain information pertinent to each site visit.
3. The proposed fee for Construction Phase Services is based on a 270-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Consultant to continue the applicable Construction Phase Services, the Owner will pay Consultant an additional fee agreed to by the Owner and Consultant.
4. In performing construction observation services, Consultant will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Consultant cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Consultant observes that the Contractor's work does not comply with the construction contract documents, Consultant will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Consultant will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Consultant will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

ii. <u>Construction Observation</u>

1. Resident construction observation services will be provided by Consultant's Resident Project Representative(s) for up to twenty (20) days of the nine (9) month (270 day) construction contract performance time. The proposed fee is based on one (1) full time

observer working approximately eight (8) hours per day, five (5) days per week.

2. Construction observation services will be provided by Consultant's Resident Project Representative(s), who will provide or accomplish the following:
    a. Consult with and advise the Owner during the construction period with significant changes/issues during the construction period.
    b. Coordinate with the Owner's contracted firm that is providing construction materials quality assurance testing under separate contract with the Owner.
    c. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
    d. Maintain a project diary which will contain information pertinent to each site visit.
3. In performing construction observation services, Consultant will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Consultant cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Consultant observes that the Contractor's work does not comply with the construction contract documents, Consultant will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Consultant will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Consultant will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.
4. The proposed fee for construction services is based on a 270-calendar-day construction contract performance time. If the construction time to substantial completion extends beyond the time established in this agreement, and the Owner wants Consultant to continue the applicable Construction Phase Services, the Owner will pay Consultant an additional fee agreed to by the Owner and Consultant.

c. <u>Extra Work</u>

i. The following items are not included under this agreement but will be considered as extra work:
    1. Any survey services.
    2. Any geotechnical services.
    3. Bidding services beyond those listed above.
    4. Any improvements to facilities outside of the WTP property.
    5. Development of an Environmental Information Document.

6. Assessments of equipment or structures.
7. Assessment of hazardous materials (e.g., asbestos, black mold, etc.) will not be included in the structural assessment.
8. Submittals or deliverables in addition to those listed herein.
9. Redesign for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
10. Construction materials testing.
11. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
12. Development of or updates to a utility rate study.
13. Development of or updates to a water conservation plan.
14. Development of or updates to a drought management plan.

ii. Extra Work will be as directed by the City in writing for an additional fee as agreed upon by the City and Consultant.

4. 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:
      i. No additional services are anticipated for this scope of work.

The Consultant's Fees under the Original Agreement and Amendment No. 1 shall be increased in amounts not to exceed the following:

1. Bid Phase Services.....…….$53,874 (Lump Sum)
2. Construction Phase Services.....…$165,374 (Hourly, NTE)

TOTAL FEE INCREASE (NOT TO EXCEED): $219,248

TERM

1. Completion dates for each task under this Amendment No. 2 shall be as follows:
    a. Bid Phase Services.....60 days from approval from TCEQ and City
    b. Construction Phase Services.....Concurrent with construction

[Rest of page left intentionally blank]

This Amendment No. 2 shall be effective on the date it is executed by the last party to execute it. The CITY and CONSULTANT hereby agree to amend the amount of the Consultant's Fees as follows:

Consultant shall be compensated on the following basis:

1. Original Agreement $1,915,559
2. Amendment No. 1 .....$14,261,369
3. Amendment No. 2 .....$219,248

CONTRACT TOTAL (NOT TO EXCEED): $16,396,176

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 2. To the extent that any provision contained herein conflicts with the Original Agreement or the Amendment No. 1, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement or Amendment No. 1. This Amendment No. 2, Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 2 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Original Agreement or the Amendment No. 1.

[Rest of page left intentionally blank]

EXECUTED in on behalf of CONSULTANT as shown below, and on behalf of the CITY by its City Manager (thereunto duly authorized) this _____ day of _____, 2023.

CITY:
CITY OF SHERMAN, TEXAS

Robby Hefton, City Manager

CONSULTANT:
GARVER, LLC

Lance Klement, P.E.
North Texas Water Team Leader

ATTEST:

Linda Ashby
City Clerk

ATTEST:

APPROVAL RECOMMENDED:

Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: _____

Ryan D. Pittman
City Attorney

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Lance Klement of Garver, LLC known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Garver, LLC, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of November, A.D. 2023.

JANET S. COMPTON
Notary Public, State of Texas
Comm. Expires 06-26-2025
Notary ID 6435592

Janet Compton

Notary Public In and For Collin County, Texas

My Commission Expires:

6/26/25

RESOLUTION NO. 6880

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN OF THE SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Garver, LLC for Design of the Sherman Water Treatment Plant Expansion Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 2nd day of May, 2022.

CITY OF SHERMAN, TEXAS

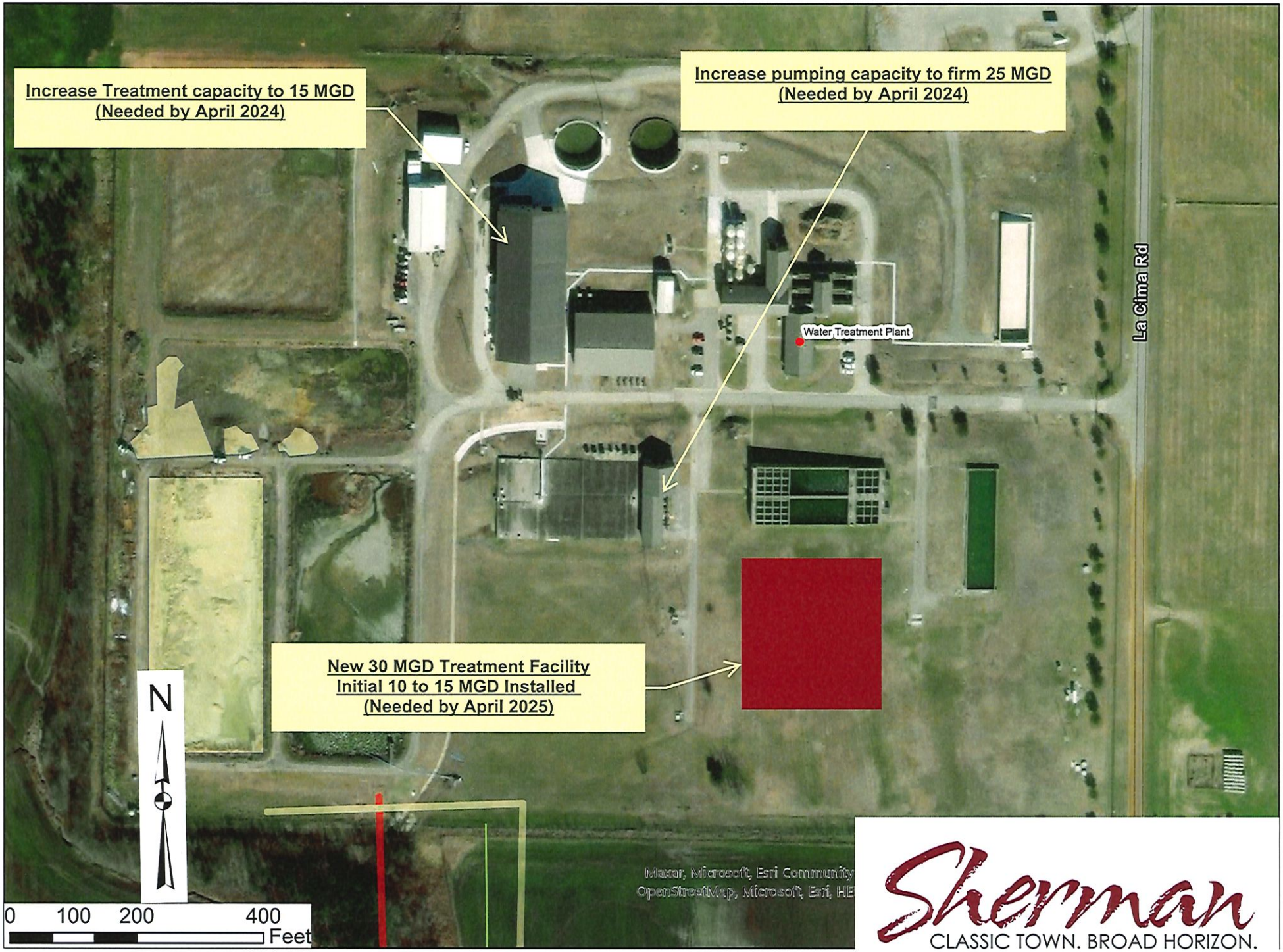
ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY


Increase Treatment capacity to 15 MGD
(Needed by April 2024)
Increase pumping capacity to firm 25 MGD
(Needed by April 2024)
Water Treatment Plant
La Cima Rd
New 30 MGD Treatment Facility
Initial 10 to 15 MGD Installed
(Needed by April 2025)
N
0 100 200 400
Feet
Maxar, Microsoft, Esri Community
OpenStreetMap, Microsoft, Esri, HE
Sherman
CLASSIC TOWN. BROAD HORIZON.

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

GARVER, LLC

FOR

PROFESSIONAL SERVICES

Made as of the 2nd day of May, 2022:

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

and Consultant: **Garver, LLC**
3010 Gaylord Parkway, Suite 190
Frisco, TX 75034
Telephone: (972) 377-7480

for the following Project: **Sherman WTP Expansion**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Garver, LLC, 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 Sherman WTP Expansion 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 to this Agreement, may be authorized from time to time by City ("Amendment(s)").

1.2.1 **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 this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT 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 in an amount not to exceed **ONE MILLION NINE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED FIFTY-NINE AND 00/100 DOLLARS ($1,915,559)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Design Budget Summary as set forth in **Exhibit B**.

3.1.1 **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.

3.1.2 **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 recommendation to the City whether, in Consultant's professional opinion

as an engineering and architectural entity, 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.

3.1.3 Aside from Consultant's direct subconsultants, Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Consultant shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Consultant is performing construction phase services.

3.1.4 **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 known 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. In no event is Consultant responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

3.1.5 Notwithstanding anything in this Agreement, in no event is Consultant acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Consultant's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

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:

3.3.1 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**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 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**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 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.

3.3.6 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
E-1- Project Engineer	$114.00
E-2 – Project Engineer	$133.00
E-3 – Project Manager	$160.00
E-4 – Project Manager	$187.00
E-5 – Senior Project Manager	$228.00
E-6 – Senior Project Manager	$280.00
D-1 – Designer	$106.00
D-2 – Designer	$124.00
D-3 – Senior Designer	$148.00
D-4 – Senior Designer	$172.00
T-1 – Technician	$83.00
T-2 – Technician	$105.00
T-3 – Senior Technician	$128.00

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 $1,915,559 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.

Notwithstanding the foregoing, since Consultant has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Consultant's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Consultant's experience and qualifications and represent Consultant's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Consultant cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Consultant.

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- (minus)" 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 or non-renewal of any policies, evidenced by return receipt or E- Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project, and shall provide thirty (30) days prior notice of material change.

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 or non-renewal of any policies, evidenced by return receipt or E- Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project and shall provide thirty (30) days prior notice of material change.

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 E-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 E-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, upon prior, reasonable notice, 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 required to be provided 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 THETEXAS 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:

Lance Klement, P.E.

North Texas Water Team Leader
Garver, LLC
3010 Gaylord Parkway, Suite 190
Frisco, TX 75034
Telephone: 972-377-7480
Email: LPKlement@GarverUSA.com

ARTICLE 12
MISCELLANEOUS

12.1 **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 C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit B** or **Exhibit A** shall prevail in that order.

12.2 **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.

12.3 **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.

12.4 **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.

12.5 **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.

12.21 **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.

12.22 **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.

12.23 **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.

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

By: _____
Robby Hefton, City Manager

CONSULTANT:
Garver, LLC
a Texas corporation

By: _____
Lance Klement, P.E.
North Texas Water Team Leader

APPROVED AS TO FORM:

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

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **ROBBY HEFTON**, 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 CITY MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR THE **CITY OF SHERMAN, TEXAS**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th DAY OF May 2022.

LINDA ASHBY
NOTARY PUBLIC
STATE OF TEXAS
ID # 382275-0
My Comm. Expires 06-06-2022

Linda Ashby
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 6/6/2022

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **Lance Klement**, 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 **Garver, LLC**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25 DAY OF April 2022.

Jessica ReAnn Williams
My Commission Expires
1/31/2026
Notary ID
133562170

Jessica R. Williams
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 01/31/2026

I. PROJECT DESCRIPTION

Generally, the scope of services includes professional services necessary for design, bidding services, and construction administration for improvements to the membrane treatment train and high-service pump station (HSPS) at the **Sherman Water Treatment Plant (WTP)**. Improvements will consist primarily of expansions to increase the capacity of the existing WTP. The City of Sherman has identified the following improvements to be included in this scope of services:

A. Package 1 – Design and construction services for expansion of the ultrafiltration (UF) and reverse osmosis (RO) system within the existing membrane building, along with the expansion of the existing treated water high-service pump station.
B. Package 2 – Conceptual Evaluations to develop a plan for phased improvements to increase the capacity of the water treatment plant.

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.

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. 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.

D. 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.

III. TASK SUMMARY, BASIC SERVICES

A. Project Management

Consultant will manage all efforts of the project team, individual team members, and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.

a. Kick-Off Meeting and Site Visit

Consultant will hold a kick-off meeting with the Owner to discuss project scope, introduce teams, establish lines of communication, and present the project schedule. At that time, up to four (4) Consultant members will conduct a site visit.

b. Progress Reports and Invoices

Consultant will prepare and provide up to twenty-one (21) monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

c. Project Management and Quality Control/Assurance Plan

Consultant will develop a Project Management Plan (PMP) for internal use. This will include the development of a detailed schedule to communicate key deadline to the design teams. Consultant will also develop a Quality Control/Assurance Plan and perform internal Quality Assurance/Quality Control (QA/QC) reviews of all major deliverables.

d. Summary of Deliverables

i. Up to twenty-one (21) progress reports and invoices.

e. Summary of Meetings

i. Kick-off meeting with up to four (4) Consultant members attending in person.

B. Survey

a. Consultant will oversee survey tasks that are accomplished by a survey consultant outside of this contract. Consultant will provide a general description of the scope of surveying work, along with an exhibit of the areas to be surveyed. Upon receipt of the deliverables from the surveyor, the Consultant will review the content and incorporate the survey information into the design plans as needed.

C. Package 1 Preliminary Design Phase

The scope of work within the existing membrane treatment train to increase the capacity by 5 MGD includes the addition of the following items:

i. Two (2) UF skids

ii. One (1) RO skid

iii. Disc filters

iv. UF and RO feed pumps and backwash pumps (if needed)

v. Associated piping modifications

vi. Associated electrical improvements, including coordination with the electrical utility provider for the site

vii. Associated instrumentation and integration to SCADA

viii. Evaluation of pre-treatment systems, including chemical feeds and pre-oxidation basin capacity

ix. Compressed air systems (if needed)

The scope of work within the existing high-service pump station includes the addition of the following items:

i. Sufficient pumps to increase the firm pumping capacity to 25 MGD

ii. Associated piping modifications

iii. Associated electrical improvements

iv. Associated piping modifications

v. Associated structural modifications (as needed to retrofit the existing structure for the additional pump capacity. No new electrical room is anticipated.)

a. Preliminary Design Documents

i. The preliminary design phase will represent approximately 30 percent of final construction documents for one (1) construction contract. The preliminary design phase submittal will include a submittal of preliminary plans and an opinion of probable construction cost. This submittal will not include technical specifications or "front end" contract documents. Consultant will not begin final design until the preliminary design is approved by the Owner in writing. Preliminary design will include:

a. Preliminary Design Report

b. Opinion of Probable Construction Cost – Preliminary Design Phase (OPCC)

c. Preliminary Drawings

d. Equipment Data Sheets and Manufacturer Information

ii. Consultant anticipates the preliminary design drawings will include a site plan, yard piping plan, hydraulic profile, demolition details, preliminary process and instrumentation diagrams (P&IDs), preliminary layouts of the proposed improvements such as liquid treatment process units, associated equipment, major piping and valves, and preliminary electrical one-line diagrams.

iii. A Preliminary Design Report (PDR) will detail the following:

a. Process design criteria

b. Opinion of probable construction costs

c. Equipment data sheets and manufacturer information

d. Specification Table of Contents

e. Piping schedule

f. Construction sequencing

g. Draft control narratives

iv. The Equipment Data Sheets and Manufacturer Information section will provide information on the major items of process equipment selected for the plant based on Consultant's experience and Owner preference. Equipment data sheets that summarize operating conditions and key components will be provided along with manufacturer catalog information.

v. Consultant will lead and participate in a Preliminary Design Workshop. The workshop will be held at the Owner's location and major items of discussion will include:

   a. Review and refinement of process design criteria.

   b. Review and refinement of preliminary P&IDs and preliminary selection of instrumentation.

   c. Review and refinement of preliminary electrical one-line drawings.

   d. Review and refinement of preliminary SCADA design approach and system architecture.

   e. Review and refinement of the preliminary site plan, hydraulic profile, and facilities layouts.

   f. Review and preliminary selection of major equipment items.

   g. Review of proposed construction sequencing.

   h. Process Control and SCADA workshop module.

   i. Preliminary Design Phase OPCC

vi. As part of the Preliminary Design Workshop, Consultant will conduct an O&M focused discussion to determine process control parameters and equipment preferences. The WTP staff preferences will be documented within the preliminary design documents. The O&M discussion and SCADA integration discussions will be a component module of the Preliminary Design Workshop in this scope of work.

vii. Consultant will prepare copies of the Preliminary Design Submittal (both hard and pdf electronic files) and submit for review by Owner. Consultant anticipates two weeks for Owner review and comment time once the Preliminary Design submittal is delivered.

viii. Consultant will prepare and transmit a written documentation of "mutually agreed to" responses to the Owner's review comments of the Preliminary Design Documents.

ix. As part of the Preliminary Design Phase, Consultant will:

   a. Coordinate with TCEQ via telephone on project status and design criteria.

b. Submit the Preliminary Design Report to TCEQ for review.

c. Coordinate with the Owner's input, any responses to TCEQ review comments.

b. Summary of Deliverables

i. Draft Preliminary Design Report – one (1) electronic (pdf) copy to the Owner

ii. Preliminary Design Drawings – one (1) electronic (pdf) set and one (1) full-sized (24" x 36") set to the Owner

iii. Final Preliminary Design Report – one (1) electronic (pdf) copy to the Owner

iv. Final Preliminary Design Report – one (1) electronic copy and one (1) hard copy to TCEQ

v. Preliminary Design Drawings – one (1) electronic (pdf) and one (1) half-sized (11"x17") hard copy set to TCEQ

c. Summary of Meetings

i. Monthly Progress Meetings – In-person meetings with up to three (3) Consultant members attending

ii. Preliminary Design Workshop – In-person workshop with up to three (3) Consultant members attending

D. Package 1 Final Design/Construction Plans (90%, 100%)

a. Final Design Documents

i. During the final design phase of the project, Consultant will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. These will be developed in accordance with the phasing plan detailed at the introduction of this scope.

ii. The final design phase is anticipated to have two major submittals: a 90% and 100%. The contract documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by Owner to competitively bid the work.

iii. Consultant's standard contract forms including documents from the Engineers Joint Contract Documents Committee (EJCDC) will be used, along with Consultant's standard drawing format and technical specifications. Consultant will utilize the EJCDC standard documents as a base for developing the project's front-end documents. EJCDC's standard General Conditions shall be utilized with edits being provided by the Supplemental Conditions. Standard forms, as required by the funding source, will be incorporated.

iv. Consultant will review potential construction sequencing and the overall approach to project implementation to minimize disruption of the plant operation during construction. This review will occur at the design submittal workshops.

v. During final design, Consultant will host an O&M workshop at the WTP to solicit input from staff on the final design documents.

vi. Consultant will lead review workshops for the 90% design phase. This workshop will be held to solicit comments and feedback from the Owner.

vii. The Process Control and SCADA workshop will be a component module of the 90% Design Workshop. The purpose of this module will be to coordinate the Owner's desired method and level of process control and remote operation capabilities.

viii. The Preliminary Design Workshop module will include an overview of the current and proposed SCADA system architecture along with a basis of design for expected improvements. The Owner's IT staff, WTP's Operations staff and WTP's Maintenance staff may attend as needed. The 90% Design Workshop module will include a review of the Preliminary Design Workshop module action items, an update regarding the proposed SCADA system components, advanced design concepts, the path forward to completion of the project, and programming services.

b. Contact Time (CT) Study Update and Regulatory Review and Coordination

i. Consultant will conduct a revised CT profile based on previous CT studies conducted by the Owner. Consultant will develop proposed CT profiles to reflect an anticipated re-rating of the membrane treatment train following the expansion to reflect an increased rating of the plant from 20 MGD to 25 MGD.

ii. Consultant will submit the revised CT profiles for approval along with submittal of the 90% complete documents to TCEQ for regulatory compliance review and comments.

iii. Consultant will coordinate and develop responses to regulatory review comments as directed by Owner.

iv. Any additional TCEQ permitting will be considered Extra Work.

v. In addition to the CT Study document, Consultant will document the capacity of each process unit within the WTP in a technical memorandum in order to justify the plant re-rating to TCEQ.

c. Summary of Deliverables

i. The 90% design submission will include all information from the 30% drawings with Owner review comments incorporated as well as structural details, electrical schematics and diagrams, standard details, all process details, and technical specifications, as well as any final details required. The 90% design submission will include all information from the 30% drawings with Owner review comments incorporated as well as any final details required. The deliverables for this phase are as follows:

a. 90% design drawings – One (1) electronic (PDF) set and one (1) full-sized (24" x 36") set to the Owner

b. 90% technical specifications with front-end documents – One (1) electronic (PDF)

c. 90% design OPCC – One (1) electronic (PDF) copy

d. 90% design drawings – One (1) electronic (PDF) copy and one (1) half-sized (11"x17") hard copy to TCEQ

e. Plant Capacity and Rating Technical Memorandum and CT profile – One (1) electronic (PDF) copy to TCEQ

ii. The 100% design submission will include all information from the 90% drawings with Owner review comments incorporated. The deliverables for this phase are as follows:

a. 100% design drawings – One (1) electronic (PDF) copy

b. 100% design technical specifications with front-end documents – One electronic (PDF)

c. 100% design OPCC – One electronic (PDF) copy of the OPCC

d. Summary of Meetings

i. Monthly Progress Meetings – In-person meetings with up to three (3) Consultant members attending

ii. 90% Design Workshop – In-person workshop attended by up to three (3) Consultant members

E. Package 1 Bid Phase Services

a. Bid Pre-Purchase Development

i. Consultant will assist the Owner in developing a bid pre-purchase to select the preferred equipment manufacturer's products to serve as a basis for the final design documents. The following tasks will be conducted:

a. Develop and confirm a pre-qualified manufacturers list with the Owner at 30% design. Up to three manufacturers will be evaluated for pre-qualification.

b. Develop a listing of information, in conjunction with the Owner, to be requested in the proposal. The manufacturer will be selected based best value to the Owner. Consultant will coordinate the final selection criteria with the Owner. The criteria may include capital cost, life cycle cost, footprint, compatibility with existing system, similar equipment, or others as determined by the Owner. Consultant will communicate and obtain information from the pre-qualified manufacturers.

c. Develop a competitive pre-purchase bid package that will be completed by the submitting, pre-qualified manufacturers. These documents will be composed generally of the manufacturer's stated operation and maintenance requirements and preliminary design documents including preliminary layouts and preliminary specifications.

d. Coordinate with the Owner's procurement requirements to properly advertise the pre-purchase process and include the necessary contractual and procurement documents in the pre-purchase package.

e. Assist the Owner in responding to questions, issuing any addenda, and receiving the proposals.

f. Assist the Owner in evaluating the submittals and documenting a recommendation for the pre-purchased manufacturer.

b. Bidding Assistance

i. The bidding period for prospective bidders of the Construction Package 1 construction package is a 45-day duration period. During the bidding period phase of the project, Consultant will:

a. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.

b. Post advertisement for bids, construction contract documents, and any associated information to Consultant's online plan room for download by prospective bidders (at an appropriate cost for handling).

c. Support the contract documents by preparing addenda as appropriate and posting on Consultant's online plan room.

d. Prepare conformed construction documents to reflect the adjustments during the bid phase.

e. Participate in one pre-bid meeting.

f. Prepare a pre-bid meeting agenda. Following Owner authorization, post the pre-bid meeting memorandum with attendance record on Consultant's online plan room.

g. Participate and chair a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.

h. Host, attend, and manage the bid opening process.

i. Prepare bid tabulation.

j. Evaluate bids and recommend award.

k. Attend and participate in reporting recommendation of award to Owner Council.

l. Prepare construction contracts.

m. Distribute as required to state agencies and funding agencies.

F. Package 1 Construction Phase Services

a. Construction Administration

i. During the construction phase of work, Consultant will accomplish the following:

a. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.

b. Prepare for and attend utilities coordination meeting.

c. Attend progress/coordination meetings with the Owner/Contractor.

d. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Consultant on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Consultant's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Consultant shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. Consultant will review up to 100 submittals.

e. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Consultant will respond to up to 50 RFIs.

f. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Consultant's recommendation for payment shall not be a representation that Consultant has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's

right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

g. Maintain a set of working drawings and prepare and furnish record drawings.

h. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Consultant an additional fee to be agreed upon by the Owner and Consultant.

i. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

ii. Construction observation services will be provided by Consultant's Resident Project Representative, who will provide or accomplish the following:

a. Consult with and advise the Owner during the construction period.

b. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.

c. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.

d. Maintain a project diary which will contain information pertinent to each site visit.

iii. The proposed fee for Construction Phase Services is based on a 270-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Consultant to continue the applicable Construction Phase Services, the Owner will pay Consultant an additional fee agreed to by the Owner and Consultant.

iv. In performing construction observation services, Consultant will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Consultant cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Consultant observes that the Contractor's work does not comply with the construction contract

documents, Consultant will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Consultant will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Consultant will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

b. Construction Observation

i. Resident construction observation services will be provided by Consultant's Resident Project Representative(s) for the nine (9) month (270 day) construction contract performance time. The proposed fee is based on one (1) full time observer working approximately eight (8) hours per day, five (5) days per week.

ii. Construction observation services will be provided by Consultant's Resident Project Representative(s), who will provide or accomplish the following:

a. Consult with and advise the Owner during the construction period with significant changes/issues during the construction period.

b. Coordinate with the Owner's contracted firm that is providing construction materials quality assurance testing under separate contract with the Owner.

c. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.

d. Maintain a project diary which will contain information pertinent to each site visit.

iii. In performing construction observation services, Consultant will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Consultant cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Consultant observes that the Contractor's work does not comply with the construction contract documents, Consultant will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Consultant will also record the observance, the discussion, and the actions taken. If the Contractor continues without

satisfactory corrective action, Consultant will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

iv. The proposed fee for construction services is based on a 270-calendar-day construction contract performance time. If the construction time to substantial completion extends beyond the time established in this agreement, and the Owner wants Consultant to continue the applicable Construction Phase Services, the Owner will pay Consultant an additional fee agreed to by the Owner and Consultant.

G. Package 2 Conceptual Evaluation

a. Field Investigations

i. As a part of Task 1, Consultant will send up to four (4) members to visit the site to evaluate the existing water treatment facilities. This assessment will include multi-discipline engineers (process, mechanical, electrical, and civil). With this Task 7, following the completion of the condition assessment site visit, Consultant will prepare a technical memorandum (TM) to document the site visit findings. This TM will include an observation summary and overall condition of each process.

ii. Consultant will also conduct a structural assessment of the existing pre-oxidation basin structure to document existing conditions. The condition assessment site visit will be conducted by two (2) Consultant team members. The structural assessment will be visual only and will include only the structural components of the basin. Consultant will collect photos and complete Consultant-standard assessment forms. On the day of assessment, the City shall have prepared the facilities for complete access of the exterior and interior of the basin including draining, cleaning, and lock-out/tag-out.

iii. Following the completion of the condition assessment site visit, Consultant will prepare a technical memorandum (TM) to document the pre-oxidation assessment findings and recommendations. This TM will include an observation summary, list of recorded observations, determination of the severity of each observation, recommendations for repairs (if needed), and an OPCC for the recommended repairs.

b. Historical Data Review

i. Consultant will request and review relevant documents including:

a. Previous studies and reports

b. Process data, water quality data, and daily monitoring reports for a three-year period

c. Operations and maintenance (O&M) manuals

ii. It is assumed that operational data for the membrane treatment plant will be accessible through H2O Innovation's System Performance Monitoring Center (SPMC). Consultant will request Sherman's login for that system.

c. Disinfection Byproducts Formation Study

i. Following review of the City's historical process testing data, Consultant will develop a test plan and protocol for the testing of water samples for disinfection byproducts. Consultant will conduct a site visit to identify sampling points and sampling frequency necessary for a disinfection byproducts (DBP) formation study. Consultant will coordinate with Sherman WTP operations staff during the testing to establish the proper operating conditions for sample collection. Consultant will identify five (5) blend percentages of UF and RO water to be sampled.

ii. The City will be responsible for collection and shipping the samples to a third-party laboratory for testing. The laboratory will be suggested by the City and approved by Consultant prior to shipping of the samples. Consultant will instruct the laboratory to conduct the tests in accordance with the test protocol. Following the receipt of the test results, Consultant will document the findings in a Water Quality Technical Memorandum. The results of this study will be applied to the Package 1 and Package 2 designs.

d. Corrosion Study

i. Consultant will conduct a Corrosion Study in accordance with TCEQ requirements. The study will use existing water quality data and the results from the chemical feed evaluations and Disinfection Byproduct Formation Study to assess product water stabilization goals and corrosion mitigation approaches for the facility.

ii. During the assessment, Consultant will use spreadsheet-based calculations (including RTW or WaterPro programs) to assess typical corrosion indices and expected performance of orthophosphate corrosion inhibitors for various blended water qualities that the plant can produce. The results of this study will be incorporated into a technical memorandum that can be incorporated as an appendix to the Conceptual Design Report (Task 7.5).

e. Conceptual Design Report

i. Consultant will conduct plant-wide, conceptual evaluations to develop a plan for phased improvements to increase the capacity of the water treatment plant. As part of this evaluation, Consultant will develop a Conceptual Design Report (CDR) to address the following:

a. Existing system evaluation and capacity rating, including evaluating the existing pre-oxidation basin of the conventional train to be used for the future membrane train

b. Identification of equipment with long lead times that may require preselection/prenegotiation to meet the project schedule

c. Integration of raw water delivery and terminal storage basin

d. Footprint and locations of proposed facilities

e. Hydraulic profile through existing and proposed facilities

f. Water quality factors including Total Organic Carbon (TOC), Disinfection Byproducts (DBPs), and Disinfection Contact Time (CT) and associated processes to achieve identified goals

g. Chemical feed evaluations, including determination of feed locations, optimization for best treatment efficacy and mixing, minimization of counterproductive interactions, and the improvement of water quality

h. Phasing of improvements to meet anticipated flow needs

i. OPCC associated with each phase

ii. The CDR will propose phased improvements for the WTP to increase capacity of the WTP. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the City and the Texas Commission of Environmental Quality (TCEQ) and to develop an order of magnitude cost estimate for the proposed projects. Consultant will conduct a conceptual design workshop to present the results of the draft alternatives evaluation.

f. Summary of Deliverables

i. Site Assessment TM – one (1) electronic (pdf) copy

ii. Structural Assessments TM – one (1) electronic (pdf) copy

iii. Water Quality TM – one (1) electronic (pdf) copy

iv. Draft Conceptual Design Report – one (1) electronic (pdf) copy

v. Final Conceptual Design Report – one (1) electronic (pdf) and one (1) hard copy

g. Summary of Meetings

i. Field Investigations – One (1) site visit with up to four (4) Consultant members attending

ii. Structural Assessments – One (1) site visit with one (1) Consultant member attending

iii. Water Sampling Site Visit – One (1) site visit with up to two (2) Consultant members attending

iv. Conceptual Design Workshop – In person workshop with up to four (4) Consultant members attending

H. Package 2 Geotechnical Services

a. Consultant will conduct geotechnical evaluations of up to ten (10) borings of 30-foot depth and four (4) borings of 45-ft depth to determine structural recommendations for the construction of the future membrane building, clearwell and pump station, and pre-oxidation basin.

I. Extra Work

a. The following items are not included under this agreement but will be considered as extra work:

i. Any improvements facilities outside of the WTP property.

ii. Any improvements to the conventional water treatment train, including but not limited to the pre-oxidation basin, the flocculation/sedimentation basins, the media filters, and the EDR facilities.

iii. Any improvements to the up- or down-stream facilities from the existing membrane building or existing high-service pump station, including but not limited to the pre-oxidation basin, the clearwell, and the sedimentation lagoons as a result of Package 1 improvements.

iv. Development of an Environmental Information Document.

v. Structural assessment utilizing any means in addition to those listed herein, including the use of instrumentation.

vi. Assessment of hazardous materials (e.g., asbestos, black mold, etc.) will not be included in the structural assessment.

vii. Assessments of structures in addition to those listed herein.

viii. Assessments of other discipline categories, including but not limited to mechanical, electrical, and process operation.

ix. Submittals or deliverables in addition to those listed herein.

x. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.

xi. Construction materials testing.

xii. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.

xiii. Development of or updates to a utility rate study.

xiv. Development of or updates to a water conservation plan.

xv. Development of or updates to a drought management plan.

b. Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Consultant.

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. Corrosion Coupon Testing

   i. If the results of the Corrosion Study indicate that different blending goals should be used for the facility, Consultant can help the City evaluate the actual corrosion mitigation through coupon testing. If the scope of those

improvements is added to Consultant's scope by mutual agreement and with written authorization from the Owner, Consultant will prepare a coupon test plan and will design a coupon test skid for the City. It is anticipated that the City would be responsible for constructing the coupon test skid. Once the test skid is built and installed, Consultant will review the performance of the test. Consultant also assumes that if performed, the City will evaluate multiple orthophosphate corrosion control products to allow the City to competitively procure these treatment chemicals.

EXHIBIT B
PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

A. Project Management **(Expected Completion: December 2023)**	**$29,618.00 – Lump Sum**
B. Survey **(Expected Completion: May 2022)**	**$7,252.00 – T&M, NTE**
C. Preliminary Design (30%) **(Expected Completion: June 2022)**	**$368,581.00 – Lump Sum**
D. Final Design (90%, 100%) **(Expected Completion: November 2022)**	**$509,789.00 – Lump Sum**
E. Bidding Services **(Expected Completion: February 2023)**	**$117,636.00 – T&M, NTE**
F. Construction Phase Services **(Expected Completion: December 2023)**	**$459,059.00 – T&M, NTE**
G. Conceptual Design **(Expected Completion: October 2022)**	**$323,188.00 – Lump Sum**
H. Geotechnical Services **(Expected Completion: June 2022)**	**$50,436.00 – T&M, NTE**
Total Basic Services	***$1,865,599.00***

II. Additional Services

Corrosion Coupon Testing/Contingency	$50,000 – T&M, NTE
Total Authorized Special Services	***$50,000.00***
Project Budget, Grand Total (Not-To-Exceed)	***$1,915,559.00***

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 at 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

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.

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 E-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
X	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate

X	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
X	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

X 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.

X 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.

X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required, said notice to be provided by Consultant. 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. NTD: Garver's carriers will not provide notice of material change for the coverage requested and will not provide notice via certified mail. Garver is happy to accommodate the requests.

X 9. Insurance company has a minimum rating of "A- (minus)" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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.**

Garver, LLC

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.**

N/A

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.**

N/A

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.**

N/A

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

4/25/2022

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

RESOLUTION NO. 7066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN OF THE SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 1 to the Professional Services Agreement with Garver, LLC for Design of the Sherman Water Treatment Plant Expansion Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 1st day of May 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY:
DAVID PLYLER, MAYOR

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

BY:
RYAN D. PITTMAN, CITY ATTORNEY

AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (CITY) AND GARVER, LLC (CONSULTANT)
FOR THE SHERMAN WTP EXPANSION PROJECT
Dated May 2, 2022 ("Original Agreement")

City and Consultant desire to amend the Original Agreement for the purpose of: (a) extending and/or clarifying the Scope of Services for the Project (defined in the Original Agreement); (ii) revising the individual line items in the Project Budget Summary (defined in the Original Agreement); (iii) revising Consultant's Fee (defined in the Original Agreement); and (iv) making other necessary amendments as follows:

The following additional services are added to and incorporated into the Scope of Services under the Original Agreement:

1. **PROJECT DESCRIPTION**
    a. Generally, the scope of services includes professional services necessary for design and bidding of a new membrane treatment train at the Sherman Water Treatment Plant (WTP). A future amendment is anticipated for construction administration. Improvements will consist of construction of new facilities as well as retrofits of existing facilities to increase the capacity of the existing WTP. The City of Sherman has identified the following improvements to be included in this scope of services:
        i. Addition of a new membrane building with space for ultrafiltration (UF) and reverse osmosis (RO) membrane equipment to treat up to 30 MGD. The initial installation will provide 15 MGD of treatment. Elements for future integration, such as equipment footprints, conduits, piping, electrical feeds, will be designed to simplify construction for the 30 MGD buildout. The building will be designed such that it can be expanded to the north, to accommodate up to 40 MGD of treatment equipment. The scope of the membrane building design will include:
            1. Site civil design, including excavation and stormwater management
            2. Structural design of the shallow spread and continuous spread footings foundation, based on recommendations from the 2022 geotechnical report
            3. Structural design of the steel column support members
            4. Architectural design of the interior and exterior, including the following:
                a. Membrane equipment space
                b. Chemical storage and feed
                c. UF electrical room
                d. RO electrical room
                e. Restrooms (male and female)
                f. Control room with laboratory, including noise reduction and wooden studs in these rooms
                g. Loading docks and doors

h. Pipe trenches, including metal grating of HS-20 rating in areas of vehicular traffic and permanent stairs for access into trenches
i. Fire protection as required by the International Building Code (IBC), or authority having jurisdiction (AHJ)

5. Electrical designs of the power feeds, electrical room equipment, electrical conduit routing, and interior and exterior lighting
6. Building mechanical design of the HVAC systems
7. Design of a plant lift station for wastewater flow to an existing 12" sewer line
8. Design of drainage systems and routing
9. Process and process mechanical design of all process piping and equipment
    a. UF feed pumps
    b. Disk Filters
    c. UF units
    d. UF backwash pumps
    e. UF chemical makeup supply pumps
    f. RO feed pumps
    g. RO trains
    h. RO flush pumps
    i. Break tank
    j. Clean-in-place (CIP) for UF units and RO trains and associated chemical storage and feed systems
    k. UF blowers
    l. Air compressors
10. Instrumentation and control design of the piping and instrumentation diagrams (P&IDs) and the process control description for the SCADA system

ii. Addition of a new clearwell (3.4 MG) and new high service pump station (HSPS) with capacity for up to 45 MGD when combined with the existing high service pump station. The scope of the clearwell and HSPS design will include:

1. Site civil design, including excavation and stormwater management
2. Structural design of the foundation, based on recommendations from the 2022 geotechnical report
3. Structural design of the support members and baffling
4. Architectural design of the interior and exterior
5. Electrical designs of the power feeds, electrical rooms, electrical conduit routing, and interior and exterior lighting
6. Building mechanical design of the HVAC systems
7. Process mechanical design of all process piping and equipment, including National Sanitation Foundation (NSF)-certified pumps
8. Process design of the equipment to be included
9. Instrumentation and control design of the piping and instrumentation diagrams (P&IDs) and the process control description for the SCADA system

10. Fire protection as required by the International Building Code (IBC), or authority having jurisdiction (AHJ)

iii. Addition of a new chemical facility to serve the new membrane building facilities. The scope of the chemical facility design will include:
    1. Site civil design, including excavation and stormwater management
    2. Structural design of the foundation, based on recommendations from the 2022 geotechnical report
    3. Structural design of the support members
    4. Architectural design of the interior and exterior
    5. Electrical designs of the power feeds, electrical rooms, electrical conduit routing, and interior and exterior lighting
    6. Building mechanical design of the HVAC systems
    7. Process mechanical design of all process piping and equipment
    8. Process design of the equipment to be included and supplementary injection points across the process flow for the following chemicals
        a. Chlorine dioxide (generated from sodium hypochlorite) for pre-oxidation
        b. Sodium hypochlorite for primary disinfection
        c. Hydrochloric acid
        d. Sodium bisulfite
        e. Scale inhibitor
        f. Fluoride
        g. Orthophosphate blend
        h. Sodium hydroxide
        i. Liquid ammonium sulfate
    9. Instrumentation and control design of the piping and instrumentation diagrams (P&IDs) and the process control description for the SCADA system
    10. Chemical containment and neutralization design
    11. Fire protection as required by the International Building Code (IBC), or authority having jurisdiction (AHJ)

iv. Rehabilitation of the existing chemical facilities, including:
    1. Replacement of storage tanks, pumps, and controls systems
    2. Addition of containment structures
    3. Modifications to chlorine room to covert to liquid sodium hypochlorite

v. Addition of an additional pre-oxidation basin immediately adjacent to the existing, south pre-oxidation basin. The scope of this design includes:
    1. Site civil design, including excavation and stormwater management
    2. Structural design of the foundation and walls, based on recommendations from the 2022 geotechnical report
    3. Electrical designs of the power feeds, electrical conduit routing, and lighting
    4. Instrumentation and control design of the piping and instrumentation diagrams (P&IDs) and the process control description for the SCADA system
    5. Decommissioning of the existing flocculation/sedimentation basins

vi. Site-wide electrical design including:
    1. Design of power distribution
    2. Coordination with the electrical utility
    3. Selection of a generator and automatic transfer switch (ATS) as required
    4. Consideration during design for power factor required from utility
    5. Evaluation of lightning and surge protection at the building and process levels
    6. Design of site lighting for the South Plant
    7. Design of fiber loop for the South Plant
vii. Coordination with others for design of the concentrate discharge and outfall design services project
viii. Possible decommissioning of the existing media filters, dependent on direction from the City.
ix. Possible conversion of the existing filter building or EDR building to office space, dependent on direction from the City. The scope of design for this conversion includes:
    1. Demolition of equipment
    2. Architectural design of the interior, including lighting plan
    3. Building mechanical design of the HVAC systems
x. Possible conversion of existing administration building and laboratory, dependent on direction from the City, including:
    1. Migration of existing laboratory equipment to the new membrane building, as much as is feasible
    2. Conversion of the existing laboratory space to administrative space
    3. Architectural design of the interior
xi. Coordination with the local fire department to verify turning radii of driveways, hydrant placement, and other considerations

2. GENERAL REQUIREMENTS

a. Specific design goals shall be obtained from the City of Sherman and the City's Program Manager, Pape-Dawson Engineers (P-D). Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval.
b. Consultant shall coordinate with other Consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
c. 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.
d. Communications and Reporting:
    i. Communication and Reporting shall follow the requirements set forth in the Program Management Plan provided by City's Program Manager, Pape-Dawson Engineers, for the Major Infrastructure Improvements Program.
    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, followed by Project Schedule updates 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.

e. Consultant shall copy the City's Program Manager, Pape-Dawson Consultants, on communication and reporting related to this project and any related projects or sub-projects that are part of the Major Infrastructure Improvements Program.

3. TASK SUMMARY, BASIC SERVICES

a. Project Management

Consultant will manage all efforts of the project team, individual team members, and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules consistent with the requirements of the Program Manager, Pape-Dawson Engineers.

i. Project Management and Quality Control/Assurance Plan
   1. Consultant will update the Project Management Plan (PMP) from the original contract for internal use. This will include the development of a detailed schedule to communicate key deadline to the design teams. Consultant will also update the Quality Control/Assurance Plan and perform internal Quality Assurance/Quality Control (QA/QC) reviews of all major deliverables.
   2. Consultant will prepare monthly invoices and progress reports for the additional six (6) months added by this amendment.

ii. City's Program Manager Coordination
   1. Consultant will provide the following documentation as requested by the City's Program Manager:
      a. Monthly invoices and progress reports in the templates provided by the City's Program Manager
      b. Monthly cash flow diagrams
      c. Monthly schedule updates
      d. Decision Log items as needed
      e. Permit Log items as needed
      f. Risk Register items as needed
   2. Six (6) additional months are added by this amendment. Twenty-one (21) months of enhanced reporting (as described in the General Requirements) that were conducted during the original contract period are now included.

b. Package 2 Preliminary Design

i. Preliminary (30%) Design Documents

1. Upon approval of the Conceptual Design by the City, Consultant will commence the Preliminary Design phase.
2. The preliminary design phase will represent approximately 30 percent of final construction documents. The preliminary design will be based upon the conceptual design as agreed to by the City. The preliminary design phase submittal will include a submittal of preliminary plans and an opinion of probable construction cost. This submittal will not include technical specifications or "front end" contract documents. Consultant will not begin final design until the preliminary design is approved by the City in writing. Preliminary design will include:
3. Preliminary Design Report
    a. Opinion of Probable Construction Cost
    b. Preliminary Drawings
    c. Equipment Data Sheets and Manufacturer Information
4. Consultant anticipates the preliminary design drawings will include a site plan, yard piping plan, hydraulic profile, demolition details, preliminary process and instrumentation diagrams (P&IDs), preliminary layouts of the proposed improvements such as liquid treatment process units, associated equipment, major piping and valves, and preliminary electrical one-line diagrams.
5. A Preliminary Design Report (PDR) will detail the following:
    a. Process design criteria
    b. Equipment data sheets and approved manufacturer list
    c. Lead times for major equipment
    d. Corrosion evaluation (would apply to both the North and South plants)
    e. Specification Table of Contents
    f. Piping schedule
    g. Construction sequencing
    h. Draft control narratives
6. The Equipment Data Sheets and Manufacturer Information section will provide information on the major items of process equipment selected for the plant based on Consultant's experience and City preference. Equipment data sheets that summarize operating conditions and key components will be provided along with manufacturer catalog information.
7. Consultant will conduct weekly, internal meetings to discuss project objectives and directives.
8. Consultant will lead and participate in a Preliminary Design Workshop. The workshop will be held at the City's location and major items of discussion will include:
    a. Review and refinement of process design criteria.
    b. Review and refinement of preliminary P&IDs and preliminary selection of instrumentation.
    c. Review and refinement of preliminary electrical one-line drawings.

d. Review and refinement of preliminary SCADA design approach and system architecture.
e. Review and refinement of the preliminary site plan, hydraulic profile, and facilities layouts.
f. Review and preliminary selection of major equipment items.
g. Review of proposed construction sequencing.
h. Process Control and SCADA workshop module.

9. As part of the Preliminary Design Workshop, Consultant will conduct an O&M focused discussion to determine process control parameters and equipment preferences. The WTP staff preferences will be documented within the preliminary design documents. The O&M discussion and SCADA integration discussions will be a component module of the Preliminary Design Workshop in this scope of work.
10. Consultant will prepare copies of the Preliminary Design Submittal (both hard and pdf electronic files) and submit for review by City. Consultant anticipates two weeks for City review and comment time once the Preliminary Design submittal is delivered.
11. Consultant will prepare and transmit a written documentation of "mutually agreed to" responses to the City's review comments of the Preliminary Design Documents.
12. As part of the Preliminary Design Phase, Consultant will:
    a. Coordinate with TCEQ virtually on project status and design criteria, specifically regarding the acceptability of applying the approval of the previous membrane pilot study results to Package 2.
    b. Submit the Preliminary Design Report to TCEQ for review.
    c. Coordinate with the City's input, any responses to TCEQ review comments.

ii. Geotechnical Services
1. Consultant will conduct geotechnical evaluations of up to seven (7) borings of 30-foot depth to determine structural recommendations for the construction of the Package 2 structures.

iii. Summary of Deliverables
1. Draft Preliminary Design Report – one (1) electronic (pdf) copy to the City
2. Preliminary Design Drawings – one (1) electronic (pdf) set and one (1) full-sized (24" x 36") set to the City, and one (1) half-sized (11"x17") hard copy set to TCEQ
3. Final Preliminary Design Report – one (1) electronic (pdf) copy to the City, and one (1) electronic copy and one (1) hard copy to TCEQ

iv. Summary of Meetings
1. Bi-Weekly Progress Meetings – Virtual meetings with up to ten (10) Consultant members attending
2. Preliminary Design Workshop – In-person workshop with up to ten (10) Consultant members attending

c. Package 2 Disinfection Testing

i. TCEQ Coordination
   1. During the Preliminary Design phase, Consultant will draft a letter to notify TCEQ of the proposed pilot testing and respond to TCEQ questions.

ii. Chlorine Dioxide Procurement and Testing Assistance
   1. Consultant will determine the capacity of the chlorine dioxide generator needed.
   2. Consultant will assist in identifying the location for the temporary generation and feed equipment.
   3. Consultant will coordinate with one (1) equipment supplier to assist the City in acquiring a temporary chlorine dioxide generator. It is assumed that the equipment supplier will provide the generator without signing a contract during the validation test period. It is assumed that City staff will install the generator and piping connections.
   4. Consultant will assist with one day of start-up.
   5. Once the temporary chlorine dioxide generator is operational, Consultant will monitor the data that is collected by City staff.
   6. Upon completion of the validation test period, Consultant will develop a test report, which will be incorporated into the Preliminary Design Report and issued to TCEQ. If successful and agreed to by the City, the permanent design will then be incorporated into the final design.

iii. Chloramine Pretreatment Full Scale Demonstration Testing
   1. Consultant will determine the dosage rates for chloramine.
   2. Consultant will determine the chemical feed line rerouting for the chloramine feed.
   3. It is assumed that the City staff will install piping to the discharge point.
   4. Consultant will monitor the data that is collected by City staff. If successful and agreed to by the City, the permanent design will then be incorporated into the final design.

iv. Summary of Deliverables
   1. Pilot Testing Proposal Letter – one (1) electronic (pdf) copy to TCEQ and the City
   2. Chlorine Dioxide Test Report – one (1) electronic (pdf) copy to TCEQ and the City
   3. Chloramine Pretreatment Memorandum – one (1) electronic (pdf) copy to TCEQ and the City

v. Summary of Meetings
   1. Start-Up Assistance – In-person site visit with up to three (3) Consultant members attending up to eight (8) hours

d. Package 2 Final Design (60%, 90%, 100%)

i. Final Design Documents
   1. Upon approval of the Preliminary Design by the City, Consultant will commence the Final Design phase.

2. During the final design phase of the project, Consultant will conduct final designs to prepare construction plans and specifications, including final construction details and quantities, special provisions, and opinion of probable construction cost. These will be developed in accordance with the phasing plan detailed at the introduction of this scope.
3. The final design phase is anticipated to have three major submittals: a 60%, 90%, and 100%. The contract documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by City to competitively bid the work.
4. Consultant's standard contract forms including documents from the Engineers Joint Contract Documents Committee (EJCDC), 2018 edition, will be used, along with Consultant's standard drawing format and technical specifications. Front-end documents and Division 01 specifications will be included.
5. At each design phase (60%, 90%, 100%), Consultant update the OPCC.
6. Consultant will review potential construction sequencing and the overall approach to project implementation to minimize disruption of the plant operation during construction. This review will occur at the design submittal workshops.
7. Consultant will submit electrical designs to equipment manufacturers to solicit review and approval of the power correction and surge protection designs.
8. Consultant will conduct weekly, internal meetings to discuss project objectives and directives.
9. Consultant will conduct bi-weekly progress meetings. These will include progress updates and more detailed technical discussions as needed.
10. Consultant will lead review workshops for the 60% and 90% design phases. These workshops will be held to solicit comments and feedback from the City.
11. The Process Control and SCADA workshop will be a component module of the 60% Design Workshop. The purpose of this module will be to coordinate the City's desired method and level of process control and remote operation capabilities.
12. The Preliminary Design Workshop module will include an overview of the current and proposed SCADA system architecture along with a basis of design for expected improvements. The City's IT staff, WTP's Operations staff, WTP's Maintenance staff, and City's Integrator may attend as needed. The 60% Design Workshop module will include a review of the Preliminary Design Workshop module action items, an update regarding the proposed SCADA system components, advanced design concepts, the path forward to completion of the project, and programming services.

ii. Concentration-Time (CT) Study Update and Regulatory Review and Coordination

1. Consultant will develop a revised CT profile based on previous CT studies conducted by the City. Consultant will develop the proposed CT profile to reflect the following:
    a. Decommissioning of the conventional (10 MGD) plant
    b. Construction of a new 15 MGD south membrane plant
    c. Rerouting of the existing yard piping for the effluent of the north membrane building
2. Consultant will submit the revised CT profiles for approval along with submittal of the 90% complete documents to TCEQ for regulatory compliance review and comments.
3. Consultant will coordinate and develop responses to regulatory review comments as directed by City.
4. In addition to the CT Study document, Consultant will document the capacity of each process unit within the WTP in a technical memorandum in order to justify the plant re-rating to TCEQ.

iii. Summary of Deliverables

1. The 60% design submission will include all information from the 30% drawings with City review comments incorporated as well as structural details, electrical schematics and diagrams, standard details, all process details, and technical specifications. The 60% design submission will include all information from the 30% drawings with City review comments incorporated as well as any final details required. The deliverables for this phase are as follows:
    a. 60% design drawings – One (1) electronic (PDF) set and one (1) full-sized (24" x 36") set to the City
    b. 60% technical specifications with front-end documents – One (1) electronic (PDF) to the City
    c. 60% OPCC – One (1) electronic (PDF) to the City
2. The 90% design submission will include all information from the 60% drawings with City review comments incorporated as well as structural details, electrical schematics and diagrams, standard details, all process details, and technical specifications, as well as any final details required. The 90% design submission will include all information from the 60% drawings with City review comments incorporated as well as any final details required. The deliverables for this phase are as follows:
    a. 90% design drawings – One (1) electronic (PDF) set and one (1) full-sized (24" x 36") set to the City
    b. 90% technical specifications with front-end documents – One (1) electronic (PDF) to the City
    c. 90% OPCC – One (1) electronic (PDF) to the City
    d. 90% design drawings – One (1) electronic (PDF) copy and one (1) half-sized (11"x17") hard copy to TCEQ

e. Plant Capacity and Rating Technical Memorandum and CT profile – One (1) electronic (PDF) copy to TCEQ and to the City

3. The 100% design submission will include all information from the 90% drawings with City review comments incorporated. The deliverables for this phase are as follows:
    a. 100% design drawings – One (1) electronic (PDF) copy to the City
    b. 100% design technical specifications with front-end documents – One electronic (PDF) to the City
    c. 100% OPCC – One (1) electronic (PDF) to the City

iv. Summary of Meetings

1. Bi-Weekly Progress Meetings – Virtual meetings with up to ten (10) Consultant members attending
2. 60% Design Workshop – In-person workshop attended by up to five (5) Consultant members
3. 90% Design Workshop – In-person workshop attended by up to five (5) Consultant members

e. Package 2 Bid Phase Services

i. Construction Package Bidding Support Services

1. Upon receipt of the design approval letter from TCEQ and approval to advertise from the City, Consultant will commence the Bid Phase Services.
2. The bidding period for prospective bidders of the Construction Package 2 construction package is assumed to be a 60-day duration period. During the bidding period phase of the project, Consultant will:
    a. Prepare and submit Advertisement for Bids to Greater Texoma Utility Authority (GTUA) per their requirements. GTUA will submit the advertisement to newspapers and will pay advertising costs outside of this contract.
    b. Post advertisement for bids, construction contract documents, and any associated information to Consultant's online plan room for download by prospective bidders (at an appropriate cost for handling).
    c. Support the contract documents by preparing addenda as appropriate and posting on Consultant's online plan room.
    d. Respond to questions submitted on Consultant's online plan room as appropriate.
    e. Prepare conformed construction documents to reflect the adjustments during the bid phase.
    f. Conduct one pre-bid meeting.
    g. Prepare a pre-bid meeting agenda. Following City authorization, post the pre-bid meeting presentation with attendance record on Consultant's online plan room.

h. Conduct a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.
i. Host, attend, and manage the bid opening process.
j. Prepare bid tabulation.
k. Evaluate bids and recommend award.
l. Attend and participate in reporting recommendation of award to City Council.
m. Prepare construction contracts.
n. Distribute as required to state agencies and funding agencies.

ii. Summary of Deliverables
1. Bid packages – One (1) electronic (PDF) copy uploaded to Consultant's online plan room
2. Conformed documents – A total of four (4) full-sized (24" x 36") sets and six (6) half-sized (11" x 17") sets to the contractor and to the City, as well as electronic (PDF) copies
3. Recommendation of Award Letter – One (1) electronic (PDF) copy

iii. Summary of Meetings
1. Pre-Bid Meeting –In-person meeting with up to three (3) Consultant members attending
2. Bid Openings – In-person meeting with two (2) Consultant members attending
3. City Council Meetings –In-person meeting with up to two (2) Consultant members attending

f. Package 1 Regulatory Coordination

i. Revision of Concentration-Time (CT) Study
1. Upon reaching 90% completion of construction, Consultant will revise the plant's CT study and submit to TCEQ's Corrosion Control and Disinfection Protocol Team.
2. The revised CT Study will include any change orders approved during construction.
3. Consultant will respond to questions from TCEQ during the review period.
4. TCEQ's approval of the revised CT Study must be provided prior to placing the new membrane filters into production.

ii. Texas Optimization Program (TOP) Onsite Evaluation
1. Upon completion of construction but prior to startup, Consultant will contact TCEQ's Texas Operation Program (TOP) within the Water Supply Division to schedule an onsite evaluation of the plant.
2. Consultant will attend the onsite evaluation and provide responses to TCEQ to facilitate completion of the Membrane Treatment Plant Checklist.
3. Should TCEQ require redesign of any portion of the system based on the onsite evaluation, this redesign will be considered Extra Work and subject to negotiation of the associate scope and fee as part of a contract amendment.

4. TCEQ's approval of the system based on the TOP onsite evaluation must be provided prior to startup of the system.

iii. Commissioning Data Submission

1. Upon completion of construction, Consultant will monitor the commissioning data that is collected by City staff and ensure that the data satisfies the *Conventional Surface Water Plant Use (Step 2)* checklist provided by TCEQ.
2. Consultant will assist City's staff in organizing the collected data and submitting to TCEQ.
3. Consultant will respond to questions from TCEQ during the review period.
4. TCEQ's approval of the commissioning data must be provided prior to sending produced water to the distribution system.

iv. Preliminary Design Report Update

1. Upon completion of construction, Consultant will develop an addendum to the previously submitted Preliminary Design Report. This addendum will be submitted to TCEQ's Plan Review Team and will include the following data:
    a. Initial baseline performance of the plant including the net driving pressure, normalized permeate flow, salt rejection (or salt passage)
    b. Frequency of cleaning or membrane replacement based on a set time interval or a set point relative to baseline performance of the units
    c. Verification of the model's accuracy (if modeling is used as the basis for the design)
    d. Verification of plant capacity
    e. Complete physical and chemical analysis of the raw water, membrane system effluent water, and post-treatment water
    f. Calculations for sizing feed pumps and chemical storage tanks
    g. Final blending report showing compliance to all maximum contaminant levels (MCL) and secondary contaminant level (SCL)
2. Sampling Plan and Testing Protocol
    a. To support the physical and chemical water analysis, Consultant will develop a Draft Sampling Plan and Testing Protocol to advise the City staff in collecting the necessary samples and instruct the third-party laboratory in testing the samples.
    b. Consultant will incorporate comments from the City and the laboratory into a Final Sampling Plan and Testing Protocol.
    c. It is assumed that the City staff will collect all samples and pay for the testing.
    d. It is assumed that the laboratory will provide transportation of the samples to the laboratory.

v. Summary of Deliverables

1. Revised CT Study – One (1) electronic (PDF) copy to TCEQ and to the City
2. Commissioning Data Submittal – One (1) electronic (PDF) copy to TCEQ and to the City
3. Draft Sampling Plan and Testing Protocol – One (1) electronic (PDF) copy to the third-party laboratory and to the City
4. Final Sampling Plan and Testing Protocol – One (1) electronic (PDF) copy to the third-party laboratory and to the City

vi. Summary of Meetings
1. TOP Onsite Evaluation – In-person site evaluation with up to five (5) Consultant members attending

g. Extra Work

i. The following items are not included under this agreement but will be considered as extra work:
1. Any survey services.
2. Any geotechnical services.
3. Bidding services beyond those listed above.
4. Any construction phase services, including the disposal or sale of existing EDR equipment and electrical power study.
5. Any improvements facilities outside of the WTP property.
6. Design of the terminal storage reservoir or associated pumping systems.
7. Development of an Environmental Information Document.
8. Assessments of equipment or structures.
9. Assessment of hazardous materials (e.g., asbestos, black mold, etc.) will not be included in the structural assessment.
10. Assessments of other discipline categories, including but not limited to mechanical, electrical, and process operation.
11. Submittals or deliverables in addition to those listed herein.
12. Redesign for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
13. Construction materials testing.
14. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
15. Development of or updates to a utility rate study.
16. Development of or updates to a water conservation plan.
17. Development of or updates to a drought management plan.

ii. Extra Work will be as directed by the City in writing for an additional fee as agreed upon by the City and Consultant.

4. 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:

i. No additional services are anticipated for this scope of work.

The Consultant's Fees under the Original Agreement shall be increased in amounts not to exceed the following:

1. Project Management .....$218,576 (Lump Sum)
2. Package 2 Preliminary Design .....$3,457,261(Lump Sum)
3. Package 2 Disinfection Testing .....$220,094 (Lump Sum)
4. Package 2 Final Design.....$9,704,583 (Lump Sum)
5. Package 2 Bid Phase Services.....$394,307 (Lump Sum)
6. Package 1 Regulatory Coordination .....$266,548 (Lump Sum)

TOTAL FEE INCREASE (NOT TO EXCEED): $14,261,369

TERM

1. Completion dates for each task under this Amendment No. 1 shall be as follows:
    a. Project Management .....June 2024
    b. Package 2 Preliminary Design .....May 2023
    c. Package 2 Disinfection Testing .....March 2024
    d. Package 2 Final Design.....March 2024
    e. Package 2 Bid Phase Services.....June 2024
    f. Package 1 Regulatory Coordination .....March 2024

[Rest of page left intentionally blank]

This Amendment No. 1 shall be effective on the date it is executed by the last party to execute it. The CITY and CONSULTANT hereby agree to amend the amount of the Consultant's Fees as follows:

Consultant shall be compensated on the following basis:

1. Original Agreement $1,915,559
2. Amendment No. 1 ..... $14,261,369

CONTRACT TOTAL (NOT TO EXCEED): $16,176,928

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Original Agreement.

[Rest of page left intentionally blank]

EXECUTED in on behalf of CONSULTANT as shown below, and on behalf of the CITY by its City Manager (thereunto duly authorized) this 12 day of May, 2023.

CITY:
CITY OF SHERMAN, TEXAS

Robby Hefton, City Manager

CONSULTANT:
GARVER, LLC

Lance Klement, P.E.
North Texas Water Team Leader

ATTEST:

Linda Ashby
City Clerk

ATTEST:

APPROVAL RECOMMENDED:

Wayne E. Lee, P.E., CFM / Director Engineering

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

BY:

Ryan D. Pittman
City Attorney

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Lance Klement of Garver, LLC known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Garver, LLC, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of April, A.D. 2023.

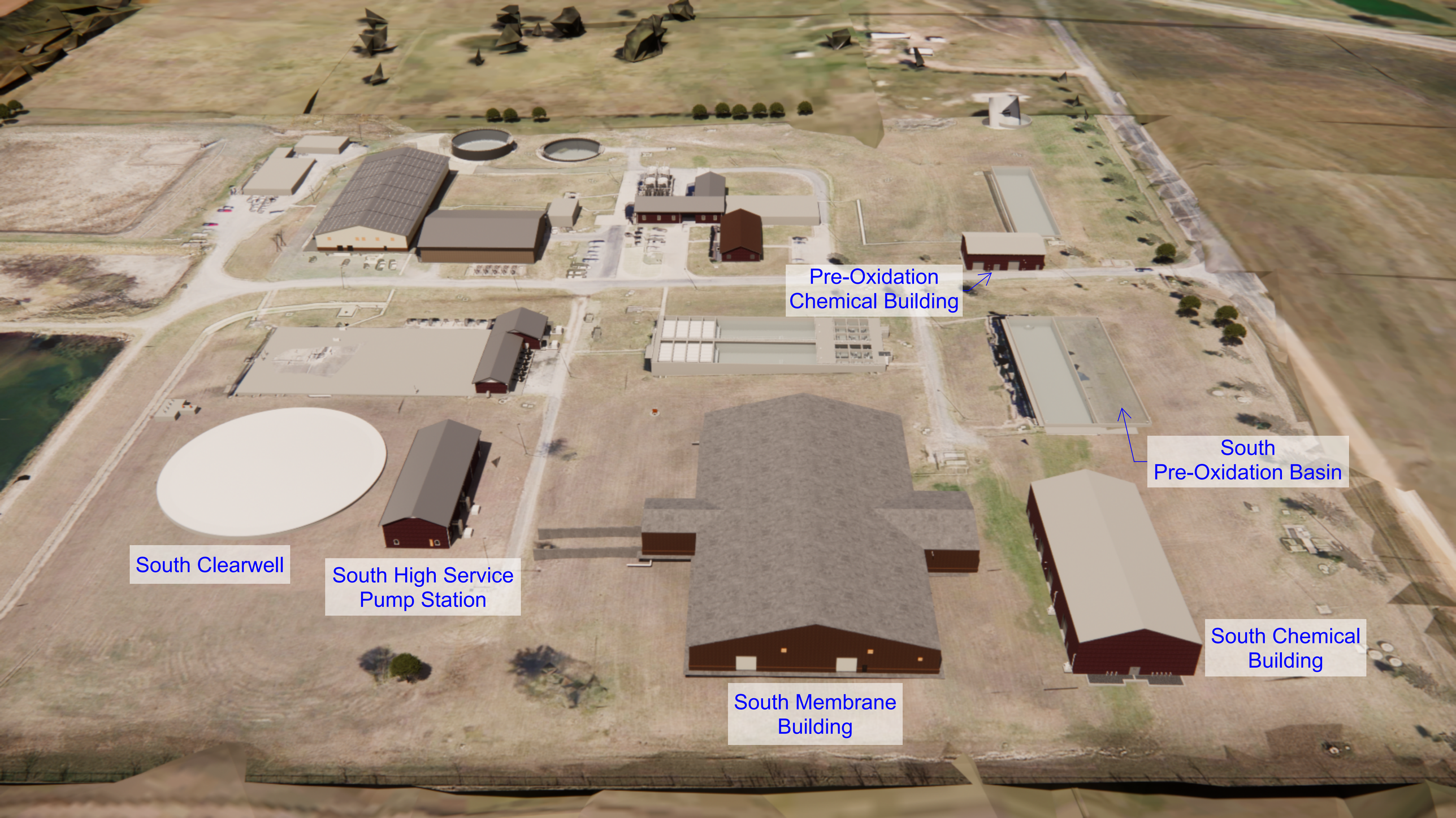
JANET S. COMPTON
Notary Public, State of Texas
Comm. Expires 06-26-2025
Notary ID 6435592

Janet Compton

Notary Public In and For Collin County, Texas

My Commission Expires:

6/26/2025


Pre-Oxidation
Chemical Building
South
Pre-Oxidation Basin
South Clearwell
South High Service
Pump Station
South Membrane
Building
South Chemical
Building

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 8.**

Meeting Date: 11/06/2023

Prepared By: Tom Pruitt, Utility Engineer

Caption:

RESOLUTION NO. 7212

Approving the Greater Texoma Utility Authority's Intention to Award Preselection of Equipment to Various Companies for the South Wastewater Treatment Plant - MBR Project

Issue:

Approving the Greater Texoma Utility Authority's Intention to Award Preselection of equipment to various companies for the South Wastewater Treatment Plant - MBR Project

Background:

In an effort to obtain long lead time equipment to be able to be incorporated into construction, various equipment was advertised for pre-selection. This equipment was reviewed by the City's engineers and found to meet their specifications. The equipment will be procured by the Construction Manager at Risk (CMAR) for the South Wastewater Treatment Plant - MBR.

Origination:

Engineering Department

Financial Consideration:

Funding needed for these three pre-procurment items is $1,958,100.00 and will be provided through the Greater Texoma Utility Authority 2023A Open Market bonds.

Staff Recommendation:

It is recommended that the City Council approve GTUA’s intention to Approving the Greater Texoma Utility Authority's Intention to Award Preselection of equipment to various companies for the South Wastewater Treatment Plant - MBR Project

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7212
Ad for bids
Pumps
Screens
Filters
Location Map

RESOLUTION NO. 7212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD PRESELECTION OF EQUIPMENT TO VARIOUS COMPANIES FOR THE SOUTH WASTEWATER TREATMENT PLANT – MBR PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to award the preselection of equipment to various companies in the amount of One Million Nine Hundred Fifty Eight Thousand One Hundred dollars and Zero Cents ($1,958, 100.00) for the for the south wastewater treatment plant MBR Project.

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 6th day of November 2023.

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

SECTION 00 01 20-PS
INVITATION TO BID FOR PRESELECTION OF EQUIPMENT PACKAGE 1

PUBLIC WORKS # 1513-U

Notice

Notice is hereby given that the City of Sherman, Texas (OWNER) will receive sealed Bids for the Preselection of Equipment Package 1 for the South Wastewater Treatment Plant – MBR Project until **October 17, 2023,** if date/time stamped on or before **2:30 p.m. CDT**. Selected equipment is to be procured by the Construction Manager at Risk (CMAR) for the following project:

CITY OF SHERMAN, TEXAS
SOUTH WASTEWATER TREATMENT PLANT – MBR

Equipment bid proposals are requested for the following:

a. Submersible centrifugal pumps;
b. Coarse screening equipment;
c. Cloth media disk filtration equipment.

A technically acceptable Bid with the lowest price that best meets the OWNER's required need shall be the basis for evaluation of the Bids.

The requirements of this Invitation and the Bid proposal provided by the selected Bidder will be incorporated into the Contract Documents for the Construction Project, and the CMAR will be required to provide this equipment based on those Contract Documents.

Bids must include all supporting documentation and information, drawings, technical data, and forms required. Each Bidder must provide a Bid with itemized quotation for an individual equipment package. Failure to provide the required information in strict accordance with the referenced sections and the documents required may result in your Bid being deemed non-responsive and disqualified from the selection process.

Any Bid received after the date and hour specified may be rejected and returned unopened to the Bidder. Bids must be addressed to:

Engineering Office
City of Sherman
City Hall
220 W. Mulberry St.
Sherman, Texas 75090

The preliminary equipment selection schedule is:

Event	Date
RFP advertised for Preselection of Equipment Package 1	September 25, 2023 (online) September 24 and October 8, 2023
Bids received and opened	October 17, 2023 at 2:30 PM CDT
Notification of selected Bidder	Anticipated October 24, 2023

Equipment bid amounts will be immediately opened and read aloud publicly following the close of the bidding period. Bids may be modified or withdrawn at any time prior to the time set for opening Bids. Following submittal and opening of the Bid proposals, the OWNER will review the Bid information to determine the selected Bidder.

Examination of Documents

Plans, specifications, and other contract documents are available at www.CivCastUSA.com. Bidders must register on this website to view and/or download documents for this project. There is NO charge to view or download documents.

Questions Regarding Bidding Process or Contract Documents

Any questions concerning the specifications or other bid documents must be submitted through the www.CivCastUSA.com Q&A portal. Questions must be received at least 7 calendar days prior to the submittal deadline.

END OF SECTION

1422-005-02

10/24/2023

Tom Pruitt, P.E.
Utility Engineer
City of Sherman City Hall 220 W. Mulberry St.
Sherman, TX 75090

Re: City of Sherman Public Works #1513-U
South Wastewater Treatment Plant – MBR Project
Preselection Equipment Package 3 – Submersible Pumps

Dear Mr. Pruitt:

On Tuesday October 17, 2023, three proposals from submersible pump manufacturers were received, opened, and read aloud for the above-referenced project. The pump manufacturers were all qualified to bid based on the specification requirements. A summary of the proposal amounts is given below:

Manufacturer	Equipment Proposal Cost
KSB	$884,974.00
Flygt	$710,711.00
ABS Sulzer	$414,126.00

Based on a review of the proposals and the determination of compliance with the technical specifications, Plummer recommends the City proceed with ABS Sulzer as the selected submersible pump equipment supplier. The bid tabulation is attached to this letter for reference.

Please contact me at 972-834-7580 with any questions. We look forward to continuing to work with you during the design and construction of this important project.

Sincerely,

PLUMMER ASSOCIATES, INC.

Sherri van der Wege, P.E.
Senior Project Manager

SLV/qmg
Enclosure
cc: Nathan Whiddon, City of Sherman, nathanw@cityofsherman.com
Mark Perkins, Mead and Hunt, mark.perkins@meadhunt.com
Colin Bunker, Kiewit, colin.bunker@kiewit.com

1320 S. University Drive, Suite 300
Fort Worth, Texas 76107
Phone 817.806.1700
Plummer.com
TBPE Firm No. 13

City of Sherman
South Wastewater Treatment Plant - MBR
Preselected Equipment Suppliers - Equipment Package 3
Bid Tabulation and Evaluation - Submersible Pumps (Influent Pump Station and RAS Pump Station)
Bids Opened: 10/17/2023 at 2:30pm CST

Bid Tabulation

Bid Tabulation Summary for the Influent Pump Station and RAS Pump Station Submersible Pumps for the City of Sherman South Wastewater Treatment Plant - MBR					
Item No.	Description	Unit	Quantity or Amount		
			KSB	Sulzer ABS	Flygt
1a	For all Work defined in the Bidding Documents to supply complete submersible centrifugal pumps (Section 43 25 00-PS).	$	$ 884,975.00	$ 414,126.00	$ 710,711.00
1b	Guaranteed 480V input power usage at primary design operation point for one influent lift station pump running 100% of the time.	kW	135	70.72 - 145.47	Not Provided
1c	Guaranteed 480V input power usage at primary design operation point for one return activated sludge pump running 100% of the time.	kW	30	29	Not Provided

1422-005-02

10/24/2023

Tom Pruitt, P.E.
Utility Engineer
City of Sherman City Hall 220 W. Mulberry St.
Sherman, TX 75090

Re: City of Sherman Public Works #1513-U
South Wastewater Treatment Plant – MBR Project
Preselection Equipment Package 3 – Coarse Screens

Dear Mr. Pruitt:

On Tuesday October 17, 2023, one proposal from a coarse screen manufacturer was received, opened, and read aloud for the above-referenced project. The manufacturer was qualified to bid based on the specification requirements. A summary of the proposal amount is given below:

Manufacturer	Equipment Proposal Cost
Huber Technology, Inc.	$547,284.00

Based on a review of the proposal and the determination of compliance with the technical specifications, Plummer recommends the City proceed with Huber Technology, Inc. as the selected coarse screen equipment supplier. The bid tabulation is attached to this letter for reference.

Please contact me at 972-834-7580 with any questions. We look forward to continuing to work with you during the design and construction of this important project.

Sincerely,

PLUMMER ASSOCIATES, INC.

Sherri van der Wege, P.E.
Senior Project Manager

SLV/qmg

Enclosure

cc: Nathan Whiddon, City of Sherman, nathanw@cityofsherman.com
Mark Perkins, Mead and Hunt, mark.perkins@meadhunt.com
Colin Bunker, Kiewit, colin.bunker@kiewit.com

1320 S. University Drive, Suite 300
Fort Worth, Texas 76107
Phone 817.806.1700
Plummer.com
TBPE Firm No. 13

City of Sherman
South Wastewater Treatment Plant - MBR
Preselected Equipment Suppliers - Equipment Package 3
Bid Tabulation and Evaluation - Coarse Screens
Bids Opened: 10/17/2023 at 2:30pm CST

Bid Tabulation

Bid Tabulation Summary for the Influent Pump Station Coarse Screens for the City of Sherman South Wastewater Treatment Plant - MBR			
Item No.	Description	Unit	Quantity or Amount
			Huber
2	For all Work defined in the Bidding Documents to supply complete influent bar rake screens and washer compactors (Section 46 21 16-PS).	$	$ 547,284.00

1422-005-02

10/24/2023

Tom Pruitt, P.E.
Utility Engineer
City of Sherman City Hall 220 W. Mulberry St.
Sherman, TX 75090

Re: City of Sherman Public Works #1513-U
South Wastewater Treatment Plant – MBR Project
Preselection Equipment Package 3 – Cloth Media Disk Filters

Dear Mr. Pruitt:

On Tuesday October 17, 2023, bidding for cloth media disk filters was conducted for the above-referenced project. One bid proposal was received prior to the bid closing time and was opened and read aloud afterward. The manufacturer was qualified to bid based on the specification requirements. A summary of the proposal amount is given below:

Manufacturer	Equipment Proposal Cost
Aqua Aerobic Systems, Inc.	$996,690.00

Based on a review of the proposal and the determination of compliance with the technical specifications, Plummer recommends the City proceed with Aqua Aerobic Systems, Inc. as the selected cloth media disk filter equipment supplier. The bid tabulation is attached to this letter for reference.

Please contact me at 972-834-7580 with any questions. We look forward to continuing to work with you during the design and construction of this important project.

Sincerely,

PLUMMER ASSOCIATES, INC.

Sherri van der Wege, P.E.
Senior Project Manager

SLV/qmg

Enclosure
cc: Nathan Whiddon, City of Sherman, nathanw@cityofsherman.com
Mark Perkins, Mead and Hunt, mark.perkins@meadhunt.com
Colin Bunker, Kiewit, colin.bunker@kiewit.com

1320 S. University Drive, Suite 300
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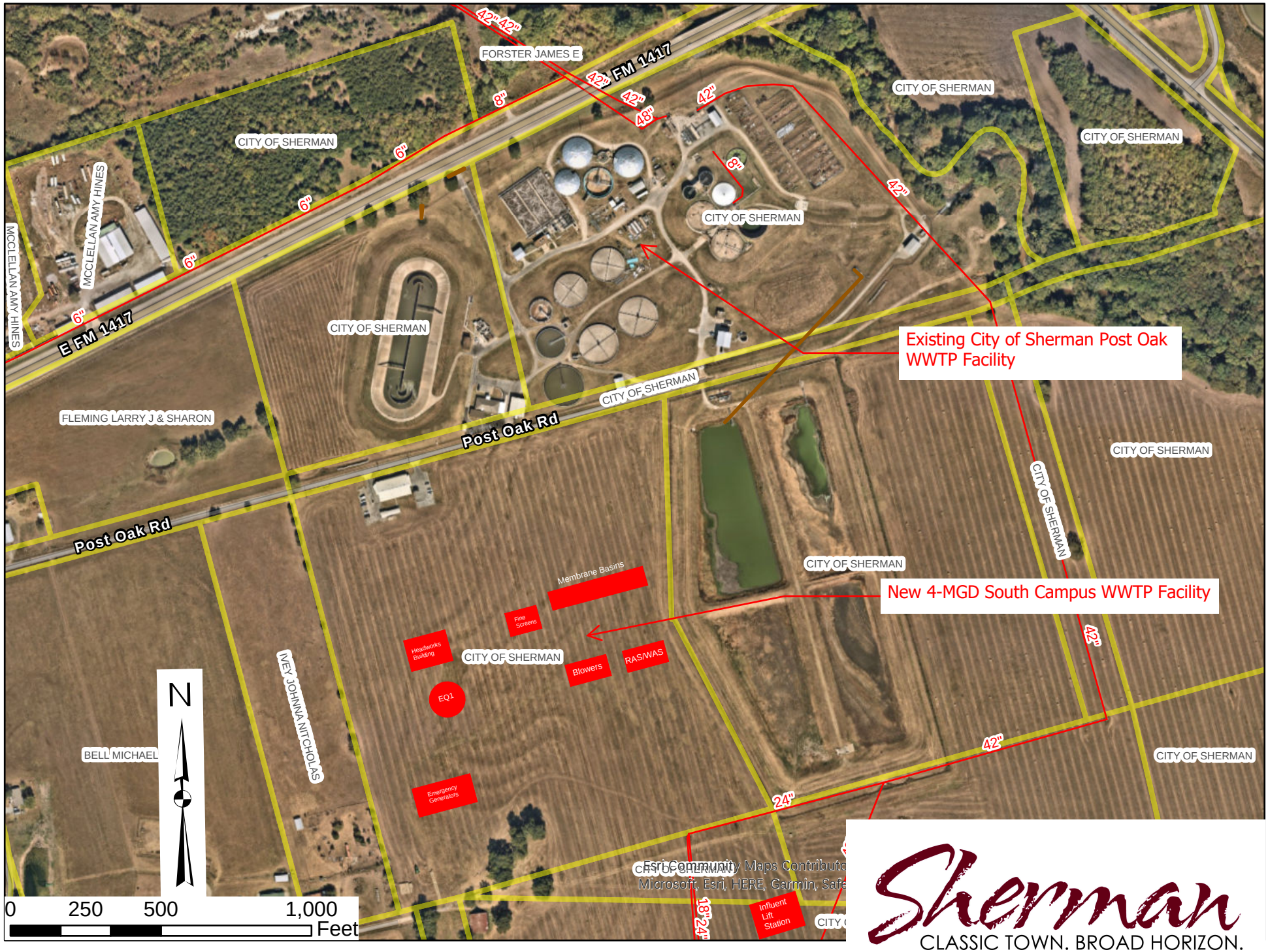
Phone 817.806.1700
Plummer.com
TBPE Firm No. 13

City of Sherman
South Wastewater Treatment Plant - MBR
Preselected Equipment Suppliers - Equipment Package 3
Bid Tabulation and Evaluation - Cloth Media Disk Filters
Bids Opened: 10/17/2023 at 2:30pm CST

Bid Tabulation

Bid Tabulation Summary for the Cloth Media Disk Filters for the City of Sherman South Wastewater Treatment Plant - MBR			
Item No.	Description	Unit	Quantity or Amount
			Aqua Aerobics
3	For all Work defined in the Bidding Documents to supply complete influent bar rake screens and washer compactors (Section 46 21 16-PS).	$	$ 996,690.00


Existing City of Sherman Post Oak WWTP Facility
New 4-MGD South Campus WWTP Facility
Membrane Basins
Fine Screens
Headworks Building
Blowers
RAS/WAS
EQ1
Emergency Generators
Influent Lift Station
FM 1417
E FM 1417
Post Oak Rd
MCCLELLAN AMY HINES
FORSTER JAMES E
FLEMING LARRY J & SHARON
BELL MICHAEL
IVEY JOHNNA NITCHOLAS
CITY OF SHERMAN
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48"
24"
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Microsoft, Esri, HERE, Garmin, Safe
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 9.**

Meeting Date: 11/06/2023

Prepared By: Wayne Lee, Director of Engineering

Caption:

RESOLUTION NO. 7213

Authorizing Execution of a Professional Services Agreement with H.W. Lochner, Inc. for Professional Design Services of the US 82 Ramp Reversal – FM 131 Left Turn Lanes Project

Issue:

To consider a contract for professional services with H.W. Lochner, Inc. for Professional Design Services for the US 82 Ramp Reversal – FM 131 Left Turn Lanes Project.

Background:

The proposed work to reverse the ramps along US 82 from east of FM 131 (N. Travis) to just east of FM 1417 (Heritage Parkway) to improve access along the corridor and relieve traffic from the FM 131 Intersection on the north side of US 82. This project will provide the design to reverse the ramps and provide for an off-ramp just west of FM 131 and reverse the ramp on the east side of the overpass of US 82 and FM 1417. TxDOT will advertise and construct the proposed project. Construction timing will be coordinated with development needs.

A second project included in this package, is the design of a 3-lane section from the north side of US 82 to past the current Murphy Dr intersection, along FM 131 (N Travis). This will help accommodate turning traffic onto Murphy Dr, in conjunction with the Heritage Ranch subdivision. The project will be advertised and constructed by TxDOT.

A third project in the package, is a schematic design at the intersection of North Creek and FM 131, for the addition of left turn lanes on FM 131. This is only a schematic analysis of the intersection to investigate options to aide in traffic flow during peak times.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is $408,156.00 and will be provided from the 2023 CO's.

Staff Recommendation:

H.W. Lochner, Inc. has a solid reputation with TxDOT roadway design and was determined to be the most qualified to perform these services. Staff has negotiated a reasonable fee for these services. It is recommended that the contract for professional services with H.W. Lochner, Inc. for the US 82 Ramp Reversal – FM 131 Left Turn Lanes be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7213
Professional Services Agreement
Location Map

RESOLUTION NO. 7213

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH H.W. LOCHNER, INC. FOR PROFESSIONAL DESIGN SERVICES OF THE US 82 RAMP REVERSAL – FM 131 LEFT TURN LANES PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with H.W. Lochner, Inc. for Design of the US 82 Ramp Reversal – FM 131 Left Turn Lanes Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of November 2023.

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

H. W. LOCHNER, INC.

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2023:

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

and Consultant: **H. W. Lochner, Inc.**
5767 Eagles Nest Blvd
Tyler, Texas, 75703
Telephone: (903) 581-7844

for the following Project: **3107 – US 82 Ramp Reversal – FM 131 Left Turn Lanes**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and H. W. Lochner, Inc., a Wisconsin 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 services for the US 82 Ramp Reversal – FM 131 Left Turn Lanes 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 a written amendment to this Agreement, may be authorized from time to time by City ("Amendment").

1.2.1 **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 this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

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 in an amount not to exceed Four Hundred Eight Thousand One Hundred Fifty-Six Dollars **($408,156.00)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.

3.3.1 **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.

3.3.2 **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.

3.3.3 **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.

3.2 **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:

3.3.1 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**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 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**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 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.

3.3.6 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	**$240**
Project Manager	**$220**
Senior Engineer	**$185**
Structural Engineer	**$185**
Project Engineer	**$155**
Design Engineer	**$136**
EIT	**$105**
Senior Engineer Tech	**$125**
Engineer Tech	**$95**
Admin/Clerical	**$75**
RPLS- Task Leader	**$125**
Senior Survey Technician	**$100**
Survey Technician	**$85**
2-Person Survey Crew	**$170**
3-Person Survey Crew	**$200**
Abstractor	**$70**

3.2 **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.

3.3 **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.

3.4 **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.

3.5 **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.

3.6 **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.

3.7 **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

3.8 **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 this Agreement. 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 $(4,265,237.68) due to the negligence or other fault 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.

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:

John B. Goodwin, PE
Senior Project Manager
Lochner
5767 Eagles Nest Blvd
Tyler, Texas, 75703
Telephone: (903) 581-7844
Email: jgoodwin@hwlochner.com

ARTICLE 12
MISCELLANEOUS

12.1 **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.

12.2 **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.

12.3 **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.

12.4 **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.

12.5 **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.

12.21 **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.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current 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 current fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined

therein.

12.24 **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.

12.25 **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

By: _____
Robby Hefton, City Manager

CONSULTANT:

H. W. Lochner, Inc.
a Wisconsin corporation

By: _____
Gregory G. Evans, P.E.
Vice President

APPROVED AS TO FORM:

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

STATE OF TEXAS §
§
COUNTY OF SMITH §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **GREGORY G. EVANS, P.E.**, 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 VICE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **H. W. LOCHNER, Inc.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12th DAY OF October 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 10-19-2023

T. M. FOSTER
Notary Public, State of Texas
Comm. Expires 10-19-2023
Notary ID 870212

I. PROJECT DESCRIPTION

Project 1:
Services include developing plans for a TxDOT letting to reverse WB ramps between FM 131 and FM 1417 on US 82 in Sherman. The project will tie to the entrance ramp under FM 131 being constructed under the US 75 Widening Project and continue west to become an exit ramp. This exit ramp will lead to an inside auxiliary lane on the WBFR for merging and weaving and continue along the WBFR and become an entrance ramp, merging on the US 82 WBMLs. Steep slopes between the FR and ML will need to be evaluated for possible shielding/retaining wall needs. Preliminary layouts will be developed along with cross section designs for addressing grade differentials.

Project #2:
Services will include developing plans for TxDOT letting to widening existing 24' pavement to 38' (2'-11'-12'-11'-2' section) within existing TxDOT ROW. The section for widening will be along the FM 131 corridor from US 82 to north of Murphy Lane. The left turn lane will accommodate left turns from northbound traffic on FM 131 onto Murphy Lane. Preliminary layouts will be developed to investigate widening on both sides of the road in narrow existing 60' of TxDOT ROW using storm drains and area inlets in remaining 11' wide side ditches.

Project #3:
Services will include developing Preliminary Design Layouts at North Creek Drive to widening existing 24' pavement to 38' (2'-11'-12'-11'-2' section) within existing TxDOT ROW. The widened section will provide for left turn lanes at FM 131 and North Creek Drive for traffic on FM 131 to turn left onto North Creek Drive. Preliminary layouts will investigate widening on the west side to accommodate existing traffic signals and signal cabinet on east side.

GENERAL REQUIREMENTS

A. Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards and TxDOT design criteria and 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.
viii Attend additional project coordination meetings, if needed.

II. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase

a. Prepare preliminary engineering review drawings (1"=20' to 1"=200' scale [1"=100' Typical], 11"x17" sheets) to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects and cross-sections at all driveways. 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 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. 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"=20' to 1"=200' scale [1"=100' scale typical], 11"x17" sheets), and applicable City standard details.

c. Prepare preliminary supporting paperwork and estimate for TxDOT letting.

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

a. Prepare final engineering review drawings that address all comments from the intermediate review.

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 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.

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. Consultant will prepare all documents in accordance with TxDOT's PS&E bidding requirements. TxDOT will advertise, open, review, and manage the construction of the improvements.

b. Prepare bid set drawings, specifications, estimate and required bid documents necessary for a TxDOT letting.

E. Construction Phase Services

a. Omitted, TxDOT providing construction management services for the City.

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 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.

III. 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. (None)

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A.	PROJECT #1 – Surveying Services (Expected Completion Date: February 2024)	$38,432.20
B.	PROJECTS #2 and #3 - Surveying Services (Expected Completion Date: February 2024)	$36,840.20
C.	PROJECT #1 - Project Management & Preliminary Design (Expected Completion Date: April 2024)	$56,860.30
D.	PROJECT #2 - Project Management & Preliminary Design (Expected Completion Date: April 2024)	$38,451.00
E.	PROJECT #3 - Project Management & Preliminary Design (Expected Completion Date: April 2024)	$60,566.00
F.	PROJECT #1 - Project Management & Intermediate Design (Expected Completion Date: July 2024)	$56,860.30
G.	PROJECT #1 - Project Management & Final Design (Expected Completion Date: October 2024)	$48,737.40
H.	PROJECT #2 - Project Management & Intermediate Design (Expected Completion Date: November 2024)	$38,451.00
I.	PROJECT #2 - Project Management & Final Design (Expected Completion Date: January 2024)	$32,958.00

Total Basic Services (Lump Sum) ***$408,156.40***

1. Files shall be provided 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.

Text should not be smaller than 0.08" on a full size sheet, and should be a font such at 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

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.

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.

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

X	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
X	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

X 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.

X 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.

X 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.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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.**

H. W. Lochner, Inc.

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 Greg Evans
Signature of vendor doing business with the governmental entity

October 12, 2023
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1084727

Date Filed:
10/18/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
H. W. Lochner, Inc.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
The City of Sherman

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
#3107
Professional Engineering Design Services associated with the proposed US 82 Ramp Reversal project and the FM 131 Widening N. of Sherman, TX.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Shen, Michael	Chicago, IL United States	X	
Ruben, Greg	Chicago, IL United States	X	
Ruhl, Terry	Chicago, IL United States	X	
Friese, Karen	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Gregory G. Evans, and my date of birth is 9/21/66.

My address is 14296 E. Ridge Rd. (street), Arp (city), TX (state), 75750 (zip code), U.S. (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Smith County, State of Texas, on the 18th day of Oct. (month), 2023 (year).

Greg Evans
Signature of authorized agent of contracting business entity
(Declarant)

Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

House Bill 89, adopted by the 85th Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)

I, the undersigned agent for the company named below, verify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

COMPANY NAME: H. W. Lochner, Inc.

Signature of Company Official: Greg Evans

Date Signed: 10/18/2023

Printed name of company official signing above: Gregory G. Evans, P.E.

Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

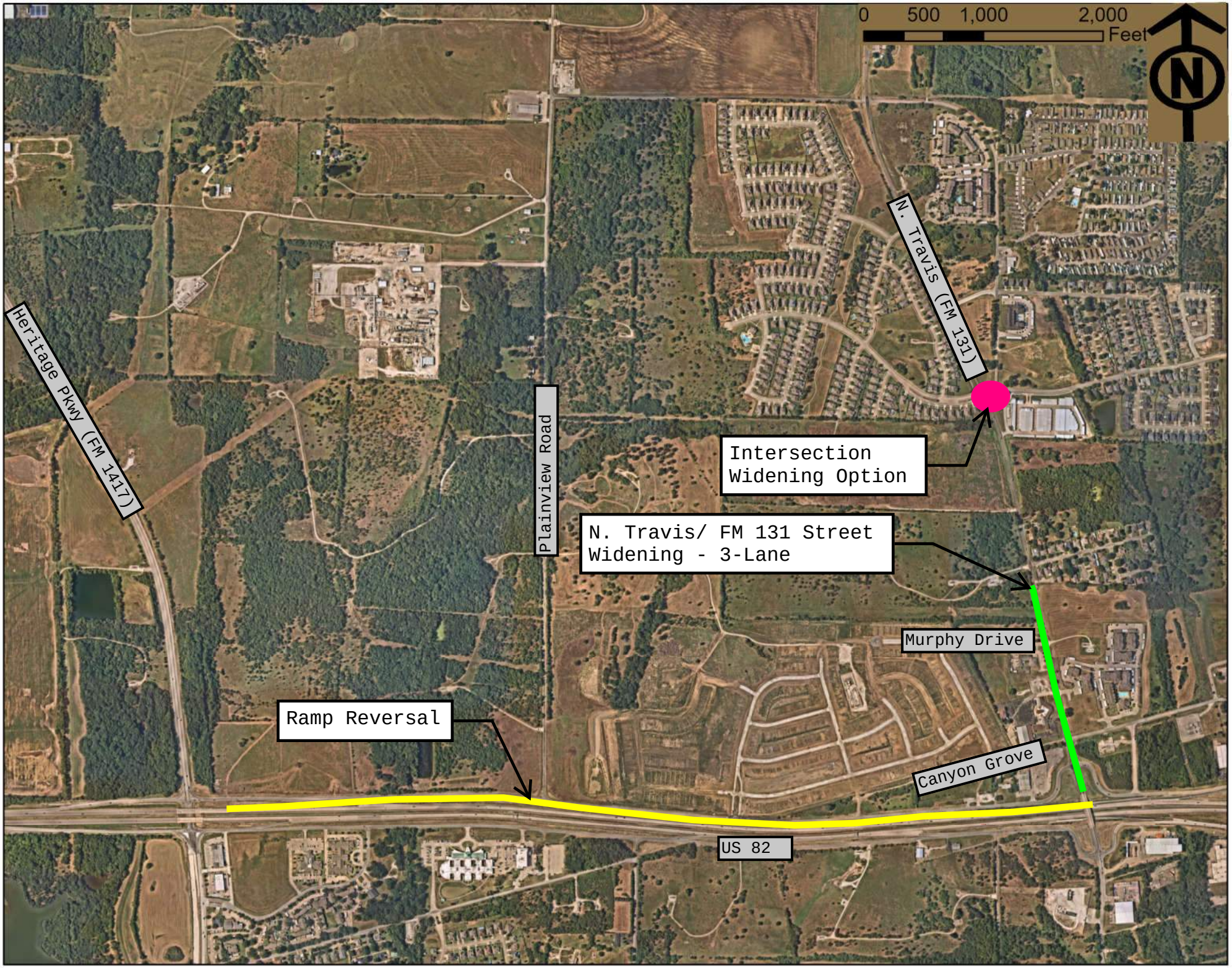
COMPANY NAME: H. W. Lochner, Inc.

FEDERAL TAX ID or SOCIAL SECURITY No.: Fed. Tax ID # 1362338811600

Signature of Company Official: Greg Evans

Printed name of company official signing above: Gregory G. Evans, P.E.

Date Signed: 10/18/2023


0 500 1,000 2,000
Feet
N
Heritage Pkwy (FM 1417)
Plainview Road
N. Travis (FM 131)
Intersection Widening Option
N. Travis/ FM 131 Street Widening - 3-Lane
Murphy Drive
Canyon Grove
Ramp Reversal
US 82

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 10.**

Meeting Date: 11/06/2023

Prepared By: Linda Ashby, City Clerk

Caption:

**** RESOLUTION NO. 7214***

Repealing Resolution No. 5759; Providing for the Exempting of Certain Vehicles from the Inscription Requirement Under Section 721.005 of the Texas Transportation Code: Authorizing the City Manager or his Designee to designate Exempt Automobiles and Take All Necessary actions Related Thereto

Issue:

Repealing Resolution No. 5759; Providing for the Exempting of Certain Vehicles from the Inscription Requirement Under Section 721.005 of the Texas Transportation Code: Authorizing the City Manager or his Designee to designate Exempt Automobiles and Take All Necessary actions Related Thereto

Background:

Section 721.004 of the Texas Transportation Code provides that all motor vehicles and heavy equipment owned by a municipality must be inscribed with the name of the municipality along with the title of the department or office having custody of the vehicle. Section 721.005 of the Texas Transportation Code provides that the governing body of a municipality may exempt automobiles owned by the municipality from this inscription requirement if those vehicles are used in the performance of official duties by a municipal police department, municipal employee(s) who serve as a magistrate as defined by Article 2.09 of the Code of Criminal Procedure, code enforcement officers designated to enforce environmental criminal laws, the fire marshal, arson investigators or municipal employees conducting an investigation involving fraud or other mismanagement within the municipality. Adoption of this resolution is required to make updates to the information set forth in Resolution No. 5759, adopted on April 1, 2013.

Origination:

City Clerk's Office

Financial Consideration:

None

Staff Recommendation:

To approve this Resolution.

Attachments

Resolution No. 7214

RESOLUTION NO. 7214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING RESOLUTION NO. 5759; PROVIDING FOR THE EXEMPTION OF CERTAIN VEHICLES FROM THE INSCRIPTION REQUIREMENT UNDER SECTION 721.005 OF THE TEXAS TRANSPORTATION CODE; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO DESIGNATE EXEMPT AUTOMOBILES AND TAKE ALL NECESSARY ACTIONS RELATED THERETO; PROVIDING FOR AN EFFECTIVE DATE; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Section 721.004 of the Texas Transportation Code provides that all motor vehicles and heavy equipment owned by a municipality must be inscribed with the name of the municipality along with the title of the department or office having custody of the vehicle; and

WHEREAS, Section 721.005 of the Texas Transportation Code provides that the governing body of a municipality may exempt automobiles owned by the municipality from this inscription requirement if those vehicles are used in the performance of official duties by a municipal police department, municipal employee(s) who serve as a magistrate as defined by Article 2.09 of the Code of Criminal Procedure, code enforcement officers designated to enforce environmental criminal laws, the fire marshal, arson investigators or municipal employees conducting an investigation involving fraud or other mismanagement within the municipality; and

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that it is in the best interest of the citizens of the City of Sherman, Texas ("Sherman") to exempt certain automobiles owned by Sherman from the inscription requirement under Section 721.005 of the Texas Transportation Code as set forth below in order to facilitate legitimate investigative functions.

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

SECTION 1. That Resolution No. 5759, passed and approved on the 1st day of April 2013, is hereby repealed.

SECTION 2. That, pursuant to Section 721.005 of the Texas Transportation Code, automobiles owned by Sherman and operated by the following departments or employees in the performance of their official duties are exempt from the inscription requirement set forth in Section 721.004 of the Texas Transportation Code:

(a) Police Department;
(b) Employee(s) who serve as a magistrate as defined by Article 2.09 [on or after January 1, 2025, Article 2A.151] of the Code of Criminal Procedure, as it exists or may be amended;

(c) Code enforcement officers designated to enforce environmental criminal laws;
(d) Fire marshal;
(e) Arson investigators; and
(f) Employees conducting an investigation involving fraud or other mismanagement within the municipality.

SECTION 3. That the City Manager or his or her designee, including the Chief of Police and the City Clerk, is hereby authorized and directed to take all action necessary to implement this Resolution, including but not limited to, (a) designating those automobiles which from time to time qualify for exemption from the inscription requirement under this Resolution and Section 721.005 of the Texas Transportation Code, as they exist or may be amended, and (b) submitting applications to the Texas Department of Public Safety for the issuance of regularly designed license plates not bearing the word "exempt" for those automobiles designated under this Section pursuant to Section 502.451(f) of the Texas Transportation Code, as it exists or may be amended:

SECTION 4. That it is 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.

SECTION 5. That this Resolution shall take effect immediately upon its passage and adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of November 2023.

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

RESOLUTION NO. 5759

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE EXEMPTION OF CERTAIN VEHICLES USED BY THE SHERMAN POLICE DEPARTMENT FROM THE INSCRIPTION REQUIREMENTS AS AUTHORIZED BY V.T.C.A. TRANSPORTATION CODE §721.005; AUTHORIZING INDIVIDUALS TO APPLY FOR SPECIAL LICENSE PLATES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Texas Transportation Code at §721.004 requires an inscription to be placed on City-owned vehicles, and §721.005 provides for exemption of certain vehicles when used for the purpose of performing official duties;

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

SECTION 1. That, in accordance with the provisions of the Texas Transportation Code §721.005, specific investigative police vehicles are hereby exempted from City vehicle inscription requirements.

SECTION 2. That the following persons are hereby authorized to submit applications for special license plates to the Texas State Department of Highways and Public Transportation, on behalf of the City:

George Olson, City Manager
Otis Henry, Chief of Police
Linda Ashby, City Clerk

SECTION 3. That Resolution No. 5061 is hereby repealed in its entirety.

SECTION 4. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the 1st day of April, 2013.

CITY OF SHERMAN, TEXAS

BY: Carolyn S. Wacker
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: B Shelby
BRANDON S. SHELBY, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 11.**

Meeting Date: 11/06/2023

Prepared By: Wayne Lee, Director of Engineering

Caption:

**** RESOLUTION NO. 7215***

Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Materials Testing

Issue:

To consider Amendment No. 2 to the Professional Services Agreement with GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Material Testing contract.

Background:

With every subdivision and capital improvement project, the Engineering Department solicits a proposal for geotechnical and construction material testing services from an engineering laboratory. With the unprecedented growth, the Engineering Department is having to solicit many contracts in a year and with some of the extremely large subdivisions, the cost of the services need City Council Approval. With an annual services contract with set fees for services, Engineering staff will not have to request and review multiple service contracts every year, but just issue a Purchase Order with a budgeted amount with each project. This contract is for a 12 month period and renewable upon agreement of both parties.

On December 12, 2022, the City Council awarded this contract to D&S Engineering Labs, LLC, now doing business as GEOTEX Engineering, LLC for an estimated $275,000.00 over a 12 month period. Due to even more unprecedented growth than expected, this amount was exceeded in May.

On July 17, 2023, Amendment No. 2 increased the contract amount to an estimated $600,000.00 to its renewal in December 2023. Due to even more unprecedented growth, this amount was exceeded in September.

This Amendment No. 2 will increase the contract amount to an estimated $1.3 Million until its renewal in December 2023.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this Amendment No. 2 is an estimated $700,000 for a total contract amount of $1,300,000. This will be funded on a project by project basis out of the Engineering Department's Professional Services budget and CIP project budgets.

Staff Recommendation:

GEOTEX Engineering, LLC has a local presence in Sherman/Denison and is highly qualified to perform these services. GEOTEX Engineering, LLC has typically been the firm the Engineering Department has solicited proposals from the past 3 years. It is recommended that this Amendment No. 2 to the Professional Services Agreement with GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Material Testing contract be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7215

Unsigned Amendment No 2

Resolution No. 7005

Resolution No. 7105

RESOLUTION NO. 7215

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOTEX ENGINEERING, LLC FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 2 to the Professional Services Agreement with GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Materials Testing, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of November 2023.

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

AMENDMENT NO. 2

TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SHERMAN (CITY) AND D&S ENGINEERING LABS, LLC. NOW DOING BUSINESS AS GEOTEX ENGINEERING, LLC. (CONSULTANT) FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIAL TESTING CONTRACT

Dated December 12, 2022 ("Original Agreement")

Owner and Engineer desire to amend the Original Agreement for the purpose of: (i) increasing the estimated annual amount of the Compensation for Consultant's Services (defined in the Original Agreement and Amendment No. 1) due to an increase amount of projects and development, and (ii) making other necessary amendments as follows:

This Amendment No. 2 shall be effective on the date it is executed by the last party to execute it. The CITY and CONSULTANT hereby agree to amend ARTICLE 3 of this Original Agreement and Amendment No. 1 to read as follows:

3.1. **Compensation for Consultant's Services** – As described in "Article 1, Consultants Services" of this Agreement, compensation for this Project shall be: (a) on a time and material er project basis for a contract estimated amount of **One Million Three Hundred Thousand Dollars ($1,300,000.00)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Annual Geotechnical Engineering and Construction Material Testing Fee Schedule as set forth in **Exhibit B**.

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and Amendment No. 1 and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 2. To the extent that any provision contained herein conflicts with the Original Agreement and Amendment No. 1, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and Amendment No. 1. This Amendment No. 2 and the Original Agreement and Amendment No. 1 contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 2 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Original Agreement and Amendment No. 1.

[Rest of page left intentionally blank]

EXECUTED on behalf of CONSULTANT as shown below, and on behalf of the CITY by its City Manager (thereunto duly authorized) this _____ day of _____, 2023.

CITY:
City of Sherman, Texas

CONSULTATN:
GEOTEX Engineering, LLC

Robby Hefton, City Manager

Amy Brothers, President

ATTEST:

ATTEST:

Linda Ashby
City Clerk

APPROVAL RECOMMENDED:

Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: _____
Ryan D. Pittman
City Attorney

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Amy Brothers of GEOTEX Engineering, LLC known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GEOTEX Engineering, LLC, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 2023.

_____

Notary Public In and For _____ County, Texas

My Commission Expires:

_____

RESOLUTION NO. 7005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH D&S ENGINEERING LABS, LLC FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING; 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 D&S Engineering Labs, LLC for the Annual Geotechnical Engineering and Construction Materials Testing, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 12th day of December 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: Ryan D. Pittman
CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

D&S ENGINEERING LABS, LLC.

FOR

PROFESSIONAL SERVICES

Made as of the 12 day of December, 2022:

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

and Consultant: **D&S Engineering Labs, LLC**
4702 South Texoma Parkway
Denison, Texas 75020
Telephone: (903) 465-0333

for the following Project: **Annual Geotechnical Engineering and Construction Material Testing**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and D&S Engineering Labs, LLC, 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 material testing and Geotechnical engineering services for the Annual Construction Material Testing ("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 a written amendment to this Agreement, may be authorized from time to time by City ("Amendment(s)").

1.2.1 **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 City of Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

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 Annual Geotechnical Engineering and Construction Material Testing Fee Schedule, 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) on an time and material per project basis for a contract estimated amount of **Two Hundred and seventy five Thousand Dollars ($275,000.00)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Annual Geotechnical Engineering and Construction Material Testing Fee Schedule as set forth in **Exhibit B**.

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 Annual Geotechnical Engineering and Construction Material Testing Fee Schedule set forth in **Exhibit B**, and consistent with **Exhibit C**, 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:

3.3.1 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.

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 hours of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task. 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 **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, 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.

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, data, studies, 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, data, documents, 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 work 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, data, studies, reports, 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, data, studies, reports, 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 D**, 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 D**, 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 D**, 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 D**, 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 E** 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:

Amy Brothers, P.E.
President
D&S Engineering labs, LLC.
4702 South Texoma Parkway
Denison, Texas 75020
Telephone: (903) 465-0333
Email: abrothers@dsenglabs.com

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "E," 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**, Annual Construction Material Testing Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.4 **Exhibit D**, Contractor Insurance Guidelines.

12.1.5 **Exhibit E**, Conflict of Interest Questionnaire, Form CIQ.

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

12.2 **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.

12.3 **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.

12.4 **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.

12.5 **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.

12.21 **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.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2022-2023 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 2022-2023 fiscal year unless and until such funds are budgeted.

12.23 **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

By: _____
Robby Hefton, City Manager

CONSULTANT:
D&S Engineering Labs, LLC
a Texas corporation

By: _____
Amy Brothers, President

APPROVED AS TO FORM:

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

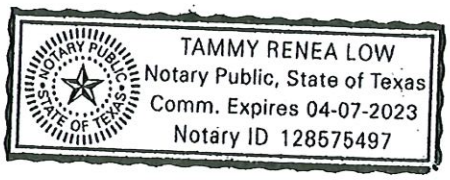
STATE OF TEXAS §
§
COUNTY OF Denton §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **AMY BROTHERS** 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 **D&S ENGINEERING LABS, LLC**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF December 2022.

Tammy Renea Low

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 4-7-2023



I. PROJECT DESCRIPTION

The City of Sherman desires to retain an outside Consultant to assist the City in providing Geotechnical Engineering and Construction Material Testing. The scope of services of the testing tasks are but not limited to the following:

- Geotechnical Engineering:
  - Laboratory testing of soils
  - Drilling, Sampling & Field Testing
  - Pavement and subgrade design
- Construction Material Testing:
  - Concrete testing
  - Masonry testing
  - Aggregate testing
  - Soils testing
  - Asphalt testing
  - Structural Steel Inspection

EXHIBIT B
ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIAL TESTING FEE SCHEDULE

Compensation will be billed on the below fee schedule. An estimated budget of **Two Hundred and Seventy Five Thousand ($275,000.00)** is established for a twelve (12) month period and may be renewed at the mutual agreement of the City and Consultant. Below is the D&S Engineering Labs Fee Schedule for the period of this contract.

D&S Engineering Labs Hourly Fee Schedule

Geotechnical Engineering Services

Position	Hourly Rate
Expert Witness	$525.00
Principal	$235.00
Geotechnical Project Manager	$185.00
Sr. Geotechnical Project Engineer (P.E.)	$175.00
Sr. Geologist (P.G.)	$145.00
Staff Geotechnical Engineer (P.E.)	$125.00
Engineering Intern (E.I.T.)/Geologist (G.I.T.)	$100.00
CADD/Drafting	$85.00
Administrative	$75.00

Testing Service Fees

Position	Hourly Rate
Principal	$225.00
Senior CMET Engineer (P.E.)	$165.00
Senior Geologist (P.G.)	$140.00
Staff CMET Engineer (P.E.)	$125.00
CMET Operations Manager	$150.00
CMET Project Manager	$115.00
CMET Engineering Intern (EIT)/Geologist (GIT)	$100.00
Quality Control	$100.00
Administrative	$75.00

EXHIBIT B

Miscellaneous Fees

Project Coordination/Report Preparation	10% of Invoice
New Project Set up	$100
Project Management	10% of Invoice
Vehicle Transport Fees	
Within 30 miles	$50
Over 30 miles (additional rate per mile, round trip)	$0.65
Per Diem (Lodging & Food), per day (may vary with location)	$150
Project Completion Letters (please notify D&S at beginning of project if required), per hour	$165

EXHIBIT C
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 thirty (30) miles from the Project site, shall be reimbursed, per EXHIBIT B.

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 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.

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 D
CONSULTANT'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
X	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence;

			▪ Minimum $2,000,000.00 in the aggregate
X	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
X	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

X 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.

X 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.

X 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.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ
For vendor doing business with local governmental entity

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.**

NA

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 Amy Brothers — Signature of vendor doing business with the governmental entity

12/08/22 — Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

RESOLUTION NO. 7105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH D&S ENGINEERING LABS, LLC NOW DOING BUSINESS AS GEOTEX ENGINEERING, LLC FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 1 to the Professional Services Agreement with D&S Engineering Labs, LLC now doing business as GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Materials Testing, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of July 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AMENDMENT NO. 1

TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SHERMAN (CITY) AND D&S ENGINEERING LABS, LLC. NOW DOING BUSINESS AS GEOTEX ENGINEERING, LLC. (CONSULTANT) FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIAL TESTING CONTRACT

Dated December 12, 2022 ("Original Agreement")

Owner and Engineer desire to amend the Original Agreement for the purpose of: (i) increasing the estimated annual amount of the Compensation for Consultant's Services (defined in the Original Agreement) due to an increase amount of projects and development, and (ii) making other necessary amendments as follows:

This Amendment No. 1 shall be effective on the date it is executed by the last party to execute it. The CITY and CONSULTANT hereby agree to amend ARTICLE 3 of this Original Agreement to read as follows:

3.1. **Compensation for Consultant's Services** – As described in "Article 1, Consultants Services" of this Agreement, compensation for this Project shall be: (a) on a time and material er project basis for a contract estimated amount of **Six Hundred Thousand Dollars ($600,000.00)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Annual Geotechnical Engineering and Construction Material Testing Fee Schedule as set forth in **Exhibit B**.

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Original Agreement.

[Rest of page left intentionally blank]

EXECUTED on behalf of CONSULTANT as shown below, and on behalf of the CITY by its City Manager (thereunto duly authorized) this 18 day of July, 2023.

CITY:
City of Sherman, Texas

Robby Hefton, City Manager

CONSULTATN:
GEOTEX Engineering, LLC

Amy Brothers, President

ATTEST:

Linda Ashby
City Clerk

ATTEST:

APPROVAL RECOMMENDED:

Wayne E. Lee, P.E., CFM / Director Engineering

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

BY:
Ryan D. Pittman
City Attorney

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Denton §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Amy Brothers of GEOTEX Engineering, LLC known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GEOTEX Engineering, LLC, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of July, A.D. 2023.

Tammy Renea Low

Notary Public In and For Denton County, Texas

My Commission Expires:

4-7-2027

Tammy Renea Low
My Commission Expires
4/7/2027
Notary ID 128575497

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 12.**

Meeting Date: 11/06/2023

Prepared By: Tom Pruitt, Utility Engineer

Caption:

**** RESOLUTION NO. 7216***

Authorizing Execution of a Professional Services Agreement with GEOTEX Engineering, LLC for Geotechnical Construction Materials Testing for the 36-inch West Sherman Water Main Project

Issue:

To consider a contract for professional services with GEOTEX Engineering, LLC for Construction Material Testing contract for the 36-inch West Sherman Water Main Project.

Background:

The purpose of this testing contract is to provide certified welding testing and geotechnical testing services for the upcoming 36-inch water main installation by the CMAR Contract with Garney Construction. The city proposed to take this service from the CMAR contract and undertake this task with our already selected annual testing laboratory as a cost saving measure.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is for an estimated $775,005.00. This will be funded through the 2024 GTUA Open Market Bonds.

Staff Recommendation:

GEOTEX Engineering, LLC has a local presence in Sherman/Denison and is highly qualified to perform these services. GEOTEX Engineering, LLC has typically been the firm the Engineering Department has solicited proposals from the past 3 years. It is recommended that the professional services agreement with GEOTEX Engineering, LLC for the Construction Material Testing contract for the 36-inch West Sherman Water Main project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7216
Agreement
Site Map

RESOLUTION NO. 7216

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AGREEMENT FOR PROFESSIONAL SERVICES WITH GEOTEX ENGINEERING, LLC FOR GEOTECHNICAL CONSTRUCTION MATERIALS TESTING FOR THE 36-INCH WEST SHERMAN WATER MAIN PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute agreement for professional services with Geotex Engineering, LLC for geotechnical construction materials testing, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of November 2023.

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

GEOTEX ENGINEERING, LLC.

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2023:

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

and Consultant: **GEOTEX Engineering, LLC**
4702 South Texoma Parkway
Denison, Texas 75020
Telephone: (903) 465-0333

for the following Project: **36-Inch West Sherman Water Main Geotechnical Engineering and Construction Material Testing**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and GEOTEX Engineering, LLC, 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 geotechnical engineering and construction material testing services for the 36-Inch West Sherman Water Main 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 a written amendment to this Agreement, may be authorized from time to time by City ("Amendment(s)").

1.2.1 **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 City of Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**

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 Geotechnical Engineering and Construction Material Testing Fee Schedule, 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) on an time and material basis for a contract estimated amount of **Seven Hundred seventy five Thousand and five Dollars ($775,005.)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Geotechnical Engineering and Construction Material Testing Fee Schedule as set forth in **Exhibit B**.

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 Annual Geotechnical Engineering and Construction Material Testing Fee Schedule set forth in **Exhibit B**, and consistent with **Exhibit C**, 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:

3.3.1 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.

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 hours of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task. 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 **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, 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.

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, data, studies, 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, data, documents, 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 work 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, data, studies, reports, 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, data, studies, reports, 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 D**, 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 D**, 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 D**, 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 D**, 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 E** 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:

Amy Brothers, P.E.
President
GEOTEX Engineering, LLC.
4702 South Texoma Parkway
Denison, Texas 75020
Telephone: (903) 465-0333
Email: abrothers@dsenglabs.com

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "E," 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**, Geotechnical Engineering Construction Material Testing Fee Schedule.

12.1.3 **Exhibit C**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.4 **Exhibit D**, Contractor Insurance Guidelines.

12.1.5 **Exhibit E**, Conflict of Interest Questionnaire, Form CIQ.

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

12.2 **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.

12.3 **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.

12.4 **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.

12.5 **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.

1218 **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.

1219 **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.

1220 **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 2023-2024 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 2023-2024 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

By: _____
Robby Hefton, City Manager

CONSULTANT:
GEOTEX Engineering, LLC
a Texas corporation

By: Amy Brothers
Amy Brothers, President

APPROVED AS TO FORM:

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

STATE OF TEXAS §
§
COUNTY OF Denton §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **AMY BROTHERS** 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 **GEOTEX ENGINEERING, LLC**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF October 2023.

Tammy Renea Low
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 4-7-2027

Tammy Renea Low
My Commission Expires
4/7/2027
Notary ID128575497

EXHIBIT A
SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The City of Sherman desires to retain an outside Consultant to assist the City in providing Geotechnical Engineering and Construction Material Testing for the 36-Inch West Sherman Water Main project. The scope of services of the testing tasks are but not limited to the following:

- Geotechnical Engineering:
  - Laboratory testing of soils
  - Drilling, Sampling & Field Testing
  - Pavement and subgrade design
- Construction Material Testing:
  - Concrete testing
  - Aggregate testing
  - Soils testing
  - Asphalt testing
  - Pipe Joint Inspection & Magnetic Particle Test

EXHIBIT B
GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIAL TESTING FEE SCHEDULE

Compensation will be billed on the below fee schedule. An estimated budget of **Seven Hundrerd seventy five Thousand and five Dollars ($775,005.00)** is established for a twenty-four (24) month period and may be continued at the mutual agreement of the City and Consultant. Below is the GEOTEX Engineering Fee Schedule for the period of this contract.

GEOTEX Engineering Hourly Fee Schedule

Geotechnical Engineering Services

Position	Hourly Rate
Expert Witness	$525.00
Principal	$235.00
Geotechnical Project Manager	$185.00
Sr. Geotechnical Project Engineer (P.E.)	$175.00
Sr. Geologist (P.G.)	$145.00
Staff Geotechnical Engineer (P.E.)	$125.00
Engineering Intern (E.I.T.)/Geologist (G.I.T.)	$100.00
CADD/Drafting	$85.00
Administrative	$75.00

Testing Service Fees

Position	Hourly Rate
Principal	$275.00
Senior CMET Engineer (P.E.)	$185.00
Senior Geologist (P.G.)	$145.00
Staff CMET Engineer (P.E.)	$135.00
CMET Operations Manager	$160.00
CMET Project Manager	$115.00
CMET Engineering Intern (EIT)/Geologist (GIT)	$105.00
Quality Control	$100.00
Administrative	$75.00

EXHIBIT B

Miscellaneous Fees

Project Coordination/Report Preparation	10% of Invoice
New Project Set up	$250
Project Management	10% of Invoice
Vehicle Transport Fees	
Within 30 miles	$50
Over 30 miles (additional rate per mile, round trip)	$0.65
Per Diem (Lodging & Food), per day (may vary with location)	$150
Project Completion Letters (please notify D&S at beginning of project if required), per hour	$165

EXHIBIT C
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 thirty (30) miles from the Project site, shall be reimbursed, per EXHIBIT B.

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 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 C
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 D
CONSULTANT'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
_X_	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence;

EXHIBIT D
CONSULTANT'S INSURANCE GUIDELINES

			▪ Minimum $2,000,000.00 in the aggregate
X	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
X	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

X 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.

X 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.

X 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.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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.**

GEOTEX ENGINEERING

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.**

N/A

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 Amy Bootter — Signature of vendor doing business with the governmental entity

10.17.23 — Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Sherman WTP

110

GRAYSON COUNTY AIRPORT

75

91

82

112

111

107

CITY OF SHERMAN, TX

36-INCH WEST SHERMAN WATER MAIN

1234

109

Connect at Shepherd Drive

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 13.**

Meeting Date: 11/06/2023

Prepared By: Kevin Winkler, Public Works Manager

Caption:

**** RESOLUTION NO. 7217***

Authorizing the Services for Emergency Repair of the 16" Waterline that Supplies T.I., Tyson, and Finisar from JZ Southern Boyz Services, LLC for the Distribution Services Department

Issue:

To consider approval of a resolution to repair the 16" waterline that supplies TI, Tyson and Finisar on the southwest corner of Hwy 75 & 1417.The repairs will be performed by JZ Southern Boyz Services for the Distribution Services Department.

Background:

The 16" waterline repair is an emergency repair to be performed by JZ Southern Boyz Services, LLC. The waterline is located at the southwest corner of US Hwy 75 & FM 1417. The waterline supplies TI, Tyson, and Finisar. The waterline has a temporary clamp until the repair can be made.

Origination:

Department of Public Works

Financial Consideration:

The emergency repair of the 16" waterline will be using the services of JZ Southern Boyz Services, LLC for $115,425. Funding for this was appropriated in the fiscal year 2023-2024 Distribution Services Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to hire JZ Southern Boyz Services, LLC for the emergency repair of the 16" waterline that supplies TI, Tyson, and Finisar. The location of the waterline is on the southwest corner of Hwy 75 & 1417.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7217

JZ Southern Boyz Quote
Signed Agreement
Exhibit A
Exhibit B
Exhibits C & D
Location Map

RESOLUTION NO. 7217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE SERVICES FOR EMERGENCY REPAIR OF THE 16" WATERLINE THAT SUPPLIES T.I., TYSON, AND FINISAR FROM JZ SOUTHERN BOYZ SERVICES, LLC FOR DISTRIBUTION SERVICES; 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 services from JZ Southern Boyz Services, LLC at a total price of One Hundred Fifteen Thousand Four Hundred Twenty Five Dollars ($115,425.00). 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 2023-2024 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 6th day of November 2023.

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

QUOTE

DATE:
10/23/2023

JZ Southern Boyz Services, LLC

It's choice, not chance that determines your destiny!

245 County Road 2378
Alba, Tx 75410
(903) 768-2241

TO Jayson Risner
City of Sherman
405 N Rusk St
Sherman, Tx 75090
(903) 814-7291
jaysonr@cityofsherman.com

ALL TAX EXEMPTS AND SUB CONTRACTS NEED TO BE SENT TO JZBRITTON@YAHOO.COM

SALESPERSON	JOB NAME	P.O.#
RUSTY LAWHORN	SHERMAN TX	N/A

QTY	SIZE	DESCRIPTION	PIPE TYPE	UNIT PRICE	LINE TOTAL
2	16"	LINESTOPS W/EPOXY COATED SLEEVES	CSCP		$115,425
		PRICE INCLUDES DOING A REPAIR WITH FULL WRAPPER PADS WELDED SOLIDLY AROUND PIPE. ALSO INCLUDE WELDING ON SPOOL PIECES AND FLANGES TO CUT IN A 16" MJXMJ GATE VALVE THAT CUSTOMER IS SUPPLYING AND WILL HAVE ON SITE. ALL MATERIAL THAT WE PROVIDE WILL BE EPOXY COATED PRODUCTS.			
		WILL NEED PIPE OD PRIOR TO ORDERING ANY MATERIAL			
		THIS QUOTE DOES NOT INCLUDE TAXES			

THANK YOU FOR YOUR BUSINESS

If you have any questions concerning this quote, please contact Rusty Lawhorn.
Phone: (903) 850-9403
Email: rusty@jzsouthernboyz.com

SUBTOTAL	$115,425
SALES TAX 8.25%	$0
TOTAL	$115,425

Quotation prepared by: JZ Southern Boyz Services, LLC

ESTIMATE

Hayes Construction, LLC.
205 Cody Lane
Sherman, Texas 75092

lara@hayesconstruction.org
+1 (469) 512-7290

City of Sherman

Bill to
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Estimate details
Estimate no.: S-23104
Estimate date: 10/24/2023

#	Product or service	SKU	Qty	Rate	Amount
1.	**Mobilization** Note: Hayes Construction is acting in a support role and bonding of work is not included in this quote			$1,000.00	$1,000.00
2.	**Traffic control**			$3,250.00	$3,250.00
3.	**Excavation** Excavate 3 ea pits to expose waterline to be plugged and repaired by others		1	$12,000.00	$12,000.00
4.	**Trench Safety** provide and maintain trench boxes for repair crew		1	$3,000.00	$3,000.00
5.	**Water control** maintain water control during repair		1	$1,500.00	$1,500.00
6.	**Thrust blocking**		1	$2,800.00	$2,800.00
7.	**Backfill** sand backfill			$1,900.00	$1,900.00
8.	**Haul off** haul off of spoils to City of Sherman yard			$900.00	$900.00
9.	**Sod repair** compaction (does not include testing) and re-sod disturbed area			$1,200.00	$1,200.00

Total **$27,550.00**

Note to customer

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND JZ SOUTHERN BOYZ SERVICES, LLC

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and JZ Southern Boyz Services, LLC, a limited liability company ("Contractor"), enter into this Construction Agreement ("Agreement") for emergency repairs to 16-inch industrial surface water line. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with emergency repairs to 16-inch industrial surface water line under the terms and conditions of this Agreement ("Project");

WHEREAS, Sherman finds that the expenditure of funds pursuant to this Agreement is exempt from competitive bidding requirements under Sections 252.022(a)(1)-(3) of the Texas Local Government Code; and

WHEREAS, Sherman issued a Request for Quote (RFQ); and

WHEREAS, Contractor timely submitted a response to the RFQ, attached hereto as Exhibit A and incorporated herein for all purposes ("Quote"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the RFQ, including those representations set forth in the Quote, City has selected Contractor to provide the services sought in the RFQ under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

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

1. Scope of Services.
Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's authorization for the SHERMAN City Manager to execute said Change Order. Contractor

agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.
Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within twenty-one (21) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within seven (7) calendar days of the Mobilization Date. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.
In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed One Hundred Fifteen Thousand Four Hundred Twenty-Five and 00/100 dollars ($115,425.00) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, which fiscal year ends on September 30th of each year, shall be subject to SHERMAN City Council approval. In the event that the SHERMAN City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that SHERMAN shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.
The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

a. This Agreement;

c. The Quote, attached hereto as Exhibit A;

d. SHERMAN's Insurance Requirements, attached hereto as Exhibit B;

d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);

e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

f. Affidavit of No Prohibited Interested, attached hereto as Exhibit C;

g. Conflict of Interest Questionnaire, attached hereto as Exhibit D;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, or Exhibit D 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, and Exhibit A shall prevail in that order.

5. Liquidated Damages.
Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars ($250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment, Performance and Maintenance Bonds.
Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to SHERMAN's final acceptance of the Project, Contractor shall furnish to SHERMAN a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or

remedy of any maintenance issues SHERMAN may have regarding the Project after SHERMAN finally accepts the same.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.
The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.
Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit B.

9. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "SHERMAN" FOR PURPOSES OF

THIS SECTION) 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, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN (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 SHERMAN 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 CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, 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.

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

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.
SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

SHERMAN is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then SHERMAN shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and

shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

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.

14. 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 their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

15. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of SHERMAN. Contractor 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 Contractor of its full obligations to SHERMAN as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third party billing.

16. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN 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.

17. 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 included in this Agreement.

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

19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, 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.

20. 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 Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

22. No 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.

23. 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.

24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

25. Notice.
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 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 to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: JZ Southern Boyz Services LLC
Zelda Britton 903-539-7260
Rusty Lawhorn 903-880-9403

Telephone: _____

Email: jzbritton@yahoo.com

If to SHERMAN, to: City of SHERMAN
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

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

26. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, 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 Contractor is legally responsible.

30. Reference to SHERMAN.

When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.
SHERMAN 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. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.
SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. 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. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. 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.

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 sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager

Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

JZ Southern Boyz Services, LLC
a Limited Liability Company

By: Zelda Britton
Printed Name: Zelda Britton
Title: owner
Date: 11-1-23

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the _____ and duly authorized representative for JZ Southern Boyz Services, LLC and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

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

EXHIBIT A

QUOTE

JZ Southern Boyz Services, LLC

It's choice, not chance that determines your destiny!

DATE: 10/23/2023

245 County Road 2378
Alba, Tx 75410
(903) 768-2241

TO Jayson Risner
City of Sherman
405 N Rusk St
Sherman, Tx 75090
(903) 814-7291
jaysonr@cityofsherman.com

[redacted]

SALESPERSON	JOB NAME	P.O.#
RUSTY LAWHORN	SHERMAN TX	N/A

QTY	SIZE	DESCRIPTION	PIPE TYPE	UNIT PRICE	LINE TOTAL
2	16"	LINESTOPS W/EPOXY COATED SLEEVES	CSCP		$115,425
		PRICE INCLUDES DOING A REPAIR WITH FULL WRAPPER PADS WELDED SOLIDLY AROUND PIPE. ALSO INCLUDE WELDING ON SPOOL PIECES AND FLANGES TO CUT IN A 16" MJXMJ GATE VALVE THAT CUSTOMER IS SUPPLYING AND WILL HAVE ON SITE. ALL MATERIAL THAT WE PROVIDE WILL BE EPOXY COATED PRODUCTS.			
		[redacted]			
		[redacted]			

THANK YOU FOR YOUR BUSINESS

If you have any questions concerning this quote, please contact Rusty Lawhorn.
Phone: (903) 850-9403
Email: rusty@jzsouthernboyz.com

SUBTOTAL	$115,425
SALES TAX 8.25%	$0
TOTAL	$115,425

Quotation prepared by: JZ Southern Boyz Services, LLC

EXHIBIT A

QUOTE

DATE: 10/23/2023

JZ Southern Boyz Services, LLC

It's choice, not chance that determines your destiny!

245 County Road 2378
Alba, Tx 75410
(903) 768-2241

TO Jayson Risner
City of Sherman
405 N Rusk St
Sherman, Tx 75090
(903) 814-7291
jaysonr@cityofsherman.com

ALL TAX EXEMPTS AND SUB CONTRACTS NEED TO BE SENT TO JZBRITTON@YAHOO.COM

SALESPERSON	JOB NAME	P.O.#
RUSTY LAWHORN	SHERMAN TX	N/A

QTY	SIZE	DESCRIPTION	PIPE TYPE	UNIT PRICE	LINE TOTAL
2	16"	LINESTOPS W/EPOXY COATED SLEEVES	CSCP		$115,425
		PRICE INCLUDES DOING A REPAIR WITH FULL WRAPPER PADS WELDED SOLIDLY AROUND PIPE. ALSO INCLUDE WELDING ON SPOOL PIECES AND FLANGES TO CUT IN A 16" MJXMJ GATE VALVE THAT CUSTOMER IS SUPPLYING AND WILL HAVE ON SITE. ALL MATERIAL THAT WE PROVIDE WILL BE EPOXY COATED PRODUCTS.			
		WILL NEED PIPE OD PRIOR TO ORDERING ANY MATERIAL			
		THIS QUOTE DOES NOT INCLUDE TAXES			

THANK YOU FOR YOUR BUSINESS

If you have any questions concerning this quote, please contact Rusty Lawhorn.
Phone: (903) 850-9403
Email: rusty@jzsouthernboyz.com

SUBTOTAL	$115,425
SALES TAX 8.25%	$0
TOTAL	$115,425

Quotation prepared by: JZ Southern Boyz Services, LLC

Exhibit B
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation 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 all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable 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 is required for this Agreement.

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 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.

_X_ 7. General Liability Insurance provides 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. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 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.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit C

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Wood §

I, Zelda Britton, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

X None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 1 day of November, 2023

Zelda Britton owner

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202_.

_____

Notary Public in and for the State of _____

My commission expires: _____

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.**

JZ Southern Boyz Services LLC

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.**

NONE

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?

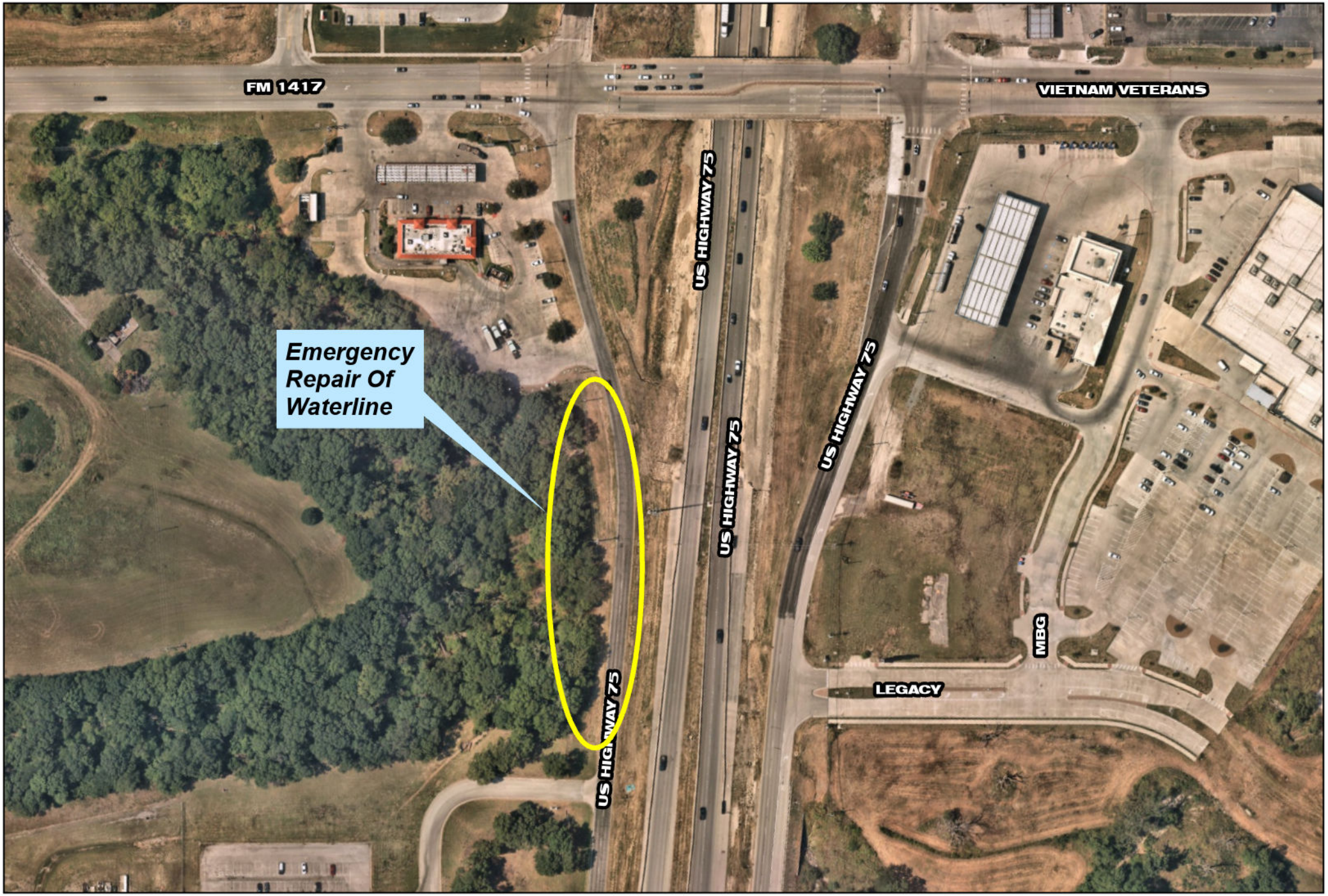
☐ Yes ☒ No

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] 11-1-23

Signature of vendor doing business with the governmental entity — Date



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

Waterline Emergency Repair

1" = 170'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 14.**

Meeting Date: 11/06/2023

Prepared By: Kevin Winkler, Public Works Manager

Caption:

**** RESOLUTION NO. 7218***

Authorizing the Purchase of a New Supershot 125DC w/100 CFM Compressor Crack Sealer from Crafco for the Street Maintenance Department through Sourcewell.

Issue:

To consider approval of a resolution to purchase a new Supershot 125DC W/100 CFM Crack Sealer from Sourcewell for use within the Street Maintenance Department.

Background:

The new Supershot 125DC w/100 CFM Crack Sealer is a new purchase to be used in the daily operations of the Street Maintenance Department to crack seal asphalt and concrete.

Origination:

Department of Public Works

Financial Consideration:

The new Supershot 125DC w/100 CFM Crack Sealer will be purchased from Crafco for $86,809.69 through Sourcewell. Funding for this purchase was appropriated in the fiscal year 2023-2024 Street Maintenance Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Crack Sealer through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7218

Crafco Crack Sealer Quote

Sourcewell Agreement

RESOLUTION NO. 7218

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW SUPERSHOT 125DC W/100 CFM COMPRESSOR CRACK SEALER FROM CRAFCO FOR THE STREET MAINTENANCE 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 Crafco through Sourcewell a new Supershot 125DC w/100 CFM Crack Sealer at a total price of Eighty-Six Thousand Eight Hundred Nine Dollars and Sixty-Nine Cents ($86,809.69). 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 2023-2024 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 6th day of November 2023.

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

CRAFCO® INC
AN ERGON COMPANY

SOURCEWELL CONTRACT #080521-CFC

BBBQ57696-01

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242

Date Quoted 10/12/2023
Expiration Date 12/31/2023

Quote To:	Account Code: 926418	**Ship To:**	Account Code: 2035729
CITY OF SHERMAN - TX **TIM ROYSTER** PO BOX 1106 SHERMAN, TX 75091 US		CITY OF SHERMAN 800 S EAST STREET SHERMAN, TX 75090 US	

Phone: **903-892-7254**
Fax:
Email: **timr@ci.sherman.tx.us**

Project Title:

Start Date:
Effective Dates: 3/23/2023 **TO** 12/31/2023
Terms: NET 30
F.O.B.: **PPA- Delivered; freight includ**

Ship Via: **Truck/Common Carrier**
Sales Group: SRC- SOURCEWELL
Quoted By: **Chase Smith**
Sales Office: TX3- Chase Smith

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer:	**CITY OF SHERMAN - TX**	Quote Number	BBBQ57696-01
Project Title:		Date	10-12-23

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
47400-SRC	SUPERSHOT 125DC w/100 CFM COMPRESSOR	EA	1	$80,460.0000	$80,460.0000
24227-SRC	SEVEN PIN FLAT BLADE CONNECTOR	EA	1	$0.0000	$0.0000
20014-SRC	3" PINTLE HITCH	EA	1	$114.2400	$114.2400
24095KCL1-SRC	STROBE LIGHT KIT, CLASS 1/T13	EA	1	$348.0000	$348.0000
24190K-SRC	OVERNIGHT HEATER 110V W/ US PLUG	EA	1	$288.0000	$288.0000
26058-SRC	10# FIRE EXTINGUISHER (MUST ORDER 26059 TO MOUNT)	EA	1	$192.0000	$192.0000
26059-SRC	FIRE EXTINGUISHER BRACKET	EA	1	$76.0000	$76.0000
26119-SRC	3/8" SAFETY HOOK W/ LATCH (2 REQUIRED)	EA	2	$58.0000	$116.0000
48120N-SRC	ENGINE COVER ASSY YANMAR R-B	EA	1	$2,440.0000	$2,440.0000
43549-SRC	SPARE TIRE KIT (SINGLE AXLE)	EA	1	$476.0000	$476.0000
6008224	FREIGHT CHARGE	EA	1	$1,600.0000	$1,600.0000
	OPTIONS MOST AGENCIES ORDER:				
27114-SRC	TIP ADAPTER	ea	1	$40.1500	$40.1500
27115-SRC	SHROUD, TIP ADAPTER	ea	1	$36.3000	$36.3000
27120-SRC	DISK, 3" SWIVEL	ea	1	$99.0000	$99.0000
20120-SRC	18" HITCH EXTENSION	EA	1	$524.0000	$524.0000

We value your business.

Customer:	**CITY OF SHERMAN - TX**	Quote Number	BBBQ57696-01
Project Title:		Date	10-12-23

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price

Sales Tax	$0.00
Shipping	$0.00
Contract Total	$86,809.6900

COMMENTS:

Free training and 2 year warrenty upon delivery
FOB Chandler, AZ
For questions or coments please call or email:
Chase Smith 469-520-4622
chase.smith@crafco.com

NOTE:

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65.
California purchasers refer to http://crafco.com/resources/Prop-65.xlsx

For Terms and Conditions of purchases go to: https://crafco.com/Terms-of-Sale.pdf
Quantities may be limited at Crafco's discretion.
Pricing and availability are subject to change without notice.
Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:
PPA- Delivered; freight included.
PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy
RETURN POLICY
Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.
All products returned must be in the original packaging and be in good and salable condition.
Crafco reserves the right to charge repackaging fees in addition to restocking fees.
The customer is responsible for all shipping costs of returned products.
Request information on the acceptability for returns for any specific product when ordering.

Nonreturnable Products
Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned. No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees
All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.



Engineered Performance Features



QUICK & EASY START-UP
With the flip of a toggle switch the Super Shot will be ready to operate in less than an hour. Shut down, at the end of the day, is just as easy.



HEATED HOSE
The low voltage electric heated hose heats material to application temperature within 45 minutes. The hose has the longest working radius in the industry, a 360° swivel, protective sleeve, & a repairable hose & wand.



Automatic Agitator Shut-Off & Splash Proof Lid
Shut offs are incorporated into the lid, hose, wand, pump, burner, & electrical controls.



Integrated Operator Control System
Controls operate the entire unit and override possible operator error. Integrated control box houses all the gauges, switches, & engine controls.



Optional Compressor
Compressor runs air lance that is used to clean dirt & debris out of cracks, increasing crack sealing efficiency.



Optional Engine Cover
Protects engine from the elements, vandalism, & theft.



Efficient Burner
Burner is positioned safely within the frame providing protection & ample ground clearance. Time saving electric overnight heater option available.



Low Profile
Low center of gravity provides easy loading, yet has ample unobstructed ground clearance for safe towing over the most rugged road conditions.

Engineered Performance Options

Crafco offers many Engineered Performance Options to increase production, save labor and lower operating costs. The versatility of the Super Shot units allows you to specify options in your time frame, from the initial placement of the order all the way through production. Most Super Shot units have been engineered to accept any option, whether it's an autoloader, compressor, light bar or fire extinguisher. These options will enhance production while increasing safety and security.

Engine covers and battery boxes protect the engine from the elements and adds security. The autoloader increases production, adds safety and decreases operator fatigue. The overnight heater is an on the job must if you want to reduce start up time. The light bar is for added safety to direct traffic and increase driver awareness. No other machine comes as complete or as diversified.







- Engine cover
- Gravity Feed
- Arrow Board Kit
- Surge Brakes
- Engine w/ Guages
- Autoloader
- 50 or 70 CFM Compressor
- Custom Paint
- Hitch Selection
- Electric Plug Selection
- Hitch Extension
- Cab Brake Control
- Break-away Battery w/charger
- Locking Battery Box
- Light Bar
- Overnight Heater
- Fire Extinguisher - 10 or 20 lb.
- Tool Box
- Safety Hooks
- Mud Flaps
- Spare Tire Kit
- Strobe Light

Engineered Tools

Sealing Tips and Material Handling Tools



Super Shot Drip Stopper
Use with Crafco Super Shot sealing tip. Stops sealant drip once wand trigger is released.
❶**PN# 27114** Tip Adapter
❷**PN# 50270** Duckbill Valve
❸**PN# 27115** Shroud - Tip Adapter


Swivel Applicator

Swivel Applicator
Use with Super Shot Melter & E-Z Pour Melters with or w/o Drip Stopper.
PN# 27120 3" Swivel Applicator
PN# 27130 4" Swivel Applicator


Crafco Duckbill

Crafco Duckbill PN# 50270
Use with Super Shot Melter wands to prevent dripping of material.


Crafco Sealing Foot / Flush

Crafco Sealing Foot / Flush
Used for random asphalt and concrete cracks.
PN# 27154 Sealing tip/ft assembly 1/4" flush
PN# 27155 Sealing tip/ft assembly 3/8" flush


Crafco Sealing Foot / Protruded

Crafco Sealing Foot / Protruded
Used for straight asphalt and concrete joints.
PN# 27159 Sealing tip/ft assembly 1/4" protruding
PN# 27160 Sealing tip/ft assembly 3/8" protruding


Crafco Joint Sealing Tip

Crafco Joint Sealing Tip
Use for straight asphalt and concrete joints.
PN# 27146 Sealing tip assembly 1/4"
PN# 27147 Sealing tip assembly 3/8"


Crafco Round Sealing Tip

Crafco Round Sealing Tip
Multi-purpose random cracks and joints. Use with a squeegee for most applications.
PN# 27170 Sealing tip assembly 3/8"
PN# 27171 Sealing tip assembly 1/2"


Crafco Applicator Disk

Crafco Applicator Disk
Used for overbanding, great labor saver.
PN# 27162 3" Disk Assembly
PN# 27163 4" Disk Assembly
PN# 27164 6" Disk Assembly

Crafco Heavy Duty Squeegee w/Aluminum Handle
PN# 27199
Use for leveling crack sealant and where a sealant over band is recommended.
Crafco Replacement Blade
PN# 27195 4" x 18" x 3/8"


Crafco Heavy Duty Squeegee

Crafco Heavy Duty Compact Squeegee w/ Aluminum Handle
PN# 27245
Crafco Heavy Duty Compact Squeegee w/ Wooden Handle
PN# 27245W
Use for leveling crack sealant and where a sealant over band is recommended.
Crafco Replacement Blade
PN# 27241 2-1/2" x 17" x 3/8"


Crafco Heavy Duty Compact Squeegee

Crafco Pour Pot with Wheels
PN# 40200
Use to apply a uniform band of sealant to a crack or joint. Wheeled for ease of use. Gravity feed with shut off lever.


Crafco Pour Pot with Wheels

Crafco Hand Held Pour Pot
PN# 40201
For application of thin crack sealant to a joint or crack. Gravity feed with shut off lever.


Crafco Hand Held Pour Pot



Crafco Detack is an economical, biodegradable liquid from Crafco that eliminates sealant tack when sprayed onto freshly applied hot pour sealant.

Sourcewell
Awarded Contract
Contract #080521-CFC

CRAFCO PRESERVATION PRODUCTS PAVEMENT
crafco.com
(800) 528-8242
6165 W. Detroit St., Chandler, AZ 85226 • Phone: (602) 276-0406 • Fax: (480) 961-0516

Your local Crafco Representative:

Super Shot Melter/Applicators

Crafco Engineered System



CRAFCO® INC PAVEMENT

Delivering Confidence Through Innovation, Quality and Value Since 1976

SUPER SHOT MELTERS



THE MOST TECHNOLOGICALLY ADVANCED MELTER/APPLICATORS AVAILABLE

A PART OF THE CRAFCO PAVEMENT PRESERVATION SYSTEM

Crafco's total **Pavement Preservation Systems** include **Engineered Performance** Applicators and Sealants. Although all our melter/applicators work well with all brands of hot pour sealants, we recommend our **Performance Verified** sealants for your next project. All sealants are not alike; sealant must be engineered for the proper use and climate. To assist in selecting the right system for your specific application, consult the sealant selection guide on the Crafco website or consult your local authorized Crafco Systems representative. Crafco Pavement Preservation Systems represent products that are 100% recyclable, from the containers that they are shipped in to the products themselves. Preserve and protect with Crafco Preservation Systems.

Engineered Performance Design

Crafco Super Shot Melter/Applicators **Engineered Performance** answer todays challenges of high energy costs and small budgets with innovative features. Available in three sizes to match budgets and job criteria, Super Shot machines get the job done correctly, quick, and economical. No other machine on the market today can match Crafco's Engineered Performance System Machines.

Engineered Efficiency. Crafco's Super Shot engineered pump is mounted inside the melter, eliminating material recirculation, outside plumbing and high-pressure lines. By eliminating the need for re-circulation, the pump runs only when material application is needed making this an "on-demand" system, this increases pump life and operator safety.

Additionally, an internally mounted pump requires no packing, eliminating maintenance. Less maintenance in the shop means more production on the job, more profit and less costs.

Engineered Options and Features. Standard Engineered Features makes the operation of these melters the safest and the easiest machines to operate. Many of the other features reduce labor and operating costs; the most impressive being the Super Shot Melter Engineered Options. Design the machine you want with these options. For example, add an optional industrial air compressor and save the cost of running an additional engine and tow vehicle. With over 20 available options you will save time, money and manpower.

Engineered Safety



Super Shot Melter/Applicators are loaded with standard safety features designed to protect the operator and the public. In addition to standard safety features there are optional engineered features such as the autoloader, which keeps the operator clear of hot sealant and adds efficiency to the process. Rear controls keep the operator away from traffic on both sides of the unit and the bearing hose boom reduces operator fatigue. Anti-splash lids with safety shut offs protect the operator from sealant splash. Review the innovative features of Crafco Melters and you will find these machines to be the most safely engineered melters available.

1. **Angled Loading Lid**
2. **Anti-Splash Lid**
3. **Low Profile Loading Height**
4. **Hot Oil and Sealant Shut Down**
5. **Manual Record Box**
6. **Lid Agitator Shut Off Switch**
7. **Bearing Boom**
8. **Hose Cover**
9. **Low Curb Height**
10. **Hitch Extension**
11. **Quiet Operation**
12. **Curbside Controls**
13. **Heat Transfer Overflow Tank**
    A jacketed melter with no overflow tank may cause ground contamination
14. **LED Lights Standard**

Additional features not indicated: Safety Chains, Breakaway Switch, Light Board, Fire Extinguisher, Auto Shut-Off, Safety Manual, and Autoloader.

Super Shot 60



The Crafco Super Shot series melter/applicators represent the most technologically advanced melter/applicators available. These state-of-the-art machines offer the ultimate in efficiency and ease of use. The digital control features of this equipment accurately control and regulate the heating temperature of the sealant and transfer oil. The patented internal pumping system requires no clean out and features a hydraulic flow rate adjustment. The internal pump only operates when the operator activates the micro-switch on the applicator wand. With "On Demand" pumping there are no valves, fewer moving parts and no hose pressure build up. Super Shot melters will out-perform any comparable sized machine available. Crafco offers a one-year warranty, various options, and many safety features, making these machines the greatest value with the highest productivity. The Crafco Super Shot Melters are the most efficient and easy to use melter/applicators available today!

There are three sizes to choose from. The Super Shot 60 is a 60-gallon capacity unit, which features automatic digital controls. It is propane fired, with a heated hose and wand. This machine is designed for use on projects under 2,000 pounds of sealant per day. The Super Shot 60 is also available as a skid mount.

Super Shot 125 with Compressor



The mid-sized 125-gallon capacity Super Shot 125, offers the best versatility. Ideal for medium to large sized projects, this unit is diesel powered, available with an optional compressor or a labor saving Autoloader. This is our most popular municipal unit.

The oversized 250-gallon Super Shot 250 is designed for large projects. This machine will out-perform any melter in its class and is available with many standard options.

Choose your size, choose your options!



Ergonomically Engineered Loading Features:
- Splash proof lid
- Automatic agitation shut-off
- Fume free environment
- No operator back strain
- Light weight loading lid



Longer Pump Life • Efficient & Aggressive Agitation



The patented pump technology of the Crafco Super Shot melters is what makes the Super Shot the most productive and lowest maintenance melter in the industry. The Crafco patented pump is mounted inside the sealant tank. Mounting the pump inside eliminates material recirculation, outside plumbing, and high-pressure lines, while decreasing pump wear. The Super Shot pump will last many times longer than a conventional pump. Internal pumps require no packing which eliminates maintenance and results in more production on the job.

Super Shot 250 with Autoloader



Specifications

	Super Shot 60 Propane	Super Shot 125	Super Shot 250
Dimensions	110.25"L / 62"W / 72"H	138.25"L / 68"W / 83.25"H (125DC - 152"L / 68"W / 83.25" H)	174"L / 91.25"W / 81"H
Shipping Weights	2,200lbs / 998kg - Actual	2,800lbs / 1,270kg - Actual (125DC - 4,020lbs /1,823kg -Actual)	5,860lbx / 2,658kg - Actual
Gross Weight	3,200lbs / 1,451kg	5,200lbs / 2,538kg / Approx. (125DC - 7,000lbs / 3,175kg - Approx.)	9,900lbs / 4,490kg - Approx.
Material Capacity	58 gal / 220 liter	133 gal / 503 liter	250 gal. / 946 liter
Melt Rate	480 lbs/hr	1,064 lbs/hr	2,000 lbs/hr
Heat Transfer Oil	21 gal / 79 liter	34 gal / 128 liter	49 gal / 185 liter
Tank Construction	Double Boiler	Double Boiler	Double Boiler
Tank Opening	12.25" x 15" / 311.15mm x 381mm	14" x 18" / 355.6mm x 457.2mm	16" x 24" / 406.4mm x 609.6mm
Loading Height	50" / 127cm	58" / 147.3cm	58" / 147.3cm
Heat Input	180,000 Btu	250,000 Btu	290,000 Btu
Diesel Fuel Capacity		26 gal. / 98 Liter (125DC - 32 Gal. / 121 Liter)	32 gal. / 127 liter
Propane Capacity	100lbs / 45.3kg		
Hydraulic Oil Capacity	26 gal. / 98 Liter	26 gal. / 98 Liter (125DC - 32 Gal. / 121 Liter)	32 gal. / 121 liter
Engine Standard	Kohler Mod. Ch2015 17HP@360RPM	Three Cyl. Isuzu Mod 3CH1 Tier 4 Final 25.4BHP @ 3,000RPM	Three Cyl. Isuzu Mod 3CH1 Tier 4 Final 25.4BHP @ 3,000RPM
Engine Option (w/Compressor)	N/A	(53 cfm comp.) Three Cyl. Isuzu Mod 3CD1 33BHP @ 3,000RPM (70 cfm comp.) Three Cyl. Isuzu Mod 3CD1TK 41.6BHP @ 3,000RPM	(53 cfm comp.) Three Cyl. Isuzu Mod 3CD1 33BHP @ 3,000RPM (70 cfm comp.) Three Cyl. Isuzu Mod 3CD1TK 41.6BHP @ 3,000RPM
Axle Capacity	3,200lb. Torsional / 1,451kg	5,200lb Torsional / 2,359kg (125DC - 3,500lb Torsional / 1587kg)	5,200lb Torsional / 2,359kg
Tires	ST185/80 D-13	ST225/75R15 (125DC - ST205/75 R14)	ST225/75 R15
Air Compressor (Optional)	N/A	53.8CFM @ 100PSI / 70CFM @ 100PSI	53.8CFM @ 100PSI / 70CFM @ 100PSI
Surface Area Material Tank	2,538in² 16,347cm²	4,267in² 27,529cm²	6,632in² 42,787cm²
Surface Area Oil Tank	3,335in² 21,516cm²	5,244 in² 33,832 cm²	7,655 in² 49,387 cm²
Ratio of Tank Surface Area	1.31:1	1.22:1	1.15:1
Controls	Standard Super Shot	Standard Super Shot	Standard Super Shot
Control Location	Hydraulic Rear, Control Box Curb Side	Hydraulic Rear, Control Box Curb Side	Hydraulic Rear, Control Box Curb Side
Hose Style	Electric	Electric	Electric
Wand Style	Electric	Electric	Electric
Hose Compartment	No	No	No
Material Recirculation	No	No	No
Boom	Dual Pillow Block Bearings	Dual Pillow Block Bearings	Dual Pillow Block Bearings
Burner Box	N/A	Front Panel Removable	Front Panel Removable

For bid specifications go to
crafco.com

NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase 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.

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 15.**

Meeting Date: 11/06/2023

Prepared By: Kevin Winkler, Public Works Manager

Caption:

**** RESOLUTION NO. 7219***

Authorizing the Purchase of a new T480 Dump Truck for the Distribution Services Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard).

Issue:

To consider approval of a resolution to purchase a new T480 Dump Truck from the BuyBoard for use within the Distribution Services Department.

Background:

The new T480 Dump truck is a new purchase to be used in the daily operations of the Distribution Services Department.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new T480 Dump Truck will be purchased from MHC Kenworth for $186,577.10 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2023-2024 Distribution Services Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Dump Truck through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7219

RESOLUTION NO. 7219

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW T480 DUMP TRUCK FROM MHC KENWORTH FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from MHC Kenworth through BuyBoard a new T480 Dump Truck at a total price of One Hundred Eighty Six Thousand Five Hundred Seventy Seven Dollars and Ten Cents ($186,577.10). 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 2023-2024 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 6th day of November 2023.

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

NEW TRUCK ORDER

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

TEXAS KENWORTH CO, LLC ("Dealer")

doing business as: MHC KENWORTH - DALLAS

PURCHASER			ADDRESS					
City of Sherman			PO Box 1106					
BUSINESS PHONE	**OTHER PHONE**		**CITY**		**STATE**	**ZIP CODE**	**COUNTY**	**DATE**
903-892-7309	903-891-0255		Sherman		TX	75091-1106	GRAYSON	04/04/2023
QUANTITY	**YEAR**	**MAKE**	**MODEL**	**BODY TYPE**			**SALESPERSON**	
1	2024	KW	T480				EARL TUCKER	
STOCK NUMBER		**COLOR**		**TO BE DELIVERED ON OR ABOUT**			**FINANCIAL SOURCE**	
				11/29/2023			Cash	
SERIAL NUMBERS								
PRICE OF VEHICLE(s) INCLUDING FET								$185,825.11

This price includes Warren dump body with pup hitch kit.

TRADE TERMS AGREEMENT APPLICABLE [X] YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT

YEAR	MAKE	MODEL
SERIAL NUMBER		**MILEAGE**
BALANCE OWED TO		**TRADE DIFFERENCE**

SUBTOTAL	$185,825.11
BUSINESS TAX	
SALES TAX	
VIT TAX	$382.99
DOCUMENTATION FEE	$295.00
REGISTRATION FEES	$74.00
TOTAL DELIVERED PRICE	$186,577.10
LESS: TRADE-IN ALLOWANCE	
LESS: BALANCE OWED ON TRADE-IN	
TRADE-IN EQUITY	
LESS: CASH DEPOSIT SUBMITTED WITH ORDER	
CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery	$186,577.10

A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.

2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.

3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 16.**

Meeting Date: 11/06/2023

Prepared By: Kevin Winkler, Public Works Manager

Caption:

**** RESOLUTION NO. 7220***

Authorizing the Purchase of a new U55-5R3A Mini Excavator from Zimmerer Kubota for Distribution Services through Sourcewell

Issue:

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

Background:

The new Mini Excavator will replace vehicle 564, a 2012 Case Excavator.

Origination:

Department of Public Works

Financial Consideration:

The new Mini Excavator will be purchased from Zimmerer Kubota for $71,972.94 through Sourcewell. Funding for this purchase was appropriated in the fiscal year 2023-2024 Distribution Services Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Mini Excavator from Zimmerer Kubota through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7220

Zimmerer Kubota Quote

Sourcewell Agreement

RESOLUTION NO. 7220

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW U55-5R3A MINI EXCAVATOR FROM ZIMMERER KUBOTA FOR DISTRIBUTION SERVICES 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 Zimmerer Kubota through Sourcewell a new U55-5R3A Mini Excavator at a total price of Seventy One Thousand Nine Hundred Seventy Two Dollars and Ninety Four Cents ($71,972.94). 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 2023-2024 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 6th day of November 2023.

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

Sourcewell
Utility Tractors & Mowers – 031121
CE and AG – 040319
Utility Vehicles 122220
Arkansas 4600041718
Delaware GSS-21673
Mississippi (CE Only) 8200056371
Mississippi 8200055841

U55-5R3A WEB QUOTE #2718072
Date: 10/18/2023 9:36:22 AM

-- Customer Information --
Risner, Jayson
City of Sherman
jaysonr@cityofsherman.com
9038147291

Quote Provided By
ZIMMERER KUBOTA & EQUIPMENT, INC.
Clay Yonts
14851 U.S. Hwy 75
Van Alstyne, TX 75495
email: claytony@zkmail.com
phone: 9037124035

-- Standard Features --

Kubota

U Series U55-5R3A

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES
Tight Tail Swing
Eco Plus System
Auto Idler
Rubber Track Model
ROPS/OPG (Top Guard Level I)
A/C Cab
Suspension Seat
Kubota 3 Hydraulic Pump Load Sensing System
1 Gear, 2 Variable Displacement Pumps
All Controls Hydraulic Pilot Controls
Two Operating Pattern Selection System
Accumulator
Digital Control Panel
Attachment Flow Presets, Service Alerts
Standard Front Dozer Blade w/ Float
360 Degree Full Rotation
70 Degree Left, 55 Degree Right Boom Swing
19.8 gpm Adjustable Aux. Hydraulics Port 1
9.8 gpm Adjustable Aux. Hydraulics Port 2
Thumb Bracket & Relief Valves
Five Second Quick Preheat System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed Travel System
Swivel Negative Brake
Travel Negative Brake
Third Line

DIMENSIONS AND OPERATING WEIGHT
U55-5R3A, Rubber Tracks, ROPS/OPG (Top Guard Level I) A/C Cab,
Angle Dozer Blade, Dipper Arm, Counterweight
Overall Length 18' 1.3"
Overall Width 6' 5.2"
Overall Height 8' 4"
Operating Weight 12,535 lbs.*
Ground Clearance 12" 0.2"
* Includes operator's weight, 165 lbs.

ENGINE
V2607 Kubota CR E5 Tier 4 Final Diesel Engine
4 Cylinder, 4 Cycle
46.4 Net HP @ 2200 rpm (SAE J1349)

OPERATIONAL DIMENSIONS
Max Digging Depth 11' 10.3"
Max Digging Radius @ Ground Level 19' 6.1"
Max Vertical Digging Depth 4' 11.6"
Max Dumping Height 13' 2.3"

DOZER BLADE DIMENSIONS
Width 77.2"
Height 16.1"
Lift Above Ground 17.3"
Drop Below Ground 16.1"

PERFORMANCE
Digging Force @ Bucket (K7919) 11,177 lbs.
Digging Force @ Dipper Arm 6,261 lbs.
Travel Speed (Low) 1.8 mph
Travel Speed (High) 3.1 mph
Climbing Ability 36% / 20°
Lift Capacity 3,700 lbs. Over Front
Blade Grounded
4.0 Ft. Load Point Height
12.0 Ft. Load Radius

-- Custom Options --

U55-5R3A Base Price:	$86,774.00
(1) 24"Q.A. TRENCHING BCKT/U55/KX057-4 K7919-24"Q.A. TRENCHING BCKT/U55/KX057-4	$1,866.00
(1) AT&T TELEMATICS MODEM DCU6700-AT&T TELEMATICS MODEM	$444.00
(1) EXCAVATOR & WL TELEMATICS HARNESS K6704A-EXCAVATOR & WL TELEMATICS HARNESS	$160.00
Configured Price:	$69,244.00
Sourcewell Discount:	($21,418.56)
SUBTOTAL:	$67,825.44
2Yr U55-5R3A Extended Warranty (4000 hrs.)	$2,900.00
Dealer Assembly:	$110.00
Freight Cost:	$737.50
PDI:	$400.00
Total Unit Price:	$71,972.94
Quantity Ordered:	1
Final Sales Price:	$71,972.94

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some models may not be sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase 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.

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 17.**

Meeting Date: 11/06/2023

Prepared By: Kevin Winkler, Public Works Manager

Caption:

**** RESOLUTION NO. 7221***

Authorizing the Purchase of a new SVL75-3HWCC Skid Steer from Zimmerer Kubota for the Distribution Services Department through Sourcewell.

Issue:

To consider approval of a resolution to purchase a new SVL75-3HWCC Skid Steer from Sourcewell for use within the Distribution Services Department.

Background:

The new Skid Steer will replace vehicle 567, a 2012 Case Skid Steer.

Origination:

Department of Public Works

Financial Consideration:

The new Skid Steer will be purchased from Zimmerer Kubota for $64,836.97 through Sourcewell. Funding for this purchase was appropriated in the fiscal year 2023-2024 Distribution Services Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Skid Steer from Zimmerer Kubota through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7221

Zimmerer Kubota Quote

Sourcewell Agreement

RESOLUTION NO. 7221

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW SVL75-3HWCC SKID STEER FROM ZIMMERER KUBOTA 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 Zimmerer Kubota through Sourcewell a new SVL75-3HWCC Skid Steer at a total price of Sixty Four Thousand Eight Hundred Thirty Six Dollars and Ninety Seven Cents ($64,836.97). 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 2023-2024 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 6th day of November 2023.

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

Sourcewell
Utility Tractors & Mowers – 011121
CE and AG – 040319
Utility Vehicles 122220
Arkansas 4600041718
Delaware 055-21673
Mississippi (CE Only) 8200058371
Mississippi 8200055841

SVL75-3HWCC WEB QUOTE #2718068
Date: 10/18/2023 9:23:50 AM

-- Customer Information --
Risner, Jayson
City of Sherman
jaysonr@cityofsherman.com
9038147291

Quote Provided By
ZIMMERER KUBOTA & EQUIPMENT, INC.
Clay Yonts
14851 U.S. Hwy 75
Van Alstyne, TX 75495
email: claytony@zkmail.com
phone: 9037124035

-- Standard Features --

Kubota

S Series SVL75-3HWCC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES	BASIC UNITS
Vertical Lift Path Loader Frame	SVL75-3, 15.8" Rubber Tracks, Open ROPS/FOPS Cab
Standard Front Quick Coupler, Float Standard	Hydraulic Quick Coupler
Hydraulic Quick Coupler Option	Cold-weather CCV Package
Selector Loader Arm Self-Leveling	
Loader Boom Lock	ENGINE
Open ROPS & Air Conditioned ROPS/FOPS Cab Models	V3307 Kubota CR-TE4, Tier 4 Diesel Engine
High Back, Adjustable, Vinyl, Suspension Seat	4 Cylinder, 4 Cycle, Turbo Charged
2" Retractable Seat Belt and 2-Piece Seat Bar	74.3 Gross HP @ 2400 rpm
12V Electric Outlet	DIMENSIONS
19.2 gpm Auxiliary Hydraulics standard, 29.8 gpm Option	Cab Height 81.8"
Direct To Tank Return Line	Width (without attachment) 65.9"
Rigid Mounted Undercarriage, 4 Lower Track Rollers	Width with wide track option (without attachment) 69.1"
Rubber Tracks, 12.6" Standard, 15" Optional	Length (without attachment) 112.0"
Two Speed Travel System	Length of Track on Ground 56.5"
Automatic Wet Disk Parking Brake	OPERATIONAL DIMENSIONS
Kubota 4 Hydraulic Pump Load Sensing System	Operating Weight*, SVL75H, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler 9,190 lbs.
2 Gear, 2 Variable Displacement Pumps	Rated Operating Capacity (@ 35% of Tipping Load) 2,490 lbs.
Hydraulic Joystick Controls, Optional Multi-Functional Grips	Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1and SAE J 818
ISO Operating Pattern Hand And Foot Throttle Controls	for crawler loaders
Electronic Travel Torque Management	Rated Operating Capacity (ROC) @ 50% of Tipping Load 3,657 lbs.
Automatic Glow Plugs	Tipping Load 7,112 lbs.
7" Multifunction Touch Screen	Auxiliary Hydraulics Flow 19.2/ 29.8 gpm
Integrated Rear Camera	Travel Speed (Low / High)
Keyless Start	5.6 /8.6 mph
Self Bleed Fuel System	Reach @ Maximum Height 39.6"
2 Front and 2 Rear Working Lights	Height to Hinge Pin 122.7"
Hour Meter, Engine Temperature and Fuel Gauges and Warning Lights	Ground Pressure (Standard Track) 5.8 psi
Horn and Backup Alarm	Ground Pressure (Wide Track) 4.7 psi
Lockable Fuel Cap	Traction Force 9,678 lbf.
Bolt On Grab Handles to enter machine	* Includes operator's weight, 175 lbs.

-- Custom Options --

SVL75-3HWCC Base Price:	$77,808.00
(1) 74" Heavy Duty Low Profile, Long Floor, Teeth, Side Cutter, 19.2 cu-ft heaped capacity AP-HD74LLT-74" Heavy Duty Low Profile, Long Floor, Teeth, Side Cutter, 19.2 cu-ft heaped capacity	$2,490.00
(1) SVL75-3 TELEMATICS HARNESS S8708-SVL75-3 TELEMATICS HARNESS	$55.00
(1) AT&T TELEMATICS MODEM DCU6700-AT&T TELEMATICS MODEM	$444.00
Configured Price:	$80,797.00
Sourcewell Discount:	($19,391.28)
SUBTOTAL:	$61,405.72
2Yr SVL75-3HWCC Extended Warranty	$2,200.00
Dealer Assembly:	$0.00
Freight Cost:	$831.25
PDI:	$400.00
Total Unit Price:	$64,836.97
Quantity Ordered:	1
Final Sales Price:	$64,836.97

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some models and products are sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase 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.

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 18.**

Meeting Date: 11/06/2023

Prepared By: Zachary Flores, Assistant City Manager

Caption:

**** RESOLUTION NO. 7222***

Authorizing the Purchase and Installation of a new HVAC System from McDaniel Air Conditioning & Heating for City Hall Through TIPS

Issue:

Authorizing the Purchase and Installation of a new HVAC System for City Hall Through TIPS

Background:

This is a request to purchase replacements for our current HVAC roof top units on the city hall building. The current HVAC systems were installed more than 20 years ago. The system control boards in the RTU are no longer in production, the units are also R22 systems and R22 is no longer in production, and since 2020, the City has spent a considerable amount of money on system upkeep. By replacing the HVAC systems, we would have a dependable system in place that will serve the City for many years to come.

Origination:

Building Maintenance

Financial Consideration:

Total cost is $130,000

Staff Recommendation:

It is recommended that staff be authorized to purchase the new HVAC system through TIPS.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7222

Quote

RESOLUTION NO. 7222

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE AND INSTALLATION OF A NEW HVAC SYSTEM FROM MCDANIEL AIR CONDITIONING & HEATING FOR CITY HALL THROUGH TIPS; 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 McDaniel Air Conditioning and Heating for through a new HVAC System and installation for City Hall at a total price of One Hundred and Thirty Thousand dollars and Zero cents ($130,00). Any agreements related to the purchase must be approved by the City Attorney.

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 6th day of November 2023.

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

McDaniel Air Conditioning & Heating

QUOTE

P.O. Box 153
Collinsville, TX 76233
903-429-3010
903-429-9959 Fax
mcdanielhvac@gmail.com
TACLA0028263C
OK000123751
TIPS CONTRACT #23010401

DATE: 10/16/23

TO CITY OF SHERMAN
PROJECT – CITY HALL HVAC REPLACEMENT
903-421-5515
davids@cityofsherman.com

QTY	DESCRIPTION	TOTAL
	SCOPE OF WORK	
8	INSTALL THE FOLLOWING CARRIER GAS/ELECTRIC RTUS: • 7.5 TON X4 208/230V 3PH • 4 TON X2 208/230V 3PH • 3 TON X1 208/230V 3PH • 2 TON X1 208/230V 1PH INCLUDES: • CRANE RENTAL. • CURB ADAPTERS, HAIL GUARDS • RECONNECT ELECTRICAL, GAS, DRAINS, AND CONTROLS • NEW PIPE STANDS UNDER DRAIN LINES • NEW DISCONNECTS • WORK TO BE DONE OVER THE WEEKEND. *2,3, AND 4 TON UNITS WILL HAVE MANUAL FRESH AIR DAMPERS *7.5 TONS WILL HAVE LOW LEAK 2 SPEED ECONOMIZERS	**TOTAL:** **$130,000.00**

TOTAL PRICE INCLUDES LABOR, MATERIALS & SALES TAX (IF APPLICABLE)

PAYMENT TERMS: INVOICE / DRAWS DUE UPON RECEIPT

Prices are good for 30 days from the date of bid. Prices are subject to change without advance notice. This bid does not include electrical or plumbing (gas) work unless otherwise noted. Each project is different and may require work from one of these trades. McDaniel Air Conditioning & Heating does not hold these trade licenses and are not responsible for any fees that may be necessary or incurred. Every effort has been made to ensure the accuracy of the information provided, however, inaccuracies or typographical errors may occur.

Customer attests that they have the authority to order the work outlined above and agree that McDaniel Air Conditioning & Heating (Seller) retains the title to equipment/materials furnished until final payment is made. If payment is not made as agreed, Seller can remove said equipment/materials at Customer's expense. Any damage resulting from said removal shall not be the responsibility of Seller.

LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers or suppliers written warranty only. All labor performed by McDaniel Air Conditioning & Heating is warranted for one (1) year or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company. The manufacturer retains the final say in any warranty situation.

TO ACCEPT QUOTE: sign, date & return: _____

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 19.**

Meeting Date: 11/06/2023

Prepared By: Billy Hartsfield, Fire Chief

Caption:

**** RESOLUTION NO. 7223***

Awarding a Bid to and Authorizing Execution of a Contract with 1 Priority Environmental Services, LLC for Asbestos Abatement Services for Fire Station No. 1

Issue:

To consider awarding a bid to and authorizing execution of a contract with 1 Priority Environmental Services, LLC of Fort Worth, Texas based on an invitation to bid for asbestos abatement services at Fire Station No. 1.

Background:

At the September 5, 2023 meeting, City Council approved a request for advertisement for the solicitation of public bids for asbestos abatement services for Fire Station No.1. On October 5, 2023, five (5) bids were received, with one bid deemed non-responsive. City staff recommends awarding to the lowest responsible bidder, 1 Priority Environmental Services, LLC., of Fort Worth, Texas, with a bid price of $48,600.00.

Origination:

Fire Services

Financial Consideration:

This project will be funded by the 2023 Certificates of Obligation.

Staff Recommendation:

City staff recommends awarding the bid to, and authorizing the City Manager to execute a contract with 1 Priority Environmental Services, LLC.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 72223
Agreement
Addendum No. 1
Addendum No. 2
Exhibit A_Bid Request
Exhibit B_Bid Submittal
Exhibits C through E
Bid Tabulation

RESOLUTION NO. 7223

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH 1 PRIORITY ENVIRONMENTAL SERVICES, LLC FOR ASBESTOS ABATEMENT SERVICES FOR FIRE STATION NO. 1; 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 1 Priority Environmental Services, LLC, of Fort Worth, Texas, is hereby awarded the bid for asbestos abatement services for Fire Station No. 1 in the amount of Forty Eight Thousand Six Hundred Dollars and No Cents ($48,600.00)**;** and 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 contract with 1 Priority Environmental Services, LLC for asbestos abatement services for Fire Station No. 1, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2023-2024 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 6th day of November 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

RYAN D. PITTMAN, CITY ATTORNEY

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND 1 PRIORITY ENVIRONMENTAL SERVICES, LLC

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and **1 Priority Environmental Services, LLC,** a limited liability company ("Contractor"), enter into this Construction Agreement ("Agreement") for **Asbestos Abatement Services for Fire Station No. 1**. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with **Asbestos Abatement Services for Fire Station No. 1** under the terms and conditions of this Agreement ("Project");

WHEREAS, SHERMAN issued a Request for Proposals, attached hereto as Exhibit A and incorporated herein for all purposes ('Bid Request"), seeking competitively sealed bids for **Asbestos Abatement Services for Fire Station No. 1**; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

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

1. Scope of Services.
Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's

authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.

Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within seven (7) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within twenty-one (21) calendar days of the Mobilization Date. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed Forty-Eight Thousand Six Hundred Dollars and No Cents ($48,600.00) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, which fiscal year ends on September 30th of each year, shall be subject to SHERMAN City Council approval. In the event that the SHERMAN City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that SHERMAN shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

a. This Agreement;

b. The Bid Request, attached hereto as Exhibit A;

c. The Submittal, attached hereto as Exhibit B;

d. SHERMAN's Insurance Requirements, attached hereto as Exhibit C;

d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);

e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

f. Affidavit of No Prohibited Interested, attached hereto as Exhibit D;

g. Conflict of Interest Questionnaire, attached hereto as Exhibit E;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order.

5. Liquidated Damages.

Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars ($250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment and Performance Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit C.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "SHERMAN" FOR PURPOSES OF THIS SECTION) 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, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN (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 SHERMAN 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 CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, 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.

IN ITS SOLE DISCRETION, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY SHERMAN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY SHERMAN IN WRITING. SHERMAN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, SHERMAN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF

CONTRACTOR'S OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN'S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.
SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

SHERMAN is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the

Agreement Documents, then SHERMAN shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

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.

14. 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 their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

15. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of SHERMAN. Contractor 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 Contractor of its full obligations to SHERMAN as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third party billing.

16. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN 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.

17. 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 included in this Agreement.

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

19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, 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.

20. 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 Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

22. No 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.

23. 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.

24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

25. Notice.
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

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 to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: 1 Priority Environmental Services, LLC
Corey Nichols
4028 Daley Ave
Fort Worth, TX 76180
Telephone: 817-595-0790
Email: cnichols@go1priority.com

If to SHERMAN, to: City of SHERMAN
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

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

26. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, 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 Contractor is legally responsible.

30. Reference to SHERMAN.
When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.
SHERMAN 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. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.

SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. 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. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. 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.

[*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 sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager

Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

1 Priority Environmental Services, LLC

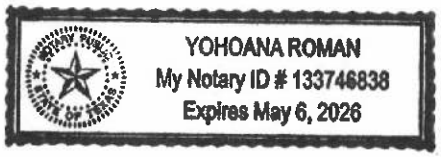
a Texas Limited Liability Company

By: _____
Printed Name: Corey Nichols
Title: Branch Manager
Date: 10/27/2023

STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Corey Nichols known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the Branch Manager and duly authorized representative for **1 Priority Environmental Services, LLC** and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of October, 2023.



_____
Notary Public in and for the State of Texas.
My Commission Expires: May 6th, 2026.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Addendum #1

Invitation to Bid – Asbestos Abatement Services for Fire Station No. 1 -- Bid No. 2023-22

Questions submitted by potential bidder. This addendum makes the information available to all bidders.

1. What is the height of the deck where the fireproofing is located?
The bottom of the 'T' at 13'- 9" above the finish floor and the top of the concrete 'T' is located at 14'- 6" above the finish floor.

2. What type of deck does the station have? Is the deck flat concrete, metal, or corrugated metal, etc.? **The existing roof is a pre-cast concrete 'T'. The ACM material is on the concrete 'T' structure and on the concrete beams which support the 'T' structure.**

Sherman
CLASSIC TOWN. BROAD HORIZON.

Addendum #2

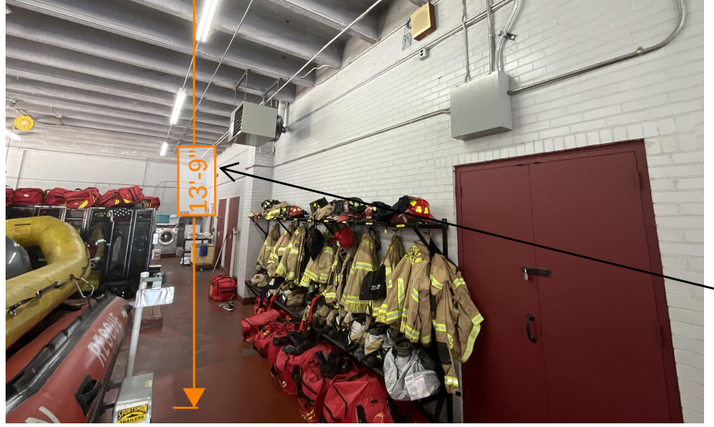
Invitation to Bid – Asbestos Abatement Services for Fire Station No. 1
-- Bid No. 2023-22

This addendum is made available for all bidders.
****Please see next page****



Orange hatch indicates area of spray applied fire proofing on existing concrete "T" structure.

PHOTO-1

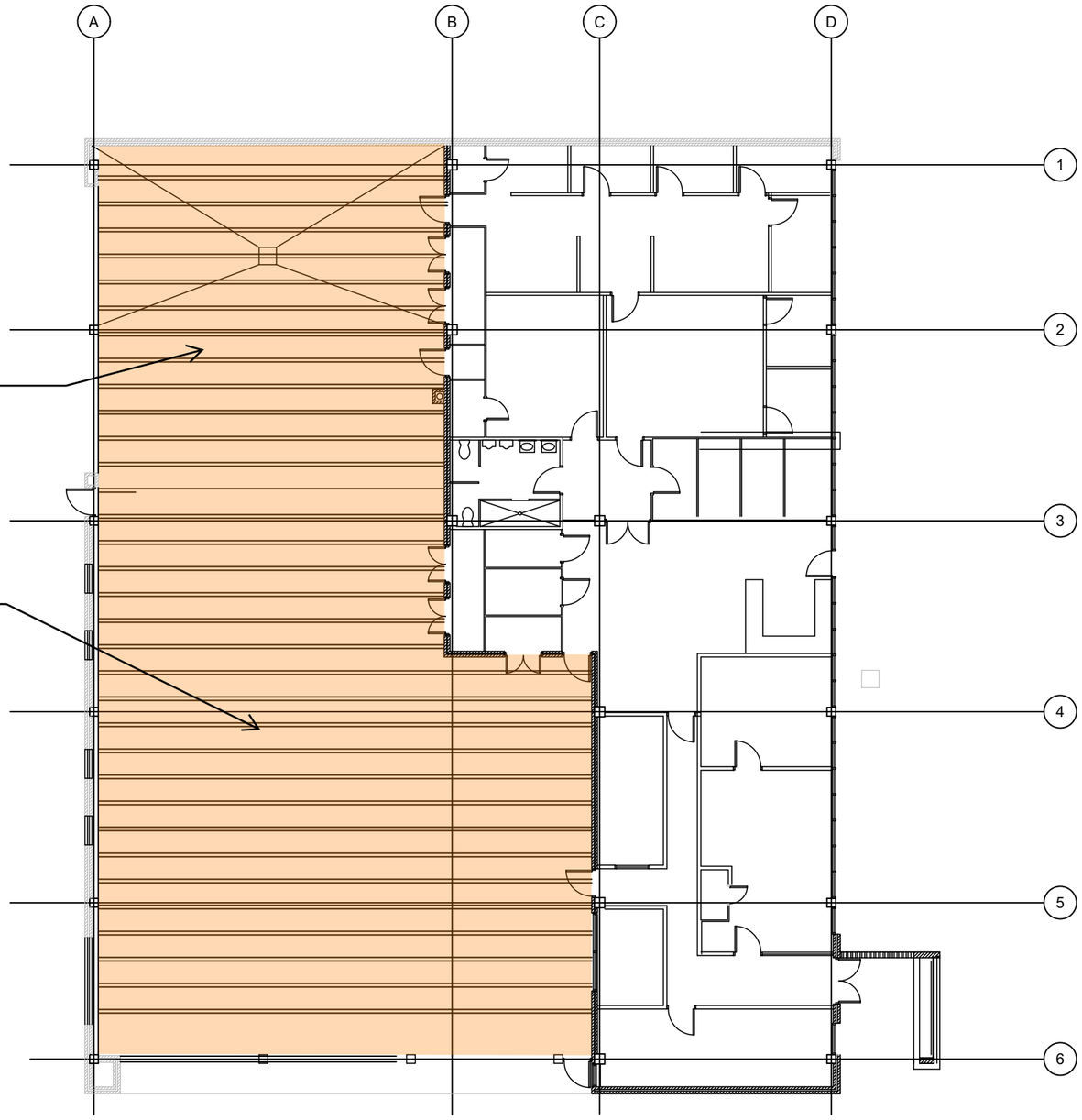


Ref PHOTO-1 and PHOTO-2 for concrete "T" profile.

Bottom of "T" at 13'-9" a.f.f. Fire proof material extends over entire profile of "T" structure.

PHOTO-2

Orange hatch indicates area of spray applied fire proofing on existing concrete "T" structure.



EXISTING PLAN

SHERMAN FIRE STATION NO. 1
EXISTING FACILITY LAYOUT

Exhibit A
Invitation to Bid

City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Invitation to Bid

For

ASBESTOS ABATEMENT SERVICES FOR FIRE STATION NO. 1

ITB No. 2023-23

Publication Dates: **Friday September 15, 2023**
Sunday September 24, 2023

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2023-23; **Asbestos Abatement Services for Fire Station No. 1**

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Asbestos Abatement Services for Sherman Fire Station No. 1** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Thursday, October 5, 2023,** at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – ITB for Asbestos Abatement Services for Sherman Fire Station No. 1- No. 2023-23

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 5th day of October, 2023,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2023-23 – Asbestos Abatement Services for Fire Station No. 1

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX

Each bid delivered to the City shall be sealed and clearly marked "Asbestos Abatement Services for Sherman Fire Station No. 1 – Bid # 2023-23" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Thursday, October 5, 2023,** at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive **sealed** bids for: **Asbestos Abatement Services for Fire Station No. 1.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the

City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

All site visit requests must be scheduled directly with the Fire Department. Contact Chief Billy Hartsfield at 903-892-7263. All site visits must be scheduled in advance.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful

demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder

whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

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ECS Southwest, LLP

Asbestos Abatement Specifications

Sherman Fire Station #1
318 South Travis Street
Sherman, Texas 75090

For: Hidell Associates Architects
Mr. Aaron Babcock
3033 Kellyway Drive, Suite 120
Carrollton, Texas 75006

ECS Project No. 51:3470-A

August 7, 2023

August 7, 2023

Mr. Aaron Babcock
Hidell Associates Architects
3033 Kellyway Drive, Suite 120
Carrollton, Texas 75006

ECS Project No. 51:3470-A

Reference: Asbestos Abatement Specifications
Sherman Fire Station #1
318 South Travis Street
Sherman, Texas 75090

Dear Mr. Babcock:

ECS Southwest, LLP (ECS) is pleased to provide the asbestos abatement specifications for the above referenced property. The scope of work was approved May 8, 2023, associated with ECS Proposal #51-4994.

The attached asbestos abatement project design document is in general accordance with federal guidelines, Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61 Subpart M and Occupational Safety and Health Administration (OSHA) 29 CFR 1926.1101 and Texas Department of State Health Services (TDSHS) Texas Asbestos Health Protection Rules (TAHPR). The project will include proper removal, transportation and disposal of asbestos-containing materials, including but not limited to the following materials identified in Table 1 below.

Asbestos Containing Material	Location	Approximate Quantity
Spray Applied Fireproofing and Overspray	Garage Bay Area	~5,598 S.F.

Please refer to the enclosed Asbestos Abatement Specifications for the asbestos abatement project at the location referenced above. ECS appreciates the opportunity to provide you with our environmental services. Please feel free to contact us regarding the results of the survey. As always, thank you for your consideration.

Respectfully submitted,
ECS SOUTHWEST, LLP

Martin Dehlinger
Senior Environmental Project Manager
TDSHS Asbestos Consultant #105786

Katherine Moore
Environmental Principal
TDSHS Asbestos Consultant #105786

Attachment: Asbestos Abatement Specifications

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3.06 Final Decontamination of Work Area

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3.08 Recordkeeping and Log

3.09 Inspections

GENERAL

1.01 STIPULATIONS

A. References herein to "Contractor", "Asbestos Abatement Contractor" or "AAC" refer to the properly certified personnel employed directly under the owner.

B. The procedures specified in this section are for minimum performance. Variations to the stipulated work procedures will only be accepted through written approval by ECS Southwest. The AAC is responsible for conformance to regulatory codes, rules and guidelines. The AAC is required to obtain all permits, licenses and approvals to perform the work, including any rights to use patented systems.

1.02 SCOPE OF WORK

A. The work includes, but is not necessarily limited, to the following:

1. The contractor shall be responsible for providing a safe work environment for the contractor's employees working at the site in accordance with all OSHA requirements.

2. Proper removal and disposal of asbestos-containing materials and all debris generated from the work

Asbestos Containing Material	Location	Approximate Quantity
Spray Applied Fireproofing and Overspray	Garage Bay Area	~5,598 S.F.

3. The contractor shall remove and properly dispose the estimated quantities of asbestos containing materials in accordance with this specification. The quantities listed represent estimates only and are not guaranteed. The Contractor shall not use quantities listed herein as a sole basis for preparing bids. It is the responsibility of the bidder to review and confirm all quantities and field conditions including locations, surface area, thickness, cross-sectional area, component layers, and substrate conditions. Neither the owner, nor the owner's representative, the owner's agent or the asbestos project monitor, will be responsible for errors or omissions and/or changes for additional work arising from bidders' failure to become familiar with the existing site conditions, requirements of the work, and the results to be produced. By submitting a bid, the bidder further agrees that the description contained herein (i.e., quantities, descriptions, locations, areas, thickness, etc.) are adequate and that the bidder will produce the required results.

4. The AAC should allow under their base bid for the removal of all materials as described in this specification. Under the base bid scope of work, the contractor shall be responsible for performing exploratory checking of the solid walls, ceilings, and chase walls for presence of concealed suspect ACMs. All newly discovered suspect asbestos-containing materials (if any) shall be tested prior to removal by the owner's project monitor. The contractor shall assist the owner's project monitor in sample collection. The contractor shall not remove any of the newly discovered suspect ACMs without the written approval

of the owner or the owner's representative. The owner or owner's representative will verify quantities as they are removed.

B. All workers must be EPA accredited TDSHS licensed and trained asbestos workers/supervisors. In addition, sufficient manpower must be provided to maintain the overall project schedule.

C. Submit required documentation in accordance with Owner's "Submittal Procedures". Copy all communication to Owner and Environmental Consultant.

1. Waste Manifest or Waste Shipment Record Submittal will not be acted upon by Owner but may be accepted as Information Submittals.

2. The filing of required notifications, landfill charges, supplying of all labor, tools, materials, equipment, services and appurtenances to accomplish the work below. The work shall be performed to the complete satisfaction of SAIA Freight (Owner) in accordance with the current Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) regulations, and any other applicable Federal, State and Local Government regulations. The AAC should perform the abatement in accordance with the most stringent of the regulations provided.

D. AAC is responsible for demolition required to access ACMs. AAC shall be responsible for removing any and all fixed furniture, cabinets, mechanical or electrical equipment, etc. to access ACMs. Coordinate with the Owner and/or General Contractor (GC) if disconnects to mechanical or electrical equipment are required to access ACMs.

E. Any loose furnishings and fixtures which remain in the work areas must be covered and sealed with a minimum of one (1) layer of 6-mil polyethylene sheeting.

1.03 CONTROL OF WORK

A. Work which does not conform to the requirements of the contract, plans and specifications will be considered unacceptable.

B. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be corrected immediately to an acceptable condition.

C. If the Owner or Environmental Consultant finds the materials furnished, work performed, or the finished product not within conformity with the contract documents and have resulted in an unacceptable finished product, the affected work or material shall be corrected by and at the expense of the Contractor.

1.04 QUALITY ASSURANCE

A. Independent testing agency:

1. AAC to coordinate with the Owner whose purpose shall be to establish ambient levels of airborne fibers before, during, and after abatement activities, and to detect faults in the work area isolation that might result in the contamination of the building with airborne asbestos fibers caused by the failure of the air exhausting system or rupture in the

containment barriers. The Owner or Owner's Consultant shall ensure that all work is performed in compliance with OSHA and EPA standards and regulations.

2. Airborne fibers referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM) in accordance with NIOSH 7400 Procedure. Should the PCM air monitoring detect either a fault in the work area isolation or visible emission, the AAC shall immediately cease asbestos abatement activities until the fault is corrected. Work shall not recommence until authorized by the Owner or Owner's Consultant.

3. Any result greater than 0.01 fibers per cubic centimeter (f/cc) collected by an air sample outside the work area shall be considered as evidence of a fault in the work area isolation. The AAC shall strive to maintain the asbestos concentration inside the work area equal to or less than 0.2 f/cc by engineering and work practice controls. It is recognized that there may be situations when this is not feasible. At the discretion of the Owner or Owner's Consultant, levels may exceed 0.2 f/cc, but not 0.5 f/cc. Additional engineering and work practice controls shall be implemented by the AAC should any result from an air sample collected inside the work area exceed 0.5 f/cc.

4. Excessive Airborne Fiber Counts: The following procedures shall be used to resolve any dispute regarding fiber type when a project has been stopped due to excessive airborne fiber counts. Samples will be taken and analyzed by phase contract microscopy (PCM) utilizing NIOSH 7400 Method by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.

5. Personnel Air Samples: The AAC is responsible for monitoring its personnel in accordance with OSHA regulations 29CFR 1926.1101 and mandatory appendices.

6. Asbestos abatement work shall be considered substantially complete upon confirmation of final air clearance by the Owner or Owner's Consultant and passing a visual clearance inspection performed by the ACHD.

B. Contractor Experience:

1. The AAC shall be pre-approved by ECS Southwest.
2. The AAC shall be certified by the Environmental Protection Agency (EPA)
3. The AAC shall be licensed by the Texas Dept. of State Health Services (TDSHS)
4. The AAC certification number must be provided to the Owner in its bid.

C. Worker Certification:

1. Furnish proof that its employees have had instruction on the dangers of asbestos exposure, on respirator use, decontamination, and current OSHA and EPA regulations. Proof of training is to be provided to the Owner or Owner's Consultant prior to commencement of abatement activities.

2. There must be always on-site during abatement activities, an EPA Certified and TDSHS licensed Asbestos Abatement Supervisor. The Asbestos Abatement Supervisor shall have successfully completed an EPA Certified Practices and Procedures Course as per 40 CFR, Part 763, Subpart E, Appendix C-EPA Model Accreditation Part (must provide a copy of certificate from EPA approved course). All asbestos workers shall have



successfully completed an EPA Certified Practices and Procedures Course as per 40 CFR, Part 763, Subpart E, Appendix C-EPA "Model Accreditation Plan". The Contractor must provide copies of current certificates from Pennsylvania Department of Labor and Industry for all workers and supervisors.

3. The Abatement Supervisor and Abatement Workers shall be EPA Accredited and TDSHS licensed. Each worker/supervisor shall have photo identification issued by acceptable governmental entity available at the work site.

1.05 POSTING OF REGULATIONS

A. The AAC shall always have in his possession at its office one (1) copy and on view at the job site one (1) copy, current OSHA Regulations 29CFR1926.1101, Asbestos, and current Environmental Protection Agency 40 CFR Part 61, Subpart N: National Emission Standard for Asbestos, Asbestos Stripping Work Practices and Disposal of Asbestos Waste.

1.06 CODES, REGULATIONS AND REGULATORY AGENCY SUBMITTALS (AAC'S RESPONSIBILITY)

A. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

B. The following codes and regulations govern asbestos abatement work, asbestos waste material, hauling and disposal, employee health and safety, and environmental protection:

1. U.S. Department of labor, OSHA, including but not limited to:
   a. Occupation Exposure to Asbestos, Title 29, Part 1910, Section 1001 and Part 1926, Section 1101 of the Code of Federal Regulations.
   b. Respiratory Protection, Title 29, Part 1910, Section 134 of the Code of Federal Regulations.
   c. Training and Work Practices, Title 29, Part 1926, Section 26 of the Code of Federal Regulations.
   d. Employee Exposure and Medical Records, Title 29, Part 1910, Section 20 of the Code of Federal Regulations.
   e. Specifications for Accident Prevention Signage and Label, Title 29, Part 1910, Section 145 of the Code of Federal Regulations.

2. U.S. Environmental Protection:
   a. Regulations for Controlling Visible Emissions, National Emission Standard for Asbestos, Title 40, Part 61, Subpart M of the Code of Federal Regulations.
   b. Guidelines for Disposal of Solid Waste, Title 40, Part 241 of the Code of Federal Regulations.
   c. Criteria for Classification of Solid Waste Disposal Facilities and Practices, Title 40, Part 257 of the Code of Federal Regulations.
   d. Asbestos Hazard Emergency Response Act (AHERA) Title 40, Part 763, Subpart E.

3. U.S. Department of Transportation
   a. Hazardous Material Regulations, Title 49, Part 107 of the Code of Federal Regulations.

4. Texas Department of State Health Services:
   a. Texas Asbestos Health Protection Rules Title 25, Part 1, Chapter 296, Subchapter A.

C. Notify the following agencies in writing ten (10) days prior to starting work for notification and instructions concerning proper disposal of asbestos waste material. Copies of all notifications shall be sent to the Owner and the Environmental Consultant.

1. United States Environmental Protection Agency - Region III
   Asbestos - NESHAP Coordinator (3AT33)
   841 Chestnut Building
   Philadelphia, Pennsylvania 19107

2. Texas Department of State Health Services
   DSHS Asbestos/Demolition Notification
   PO Box 12190
   Austin, Texas 78711-2190
   EHNG.help@dshs.state.tx.us
   512-834-6747

1.07 AIR MONITORING

A. Air sampling of work areas and surrounding environment shall be conducted during the performance of this contract by the Owner or Owner's Consultant so as to ensure compliance with all codes, regulations, ordinances and these specifications.

B. AAC shall fully cooperate with the Owner or Owner's Consultant and all others responsible for testing and inspecting the work.

C. Air testing and analysis shall be in accordance with current requirements of Section 29 CFR 1926.1101 of the current OSHA Regulations, as a minimum. Analysis shall be performed by Phase Contrast Microscopy (PCM) per NIOSH 7400 Method analytical procedures and/or Transmission Electron Microscopy (TEM) per EPA Level II analytical procedures.

D. Prompt reports are necessary so that, if required, modifications to work methods and/or practices may be implemented as soon as possible, if such action is required.

E. Representatives of the Owner or Owner's Consultant shall have access to the work area at all times. Provide facilities for such access in order that the Owner or Owner's Consultant may properly perform its function.

F. Work area visual inspection shall be completed before work site protective barriers are removed.

G. AAC is responsible for performing the thirty (30) minute excursion air sampling per OSHA Regulations.



H. AAC is responsible for performing personal air samples in the employees breathing zone per OSHA regulations.

1.08 PLACEMENT OF WARNING SIGNS AND LABELS

A. Warning Signs and Labels: Provide warning signs at all approaches to asbestos control areas containing concentrations of airborne asbestos fibers. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area. Provide labels and affix to all asbestos materials, scrap waste, debris and other products contaminated with asbestos.

Warning Signs: Provide warning signs conforming to 29 CFR 1926.1101 with the following legend:

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING ARE
REQUIRED IN THIS AREA

Provide spacing between lines at least equal to the height of the upper of any two lines.

Provide signs in English and Spanish in compliance with OSHA and EPA rules. Remove all signs upon completion of construction.

B. Caution Labels: Attach label to each disposal bag and container, displaying the following legend:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

C. Identification Label: Attach label to inner opaque or colored disposal bag so that it remains visible through the clear outer bag. Attach labels to container transported from facility site. Text shall include the following legend:

Waste Generator Name:

Generator Location:

D. Transportation Marking: In accordance with 49 CFR 107, provide marking on all containers with more than one pound of friable asbestos, as follows:

NA2212
RQ ASBESTOS
PGIII
CLASS 9



1. As required by NESHAP, 40 CFR 61, Subpart M, mark vehicles used to transport asbestos-containing waste material during the loading and unloading of the waste so that the signs are visible as follows:

DANGER
ASBESTOS DUST HAZARD
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY

Martin Dehlinger Individual Asbestos Consultant #105786

PART 2 - PRODUCTS

2.01 EQUIPMENT AND MATERIALS

A. The list of required materials will include, but is not necessarily limited to the following:

1. Respirators: Provide respiratory protection in accordance with OSHA Regulation 29 CFR 1926.1101 and ANSI Z88.2-1980. Respiratory protection shall be as listed below. There shall be NO EXCEPTION to this requirement. No employee or visitor shall enter the area without this protection until all visible asbestos has been removed from this area. Employees or visitors shall wear this type respirator. Respirators shall be NIOSH/MSHA approved.

2. Protective Clothing: Provide only disposable protective clothing with material composition of layered polypropylene or spunbonded polyethylene nonwoven material. Disposable protective clothing is to be worn once and disposed of as asbestos-contaminated waste upon exiting from the work area. Suits shall have zipper front and attached hood and shoe covers. “Tyvek" by DuPont, or approved equal are acceptable disposable coveralls. Gloves will be worn for hand cover as required.

3. Wetting Agents: The asbestos material will be sprayed with water containing an additive to enhance penetration. The additive, or wetting agent, will be polyoxyethylene at a concentration of one (1) ounce per five (5) gallons of water, or equal. A fine spray of this solution must be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos will be sufficiently saturated to prevent emission of airborne fibers more than the exposure limits prescribed in the current OSHA standards referenced in these specifications. Dry removal shall not be performed.

4. Polyethylene sheeting: Actual thickness must be six (6) mils, for vertical protection (walls, doors, windows) and for all other uses (floors, fixed equipment, HVAC supply and return openings). Industry Standard “6 mil” sheet is not acceptable.

5. Polyethylene bags (with warning labels) six mil (.006") minimum for disposal. All asbestos that is removed shall be double bagged.

6. Tape: High quality vinyl or fabric duct tape.

7. Negative Pressure Filtration Equipment: Air movement and filtering equipment equipped with HEPA filters rated at 99.97% removal down to 0.3 microns, and of sufficient capacity to provide a minimum of four (4) air changes per hour for each active work area.

8. Airless Spray Equipment: Electric airless spray equipment for saturating and mist fiber control. Low-pressure (500 psi) equipment must be available on-site and utilized as required.

9. Vacuum: HEPA rated for surface cleaning and housekeeping. Hand operated and power tools such as, but not limited to, saws, scorers, abrasive wheels and drills should be provided with local exhaust ventilation systems with HEPA filters.



10. Hand tools: Brooms, plastic shovels, scrapers, brushes, etc., in sufficient quantity to ensure the appropriate level of housekeeping.

11. Water Filtration System: Shower and contaminated water filtration system.

12. GFCI Equipment: All electrical connectors in the work area must be through "ground fault" protected outlets/circuits.

13. Flooring Removal Machine: Infrared heat unit with HEPA filtration/purification system.

14. Chemical methods to be utilized for this project for flooring adhesive removal must be approved by the Owner.

15. SDS for all materials shall be submitted to independent testing agency and kept on site.

2.02 PERSONNEL PROTECTION

A. Personnel protection is required for laborers, mechanics, supervision, and visitors at the work site during the set-up and abatement operations.

B. Each worker shall be supplied with a minimum of two (2) complete protective work clothes and respirator filter changes per day for the complete duration of the project. Hard hats should be available as appropriate which meet ANSI Z-89.1 standards. Safety toe footwear is to be worn underneath the disposable or recyclable shoe coven and must meet the requirements and specifications in ANSI Z-41-1. Eye wear and face protection must meet the standards and specifications of ANSI Z-87.1.

C. In addition to sets of protective work clothes for workers, the Contractor shall have on hand two (2) additional sets of disposable work clothes per day for personnel who are authorized to inspect the work site. Hard hats should be available as appropriate which meet ANSI Z-89.1 standards. Safety toe footwear is to be worn underneath the disposable or recyclable shoe covers and must meet the requirements and specifications in ANSI Z-4 I-1. Eye wear and face protection must meet the standards and specifications of ANSA Z-87.1.

D. Respirators approved for asbestos use and protective work clothes will be worn by laborers and mechanics as a minimum during set-up operations (plastic draping, light-fixture dropping or removal, etc.).

E. Appropriate respirators will be worn by all personnel in the active work area.

F. Upon leaving the active work area, filters shall be discarded, cartridges removed, and respirators cleaned in disinfectant solution and clean water rinse.

G. Clean respirators will be stored in plastic bags when not in use.

H. Respirators will be inspected daily for broken, missing, or deteriorated parts.

PART 3-EXECUTION

3.01 AREA PREPARATION

A. Prior to starting the abatement, provide to the Owner and Owner's Consultant the intended methods for set-up and abatement. Issues to be covered must include type of containment, location of decontamination chambers, method to remove ACMs, safety data sheets (SDS) of any solvents to be used, landfill to be used for disposal of asbestos-containing materials, and a schedule for project completion.

B. Temporary Electrical Services within Containment Area: As required, coordinate with the Owner's access and connection to temporary power and arrangements for temporary lighting. Ensure safe use of temporary power sources and equipment in compliance with the requirements of the UL Code. Provide ground fault circuit interrupters (GFCI) for all equipment and utility circuits. All extension cords shall be grounded.

C. Plumbing and Sanitary Services within Containment Area: Provide for temporary water from existing building sources to control the generation of airborne dust, to allow for area, personnel, and equipment decontamination, and to supply decontamination unit needs. Also, provide for temporary sanitary drainage piping to decontamination unit sump at a minimum slope of 2.0%, and temporary drainage piping to wastewater pump and existing drain in accordance with local standards.

D. Under no circumstances will the AAC allow any containment areas to be broken.

3.02 DECONTAMINATION CHAMBER (USAGE AND ACTIVITIES)

A. Outside Room (clean room): In this room, the worker leaves all street clothes and dresses in clean working clothes. Respiratory protection equipment is also picked up in this area. No asbestos contaminated items should enter this room. Workers enter this room either from outside the structure dressed in street clothes, or naked from the showers, after showering.

B. Shower Room: This is a separate room used for transit by cleanly dressed workers entering the job from the outside room or by workers headed for the showers after undressing in the equipment room.

C. Equipment Room (contaminated area): Work equipment, footwear, and additional contaminated work clothing are left here. This is a change and transit area for workers.

D. Decontamination facilities require temporary utility services. Verify during bidding period the availability for temporary hook up. Mobilization, hook-up and demobilization, disconnection costs will be the responsibility of the Contractor. Installation of temporary services during demolition shall be per current EPA and OSHA regulations.

E. Work Area: The work area should be separated by polyethylene barriers from the restroom. If the airborne asbestos level in the work area is expected to be high, as in dry removal an additional intermediate cleaning space may be added between the equipment room and the work area. Isolation of the work areas, as required, is necessary to prevent contamination and fiber dispersal to other areas of the building during work and clean-up operation. Air movement

will flow uninterrupted from outside the work area through the change and equipment moms into the active work area. It is then HEPA filtered and exhausted to the building exterior.

3.03 WORK AREA ENTRANCE/EXIT

A. All workers involved in the removal of asbestos will utilize the following procedure for work area entrance and exit.

B. The worker enters outside room and removes clothing, puts on clean uniform, gloves and respirator. Gloves will be taped to uniform sleeves and boots taped to coverall legs. Uniforms will be taped closed at neck, zipper seams, wrists and ankles.

C. Any additional clothing and equipment left in dirty room required by the worker is put on. (When the work area is too cold for coveralls only, worker will usually provide him/herself with additional warm garments. These must be treated as contaminated clothing and left in the decontamination area.)

D. Worker proceeds to work area.

E. Before leaving the work area, the worker shall remove all gross contamination and debris from the coveralls, by vacuuming down the clothes with a vacuum cleaner with a HEPA filter. In practice, this is carried out by one worker assisting another.

F. The worker proceeds to equipment room and removes all clothing except respiratory protection equipment. Extra work clothing may be stored in contaminated end of the area.

G. Disposable coveralls are placed in a bag for disposal with other material. The worker then proceeds into the shower room. Respiratory protection equipment should only be removed after wetting in shower to prevent inhalation of fibers. Ensure that employees shower daily before entering the clean room.

H. After showering, the worker moves to the clean room and dresses in either new coveralls for another entry or street clothes if leaving.

I. Respirators are picked up, washed and wrapped by protected workers. The respirators are then brought to the clean room by an outside worker.

J. Workers shall not eat, drink, smoke, chew gum, or chew tobacco in the work area. To eat, drink or smoke, workers shall follow the decontamination procedure outlined above.

K. All footwears shall be left inside work area until completion of the job, then cleaned or discarded.

3.04 METHOD OF REMOVAL

A. Remove and dispose of all asbestos-containing materials in accordance with the more stringent methods and procedures as outlined in the United States Department of Labor, OSHA Asbestos Regulations, Codes of Federal Regulations Title 29, Part 1926, Section 1926.1101 or as are written directly into the contract documents.

B. Dry removal will not be allowed except when wet removal will create a safety hazard. Dry removal process will require written authorization by the USEPA.

C. Work of this section shall be performed in the following manner:

1. Removal of Asbestos Containing Spray Applied Fireproofing and Overspray
   a. HEPA Vacuum debris prior to establishing negative pressure containment.
   b. Establish negative pressure, full containment consisting of 6 mil polyethylene critical barriers, two full 6 mil polyethylene walls and two full 6 mil polyethylene floors.
   c. Seal all openings in the ceiling plenum to complete construction of the containment area and regulate the work area prior to commencing gross removal.
   d. Spray with a fine mist of amended water or removal encapsulant. Allow time to completely saturate the material. Do not over saturate causing excess dripping.
   e. If the surface has been painted or otherwise coated, cut small holes as needed and apply amended water or removal encapsulant from above.
   f. Cut saturated insulation and hand place in disposal bag. Do not drop to floor.
   g. Remove remaining material using hand tools (i.e. wire brush)
   h. Accumulate all loose material for disposal. Wet wipe all walls, floors, and ceiling surfaces. Clean all light fixtures and attachments.
   i. The Owner or Owner's Consultant or delegated on-site project monitor shall inspect for complete removal of all materials. Contractor shall re-clean and dispose of any asbestos-containing material identified.

2. Removal of Any Other Asbestos Containing Material Not Listed Above
   a. Establish negative pressure, full containment consisting of 6 mil polyethylene critical barriers, two full 6-mil polyethylene walls and two full 6-mil polyethylene floors.
   b. Spray with a fine mist of amended water or removal encapsulant. Allow time to completely saturate the material. Do not over saturate causing excess dripping.
   c. Manually remove ACM insulation by suitable mechanical means (e.g., scrapers, knives, tin snips, etc.). Place ACMs into a polyethylene lined fiberboard box or double 6 mil disposal bags immediately after removal. Do not allow ACM to accumulate on the floors.
   d. Accumulate all loose material for disposal. Wet wipe all wall, floor, and ceiling surfaces. Clean all light fixtures and attachments.
   e. The Owner or Owner's Consultant shall inspect for complete removal of all materials. Contractor shall re-clean and dispose of any asbestos-containing material identified.

D. Vacuum any remaining material from sub surfaces, i.e., wire lath, concrete, pipe and steel joists.

E. All polyethylene, tape, clothing and cleaning materials shall be bagged and disposed of as specified.

F. Clean all equipment, tools, etc., prior to removing them from work area.

G. Place asbestos-containing and asbestos-contaminated material while still wet into sealable, opaque or colored six (6) mil polyethylene bags. Do not overfill, place more than twenty-five (25) pounds into it or use it for disposal of sharp-edged materials.



H. Evacuate the bag with HEPA vacuum and seal collapsed bag by twisting top six (6) inches closed and wrapping with a minimum of two (2) layers of duct tape.

I. Twist top and fold over, apply second wrap of duct tape.

J. Clean outside of disposal bag by wet wiping and take bag to the equipment and staging area.

K. Affix warning and identification labels to opaque or colored bag and then place bag inside a second, six (6) mil polyethylene bag.

L. Seal outer bag by repeating steps I. and J.

M. Double-bagged waste shall be placed into a lined, covered receptacle or dumpster. Wastes must not remain on the ground.

N. The Owner or Owner's Consultant will perform a visual inspection to verify all ACM has been removed.

O. The Owner or Owner's Consultant will perform final air clearance testing.

P. Remove critical barriers upon instructions from the Owner or Owner's Consultant.

Q. Any alternate method of removal must have the written approval of the Owner or Owner's Consultant.

3.05 HOUSEKEEPING

A. Throughout the work period, maintain the building and site in a standard of cleanliness as specified throughout these specifications.

B. Contaminated disposable clothing, respirator filters and other debris will be bagged, properly labeled and sealed at the end of each workday.

C. All asbestos generated by removal, encapsulation or repair will be bagged, properly labeled, and sealed at the end of each workday.

D. Respirators will be thoroughly cleaned at the end of each workday and stored for the next day's use.

E. Retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection of materials.

F. Do not allow the accumulation of scrap, debris, waste material, and other items not required for completion of this work.

G. At least weekly, and more often is necessary, completely remove all scrap, debris and waste material from the job site.

H. Unless otherwise noted or directed, materials resulting from demolition operations shall be the property of the AAC, shall not be used in the work and shall be promptly removed from the site.



I. Daily and more often if necessary, inspect the work areas and adjoining spaces, and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.

J. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.

K. Always maintain the site in a neat and orderly condition.

L. Compressed air is not to be used for cleaning purposes.

3.06 FINAL DECONTAMINATION OF WORK AREA

A. Carefully double bag all removed asbestos material, labeling bags as required.

B. Bags shall be wiped with clean damp cloths prior to transportation to approved disposal site.

C. Plastic barriers, as specified, shall be carefully removed, folded inward rolled into bundles and bagged for disposal. Note: Final barriers are not to be removed until work is completed and instructed by the Owner or Owner's Consultant.

D. During decontamination of the work area (after asbestos removal), the AAC shall remove the polyethylene sheets from walls and floors only. The windows and doors shall remain sealed and any HEPA filtration systems shall remain in service until final acceptance.

E. Hard surfaces flooring such as concrete, terrazzo, VAT and ceramic tile, shall be wet mopped, allowed to dry, and damp mopped a second time with clean mop heads.

F. Walls, furniture and equipment (which remain in work area during work operations), windows and other surfaces shall be thoroughly cleaned with damp cloths.

G. Carpeting shall be cleaned with a HEPA type vacuum cleaner.

CONVENTIONAL VACUUMS WILL NOT BE PERMITTED.

H. All surfaces are to be left visually clean.

I. If pre-clearance criteria are not met, repeat final cleaning until additional tests indicate conformity before proceeding with final clearance.

J. All mop heads and cleaning cloths are to be discarded in the same manner as asbestos waste.

K. Clean all glass inside of work area.

L. All windows, doors, louvers, etc., shall be unsealed and the sheeting, tape etc., shall be disposed of as heretofore prescribed.

M. All plastic sheeting, tape, cleaning materials, clothing and all other disposable material or items used in the work area shall be packed into sealable plastic bags (6-mil. minimum) for transport. Double bagging is required.

3.07 DISPOSAL OF ASBESTOS WASTE

A. All asbestos materials and miscellaneous debris will be transported to the pre-designated disposal site in accordance with the guidelines of the U.S. EPA, Tide 40, Part 61, Subpart H, and all local agencies' regulations.

B. The landfill used for dumping shall be certified to receive and buy materials contaminated by asbestos.

C. Obtain signed waste shipment record indicating material is asbestos waste, and site it came from. Waste Disposal Manifests must also indicate amount of waste in cubic yards or tons.

D. Submit Waste Disposal Manifests to the Owner and Owner's Consultant with final report.

3.08 RECORDKEEPING AND LOG

A. Maintain a daily log documenting the following items:

1. Entry and exiting of work area by work personnel, visitors, and inspectors.
2. Personnel air monitoring test results.
3. Special or unusual events, such as power loss or equipment failure.
4. Daily inspection of decontamination unit, load-out unit, containment area integrity, and air exhausting system.
5. Amount of asbestos-containing material removed from the work site.
6. Work progress narrative.

B. Provide a copy of the log to the Owner at the end of the project.

3.09 INSPECTIONS

A. All work procedures detailed in this specification will be strictly adhered to and meet or exceed all current EPA, OSHA and TDSHS regulations.

B. All work shall meet with the approval of the Owner and Owner's Consultant. Work which does not meet with such approval shall be determined to be unsatisfactory.





Martin Dehlinger
TDSHS IAC #105786
EXP. 01/15/25

Note: Locations are approximate

Legend

Asbestos Fireproofing & Overspray

PROJECT #:	51-3470-A
DRAWN BY:	KS
CHECKED BY:	KLM
PROJECT MGR:	MJD
DATE:	August 7, 2023
REVISED:	----
SCALE:	NA

Sherman Fire Station #1
318 South Travis Street
Sherman, Texas 75090

Asbestos Abatement Locations

Figure 1

BIDDERS INFORMATION

Bidder's Name: _____

Bidder's Company _____

Bidder's Address _____

Bidder's City/State _____

Bidder's Phone/Fax #_____

Bidder's E-Mail _____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Bidder has visited the sites and become familiar with and is satisfied as to the general conditions that may affect cost, progress, and performance of specified work.

Lump Sum Price: ***$ _____***

Signature of Bidder _____

Bidder (print name) _____

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation 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 all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable 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 is required for this Agreement.

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
_X_	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.	
_X_	7. General Liability Insurance provides 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. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

_X_ 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.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 202__.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202__.

_____
Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2023-22**

   Description of Goods and Services to be provided: **Invitation to Bid – Asbestos Abatement Services for Fire Station No. 1**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 202__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

PERFORMANCE BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sherman (OWNER), in the penal sum of _____ and _____/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for **Asbestos Abatement Services for Fire Station No. 1** (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

PAYMENT BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sherman (OWNER), in the penal sum of _____ and _____/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for **Asbestos Abatement Services for Fire Station No. 1** (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

MAINTENANCE BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of _____ and _____/100 Dollars ($_____) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however, that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct **Asbestos Abatement Services for Fire Station No. 1** (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

MASTER CONSTRUCTION AGREEMENT – the following agreement must be completed by the contractor selected for awarding. PRIOR to the City Council meeting recommending the selected contract, the Finance Department will contact the contractor to obtain a completed original.

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND _____

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and **_____,** a _____ ("Contractor"), enter into this Construction Agreement ("Agreement") for **Asbestos Abatement Services for Fire Station No. 1**. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with **Asbestos Abatement Services for Fire Station No. 1** under the terms and conditions of this Agreement ("Project");

WHEREAS, SHERMAN issued a Request for Proposals, attached hereto as Exhibit A and incorporated herein for all purposes ('Bid Request"), seeking competitively sealed bids for **Asbestos Abatement Services for Fire Station No. 1**; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's

authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.

Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within seven (7) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within twenty-one (21) calendar days of the Mobilization Date. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed _____ ($_____) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, which fiscal year ends on September 30th of each year, shall be subject to SHERMAN City Council approval. In the event that the SHERMAN City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that SHERMAN shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

a. This Agreement;

b. The Bid Request, attached hereto as Exhibit A;

c. The Submittal, attached hereto as Exhibit B;

d. SHERMAN's Insurance Requirements, attached hereto as Exhibit C;

d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);

e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

f. Affidavit of No Prohibited Interested, attached hereto as Exhibit D;

g. Conflict of Interest Questionnaire, attached hereto as Exhibit E;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order.

5. Liquidated Damages.

Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars ($250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment, Performance and Maintenance Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to SHERMAN's final acceptance of the Project, Contractor shall furnish to SHERMAN a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues SHERMAN may have regarding the Project after SHERMAN finally accepts the same.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit C.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.

Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "SHERMAN" FOR PURPOSES OF THIS SECTION) 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, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN (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 SHERMAN 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 CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, 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.

IN ITS SOLE DISCRETION, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION

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

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.

SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

SHERMAN is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then SHERMAN shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

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.

14. 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 their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

15. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of SHERMAN. Contractor 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 Contractor of its full obligations to SHERMAN as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third party billing.

16. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN 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.

17. 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 included in this Agreement.

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

19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, 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.

20. 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 Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

22. No 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.

23. 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.

24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

25. Notice.

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 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 to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____
_____
_____
_____
Telephone: _____
Email: _____

If to SHERMAN, to: City of SHERMAN
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

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

26. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive

control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, 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 Contractor is legally responsible.

30. Reference to SHERMAN.
When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.
SHERMAN 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. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include

a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.
SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. 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. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. 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.

[*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 sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

_____
_____
a _____

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the _____ and duly authorized representative for _____ and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

BIDDERS INFORMATION

Bidder's Name: Corey Nichols

Bidder's Company 1 Priority Environmental Services, LLC

Bidder's Address 4028 Daley Avenue

Bidder's City/State Fort Worth, Texas 76180

Bidder's Phone/Fax # 817-595-0790

Bidder's E-Mail cnichols@go1priority.com

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Bidder has visited the sites and become familiar with and is satisfied as to the general conditions that may affect cost, progress, and performance of specified work.

Lump Sum Price: $ 48,600.00

Signature of Bidder _____

Bidder (print name) Corey Nichols

Addendum No. 1 received
Addendum No. 2 received

Contractor References

Customer Name: Jackson Demolition

Address: New York, New York

Contact: Alex Jackson Telephone #: 518-374-3366

Scope of work performed: Asbestos abatement of power plant in Gorgas, Alabama

Length of Service: 3 years

Customer Name: McCormack, Baron, Salazar, Inc.

Address: Dallas, Texas

Contact: Mike Saunders Telephone #: 314-621-3400

Scope of work performed: Various asbestos/lead abatement projects throughout Texas

Length of Service: 3 years

Customer Name: Baker Hotel, LLP

Address: Dallas, Texas

Contact: Mark Rawlings Telephone #: 512-789-3328

Scope of work performed: Asbestos/lead abatement as part of Baker Hotel renovation in Mineral Wells, TX

Length of Service: 3 years

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation 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 all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable 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 is required for this Agreement.

	Coverage Required	Limits
X	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
X	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.	
X	7. General Liability Insurance provides 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. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

X 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.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title.

__ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Tarrant §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

✓ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 5th day of October, 2023.

GW.N - DFW Branch Manager
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Corey Nichols, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 5th day of October, 2023.

JOE GARCIA
My Notary ID # 125687924
Expires May 12, 2026

Notary Public in and for the State of Texas
My commission expires: May 12, 2026

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.**

1 Priority Environmental Services, LLC

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.**

N/A

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 C. W. R

Signature of vendor doing business with the governmental entity

October 5, 2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation 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.

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___	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
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X	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.	
X	7. General Liability Insurance provides 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. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

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X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title.

__ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

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THE COUNTY OF Tarrant §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

✓ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 5th day of October, 2023.

GW.N - DFW Branch Manager
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Corey Nichols, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 5th day of October, 2023.

JOE GARCIA
My Notary ID # 125687924
Expires May 12, 2026

Notary Public in and for the State of Texas
My commission expires: May 12, 2026

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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OFFICE USE ONLY

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3 **Name of local government officer about whom the information is being disclosed.**

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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.**

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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?

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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).

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Signature of vendor doing business with the governmental entity

October 5, 2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

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Local Government Code § 176.006(a) and (a-1)

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(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

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(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF SHERMAN
BID TABULATION
Requirements for Asbestos Abatement for Fire Station No. 1 ITB
BID OPENING October 5, 2023; 2:00 PM

Vendors	Lump Sum Pricing - Asbestos Abatement	NOTES
G2 General Contractors	$ 66,462.26	
Whole Environmental, Inc.	$ 52,331.00	
One Reef, LLC	$ 33,769.00	Deemed non-responsive per Bid Specifications
HP Ecological Services, LLC	$ 83,169.00	
1 Priority Environmental Services	$ 48,600.00	

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 20.**

Meeting Date: 11/06/2023

Prepared By: Terrence Steele, Assistant City Manager

Caption:

**** RESOLUTION NO. 7224***

Authorizing the Purchase of a New Galfab Roll Off Truck from MHC Kenworth for the Solid Waste Department through Sourcewell

Issue:

To consider approval of a resolution to purchase a new Galfab Roll Off Truck from MHC Kenworth for the Solid Waste Department through Sourcewell

Background:

Solid Waste is requesting to purchase new roll off truck through Sourcewell contract #081716-KTC

Origination:

Solid Waste Department

Financial Consideration:

The purchase of the new compact track loader from MHC Kenworth, in the amount of $303,119.31, has been approved in the FY 2024 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new Galfab roll off truck from MHC Kenworth through Sourcewelll.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7224

MHC Quote

RESOLUTION NO. 7224

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW GALFAB ROLL OFF TRUCK FROM MHC KENWORTH FOR THE SOLID WASTE 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 MHC Kenworth through Buyboard a new Galfab roll off truck at a total price of Three Hundred Three Thousand One Hundred Nineteen dollars and Thirty-One Cents ($303,119.31). 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 2023-2024 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 6th day of November 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

NEW TRUCK ORDER

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

TEXAS KENWORTH CO, LLC ("Dealer")

doing business as: MHC KENWORTH - DALLAS

PURCHASER			ADDRESS				
City of Sherman			PO Box 1106				
BUSINESS PHONE	**OTHER PHONE**		**CITY**	**STATE**	**ZIP CODE**	**COUNTY**	**DATE**
903-892-7309	903-891-0255		Sherman	TX	75091-1106	GRAYSON	10/17/2023
QUANTITY	**YEAR**	**MAKE**	**MODEL**	**BODY TYPE**		**SALESPERSON**	
1	2024	KW	T880			EARL TUCKER	
STOCK NUMBER		**COLOR**		**TO BE DELIVERED ON OR ABOUT**		**FINANCIAL SOURCE**	
				02/20/2024		Cash	
SERIAL NUMBERS							
PRICE OF VEHICLE(s) INCLUDING FET							$303,119.31

Price includes Gal Fab Roll Off.

Sourcewell contract is #081716-KTC

TRADE TERMS AGREEMENT APPLICABLE [X] YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT

YEAR	MAKE	MODEL

SERIAL NUMBER	MILEAGE

BALANCE OWED TO	TRADE DIFFERENCE

A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.

SUBTOTAL	$303,119.31
BUSINESS TAX	
SALES TAX	
VIT TAX	
DOCUMENTATION FEE	$295.00
REGISTRATION FEES	
TOTAL DELIVERED PRICE	$303,414.31
LESS: TRADE-IN ALLOWANCE	
LESS: BALANCE OWED ON TRADE-IN	
TRADE-IN EQUITY	
LESS: CASH DEPOSIT SUBMITTED WITH ORDER	
CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery	$303,414.31

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.

2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.

3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF TRUCK ORDER

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle **AS IS** with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade- in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.

Customer Initials _____

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 21.**

Meeting Date: 11/06/2023

Prepared By: Wes Trisler, Assistant Chief

Caption:

**** RESOLUTION NO. 7225***

Authorizing the Purchase of Three New Ford F150s from Silsbee Ford, INC through TIPS Purchasing Cooperative for the Sherman Police Department

Issue:

To consider approval of a resolution to purchase three new Ford F 150s from Silsbee Ford through TIPS Purchasing Cooperative for the Sherman Police Department

Background:

The estimated cost for the purchase of these three vehicles is $156,302.25 through the TIPS Purchasing Cooperative.

Origination:

Police Department

Financial Consideration:

The Police F-150's will be funded through the FY2023-2024 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the three (3) vehicles through TIPS.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7225

Silsbee Quote

TIPS Interlocal Agreement

RESOLUTION NO. 7225

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF THREE NEW FORD F150S FROM SILSBEE FORD, INC THROUGH TIPS PURCHASING COOPERATIVE FOR THE SHERMAN POLICE DEPARTMENT; 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 Silsbee Ford through TIPS, three new Ford F150s at a total price of One Hundred Fifty-Six Thousand Three Hundred and Two dollars and Twenty-Five cents ($156,302.25). 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 2023-2024 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 6th day of November 2023.

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



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF SHERMAN
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Product Description: FORD F150 RESPONDER
Date: October 12, 2023

A. **Bid Item:** **A. Base Price:** **$45,799.00**

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD 2023 RESPONDER 4X4 SHORT BED	$3,795.00			
998	3.5L V6 ECOBOOST	$-			
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	$250.00			
53A	TRAILER TOW PACKAGE	$1,325.00			
67P	REMOTE KEYLESS ENTRY KEY FOBS	$340.00			

Total of B. Published Options: **$5,710.00**

Published Option Discount (5%) **$(95.75)**

C. **Unpublished Options** **$=** 0.0 **%**

Description	Bid Price	Options	Bid Price
		EXTERIOR-UM BLACK	
		INTERIOR- PG MEDIUM EARTH GRAY	
		"NO CONSOLE"	
		150A- EQUIPMENT GROUP	
		UNITS ON THE GROUND / ON ORDER **	

Total of C. Unpublished Options: **$-**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** **$250.00**

E. **Lot Insurance (for in-stock and/or equipped vehicles):** **$-**

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 250 **$437.50**

H. **Subtotal:** **$52,100.75**

I. **Quantity Ordered** 3 **x H =** **$156,302.25**

J. **Trade in:** **$-**

K.

L. **Total Purchase Price** **$156,302.25**

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman
TEXAS PUBLIC ENTITY

TX 991667
Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective JUNE 7, 2017 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:
1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:
1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Sherman
Entity Name

By: Robby Hefton
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: David Wayne Fitts
Authorized Signature

Title: Executive Director Region VIII ESC

June 7, 2017
Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 1.**

Meeting Date: 11/06/2023

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Airport Advisory Board (4)

Issue:

Bob Nunn, Ross Richardson, Nathan Wieck, and Mary Lawrence's terms on the Airport Advisory Board expired on October 8, 2023. Mr. Nunn, Mr. Richardson, and Ms. Lawrence have served two terms and are not eligible to be reappointed. Mr. Wieck does wish to be reappointed. There are applications from Gregory Perry, Rick Mask, and James Smisek for this board.

Background:

The Airport Advisory Board was created in 2019 and acts in an advisory capacity to the City Council to review current fees and charges for the airport, T-hangar rentals and related airport services, and to advise the Council of any recommended changes. They review the airport rules, regulations and operations, and recommend changes to the City Council. They also make recommendations as to how best to manage and operate the airport facilities, to maximize both cost savings to the City and improvement to general aviation. They advise on short and long range airport planning for grounds, buildings, and runway upkeep.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is recommended that the City Council reappoint Mr. Wieck and appoint Mr. Perry, Mr. Mask, and Mr. Smisek to the Airport Advisory Board.

Alternatives:

The Council could choose not to make appointments to the Sherman Municipal Airport Advisory Board.

Attachments

Roster
Fact Sheet
Applicant List
Nathan Wieck Reappointment Letter
Gregory Perry Applicatin
Rick Mask Application
James Smisek Application

MEMBERSHIP ROSTER

AIRPORT ADVISORY BOARD **LENGTH OF TERMS: TWO YEARS**

Ord. 6239 Consecutive Term Limit Two Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bob Nunn	**1**	**A 10/8/2019** **R 10/8/2021**	**10/8/2021** **10/8/2023**	**1** **2**	
Ross Richardson	**1**	**A 10/8/2019** **R 10/8/2021**	**10/8/2021** **10/8/2023**	**1** **2**	
Nathan Wieck	**2**	**A 11/2/2021**	**11/2/2023**	**1**	
Mary Lawrence	**n/a**	**A 10/8/2019** **R 10/8/2021**	**10/8/2021** **10/8/2023**	**1** **2**	
WaaDee Hudson	**4**	**A 10/18/2022**	**10/18/2024**	**1**	
Randy Workman	**n/a**	**A 10/18/2022**	**10/18/2024**	**1**	
Stephen Sanderson	**1**	**A 10/22/2022**	**10/22/2024**	**1**	

NOTE: Ord. 6239 – All members must live in Grayson County and at least 3 members must live inside City of Sherman

Note:

Chairman –

CITY STAFF: Mary Lawrence, Director of Finance
Revised 11/18/2022

FACT SHEET

AIRPORT ADVISORY BOARD

Established by ORDINANCE 6239 – AUGUST 19, 2019

1. **Number of Members: SEVEN**

2. **Term of Appointment: TWO YEARS**

3. **Consecutive Term Rule: ORDINANCE 6239 – TERM LIMIT – MAXIMUM OF TWO SUCCCESSIVE TERMS; ELIGIBLE FOR REAPPOINTMENT AFTER AT LEAST ONE YEAR ABSENCE**

4. **Qualifications for Membership: ALL MEMBERS MUST LIVE IN GRAYSON COUNTY AND AT LEAST THREE MUST LIVE IN THE CORPORATE LIMITS OF THE CITY OF SHERMAN**

5. **Appointed by: CITY COUNCIL**

6. **Board Organization**

CHAIRPERSON E VICE CHAIRPERSON ____ SECRETARY E
ELECTED E APPOINTED ___

7. **Departmental Responsibility: PUBLIC WORKS MANAGER**

8. **Meeting Date: NO SET DATE – MEET AS CALLED BY CHAIRMAN**

9. **Attendance Requirements: NO RULE**

==========

PURPOSE:
The board shall act in an advisory capacity to the City Council.

RESPONSIBILITIES:
They shall review current fees and charges for the airport, T-hangar rentals, and related airport services and recommend changes to the City Council. They shall review airport rules, regulations, and operations, and recommend changes. They shall review and recommend how best to manage and operate the Municipal Airport facilities so as to maximize both cost savings to the City and improvement to general aviation. They shall advise the City Council on short and long range airport planning for grounds, buildings, and runway upkeep. They shall provide other airport advisory functions as may be directed by the City Council.

APPLICANT LIST

AIRPORT ADVISORY BOARD **Positions Vacant 4**

Applicant	Address	District	Qualifications
Nathan Wieck	826 Starlight Dr	2	Current Members; Wishes to be Reappointed
Gregory Perry	1232 Singletree Rd, Deison	n/a	City of Sherman Engineering Dept
Rick Mask	642 Desvoignes Rd, Denison	n/a	Rick's Towing
James Smisek	399 Tanglewood Trail, Pottsboro	n/a	The Aviation Place

COMMENTS:

Note:

- All members must live in Grayson County and at least three members must live in the corporate limits of the City of Sherman

Current Members Living Inside Sherman City Limits:

Nathan Wieck
WaaDee Hudson
Stephen Sanderson

Sherman
CLASSIC TOWN. BROAD HORIZON

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394



October 17, 2023

Nathan Wieck
826 Starlight Drive
Sherman, Texas 75092

RE: Airport Advisory Board

Dear Mr. Wieck:

Your term on the Airport Advisory Board expires on November 2, 2023. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

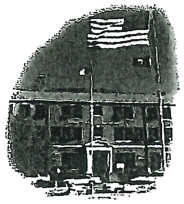
X I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

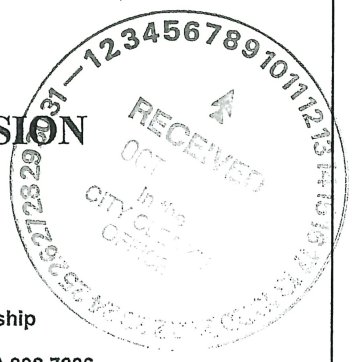
Signature

10/19/2023
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Gregory W. Perry
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Airport Advisory Board.

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1232 Singletree Rd. Denison 75021
Mailing Address: Same
Telephone: 903-818-5868 Fax:
E-Mail: Civilpeman@protonmail.com
Sherman Resident for 3+ years County: Grayson
Drivers License No.: 35159437 Not in Sherman. In County.
Voter Registration No.: 11793843326 ✓

Occupational Information

Business Name: City of Sherman, Engineering
Occupation: Civil Engineer
Address: 220 W. Mulberry Sherman Tx. 75090
Telephone: 903-892-7210 Fax:
E-Mail: gregp@cityofsherman.com

Which Council District do you live in? *(see attached map)* N/A. ✓

Prior work experience: *(please include dates)*
~~Aug~~ April 1994 - TxDOT, till Sept. 1998, Private consultants. Sept 2005 Arkansas consult engineer worked w/ Bentonville Airport, designed taxiway, runway extension. Oct 2010 Town of Flower-Mound, 2015 Senegal west Africa, Mission work, 2020 City of Sherman.

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1988 May
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Texas Tech ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

N/A

Application held for 12 months from date received

Taxes - None

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
My design & planning experience in/airports brings a different perspective to aviation. Understanding airport design and how TxDOT AV works brings a new dimension to the airport

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Hangars & Funding of hangar space: To maximize the current airport property for hangar development and to prep the approaches for the hangars.

2) Airport appearance: Cleaning up the exterior of the terminal building and exterior of the airport to enhance the visual appearance of the facility.

3) Security Fencing: Enclosing the field in a proper security fence to protect the aviation community during its operation.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Professional Engineer, airport design.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
None.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: An exciting time to be apart of this board.

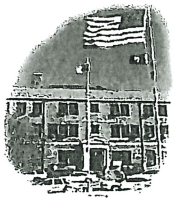
Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 9 Oct 2023

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Rickey "Rick" Mask
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Municipal Airport Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 642 Desvoignes Rd, Denison, TX 75021
Mailing Address: Same
Telephone: 903-744-5254 Fax:
E-Mail: rickmask486@yahoo.com
Sherman Resident for ____ years County: Grayson
Drivers License No.: 08483878 TX
Voter Registration No.: 1024922662 ✓

Occupational Information

Business Name: Rick's Towing
Occupation: Co-Owner
Address: 3071 E Lamer St,Sherman TX 75090
Telephone: 903-744-5254 Fax:
E-Mail: rick@rickstowingusa.com

Which Council District do you live in? *(see attached map)* Denison resident - Sherman business owner ✓

Prior work experience: *(please include dates)*
Co-Owner Rick's Towing 2022-present
FBO Manager, Lake Texoma Jet Center (NTRA) 2011-2019

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1979
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Austin College ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Workforce Solutions Texoma - taught MS Office to job seekers

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - None

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I feel I can contribute to the improvement of the airport through my aviation experience

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Area Growth - with the expansion of major industries, the county population will be increasing possibly bringing in several more pilots and aircrafts. Research and planning will be needed to accommodate this increase.

2) Hangar space - more aircrafts will create the need for more hangar space. Possibly housing of larger aircraft and/or multiple aircraft in one hangar. Research and planning will also be needed.

3) Fuel farm - the ramp space for the fuel farm is small even for the existing planes coming in to fuel. Larger aircraft will create a greater need for a larger ramp area around the fuel farm

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Private Pilot's License, Aircraft Owner, Remote Pilot's License, Repairman Experimental Aircraft Builder Certification, numerous trainings in Airport FBO Management and Regulations

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
My towing business is on rotation with Sherman PD for picking up vehicles but that shouldn't create a conflict of interest with this board

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: Mary Lawrence, City of Sherman CFO and Airport Advisory Board Member

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 10/9/2023

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: James W Smisek
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Airport

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 399 Tanglewood Trail Pottsboro TX 75076	Business Name: The Aviation Place
Mailing Address: PO Box 1891	Occupation: Aviation Consultant
Telephone: 903 819 6428 Fax:	Address: PO Box 1891 Pottsboro
E-Mail: jwsmisek@theplaceco.com	Telephone: 903 819 6428 Fax:
Sherman Resident for ____ years County: Grayson	E-Mail: jwsmisek@theplaceco.com
Drivers License No.: 10704370	
Voter Registration No.: 1025440604 ✓	

Which Council District do you live in? *(see attached map)* n/a

Prior work experience: *(please include dates)*
50+ years Aviation Industry - See attachment

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1971
Business College, Correspondence School, Adult Education, Other? Yes - See attachment
Name of College/University: ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Yes - See attachment

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
Help advance aviation interest in Sherman community

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Operating Cost - Increase aircraft Tenants and Traffic

2) Airport Growth - Increase aircraft Tenants, obtain additional FAA and State funding

3) Public Perception - Increase general public interest through aviation enthusiast activities working with organizations like EAA and AOPA.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
See attachment

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

None

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: Mary Lawrence

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 31 Oct 2025

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Personal Experience Summary

James W. Smisek

P.O. Box 1891
Pottsboro, TX 75076
903-819-6428
jwsmisek@theplaceco.com

Summary

Highly motivated, creative and conscientious individual with a strong background in Aviation Business Management, Aviation Sales & Marketing, all aspects of Aviation Engineering, and Aviation Product Certification.

Effective communicator with the ability to convey ideas and directives, strong motivator providing continuous support to associates and employees.

Progressive work history encompassing Sales and Marketing, Engineering, Certification, Major Alterations, Maintenance, and Repair in Avionics, Electrical, Systems, Airframes, and Engines. ODA Electrical Systems Unit Member, Active and current FAA Commercial Multi-engine Instrument Pilot rating with 7500+ hours PIC fixed and rotor wing pilot experience, FAA UAS/Remote Pilot rating, and FAA A&P Mechanics rating with Inspection Authorization.

Experience

The Aviation Place, Pottsboro TX — **07/20 to Present**
Aviation Consultant
Aviation Consulting Services

AMS Heli Design, Denison TX — **01/17 to 07/20**
General Manager

AeroTechniques, Pottsboro TX — **01/15 to 12/16**
Principal, General Manager

Taylor-Deal Aviation, Dallas TX — **08/12 to 01/15**
Director FAA Certification / New Business Development

American Eurocopter (Airbus Helicopter Inc), Grand Prairie TX — **8/09 to 08/12**
Director of Certification & ODA Lead Administrator 04/11 to 08/12
ODA Administrator, Commercial STC 08/09 to 03/11
ODA Electrical Systems Unit Member 08/09 to 03/13

S-TEC Corp. (Cobham Avionics Systems), Mineral Wells TX — **7/07 to 8/09**
Director FAA Certification & ODA Administrator / New Business Development
ODA Electrical Systems Unit Member 8/07 to 08/09

Science Applications International Corp. (SAIC), Waco TX — **1/07 to 6/07**
Director Avionics Development / FAA Certification Administrator

S-TEC Corp., Mineral Wells TX — **7/06 to 01/07**
Director Certification / DAS Administrator

Chelton Aviation Corp., Denton TX — **1/04 to 6/06**
VP, General Manager

Personal Experience Summary

Chelton Inc., Lewisville TX — **1/03 to 1/04**
Sales & Marketing Manager, General & Commercial Aviation Products

Associated Air Center, Dallas TX — **3/96 to 11/02**
Director of Engineering 12/01 to 11/02
Sales & Marketing Representative 9/98 to 12/01
Project Managing Engineer 3/96 to 9/98

Aero Techniques, Plano TX — **1/90 to 3/96**
President / Manager

R&D Aeronautical Engineering, Wylie TX — **9/86 to 12/89**
VP Operations

Electrospace Systems Inc., Richardson TX — **6/82 to 8/86**
Group Manager, Special Mission Systems

Aerospatiale Helicopter Corp., Grand Prairie TX — **5/81 to 5/82**
Senior Systems Engineer

Smisek Aviation Services, Lincoln NE — **1/81 to 4/81**
Avionics Consultant / Contract Avionics Installations

Duncan Aviation Inc., Lincoln NE — **4/76 to 1/81**
Assistant Manager / Aircraft Avionics Completions

Smisek Aviation Services, Lincoln NE — **10/73 to 3/76**
Contract Avionics Installations

Husker Aviation, Millard NE — **8/71 to 9/73**
Lead Mechanic / Electrical Specialist

Brown's Airport, Weeping Water NE — **1/68 to 7/71**
Apprentice A&P Mechanic (High School years)

Education

Manufacturing Business Finance Shortcourse, Celemi Learning Center, 2011
Business Accounting and Law, Collin County Community College, 1990 to 1991
University Texas at Dallas @ Electrospace Systems, Computer Science, 1985 to 1987
University of Nebraska, Electronics Engineering, 1972 to 1974
Iowa Western College, Aerospace Technology, 1971

Certifications & Ratings

FAA UAS/Remote Pilot Certification, 2017
FAA Aircraft Avionics & Electrical Systems ODA UM, 2009-2014
FAA ODA Administrator, 2009-2012
FAA DAS Administrator, 2006-2009
FAA Aircraft Avionics & Electrical Systems DAS AR, 2007-2009
FAA Aircraft Avionics & Electrical Systems DER Candidate, 2002
FAA Private Pilot, 1971
FAA Commercial Multi-Engine Instrument Pilot, 1980 (current)

Personal Experience Summary

FAA A&P Mechanics Certification, 1972 (current)
FAA Inspection Authorization, 1978 (current)
FAA Avionics and Instrument Repairman Certification, 1976
FCC Radio Telephone Certification, 1973

Additional Training & Education

Business Finance for Manufacturing Operations, Celemi Systems AB, 2011
Extraordinary Leadership Assertiveness, Duckro Consulting, 2010
Effective Customer Communications & Interactions, Jordan-Delaurenti, 1982
Effective Sales Presentations, Jordan-Delaurenti 1981
Assertive Personnel Interactions, Dale Carnegie, 1979
Effective Public Speaking, Dale Carnegie, 1978
Make Friends and Influence People, Dale Carnegie, 1977
Management and Communications Skills, Dale Carnegie, 1976
Engineering Management, Jordan-Delaurenti 1981
HIRF and Lightning Effects on Aircraft, US Air Force Test Facility, Tucson 1986
Electromagnetic Pulse Effects on Aircraft Systems, US Air Force Test Facility, Kelly AFB 1984
HF Near Vertical Incidence Sky wave Propagation, Hanscom Air Force Base 1983
FAA HIRF/Lightning/EMC Certification Symposium, 2013
FAA DAR Initial Certification Parts I & II, 2013
FAA DAR Maintenance and Manufacturing Standardization Part 1, 2006
FAA Flight Test Certification Symposium, 2012 & 2014 & 2016
FAA Avionics Certification Symposium, 2012 & 2014
FAA Software Standardization Training, 2011 & 2014 & 2016
FAA ODA Administrator Recurrent Training 2007 to 2016
FAA ODA Administrator Training, 2006
FAA DER Annual Recurrent Training 2007 to 2016
FAA DER Standardization Training, 2007
FAA DER Standardization Training, 2002
Bi-Annual FAA Recurrent Pilot Training, 1978 to Present
Annual FAA IA Annual Recurrent Courses, 1978 to Present
Advanced CAD Instruction, Ashlar Vellum and AutoCAD, 1991

Public Service and Awards

Member of ASTM F39 Airworthiness Certification Subcommittee, 2014 to 2016
Experimental Aircraft Association Technical Advisor, 2013 to present
Member of GAMA Avionics and Electronics Systems Subcommittee, 2012 to 2014
Member of GAMA Airworthiness and Maintenance Policy Subcommittee, 2012 to 2014
Member of FAA/GAMA/AEA Advisory Committee, 2010 to 2015
Chairman of the Airport Advisory Board, Winnsboro Community Airport, 1998 to 2002
Youth Minister & Teen Activity Director, St. Ann's Winnsboro TX, 1995 to 1998
Aviation Education Advisory Committee - Collin County Community College Aviation Div., 1992 to 1994
Assistant Boy Scout Leader, Sachse TX, 1989 to 1994
Reserve Grand Champion Experimental Helicopter - Experimental Aircraft Association, 1980
Numerous Experimental Aircraft Association Regional Event Experimental Aircraft Awards, 1972 to 1979
US Army Science Achievement Award, 1970

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting
Meeting Date: 11/06/2023

Caption:
COUNCIL CALENDAR

Issue:

Attachments

2023 Council Calendar
2024 Council Calendar

2023
Council Calendar

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

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

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

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

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

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

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

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	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	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
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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
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/20/20223	Budget Planning Meeting
5/25/2023	CIP Work Session
6/15/2023	Budget Workshop Day 1
7/5/2023	Called City Council Meeting (Rescheduled)
6/9/2023	Called City Council Meeting
6/15/2023	Called City Council Meeting
6/26/2023	Called City Council Meeting
9/12/2023	SEDCO Joint Meeting
9/14/2023	Called City Council Meeting - Tree Ordinance Workshop

2024
Council Calendar

January

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

February

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

March

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

April

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

May

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

June

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	6	6	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						

July

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

August

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

September

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	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	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		

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				

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CALLED MEETINGS	