CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 6, 2024
5:00 PM

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

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY DEPUTY MAYOR SHAWN TEAMANN

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 15, 2024.

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Proclamations

D.1. PROCLAMATION

"Water Safety Month" - May 2024

D.2. PROCLAMATION

"Mental Health Awareness Month" - May 2024

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6714

Repealing Ordinance No. 6207: Adopting a New Water Conservation and Drought Contingency and Water Emergency Management Plan; Providing for Enforcement, Penalties and Disconnection of Water Service for Noncompliance; Requiring the Filing of this Ordinance and Plan with the Texas Commission on Environmental Quality; 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;

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6715

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

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.3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6716**

Amending Code of Ordinances, City of Sherman, Texas, at Chapter 13 (Utilities), Article 13.07 (Water, Sewers and Sewage Disposal), Division 5 (Regulations for Disposal of Industrial Waste); Modifying Certain Existing Regulations and Prescribing Certain New Regulation Relating to Disposal of Industrial Waste; Providing a Repealing Clause, a Severability Clause and a Penalty Clause with a Maximum Fine of $2,000

Close Public Hearing and Consider Adoption of Ordinances

F.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances 6714, 6715 & 6716.

Resolutions

G.1. **RESOLUTION NO. 7294**

Authorizing Execution of Amendment No. 3 to the Professional Services Agreement with Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant - Concentrate Discharge and Outfall Design Services

G.2. **RESOLUTION NO. 7295**

Authorizing Execution of a Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. for the Lower Post Oak Creek Interceptor Capacity Improvements

G.3. **** RESOLUTION NO. 7296***

Authorizing the Purchase of a Ford F-250 Truck from Rush Truck Centers for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

G.4. ****RESOLUTION NO. 7297***

Authorizing the Purchase of a 2024 Ford F-750 Dump Truck from Rush Truck Centers for the Street Maintenance Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

G.5. **** RESOLUTION NO. 7298***

Authorizing Payment to Overdrive Entertainment for Costs Associated with Sherman's Summer Music Series

G.6. **** RESOLUTION NO. 7299***

Authorizing Execution of an Agreement with Habitat for Humanity for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 521 East Carter Street within the City of Sherman Reinvestment Zone, Number 10 (#10)

Other Business

H.1. **OTHER BUSINESS**

Presentation from Hidell on the City Hall Renovations

H.2. **OTHER BUSINESS**

Receive Presentation on New Main Street signs

H.3. **OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for the Proposed Annexation of Approximately 2.02 acres of land located North of Post Oak Creek and South of Three Oaks, Phase II, and West of Three Oaks Phase III and in the City of Sherman's Extraterritorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling

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

Plan

COUNCIL COMMENTS

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:

J.1. **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.

J.2. **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.

J.3. **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.

J.4. **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) Parks and Recreation Director

J.5. **TEX. GOV'T CODE § 551.076**
Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

J.6. **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.

Heritage Ranch Development

J.7. **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

COUNCIL CALENDAR

L.1. **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

Council Calendar 2024

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, May 3, 2024, at 4:59 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3rd day of May 2024. 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	Shawn C. Teamann	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

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

STATE OF TEXAS §

April 15, 2024

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 April 15, 2024.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

Mayor Plyler called the meeting to order at 4:00 p.m. The Pledge of Allegiance and Invocation were led by Council Member Henry Marroquin.

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of April 1, 2024. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS — **CITIZEN'S COMMENTS**

There were no citizen's comments.

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

PROCLAMATION

"BRIGADIER GENERAL JOHN A. HILGER DOOLITTLE RAIDERS DAY" - APRIL 18, 2024 — **BRIGADIER GENERAL JOHN A. HILGER DOOLITTLE RAIDERS DAY (APRIL 18, 2024)**

Mayor Plyler read a proclamation recognizing Brigadier General John Hilger, a member of the Doolittle Raiders.

"SHERMAN SERVICE LEAGUE - 70TH YEAR OF SERVICE" - APRIL 2024 — **SHERMAN SERVICE LEAGUE - 70TH YEAR OF SERVICE (APRIL 2024)**

Council Member Howeth presented a proclamation to Teri Fine, President, Sherman Service League, in honor of their 70th year of service.

SPECIAL PRESENTATION

RECOGNIZING JEFF RIGDON — **RECOGNIZING JEFF RIGDON**

Clint Philpott, Assistant City Manager, explained that the City has been doing lots of work on the new MBR expansion at the

Wastewater Treatment Plant. He recognized Jeff Rigdon, Wastewater Superintendent, for his dedication in researching the needed coating for the system and saving the City about $4 million. It was determined that 80% of the coating was not needed.

Mayor Plyler introduced Ordinance No. 6710 and called for a public hearing:

ORD 6710 ZONE CHANGE (310 E. BROCKETT 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 0.103 ACRES BEING A PART OF THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 310 EAST BROCKETT STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, ZACH ADLOF (OWNER), RODNEY MARTINEZ, CENTRO RESOURCES, LLC (REPRESENTATIVE) AND BURNS SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Rob Rae, Director of Development Services, said this was a zone change for 310 E. Brockett Street. The Planning and Zoning Commission and the staff recommend approval of the zone change.

No citizens appeared before the City Council to discuss Ordinance No. 6710.

Mayor Plyler introduced Ordinance No. 6711 and called for a public hearing:

ORD 6711 ZONE CHANGE (2700 BLOCK OF BLUE FLAME RD & 5100 BLOCK OF FALLON DR)

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 42.205 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 R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-TH (TOWNHOME RESIDENTIAL) DISTRICT, 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.

Mr. Rae said this was a zone change to a Town Home District, which would require the lots to be platted as individual lots. The Planning and Zoning Commission and the staff recommend approval of the zone change.

Nathan Parrott, Pape-Dawson Engineers
Mr. Parrott appeared representing the request and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6711.

Mayor Plyler introduced Ordinance No. 6712 and called for a public hearing:
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), SECTION 14.02.010 (R-TH TOWNHOME RESIDENTIAL DISTRICT), SECTION 14.02.012 (MF-30 MULTIFAMILY RESIDENTIAL DISTRICT), ARTICLE 14.07 (SIGNS), SECTION 14.08.001 (DEFINITIONS), ARTICLE 14.10 (USE CHART); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO TOWNHOME AND MULTIFAMILY BUILDING SEPARATION, MULTIFAMILY AND SINGLE-FAMILY SIGN REGULATIONS, AND CHANGES TO THE USE CHART REGARDING BILLBOARDS AND TRAVEL TRAILER PARKS; 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.

ORD 6712 UPDATE ZONING ORDINANCE

Mr. Rae said these amendments to the Zoning Ordinance were addressed because most of the single-family subdivisions that are currently being built are requesting development entrance signs. The current ordinance doesn't include that issue.

With the proposed amendment, they also address other sign requirements for non-residential signage, and a couple of other recommended changes.

No citizens appeared before the City Council to discuss Ordinance No. 6712.

Mayor Plyler introduced Ordinance No. 6713 and called for a public hearing:
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), SECTION 14.03.007 (BLALOCK COMMERCIAL OVERLAY DISTRICT); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO THE BLALOCK COMMERCIAL OVERLAY DISTRICT AND EXPANDING THE BLALOCK COMMERCIAL OVERLAY DISTRICT BOUNDARIES; 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.

ORD 6713 BLALOCK OVERLAY DISTRICT

Mr. Rae said the staff is proposing to expand the current boundaries of the Blalock Commercial Overlay District to include the old Johnson and Johnson property, which is about 100 acres.

He also outlined the regulations for that Overlay District.

No citizens appeared before the City Council to discuss Ordinance No. 6713.

The Public Hearing was closed.

Ordinance 6710 — **ORD 6710 ZONE CHANGE (310 E. BROCKETT 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 0.103 ACRES BEING A PART OF THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 310 EAST BROCKETT STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, ZACH ADLOF (OWNER), RODNEY MARTINEZ, CENTRO RESOURCES, LLC (REPRESENTATIVE) AND BURNS SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6711 — **ORD 6711 ZONE CHANGE (2700 BLOCK OF BLUE FLAME RD & 5100 BLOCK OF FALLON DR)**

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 42.205 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 R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-TH (TOWNHOME RESIDENTIAL) DISTRICT, 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.

Ordinance 6712 — **ORD 6712 UPDATE ZONING ORDINANCE**

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), SECTION 14.02.010 (R-TH TOWNHOME RESIDENTIAL DISTRICT), SECTION 14.02.012 (MF-30 MULTIFAMILY RESIDENTIAL DISTRICT), ARTICLE 14.07 (SIGNS), SECTION 14.08.001 (DEFINITIONS), ARTICLE 14.10 (USE CHART); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO TOWNHOME AND MULTIFAMILY BUILDING SEPARATION, MULTIFAMILY AND SINGLE-FAMILY SIGN REGULATIONS, AND CHANGES TO THE USE CHART REGARDING BILLBOARDS AND TRAVEL TRAILER PARKS; 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.

Council Member Stevenson verified that, as presented, the development signs are not required to be illuminated, but are allowed to be. He asked to include a requirement that they be illuminated for safety.

Several Council Members asked for a more restrictive ordinance on billboards, to be brought back for consideration.

Council Member Howeth expressed concern about unregulated signs that were placed along roadways.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6712, with the additional requirement that the development signs be lit. Second by Deputy Mayor Teamann.

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

Ordinance 6713 — **ORD 6713 BLALOCK OVERLAY DISTRICT**

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), SECTION 14.03.007 (BLALOCK COMMERCIAL OVERLAY DISTRICT); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO THE BLALOCK COMMERCIAL OVERLAY DISTRICT AND EXPANDING THE BLALOCK COMMERCIAL OVERLAY DISTRICT BOUNDARIES; 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.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance Nos. 6710, 6711, and 6713, as presented. Second by Council Member Stevenson.

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

RESOLUTION NO. 7281 -- AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT WITH BROADSTONE HHH TEXAS LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE FOR REAL PROPERTY IMPROVEMENTS — **RES 7281 ECONOMIC DEVELOPMENT PROGRAM GRANT INCENTIVE (BROADSTONE HHH TEXAS, LLC)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH BROADSTONE HHH TEXAS LLC FOR THE GRANT OF INCENTIVES PURSUANT TO

CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE FOR PROPERTY IMPROVEMENTS.

Mary Lawrence, Chief Financial Officer, said in 2022, the Council approved a tax abatement agreement with Broadstone HHH Texas, which is the owner of the property where Sunny D is located. The agreement was for $14 million worth of improvements; however, they did not reach that threshold.

The staff is recommending giving them a Chapter 380 Agreement, which is for the same money, but it will be calculated on a percentage, and has been reduced proportionally by the amount the improvements in the original agreement were below the threshold.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 7281, as presented. Second by Deputy Mayor Teamann.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7282 AMEND KIEWIT CONTRACT

RESOLUTION NO. 7282 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AMEND CONTRACT LANGUAGE TO ARTICLE 8, CONTINGENCY FUNDS, TO KIEWIT WATER FACILITIES SOUTH CO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AMEND CONTRACT LANGUAGE TO ARTICLE 8, CONTINGENCY FUNDS, TO KIEWIT WATER FACILITIES SOUTH CO.

Mr. Philpott presented an update on the status of the Wastewater Treatment Plant project, which is "on track." The budget has increased, and includes a 10% contingency.

The item today deals with changing the contract to deal with the contingency. On a smaller project, the contingency is a percentage of the project, but is manageable.

On a $300 million project, a contingency is $30 million, which a City doesn't have "lying around." This resolution would create money for a contingency, but not fund it today. By the end of May 2024, there should be a more accurate cost of the project, and the money can be bonded then, through the Greater Texoma Utility Authority. The money would be awarded in October 2024, when the bond money comes in.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 7282, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7283 DRAINAGE IMPROVEMENTS

RESOLUTION NO. 7283 -- AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND AJH ENTERPRISES, LTD. FOR CERTAIN DRAINAGE IMPROVEMENTS WITHIN AN APPROXIMATE 96.263-ACRES TRACT OF LAND GENERALLY LOCATED AT THE CORNER OF U.S. HIGHWAY 82 AND REX CRUISE ROAD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND AJH ENTERPRISES, LTD. FOR CERTAIN DRAINAGE IMPROVEMENTS WITHIN AN APPROXIMATE 96.263-ACRES TRACT OF LAND GENERALLY LOCATED AT THE CORNER OF U.S. HIGHWAY 82 AND REX CRUISE ROAD.

Mr. Philpott said this development is Hills of Sherman, and includes about 300 single-family lots and 170 multi-family units. The area was on the City's Master Drainage Plan for a future detention pond, but the cost basis didn't make sense for the City alone.

When this development came in, the City asked what it would take to oversize their detention to help better protect downstream flooding. They designed their pond about 50% larger, but need additional capital.

This agreement allows the City to reimburse them $500,000 for the storm drain infrastructure in the development to offset the cost of the detention.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7283, as presented. Second by Council Member Holland.

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

RES 7284 NORTHWEST & SOUTHWEST TRANSMISSION PIPELINE

RESOLUTION NO. 7284 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE NORTHWEST AND SOUTHWEST TRANSMISSION PIPELINE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE NORTHWEST AND SOUTHWEST TRANSMISSION PIPELINE.
CONSENT AGENDA.

RES 7285 AMEND KIEWIT CONTRACT

RESOLUTION NO. 7285 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO APPROVE AMENDMENT NO. 6 TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD AMENDMENT NO. 6 TO KIEWIT

WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT.
CONSENT AGENDA.

RESOLUTION NO. 7286 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE SHERMAN WTP - LAS AND RAPID MIX IMPROVEMENTS PROJECT

RES 7286 WATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE SHERMAN WTP – LAS AND RAPID MIX IMPROVEMENTS PROJECT TO RED RIVER CONSTRUCTION COMPANY.
CONSENT AGENDA.

RESOLUTION NO. 7287 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WADE TRIM, INC. FOR THE WELLS STREET EXTENSION

RES 7287 WELLS STREET EXTENSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WADE TRIM, INC. FOR THE WELLS STREET EXTENSION.
CONSENT AGENDA.

RESOLUTION NO. 7288 - AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOTEX ENGINEERING, LLC FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING

RES 7288 GEOTECHNICAL ENGINEERING & CONSTRUCTION MATERIALS TESTING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOTEX ENGINEERING, LLC FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING.
CONSENT AGENDA.

RESOLUTION NO. 7289 -- AUTHORIZING THE PURCHASE OF A NEW 12'X40' MANUFACTURED OFFICE BUILDING FROM PALOMAR MODULAR BUILDINGS FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

RES 7289 DISTRIBUTION SERVICES DEPT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 12'x40' MANUFACTURED OFFICE BUILDING FROM PALOMAR MODULAR BUILDINGS FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RESOLUTION NO. 7290 -- AUTHORIZING THE PURCHASE AND INSTALLATION OF LIGHTING AT BINKLEY PARK ASPHALT PUMP TRACK FROM NEMA 3 ELECTRIC, INC. UNDER THE BUY BOARD PURCHASING COOPERATIVE

RES 7290 BINKLEY PARK ASPHALT PUMP TRACK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE AND INSTALLATION OF LIGHTING AT BINKLEY PARK ASPHALT PUMP

TRACK FROM NEMA 3 ELECTRIC, INC. UNDER THE BUY BOARD PURCHASING COOPERATIVE.
CONSENT AGENDA.

RESOLUTION NO. 7291 -- AUTHORIZING EXECUTION OF A THIRD PAYMENT OF FUNDS UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS TO 213 TRAVIS STREET TO DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC

RES 7291 GRANT PROGRAM RENOVATIONS (213 TRAVIS ST)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A THIRD PAYMENT OF FUNDS UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS TO 213 TRAVIS STREET TO DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC.
CONSENT AGENDA.

RESOLUTION NO. 7292 -- AUTHORIZING EXECUTION OF A THIRD PAYMENT OF FUNDS UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR THE RENOVATIONS TO 219 W. HOUSTON STREET TO DAVID DOWNTAIN D/B/A RP SHERMAN PROPERTIES II, LLC

RES 7292 GRANT PROGRAM RENOVATIONS (219 W. HOUSTON ST)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A THIRD PAYMENT OF FUNDS UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS TO 219 W. HOUSTON STREET TO DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC.
CONSENT AGENDA.

RESOLUTION NO. 7293 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH NORTH TEXAS WINWATER CO. FOR THE ANNUAL SUPPLY OF WATER AND SEWER MAINTENANCE PARTS AND SUPPLIES

RES 7293 ANNUAL WATER & SEWER PARTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH NORTH TEXAS WINWATER CO. FOR THE ANNUAL SUPPLY OF WATER AND SEWER MAINTENANCE PARTS AND SUPPLIES.
CONSENT AGENDA.

OTHER BUSINESS

RECEIVE QUARTERLY PROGRESS REPORT FROM SHERMAN ECONOMIC DEVELOPENT CORPORATION PRESIDENT KENT SHARP

SEDCO QUARTERLY PROGRESS REPORT

Kent Sharp, President, Sherman Economic Development Corporation, presented their Quarterly Progress Report. They are actively working on seven projects, with an estimated $1 billion in capital, and over 1,000 jobs. There were six site visits last quarter, and two business retention expansion visits.

RECEIVE PRESENTATION ON THE "TROLLEY PROBLEM"

TROLLEY PROBLEM

Nate Strauch, Community and Support Services Manager, introduced Sherman Main Street Board Members Lindsey Manley, Courtney Mitchell and Aaron Bucy, to discuss an opportunity to purchase one or two trolleys.

They discussed the history of the Interurban in Sherman and possible uses for a trolley in Sherman today. A local investor has purchased two trolleys and has offered to sell them to Sherman. They presented several ways the trolleys could be used with existing programs and several possible new programs that could benefit from the purchase. They asked the Council to consider purchasing the trolleys.

Mr. Strauch said both trolleys are "in running condition," and the inside is in fantastic condition. The outside would need some repainting. He added that there is also an option to lease the trolleys.

A decision is not needed today, but he asked if the Council would like the staff to "move in this direction." The investment would be $35,000 or $60,000 for both, and both have less than 80,000 miles on them. He added that the price of a new trolley would be "several hundred thousand dollars." Council Members seemed to be receptive to the purchase.

QUARTERLY INVESTMENT REPORT

APPROVE INVESTMENT REPORT FOR QUARTER ENDED MARCH 31, 2024

The City Council approved the City's Investment Report for the quarter ended March 31, 2024.
CONSENT AGENDA.

COUNCIL COMMENTS

COUNCIL COMMENTS

- **Thanks to Jeff Rigdon, for the money he saved the City on the Wastewater Treatment Plant project. (Henry Marroquin)**

- **The Cinco de Mayo festival will be held on May 3, 2024, from 6:00 to 10:00 p.m., in downtown Sherman. (Henry Marroquin)**

- **Texoma Earth Day celebration will be held April 20, 2024, beginning at 9:00 a.m., on the Municipal Grounds. (Shawn Teamann)**

EXECUTIVE SESSION

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

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

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

TEX. GOV'T CODE § 551.072 --
DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.073 --
DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --
DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

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

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

- **A) BEL AIR DEVELOPMENT**
- **B) HOSPITAL PROJECT**
- **C) CROSSROADS DEVELOPMENT**
- **D) BM PROJECT**

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 5:03 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:16 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 6:16 p.m.

MAYOR

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.1.

Meeting Date: 5/6/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
Proclamation
"Water Safety Month" - May 2024

Issue:
To present a proclamation recognizing May as "Water Safety Month."

Background:
The National Drowning Prevention Alliance is a non-profit organization that promotes awareness through educating communities about drowning protection. Texoma Swim Academy promotes several programs to help keep swimmers safe.

Origination:
The request came from Texoma Swim Academy.

Financial Consideration:
There is no financial consideration to the City.

Staff Recommendation:
The staff recommends that the Council present a Proclamation recognizing "Water Safety Month."

Alternatives:
The Council could choose not to present the proclamation.

Attachments:
1. Water Safety Month Proclamation

Sherman
CLASSIC TOWN. BROAD HORIZON

Proclamation

WHEREAS, Texas' future depends on the long-term health, safety, and wellness of its community of children and teens in our state, and

WHEREAS, drowning is the single leading cause of death for children ages 1-4 and the second leading cause of injury-related death for children up to age 14, in the United States, affecting not only the victims but also families, emergency personnel, and hospitals of our community as a whole, and

WHEREAS, drowning and aquatic-related injuries are preventable, and

WHEREAS, evidence-based strategies like the National Drowning Prevention Alliance's 5 Layers of Protection, which includes using barriers and alarms, constant adult water supervision, adults and children learning basic swim and water competency skills, use of life jackets around open bodies of water, and emergency preparation with CPR with rescue breaths, will engage our community in water safety for all ages, and

WHEREAS, during the month of May, the City of Sherman, in collaboration with the National Drowning Prevention Alliance, community organizations, area hospitals, and private citizens, will engage our community in water safety for all ages.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 2024

WATER SAFETY MONTH

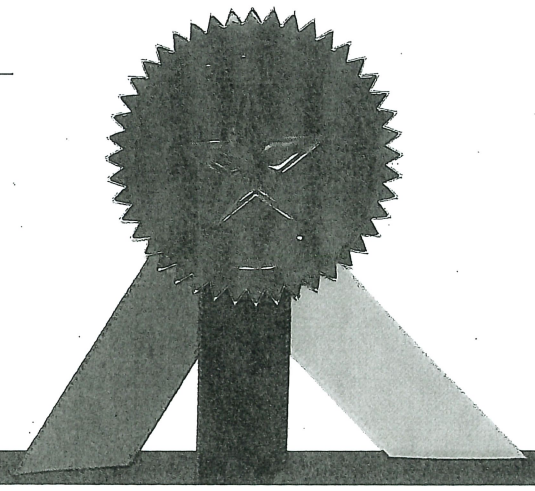
in the City of Sherman and urge all citizens to participate in efforts to reduce the risk of drowning and aquatic injuries.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 6th day of May, 2024.

Mayor

ATTEST:

Linda Ashby
City Clerk



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.2.

Meeting Date: 5/6/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
PROCLAMATION
"Mental Health Awareness Month" - May 2024

Issue:
To present a proclamation recognizing May as "Mental Health Awareness Month."

Background:
Each year May is designated a "Mental Health Awareness Month" and the Texoma Behavioral Health Leadership Team would like to recognize the the importance of good mental health and strategies that can be used to support mental health.

Origination:
The request came from the Texoma Behavioral Health Leadership Team.

Financial Consideration:
There is no financial consideration to the City.

Staff Recommendation:
The staff recommends that hte Counci present a Proclamation recognizing "Mental Health Awareness Month."

Alternatives:
The Council could choose not to present the proclamation.

Attachments:
1. Mental Health Awareness Month Proclamation

Sherman
CLASSIC TOWN. BROAD HORIZON

Proclamation

WHEREAS, mental health is an essential part of overall well-being, impacting individuals, families, and communities across Texas, and

WHEREAS, one in five American adults experience a mental health condition each year and everyone faces challenges in life that can impact their mental health, and

WHEREAS, despite its prevalence, mental health remains shrouded in stigma, preventing many from seeking help, and

WHEREAS, early intervention and access to quality care are crucial for managing mental health conditions and improving quality of life, and

WHEREAS, May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 2024

MENTAL HEALTH AWARENESS MONTH

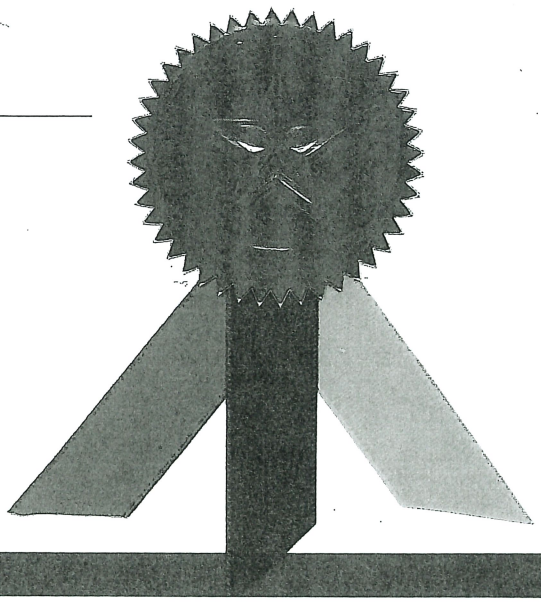
in the City of Sherman, and encourage all citizens to educate themselves and others about mental health conditions, treatment options, and available resources; challenge stigma; seek help if they are struggling with mental health and encourage others to do the same; support organizations that provide mental health services; and create safe and supportive environments about mental health issues.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 6th day of May, 2024.

Mayor

ATTEST:

Linda Ashby
City Clerk



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.1.

Meeting Date: 5/6/2024

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6714

Repealing Ordinance No. 6207: Adopting a New Water Conservation and Drought Contingency and Water Emergency Management Plan; Providing for Enforcement, Penalties and Disconnection of Water Service for Noncompliance; Requiring the Filing of this Ordinance and Plan with the Texas Commission on Environmental Quality; 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;

Issue:

Repealing Ordinance No. 6207 and Adopting a New Water Conservation and Drought Contingency and Water Emergency Plan; Providing for Enforcement, Penalties and disconnection of Water Service for Noncompliance

Background:

The Texas Commission on Environmental Quality (TCEQ) requires the water conservation and drought contingency plan to be updated every 5 years. The last update of this was brought to Council in 2019. The approval of this ordinance is required by the state. One of the revisions in this plan update from the 2019 plan is clarification on Stage III industrial user requirements.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends adoption of the ordinance.

Alternatives:

No recommended alternatives

Attachments:

1. Ordinance No 6714
2. Water Plan
3. Response Stages

ORDINANCE NO. 6714

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6207; ADOPTING A NEW WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY MANAGEMENT PLAN; PROVIDING FOR ENFORCEMENT, PENALTIES AND DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE; REQUIRING THE FILING OF THIS ORDINANCE AND PLAN WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; 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 NO-TICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") recognizes that the amount of water available to the water customers of the City of Sherman, Texas ("Sherman" or City") is limited; and

WHEREAS, the City Council recognizes the importance of a viable, long-term water supply for all City water customers; and

WHEREAS, the City Council recognizes that it cannot guarantee an uninterrupted water supply for all purposes at all times because of natural limitations, drought conditions, system failures and other acts of God which may occur; and

WHEREAS, the Texas Water Code and the regulations of the Texas Commission on Environmental Quality ("TCEQ") require that the City Council adopt a Water Conservation and Drought Contingency and Water Emergency Management Plan for the City that includes a drought contingency and water emergency response plan; and

WHEREAS, the City Council is authorized to adopt ordinances as necessary to preserve and conserve the City's water resources pursuant to Chapter 54 of the Texas Local Government Code; and

WHEREAS, the City Council previously adopted Ordinance No. 6207, which implemented and amended a Water Conservation and Drought Contingency and Water Emergency Management Plan for the City in accordance with the Texas Water Code, TCEQ regulations and Chapter 54 of the Texas Local Government Code; and

WHEREAS, the City Council finds that it would be advantageous and beneficial to the citizens of Sherman to repeal Ordinance No. 6207, in its entirety, and replace it with this Ordinance; and

WHEREAS, the City Council has determined that it is an urgent need and in the best interest of the public to adopt a new Water Conservation and Drought Contingency and Water Emergency Management Plan; and

WHEREAS, the City Council finds that it would be advantageous and beneficial to the citizens of the City to adopt the Water Conservation and Drought Contingency and Water Emergency Management Plan as set forth below.

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: Repeal of Ordinance No. 6207. Ordinance No. 6207 is hereby repealed, in its entirety, and replaced by this Ordinance. The effective date of the repeal of Ordinance No. 6207 shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6207 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 6207 occurring before the effective date of this Ordinance.

SECTION 3: Plan Adopted. The City Council hereby approves and adopts the Water Conservation and Drought Contingency and Water Emergency Management Plan attached hereto as Exhibit A and incorporated herein by reference for all purposes. The City commits to implementing the requirements and procedures set forth in the adopted Water Conservation and Drought Contingency and Water Emergency Management Plan.

SECTION 4: Filing of Ordinance and Plan with the TCEQ. The City Manager or his designee is hereby directed to file copies of the Water Conservation and Drought Contingency and Water Emergency Management Plan and this Ordinance with the TCEQ in accordance with 30 TEX. ADMIN. CODE Chapter 291.

SECTION 5: Savings/Repealing. 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 ordinances, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinances. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6: 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 and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional and/or invalid.

SECTION 7. Penalty. Any customer, defined under 30 TEX. ADMIN. CODE Chapter 291, failing to comply with the provisions of the Water Conservation and Drought Contingency and Water Emergency Management Plan shall be subject to a fine of up to two thousand dollars and 00/100 dollars ($2,000.00) per day per occurrence and/or discontinuance of irrigation or water service by the City. Proof of a culpable mental state is not required for a conviction of an offense under this section. Each day a customer fails to comply with the Water Conservation and Drought Contingency and Water Emergency Management Plan is a separate violation. The City's authority to seek injunctive or other civil relief available under the law is not limited by this section. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8: 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 9: 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 on this 6th day of May 2024.

_____
DAVID PLYLER, MAYOR

ATTEST:

_____
LINDA ASHBY, CITY CLERK

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

_____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A

WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman

May 2024

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Attachment C	Utility Service Area Maps
Attachment D	Description of Water and Wastewater Systems
Attachment E	Sherman CCN
Attachment F	Water and Sewer Rates
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Attachment H	Public Notification
Attachment I	Letter to Region C, GTUA, & NTMWD Planning Groups

WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN FOR SHERMAN, TEXAS

MAY 2024

1.0 INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water supplies. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands will be expensive and difficult to develop. It is therefore important that the City of Sherman and its customers make the most efficient use of existing supplies. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality ("TCEQ") has developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers[1]. The City of Sherman has developed this water conservation and drought contingency and emergency water response plan for its customers following TCEQ guidelines and requirements.

The water conservation sections of this plan include measures that are intended to result in ongoing, long-term water savings. The drought contingency and water emergency response sections of this plan address strategies designed to temporarily reduce water use in response to specific conditions.

The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts
- To reduce the loss and waste of water
- To improve efficiency in the use of water
- To extend the life of current water supplies by reducing the rate of growth in demand
- To educate the public concerning water conservation

The water conservation plan presented in this document is a water conservation plan also intended for adoption by City of Sherman customers. In order to adopt this plan, each customer will need to do the following:

- Complete the water utility profile
- Set five-year and ten-year goals for per capita water use
- Adopt ordinance(s) or regulation(s) approving the plan

---

[1] Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1, 288.2, and Subchapter B, Rule 288.20 downloaded from: https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288

The water utility profile, goals, and ordinance(s) or regulations should be provided to the City of Sherman in draft form for review and comments. Final adopted versions should also be provided to the City of Sherman, as well as the TCEQ.

This plan includes all of the elements required by the TCEQ. Any City of Sherman water customer wishing to adjust elements of the plan should coordinate with the City of Sherman.

2.0 TEXAS COMMISION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plans

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. For the purpose of these rules, a water conservation plan is defined as: "A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water."[2]

2.2 Drought Contingency and Water Emergency Response Plans

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code. For the purpose of these rules, a drought contingency and water emergency response plan is defined as "a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies." [3]

3.0 WATER UTILITY PROFILE

Attachment A to this water conservation and drought contingency and water emergency response plan is a sample water utility profile based on the format recommended by the TCEQ. In adopting this water conservation plan, each customer will provide a water utility profile to the City of Sherman.

4.0 SPECIFICATION OF WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific water conservation goals for a water conservation plan. As part of plan adoption, each customer must develop 5-year and 10-year goals for per capita municipal use. These goals should be submitted to the City of Sherman. The goals for this water conservation plan include the following:

- Maintain the per capita municipal water use below the specified amount in gallons per capita day in a dry year, as shown in the completed Table 4.1
- Maintain the level of unaccounted water in the system below 15 percent annually in 2024 and subsequent years, as discussed in Section 5.4

[2,3] Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1, 288.2, and Subchapter B, Rule 288.20 downloaded from:
https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288

- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 6
- Maintain a program of universal metering and meter replacement and repair, as discussed in section 5.2
- Encourage the replacement of plumbing fixtures with low flush commodes and low flow s
- Continue the use of uniform rate structure to discourage high usage

Table 4.1: Five-Year and Ten-Year Municipal Per Capita Water Use Goals

	Historic 5-Year Average	Baseline	5-Year Goal for Year 2029	10-Year Goal for Year 2034
Total GPCD	**222**	**225**	**200**	**175**
Residential GPCD	**72**	**75**	**70**	**65**
Water Loss (GPCD)	**39**	**30**	**25**	**23**
Water Loss Percentage	**18.00%**	**13.00%**	**12.00%**	**13.00%**

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage= (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

5.0 METERING, WATER USE RECORDS, CONTROL OF UNACCOUNTED WATER, AND LEAK DETECTION AND REPAIR

One of the key elements of water conservation is tracking water use and controlling losses through illegal diversions and leaks. It is important to carefully meter water use, detect and repair leaks in the distribution system, and provide regular monitoring of unaccounted water.

5.1 Accurate Metering

The City of Sherman will continue its aggressive program of testing, repair, and replacement of residential and commercial meters throughout the city. Positive displacement meters utilized for residential customer service, turbine or compound meters are utilized for industrial customers, and ultrasonic meters are utilized at points of entry into the distribution system. Meters are repaired and replaced as needed, to ensure the accuracy of the water being sold. Meters installed by the city are required to be at least within plus or minus 5.0% of accuracy in order to measure and account for the amount of water diverted from the source of supply. The city has made an aggressive effort to meter all of its own uses, to better account for water pumpage.

5.2 Metering of Customer and Public Uses and Meter Testing, Repair, and Replacement

Sherman meters the quantity of water that is delivered to each residential and commercial customer, and to each public use, including city facilities. Meters are read and the quantities are recorded once per month, with billings made monthly to residential and commercial customers. Sherman staff conducts periodic visual inspections along distribution lines to determine if leakage is present. Periodic audits of the system are undertaken to determine if illegal connections are present, or if services have been abandoned.

5.3 Record Management System

The City of Sherman has established a regularly scheduled leak detection program. This program was first initiated on a regular basis in 1980, with additional surveys occurring every year. When leaks are reported, they are repaired and recorded on a Master Distribution Map. The city staff then records and prioritizes the lines with the worst leak record and includes those lines in a Capital Improvements Program for the City of Sherman. New meter boxes and fittings are also installed at the time that the line replacements are made. The city staff audits its water usage on a monthly basis by comparing its pumping records to the amount of water sold, and accounting for any differences, including line flushings, fires, breaks and any other unmetered uses of water. Each year, several line replacement projects are authorized for construction. These line replacements are based on the lines with the most leaks reported during the previous year.

5.4 Determination and Control of Unaccounted Water

Unaccounted water is the difference between water delivered to customers and metered water sales to customers plus authorized but unmetered uses. (Authorized but unmetered uses would include use for fire fighting, releases for flushing of lines, uses associated with new construction, etc.) Unaccounted water can include several categories:

- Inaccuracies in customer meters (customer meters tend to run more slowly as they age and under-report actual use)
- Accounts that are being used but have not yet been added to the billing system
- Losses due to water main breaks and leaks in the water distribution system
- Losses due to illegal connections and theft
- Other

Measures to control unaccounted water are part of the routine operations of the City. Maintenance crews and personnel look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described in Section 5.5 below. Meter readers watch for and report signs of illegal connections, so they can be quickly addressed.

The City of Sherman maintains a record management system to record water pumped, water deliveries, water sales and water losses, which allows for the desegregation of water sales and uses for residential and industrial customers.

5.5 Leak Detection and Repair

As described above, city utility crews and other personnel look for and report evidence of leaks in the water distribution system. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement through the City's Capital Improvement Program as funds are available.

5.6 Monitoring of Effectiveness and Efficiency – Annual Water Conservation Report

Attachment A (Water Utility Profile based on the TCEQ format) is the form that shall be used in the development of an annual water conservation report by the City. This form will be completed by May 1 of the following year and used to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year.

6.0 CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The continuing public education and information campaign on water conservation includes the following elements:

- Designate a staff member to assist other Sherman staff members in the execution of the city's water conservation program
- Make water conservation presentations at institutions, organizations, and groups at periodic intervals
- Conduct or sponsor exhibits on water conservation and water saving devices to promote water conservation and efficiency
- Provide and distribute water conservation brochures to citizens. Materials are available from the Texas Agricultural Extension service and other state agencies
- Work in cooperation with schools to establish an educational program, and provide conservation videos, brochures, and teaching aids
- Issue press releases on water conservation tips and water conservation rates
- Issue public service-announcements for use by local news media
- Provide water conservation information to new water and wastewater customers at the time service is established
- Continue Water Department staff attendance and participation in water conservation program training offered by state agencies and professional organizations
- Promote the *Texas Smartscape* website (http://www.txsmartscape.com/) and provide water conservation brochures and other water conservation materials available to the public at the customers' city hall/administrative offices, GTUA Administrative Offices, and other public places
- Make information on water conservation available online on the City's website (if applicable) and include links to the *Texas Smartscape* website and to information on water conservation on the TWDB and TCEQ websites and other resources

7.0 WATER RATE STRUCTURE

The City Council of Sherman reviews the water rates annually and makes whatever adjustments necessary to provide for a self-sufficient, well-maintained water system. (See Attachment F - Water and Sewer Rates) The rate structure is intended to encourage conservation and discourage excessive use and waste of water.

8.0 OTHER CONSERVATION MEASURES

8.1 Reuse and Recycling of Wastewater

The City of Sherman encourages, through its Industrial Waste Ordinance, the reuse of water by its major industrial customers.

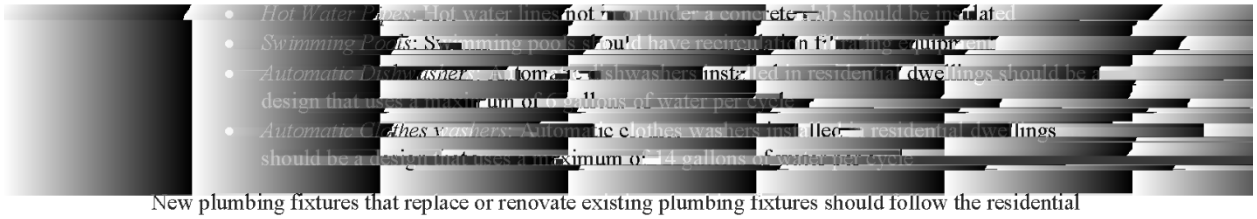
8.2 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

The city's Plumbing code encourages the use of water conserving plumbing fixtures for residential and commercial construction. In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992 meet the following standards:

- *Shower Heads:* No more than 2.75 gallons per minute at 80 pounds per square inch of pressure

- *Lavatory/Sink Faucets and Aerators:* No more than 2.2 gallons per minute at 60 pounds per square inch of pressure
- *Wall Mounted, Flush-o-meter Toilets:* No more than 2.0 gallons per flush
- *All Other Toilets:* No more than 1.6 gallons per flush
- *Drinking Water Fountains:* Must be self closing

The above standards are enforced through requirements placed directly on the manufacturers, importers, and suppliers of new fixtures in Texas. In addition, the City encourages the following water conservation measures:



- *Hot Water Pipes:* Hot water lines not [illegible] or under a concrete slab should be insulated
- *Swimming Pools:* Swimming pools should have recirculating filtering equipment
- *Automatic Dishwashers:* Automatic dishwashers installed in residential dwellings should be a design that uses a maximum of [illegible] gallons of water per cycle
- *Automatic Clothes Washers:* Automatic clothes washers installed in residential dwellings should be a design that uses a maximum of 14 gallons of water per cycle

New plumbing fixtures that replace or renovate existing plumbing fixtures should follow the residential and commercial construction requirements.

Retrofit of existing plumbing fixtures is being accomplished through the voluntary efforts of individual consumers and business operators.

8.3 Landscape Water Management Measures

Through its public information program, the city encourages and supports the use of landscaping techniques requiring less water.

8.4 Requirement for Water Conservation Plans by Wholesale Customers

The City of Sherman shall require that for every wholesale water supply contract entered into or renewed after adoption of this Plan, including contract extensions, the wholesale customer develop and implement a Water Conservation Plan using the applicable elements of Chapter 288 of the Texas Commission on Environmental Quality (TQEQ) rules. If the wholesale customer intends to resell the water, then the contract between the initial supplier and customer must provide that the contract for resale of water must have water conservation requirements so each successive customer in the resale of the water will be required to implement water conservation measures in accordance with applicable provisions of Chapter 288 of the TCEQ rules.

8.5 Coordination with Regional Water Planning Group, GTUA, and NTMWD

Attachment I includes letters to the Chair of the Region C Water Planning Group, GTUA, and NTMWD transmitting this water conservation plan. Each wholesale customer will send a copy of their ordinance(s) or regulation(s) implementing the plan and their water utility profile to the City of Sherman. The adopted ordinance(s) or regulation(s) and the adopted water utility profile will be sent to the Chair of the Region C Water Planning Group by the wholesale customers and to the City of Sherman, with a copy of the Water Conservation Plan.

9.0 IMPLEMENTATION AND ENFORCEMENT OF THE WATER CONSERVATION PLAN

The City Manager, as part of the regular duties of that position, is responsible for implementing and enforcing the Sherman Water Conservation Plan, as adopted by the Sherman City Council (See Attachment G).

9.1 Schedule for Implementing the Plan to Achieve Targets and Goals

Following is a schedule, to achieve the targets and goals for water conservation:

- Calibrations of large meters for treated water deliveries to be conducted annually
  - Meter replacement program:
  - Meters will continue to be monitored for accuracy annually and replaced on a fifteen year cycle, or when accuracy cannot be maintained within ±5%
- Water audits conducted annually
  - Real water losses are identified and corrected
  - Real water losses are minimized by replacement of deteriorating water mains and appurtenances, conducted on an on-going basis
- Materials developed to encourage water conservation measures, materials obtained from the Texas Water Development Board, Texas Commission on Environmental Quality or other sources will be available by referencing the City's website or at the City offices
- Water conserving pricing
  - A rate analyst will be hired when necessary to review rates and determine any changes necessary to the rate structure
  - Rates shall be reviewed annually to ensure water revenues exceed expenses and replacement costs and to discourage excessive and wasteful use
- The leak detection program to reduce real water losses
  - Continuing inspections of water mains and connections
  - Intermittent night-flow measurements to be conducted annually
  - Pressure control of the water system by use of SCADA system
  - Pressure zones operated based on the topography
  - Surges in pressure limited by proper valve operation
- The 2021 International Plumbing Code shall be followed, and all new construction or renovations required to use water conserving fixtures

9.2 Tracking of Targets and Goals

Staff shall track targets and goals by utilizing the following procedures:

- Records shall be maintained for meter calibration, meter testing, and meter replacement programs
- Annual water audits shall be documented and kept in the files
- Records shall be maintained for the Leak Detection Program, including but not limited to the following:
  - Inspections of selected water main fittings and connections throughout the distribution system
  - Annual intermittent night-flow measurements
  - SCADA system is used to monitor water systems
  - Maintain records of water main repairs
  - Develop water main replacement projects based on leak and repair data

10.0 REVIEW AND UPDATE OF WATER CONSERVATION PLAN

TCEQ requires Water Conservation Plans be updated prior to May 1, 2024. The plans are required to be updated every five years thereafter. The plan will be updated as required and as appropriate based on new or updated information.

11.0 DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

11.1 Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, to protect and preserve public health, welfare, and safety, and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Sherman adopted regulations and restrictions on the delivery and consumption of water through Ordinance No. 6714 on May 6, 2024.

Water uses regulated or prohibited under this Drought Contingency Plan ("the Plan") are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 11.12 of this Plan.

11.2 Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Sherman by means of a public meeting held in the Council Chambers on Monday, May 6, 2024 at 5:00 p.m. Public notice of this meeting was provided by a paid advertisement in the Herald Democrat, the newspaper of general circulation in Grayson County (Attachment H).

11.3 Public Education

The City of Sherman will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases to local radio, TV and newspapers. Notices will also be placed on the City's website.

11.4 Coordination with Regional Water Planning Groups

The service area of the City of Sherman is located within the Region C Water Planning Area and the City of Sherman provided a copy of this Plan to the Chairman of Region C Regional Water Planning Group (Attachment I).

11.5 Authorization

The Mayor or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Mayor or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

11.6 Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Sherman. The terms "person" and "customer" as used in the Plan include individuals, corporation's partnerships, associations, and all other legal entities.

11.7 Definitions

For the purpose of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels, motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Sherman.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8. Or locations without addresses.

Industrial water usage baseline: baseline water usage computed on the average water usage for the three-month period ending prior to the date of implementation of Stage 2 of the Plan.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential or required for the protection of public, health, safety, and welfare, including:

- irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- use of water to wash down buildings or structures for purposes other than immediate fire protection;
- flushing gutters or permitting water to run or accumulate in any gutter or street;

- use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- failure to repair controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

11.8 Triggering Criteria for Initiation and Termination of Drought Response Stages

The Mayor or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Public notification of the initiation or termination of drought response stages shall be by means of a publication in the newspaper of general circulation, notification to local radio/TV stations, posting notices on the public access cable channel, and calls and written faxes to industrial and wholesale water users.

The triggering criteria described below are based on the drought of record of this area from 1950 to 1957. The City of Sherman through GTUA is currently allotted 33,400 acre feet of water storage in Lake Texoma. This will provide an annual yield of 35 mgd available from Lake Texoma. The City currently has Water treatment capacity of 24.8 mgd. The City also has a well system capable of delivery of 13.63 mgd on a peak basis.

Sherman's Plan is based on the adequacy and reliability of the water production and distribution facilities under drought conditions. Capacity and equipment problems could temporarily impact Sherman's water production and delivery system. Given the groundwater and surface water resources available, it is unlikely that the water supply will not meet the City's water needs to the 2050 planning period required by Senate Bill 1.

Stage 1 - Mild Water Shortage Conditions

Requirements for initiation - Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section 11.7 - Definitions, when total daily water demands equal or exceed 80 percent of the surface water zone, or 17 mgd, for five (5) consecutive days based on the "safe" operating capacity of water supply facilities.

Requirements for termination - Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

Stage 2 - Moderate Water Shortage Conditions

Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section 11.7 of this Plan when water demands equal or exceed 90 percent of the surface water zone, or 19.13 mgd, for three (3) consecutive days based on the safe operating capacity of the facilities.

Requirements for termination - Stage 2 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 - Severe Water Shortage Conditions

Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of the Plan when water demands equal or exceeds 100% of the surface water zone, or 21.25 mgd, for three (3) consecutive days based on the state operating capacity of the facilities.

Requirements for termination - Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 - Emergency Water Shortage Conditions

Requirements for initiation - The City of Sherman will recognize an emergency water shortage when one or more of the following conditions exist:

- Natural or man-made contamination occurs in the water supply source(s) of Lake Texoma
- The City of Sherman experiences water production or distribution system limitations
- The City of Sherman experiences a system outage due to the failure or damage of major water system components

Requirements for termination - Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

11.9 Drought Response Stages

The Mayor/Manager and his/her designee shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section 11.8 of the Plan, shall determine that a mild, moderate, severe, critical, or emergency condition exists and shall implement the following actions upon publication of a notice in a newspaper of general circulation:

Stage 1 – Mild Water Shortage Conditions

Goal: Achieve a voluntary 5 percent reduction in daily water demand.

Supply Management Measures:

In an effort to manage limited water supplies and/or reduce water demand, the City of Sherman will reduce or discontinue flushing of water mains.

Voluntary Water Use Restrictions:

- Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with street addresses ending in an even number (0, 2, 4, 6, or 8) and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9), or to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.

- All operations of the City of Sherman shall adhere to water use restrictions prescribed for Stage 2 of the Plan.

- Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 – Moderate Water Shortage Conditions

Goal: Achieve a 15 percent reduction in daily water demand.

Supply Management Measures:

In an effort to manage limited water supplies and/or reduce water demand, the City of Sherman will reduce or discontinue flushing of water mains and reduce or discontinue irrigation of public landscaped areas.

Water Use Restrictions – under threat of penalty or violation, the following water use restrictions shall apply to all persons:

- Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6, or 8), and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

- Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

- Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.

- Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

- Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Sherman.

- Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City of Sherman, the facility shall not be subject to these regulations.

- All restaurants are prohibited from serving water to its patrons except when requested.

- The following uses of water are defined as non-essential and are prohibited:

    - Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

    - Use of water to wash down buildings or structures for purposes other than immediate fire protection;

    - Use of water for dust control except where there is concern for public health in confined spaces;

    - Flushing gutters or permitting water to run or accumulate in any gutter or street; and

    - Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 – Severe Water Shortage Conditions

Goal: Achieve a 20 percent reduction in daily water demand.

Supply Management Measures:

In an effort to manage limited water supplies and/or reduce water demand, the City of Sherman will reduce or discontinue flushing of water mains, discontinue irrigation of public landscaped areas and use of reclaimed water for non-potable purposes.

Water Use Restrictions: all requirements of Stage 2 shall remain in effect during Stage 3 except:

- Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

- The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of Sherman.

- The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 4 – Emergency Water Shortage Conditions

Whenever emergency water shortage conditions exist as defined in Section 11.8 of the Plan, the Mayor or his/his designee shall:

- Assess the severity of the problem and identify the actions needed and time required to solve the problem
- Inform the appropriate city staff members and suggest actions, as appropriate, to alleviate problems (e.g., notification of the public to reduce water use until service is restored)
- If appropriate, notify city, county, and/or state emergency response officials for assistance
- Undertake necessary actions, including repair and/or cleanup as needed
- Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions

11.10 Industrial Customers

A monthly water usage allocation shall be established by the Mayor, or his/her designee, for each industrial customer that uses water for processing purposes. TCEQ 290 guidelines for water distribution system connections were used as a basis for calculating the Stage 4 maximum allocation reduction for industrial customers (Table 11.1). Stage 2 allocation was previously established by the City, and Stage 3 allocation was taken as a value between Stages 2 and 4.

Table 11.1: Industrial Customers Water Usage Allocation

	Allocation of Water Usage Baseline[1] (%)
Stage 1	**100**
Stage 2	**90**
Stage 3	**50**
Stage 4	**20**

1. The industrial customer's water usage baseline will be computed on the average water usage for the three-month period ending prior to the date of implementation of Stage 2 of the Plan.

The Mayor shall give his/her best effort to see that notice of each industrial customer's allocation is mailed, emailed, faxed, or notified by phone to such customer. If, however, a customer does not receive such notice, it shall be customer's responsibility to contact the City of Sherman to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of such notice. Upon request of the customer or at the initiative of the Mayor the allocation may be reduced or increased, (1) if the designated period does not accurately reflect the customer's normal water usage because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shutdown or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce usage is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer, or (6) if other objective

evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Council.

An industrial customer may only switch water sources from surface water to groundwater, and vice versa, with prior authorization from the City of Sherman.

11.11 Water Rationing

Outside Wholesale Customer

The City of Sherman has contracted with several wholesale customers who are located outside the city limits. When drought conditions trigger Stage 1 criteria, each wholesale water customer will be mailed, emailed, or faxed a notice requesting that they comply with the same voluntary water use practices as the water customers of the City of Sherman.

When moderate or Stage 2 criteria are triggered, each wholesale water user will be mailed, emailed, or faxed a letter advising that they will be expected to comply with a pro-rata reduction of water usage in compliance with provisions of section 11.039 of the Texas Water Code. This pro-rata reduction shall mean that the same water use restrictions enforced on the City of Sherman water users will be applicable to wholesale water customers. If Stage 3 criteria are triggered, the City of Sherman will mail, email, or fax a letter to each wholesale water customer advising that each wholesale water customer will be expected to comply with the same restrictions as customers of the City of Sherman and each wholesale water customer must comply with the provisions of section 11.039 of the Texas Water Code.

If, however, a customer does not receive a notice sent by the City of Sherman, it shall be the wholesale customer's responsibility to contact the City of Sherman to determine the restrictions with which it must comply. In future contracts for wholesale water sales or renewals of existing contracts, the City of Sherman will include a provision stating that in case of a shortage of water resulting from a drought or equipment failure, the water to be distributed shall be divided in accordance with the Texas Water Code, Section 11.039.

11.12 Enforcement

- No person shall knowingly or intentionally allow the use of water from the City of Sherman for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of the Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Mayor or his/her designee in accordance with the provisions of this Plan.

- Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than Twenty Dollars ($20.00) and not more than One Hundred Fifty Dollars ($150.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Mayor shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of reconnection charge, hereby established at Fifteen Dollars ($15.00), and any other costs incurred by the City of Sherman in discontinuing service. In addition, suitable assurance must be given to the Mayor that the same action be sought through injunctive relief in the district court.

- Industrial users found in non-compliance with this Plan may have water service shut off completely, in the interest of the safety, health, and welfare of the Public.

- Any person, including a person classified as a water customer of the City of Sherman, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proved he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

- Any employee of the City of Sherman, police officer, or other Sherman employee designated by the Mayor may issue a citation to a person he/she reasonably believes to be in violation of this Plan.

11.13 Variances

The Mayor or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- Compliance with the Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

- Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the Mayor within five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Mayor or his/her designee, and shall include the following:

- Name and address of the petitioner(s).

- Purpose of water use.

- Specific provision(s) of the Plan from which the petitioner is requesting relief.

- Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.

- Description of the relief requested.

- Period of time for which the variance is sought.

- Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

- Other pertinent information.

Variances granted by the City of Sherman shall be subject to the following conditions, unless waived or modified by the Mayor or his/her designee:

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when the Plan is no longer in effect unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

11.14 Severability

It is hereby declared to be the intention of the Sherman City Council that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the Sherman City Council without the incorporation of this Plan of any such unconstitutional phrase, clauses, sentence, paragraph, or section.

11.15 Plan Review and Update

The City of Sherman shall review and update, as appropriate, the Drought Contingency Plan every five (5) years, based on New or updated information.

11.16 Coordination with the Regional Water Planning Groups

Attachment I includes a copy of a letter sent to the Chair of the Region C Water Planning Group with this model drought contingency and water emergency response plan. City of Sherman customers will send a draft of its ordinance(s) or other regulation(s) implementing this plan to the City of Sherman for review and comment. The customer will also send the final ordinance(s) or other regulations(s) to the City of Sherman, as well as a copy of the final plan.

Attachment A

Sample Water Utility Profile

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility: CITY OF SHERMAN

Public Water Supply Identification Number (PWS ID): TX0910006

Certificate of Convenience and Necessity (CCN) Number: 10203

Surface Water Right ID Number: 4905, 4906

Wastewater ID Number: 20076

Contact: First Name: Travis Last Name: Overturf

Title: City Civil Engineer

Address: 220 W. Mulberry City: Sherman State: TX

Zip Code: 75090 Zip+4: Email: TravisO@cityofsherman.com

Telephone Number: 9033283204 Date:

Is this person the designated Conservation Coordinator? (•) Yes ( ) No

Regional Water Planning Group: C

Groundwater Conservation District:

Our records indicate that you:

☑ Received financial assistance of $500,000 or more from TWDB

☑ Have 3,300 or more retail connections

☐ Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles: 48

Attached file(s):

File Name	File Description
City of Sherman_Service Area.pdf	Map of Sherman Service Area

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2023	45,264	35,641	45,264
2022	57,523	13,878	57,523
2021	43,654	11,130	43,654
2020	42,462	8,835	42,462
2019	42,462	2,750	42,462

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	66,149	11,043	66,149
2040	78,361	11,152	78,361
2050	91,289	12,009	91,289
2060	104,216	15,825	104,216
2070	117,143	24,226	117,143

4. Described source(s)/method(s) for estimating current and projected populations.

City of Sherman 2023 Water Master Plan population projections for retail
2021 Regional Water Plan - Wholesale Water Customers population projections for 2020-2070
Texas Water Development Board

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.
Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2023	3,987,397,293	0	55,372,604	3,932,024,689	238
2022	4,046,734,995	0	110,611,117	3,936,123,878	187
2021	3,756,223,958	0	84,093,844	3,672,130,114	230
2020	3,868,427,552	0	77,705,188	3,790,722,364	245
2019	3,329,578,123	0	63,928,798	3,265,649,325	211
Historic Average	3,797,672,384	0	78,342,310	3,719,330,074	222

C. Water Supply System

Attached file(s):

File Name	File Description
City of Sherman_Water System Description.pdf	Description of Sherman Water System

1. Designed daily capacity of system in gallons: 2,480,000

2. Storage Capacity

2a. Elevated storage in gallons: 7,650,000

2b. Ground storage in gallons: 16,180,000

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2025	55,558	5,069,667,500
2026	59,451	5,424,903,750
2027	63,344	5,780,140,000
2028	64,279	5,865,458,750
2029	65,214	5,950,777,500
2030	66,149	6,036,096,250
2031	67,084	6,121,415,000
2032	68,019	6,206,733,750
2033	69,312	6,324,720,000
2034	70,605	6,442,706,250

2. Description of source data and how projected water demands were determined.

City of Sherman 2023 Water Master Plan Report Projections for 2022, 2027, 2032, and 2047

Utilized average annual growth to interpolate

Water demand assumed to be 250 gpcd total

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. High Volume Customers

1. The annual water use for the five highest volume **RETAIL customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw
Panda Sherman Power/Rayburn	Industrial	678,092,320	Raw
Texas Instruments	Industrial	262,828,240	Treated
Globitech	Industrial	182,419,680	Treated
IBP/Tyson	Industrial	118,748,317	Treated
Sunny Delight Beverages	Industrial	64,010,650	Treated

2. The annual water use for the five highest volume **WHOLESALE customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw
Mustang SUD	Municipal	31,474,000	Treated
City of Knollwood	Municipal	21,683,700	Treated
City of Dorchester	Municipal	8,353,200	Raw
Pink Hill	Municipal	10,129	Treated

F. Utility Data Comment Section

Additional comments about utility data.

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	14,559	66.35 %
Residential - Multi-Family	5,363	24.44 %
Industrial	31	0.14 %
Commercial	1,882	8.58 %
Institutional	108	0.49 %
Agricultural	0	0.00 %
Total	21,943	100.00 %

2. Net number of new retail connections by water use category for the previous five years.

	Net Number of New Retail Connections						
Year	**Residential - Single Family**	**Residential - Multi-Family**	**Industrial**	**Commercial**	**Institutional**	**Agricultural**	**Total**
2023	219	6	1	0	0	0	226
2022	452	0	0	3	7	0	462
2021	345	0	7	13	0	0	365
2020	722	8	0	19	0	0	749
2019	490	2	0	52	1	0	545

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	1,038,172,127	295,994,158	1,377,954,487	551,625,858	59,476,340	0	3,323,222,970
2022	1,058,779,649	279,626,687	1,153,022,910	455,166,029	51,651,730	0	2,998,247,005
2021	911,156,146	279,626,687	1,153,022,910	455,166,029	51,651,730	0	2,850,623,502
2020	940,790,142	269,301,610	1,284,294,031	437,676,117	41,508,690	0	2,973,570,590
2019	824,803,641	254,481,892	1,336,745,097	408,746,392	46,545,741	0	2,871,322,763

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2023	81
2022	64
2021	75
2020	78
2019	70
Historic Average	74

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	196,733,534	190,556,078	183,705,053	173,971,598	172,277,059
February	178,453,145	194,828,921	205,750,080	151,798,989	187,993,423
March	168,360,613	169,204,378	153,731,748	150,816,546	175,159,389
April	202,803,048	191,402,914	200,398,820	168,875,801	164,641,400
May	214,858,482	204,912,359	173,309,533	184,136,693	230,647,664
June	235,576,193	234,582,167	191,014,498	233,355,239	233,976,814
July	232,251,664	330,535,607	231,378,423	250,471,455	202,738,743
August	322,622,192	378,822,393	262,658,187	243,729,398	327,406,038
September	315,112,432	278,585,722	254,774,670	242,180,862	284,331,250
October	245,980,819	270,658,828	238,623,918	199,423,912	259,303,018
November	201,345,165	209,636,593	194,667,220	193,588,760	173,169,903
December	192,558,392	196,172,992	191,051,442	172,608,165	145,431,051
Total	2,706,655,679	2,849,898,952	2,481,063,592	2,364,957,418	2,557,075,752

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2023	2022	2021	2020	2019
January	27,192,000	31,535,000	12,456,000	8,285,000	47,172,000
February	23,157,000	24,220,000	35,311,000	20,381,000	40,478,000
March	52,932,000	38,872,000	15,887,000	20,501,000	14,988,000
April	28,178,000	19,473,000	13,644,000	14,834,000	18,644,000
May	43,099,320	56,358,000	29,349,000	31,738,000	71,025,000
June	66,668,000	80,796,000	71,494,000	74,646,000	60,960,000
July	86,437,000	103,724,000	87,642,000	87,469,000	10,195,500
August	124,667,000	120,608,000	85,875,000	85,076,000	88,114,000
September	99,369,000	84,819,000	84,545,000	86,681,000	76,605,000
October	47,316,000	48,696,000	39,769,000	76,335,000	67,846,000
November	48,535,000	41,914,000	53,000	33,279,000	16,018,000
December	30,542,000	40,767,000	9,869,000	20,849,000	14,913,000
Total	678,092,320	691,782,000	485,894,000	560,074,000	526,958,500

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2023	1,068,222,049	3,384,747,999
2022	1,249,068,167	3,541,680,952
2021	930,062,108	2,966,957,592
2020	974,747,092	2,925,031,418
2019	923,391,095	3,084,034,252
Average in Gallons	1,029,098,102.20	3,180,490,442.60

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2023	600,239,881	36	15.27 %
2022	902,469,817	43	22.93 %
2021	709,364,753	44	19.32 %
2020	713,691,570	46	18.83 %
2019	346,412,502	23	10.61 %
Average	654,435,705	38	17.39 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for theprevious five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2023	9,273,282	11611109	1.2521
2022	9,703,235	13576827	1.3992
2021	8,128,650	10109370	1.2437
2020	8,013,784	10595077	1.3221
2019	8,449,408	10036859	1.1879

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	954,740,341	66.35 %	31.79 %
Residential - Multi-Family	275,806,206	24.44 %	9.18 %
Industrial	1,261,007,887	0.14 %	41.99 %
Commercial	461,676,085	8.58 %	15.37 %
Institutional	50,166,846	0.49 %	1.67 %
Agricultural	0	0.00 %	0.00 %

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

Section III: Wastewater System Data

A. Wastewater System Data

Attached file(s):

File Name	File Description
City of Sherman_Wastewater System Description.pdf	Description of Sherman Wastewater System

1. Design capacity of wastewater treatment plant(s) in gallons per day: 16,000,000

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	0	0	0	0.00 %
Industrial	8	2	10	1.70 %
Commercial	1	578	579	98.30 %
Institutional	0	0	0	0.00 %
Agricultural	0	0	0	0.00 %
Total	9	580	589	100.00 %

3. Percentage of water serviced by the wastewater system: 100.00 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	231,740,000	213,730,000	225,560,000	317,350,000	304,700,000
February	297,420,000	206,920,000	207,180,000	337,130,000	250,980,000
March	364,630,000	233,010,000	244,570,000	414,020,000	293,960,000
April	240,450,000	288,700,000	283,270,000	257,380,000	312,250,000
May	222,240,000	270,160,000	440,740,000	310,350,000	412,570,000
June	247,020,000	209,870,000	309,260,000	213,340,000	241,650,000
July	228,100,000	195,580,000	214,470,000	202,650,000	207,050,000
August	195,750,000	227,490,000	242,580,000	207,210,000	220,920,000
September	202,870,000	196,060,000	186,300,000	249,790,000	202,180,000
October	269,750,000	229,520,000	205,190,000	213,930,000	232,790,000
November	197,810,000	302,280,000	206,650,000	205,530,000	238,080,000
December	225,640,000	264,490,000	203,650,000	216,640,000	219,480,000
Total	2,923,420,000	2,837,810,000	2,969,420,000	3,145,320,000	3,136,610,000

5. Could treated wastewater be substituted for potable water?

( ) Yes (•) No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	0
Plant wash down	0
Chlorination/de-chlorination	0
Industrial	0
Landscape irrigation (park,golf courses)	0
Agricultural	0
Discharge to surface water	0
Evaporation Pond	0
Other	0
Total	0

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

Attachment B

Definitions

Attachment B

Definitions of Commonly Used Terms

Conservation • Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

Industrial use • The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, commercial fish production, and the development of power by means other than hydroelectric, but does not include agricultural use.

Irrigation • The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

Municipal per capita water use • The sum total of water diverted into a water supply system for residential, commercial, and public and institutional uses divided by actual population served.

Municipal use • The use of potable water within or outside a municipality and its environs whether supplied by a person, privately owned utility, political subdivision, or other entity as well as the use of sewage effluent for certain purposes, including the use of treated water for domestic purposes, fighting fires, sprinkling streets, flushing sewers and drains, watering parks and parkways, and recreational purposes, including public and private swimming pools, the use of potable water in industrial and commercial enterprises supplied by a municipal distribution system without special construction to meet its demands, and for the watering of lawns and family gardens.

Municipal use in gallons per capita per day • The total average daily amount of water diverted or pumped for treatment for potable use by a public water supply system. The calculation is made by dividing the water diverted or pumped for treatment for potable use by population served. Indirect reuse volumes shall be credited against total diversion volumes for the purpose of calculating gallons per capita per day for targets and goals.

Pollution • The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Public water supplier • An individual or entity that supplies water to the public for human consumption.

Regional water planning group • A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, '16.053.

Retail public water supplier • An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

Reuse • The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

Water conservation plan • A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving

the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

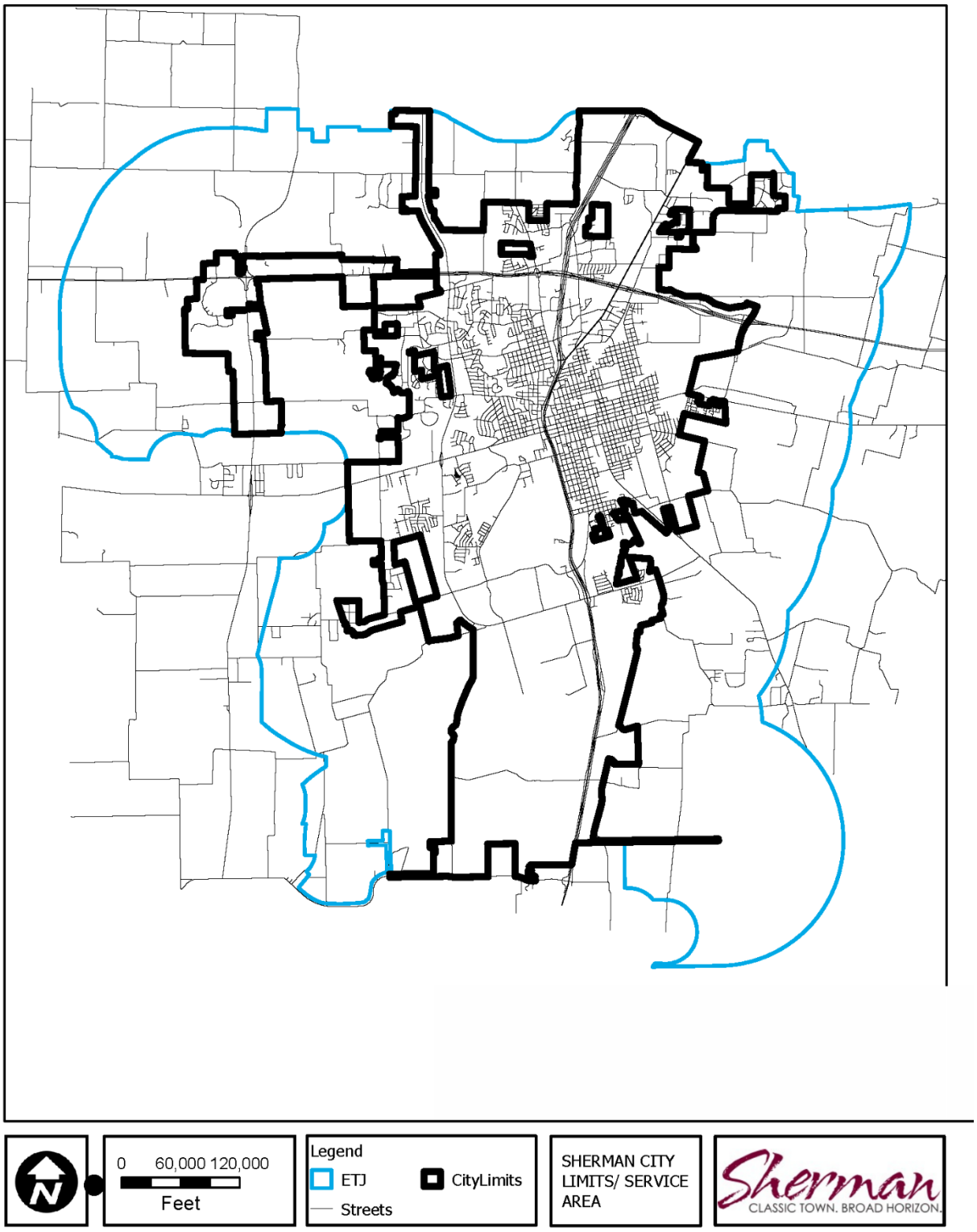
Water loss • The difference between water diverted or treated and water delivered (sold). Water loss can result from:

1. inaccurate or incomplete record keeping;
2. meter error;
3. unmetered uses such as firefighting, line flushing, and water for public buildings and water treatment plants;
4. leaks; and
5. water theft and unauthorized use.

Wholesale public water supplier • An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

Attachment C

Utility Service Area Maps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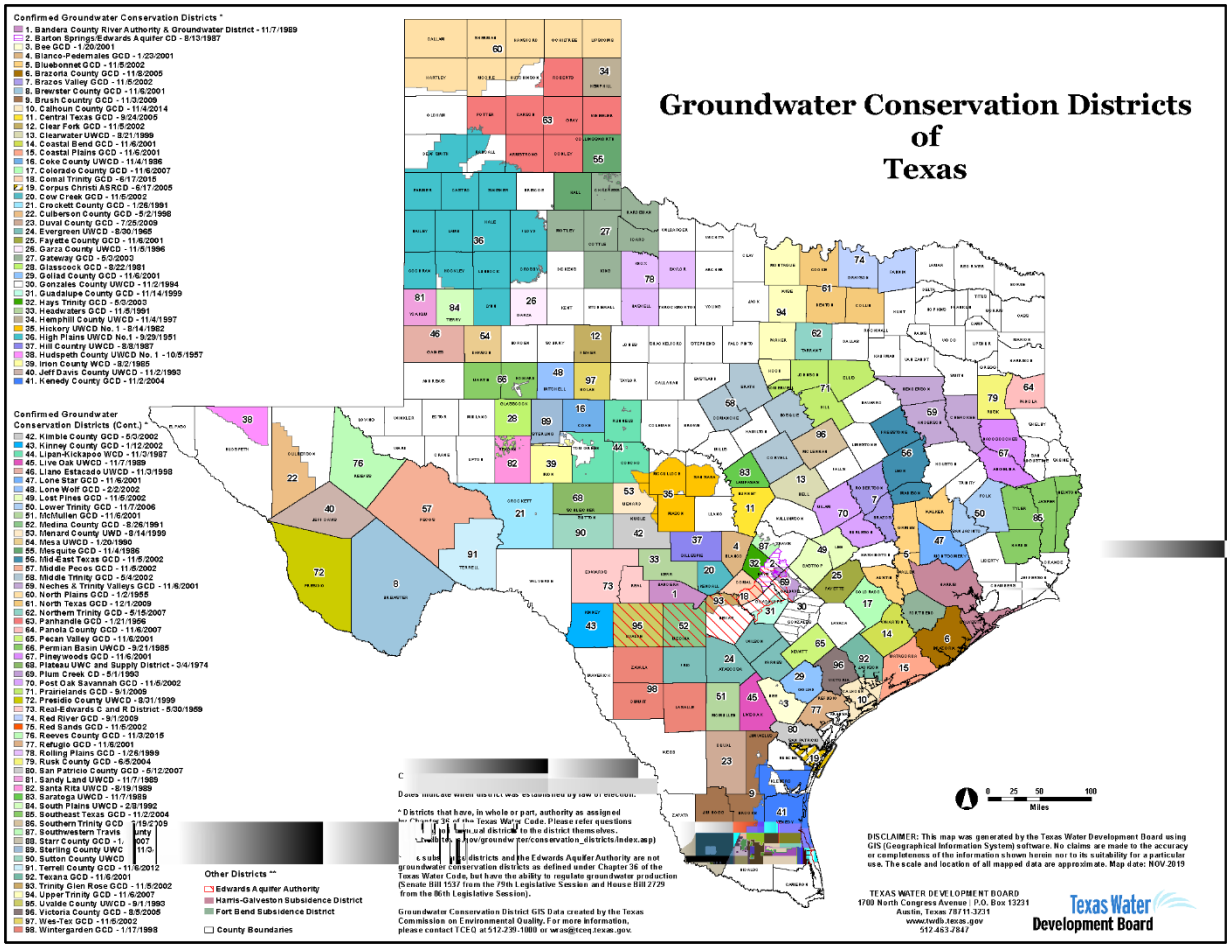
CityLimits
Streets
SHERMAN CITY LIMITS/ SERVICE AREA
Sherman
CLASSIC TOWN. BROAD HORIZON.


Groundwater Conservation Districts of Texas
Confirmed Groundwater Conservation Districts *
1. Bandera County River Authority & Groundwater District - 11/7/1989
2. Barton Springs/Edwards Aquifer CD - 8/13/1987
3. Bee GCD - 1/20/2001
4. Blanco-Pedernales GCD - 1/23/2001
5. Bluebonnet GCD - 11/5/2002
6. Brazoria County GCD - 11/8/2005
7. Brazos Valley GCD - 11/5/2002
8. Brewster County GCD - 11/6/2001
9. Brush Country GCD - 11/3/2009
10. Calhoun County GCD - 11/4/2014
11. Central Texas GCD - 9/24/2005
12. Clear Fork GCD - 11/5/2002
13. Clearwater UWCD - 8/21/1989
14. Coastal Bend GCD - 11/6/2001
15. Coastal Plains GCD - 11/6/2001
16. Coke County UWCD - 11/4/1986
17. Colorado County GCD - 11/6/2007
18. Comal Trinity GCD - 6/17/2015
19. Corpus Christi ASRCD - 6/17/2005
20. Cow Creek GCD - 11/5/2002
21. Crockett County GCD - 1/26/1991
22. Culberson County GCD - 5/2/1998
23. Duval County GCD - 7/25/2009
24. Evergreen UWCD - 8/30/1965
25. Fayette County GCD - 11/6/2001
26. Garza County UWCD - 11/5/1996
27. Gateway GCD - 8/5/2003
28. Glasscock GCD - 8/22/1981
29. Goliad County GCD - 11/6/2001
30. Gonzales County UWCD - 11/2/1994
31. Guadalupe County GCD - 11/14/1999
32. Hays Trinity GCD - 8/5/2003
33. Headwaters GCD - 11/5/1991
34. Hemphill County UWCD - 11/4/1997
35. Hickory UWCD No. 1 - 8/14/1982
36. High Plains UWCD No.1 - 9/29/1951
37. Hill Country UWCD - 8/8/1987
38. Hudspeth County UWCD No. 1 - 10/5/1957
39. Irion County WCD - 8/2/1985
40. Jeff Davis County UWCD - 11/2/1993
41. Kenedy County GCD - 11/2/2004
Confirmed Groundwater Conservation Districts (Cont.) *
42. Kimble County GCD - 5/3/2002
43. Kinney County GCD - 1/12/2002
44. Lipan-Kickapoo WCD - 11/3/1987
45. Live Oak UWCD - 11/7/1989
46. Llano Estacado UWCD - 11/3/1998
47. Lone Star GCD - 11/6/2001
48. Lone Wolf GCD - 2/2/2002
49. Lost Pines GCD - 11/6/2002
50. Lower Trinity GCD - 11/7/2006
51. McMullen GCD - 11/6/2001
52. Medina County GCD - 8/26/1991
53. Menard County UWD - 8/14/1999
54. Mesa UWCD - 1/20/1990
55. Mesquite GCD - 11/4/1986
56. Mid-East Texas GCD - 11/5/2002
57. Middle Pecos GCD - 11/6/2002
58. Middle Trinity GCD - 5/4/2002
59. Neches & Trinity Valleys GCD - 11/6/2001
60. North Plains GCD - 1/2/1955
61. North Texas GCD - 12/1/2009
62. Northern Trinity GCD - 5/15/2007
63. Panhandle GCD - 1/21/1996
64. Panola County GCD - 11/6/2007
65. Pecan Valley GCD - 11/6/2001
66. Permian Basin UWCD - 9/21/1985
67. Pineywoods GCD - 11/6/2001
68. Plateau UWC and Supply District - 3/4/1974
69. Plum Creek CD - 5/1/1993
70. Post Oak Savannah GCD - 11/6/2002
71. Prairielands GCD - 9/1/2005
72. Presidio County UWCD - 8/31/1999
73. Real-Edwards C and R District - 5/30/1969
74. Red River GCD - 9/1/2009
75. Red Sands GCD - 11/5/2002
76. Reeves County GCD - 11/3/2015
77. Refugio GCD - 11/6/2001
78. Rolling Plains GCD - 1/26/1999
79. Rusk County GCD - 6/5/2004
80. San Patricio County GCD - 5/12/2007
81. Sandy Land UWCD - 11/7/1989
82. Santa Rita UWCD - 8/19/1989
83. Saratoga UWCD - 11/7/1988
84. South Plains UWCD - 2/3/1992
85. Southeast Texas GCD - 11/2/2004
86. Southern Trinity GCD - 11/5/2009
87. Southwestern Travis County
88. Starr County GCD - 1/[illegible]007
89. Sterling County UWC - 11/3/[illegible]
90. Sutton County UWCD
91. Terrell County GCD - 11/6/2012
92. Texana GCD - 11/6/2001
93. Trinity Glen Rose GCD - 11/5/2002
94. Upper Trinity GCD - 11/6/2007
95. Uvalde County UWCD - 9/1/1993
96. Victoria County GCD - 8/5/2005
97. Wes-Tex GCD - 11/5/2002
98. Wintergarden GCD - 1/17/1993
Other Districts **
Edwards Aquifer Authority
Harris-Galveston Subsidence District
Fort Bend Subsidence District
County Boundaries
* Districts that have, in whole or part, authority as assigned
Chapter 36 of the Texas Water Code. Please refer questions
[illegible] districts to the district themselves.
[illegible].gov/groundwater/conservation_districts/index.asp)
& subsidence districts and the Edwards Aquifer Authority are not
groundwater conservation districts as defined under Chapter 36 of the
Texas Water Code, but have the ability to regulate groundwater production
(Senate Bill 1537 from the 79th Legislative Session and House Bill 2729
from the 80th Legislative Session).
Groundwater Conservation District GIS Data created by the Texas
Commission on Environmental Quality. For more information,
please contact TCEQ at 512.239.1000 or wtaa@tceq.texas.gov
0 25 50 100
Miles
DISCLAIMER: This map was generated by the Texas Water Development Board using GIS (Geographical Information System) software. No claims are made to the accuracy or completeness of the information shown herein nor to its suitability for a particular use. The scale and location of all mapped data are approximate. Map date: NOV 2019
TEXAS WATER DEVELOPMENT BOARD
1700 North Congress Avenue | P.O. Box 13231
Austin, Texas 78711-3231
www.twdb.texas.gov
512.463.7847
Texas Water Development Board

Attachment D

Description of Water and Wastewater Systems

Water System Description

The City of Sherman obtains its water from ground water and surface water sources. The ground water supply comes from 22 deep wells located in the Trinity and Woodbine aquifers. Surface water is obtained from Lake Texoma and treated at a surface water treatment plant that was constructed in 1993.

The 22 wells are capable of producing 13.63 MGD at peak production, but the average daily pumpage should not exceed 10 MGD to protect the aquifers. The surface water treatment plant is capable of producing 24.8 MGD. Sherman's average daily water usage for 2023 was 9.90 mgd.

Ground Water

Well Capacity 13.63 MGD
22 Wells
9 Woodbine Wells
13 Trinity Wells
9 Pump Stations
11.15 MG Ground Storage (9 Tanks)
1.75 MG Elevated Storage (2 Water Towers)

Surface Water

1 Raw Water Pump Station
1 Water Treatment Plant, Capacity 19.8 MGD
1 Surface Water Booster Pump Station
1.63 MG Ground Storage (1 Tank)
3.4 MG Clearwell Storage
5.9 MG Elevated Storage (4 Water Towers)

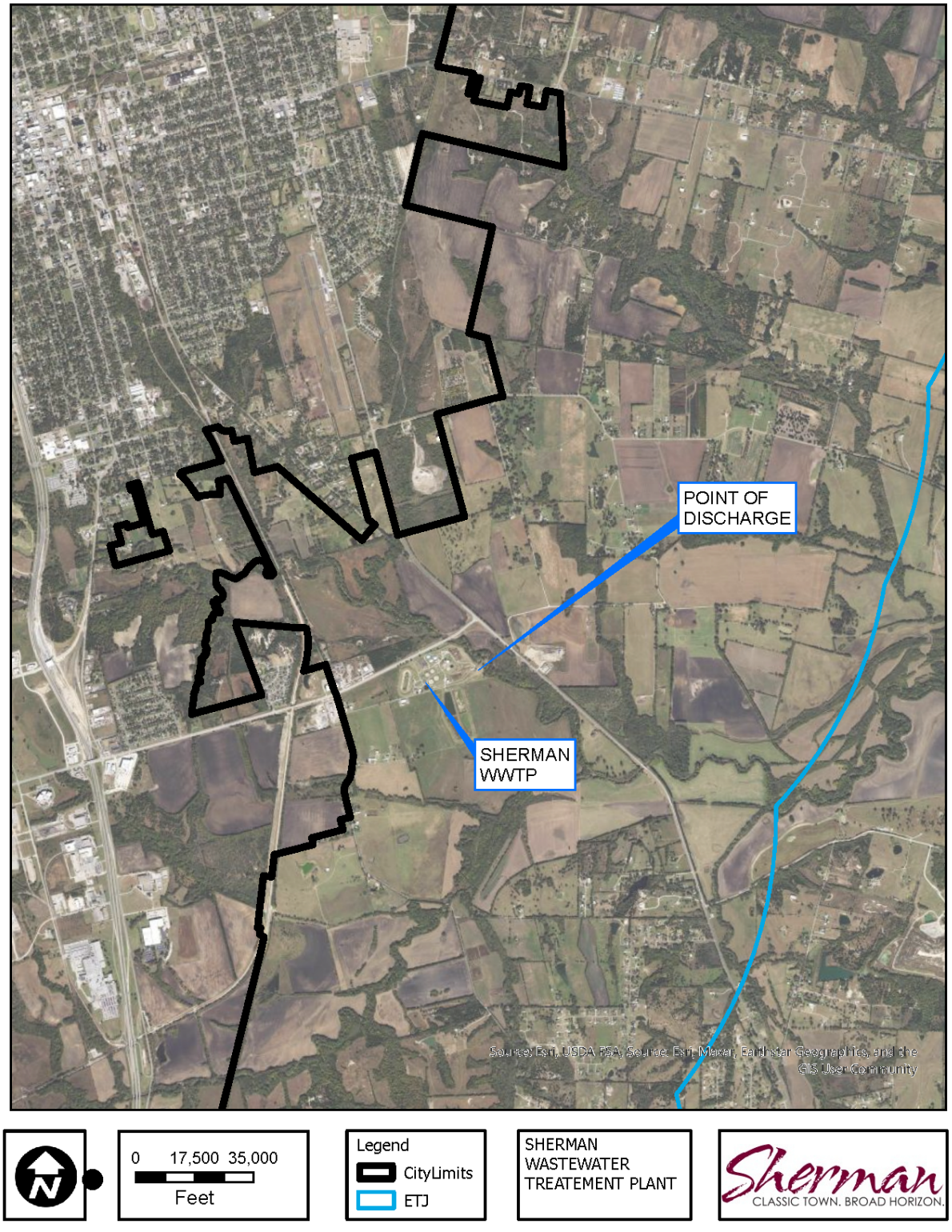
Wastewater System Description

Wastewater treatment services for this area are provided by Sherman's Post Oak Wastewater Treatment plant. The plant treats wastewater from the cities of both Sherman and Howe, Texas, even though Howe gets its water from a different source. The TPDES number is WQ0010329001, and the EPA ID number is TX0024325. This plant is owned and operated by the City of Sherman, Texas. It is a domestic conventional secondary wastewater treatment facility, which is served by a formal industrial pretreatment program.

The plant's major unit operations and processes include: screening, degritting, primary clarification, trickling filter and activated sludge biological treatment, secondary clarification followed by anaerobic digestion of the solids and ultraviolet disinfection of the water stream. Wastewater residuals are presently land applied on agricultural property.

Treated effluent from the plant is discharged into Post Oak Creek. Post Oak subsequently confluences with Choctaw Creek which, in turn, then runs into the Red River.

See the attached map for plant and discharge point locations.


POINT OF DISCHARGE
SHERMAN WWTP
Source: Esri, USDA FSA, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
0 17,500 35,000
Feet
Legend
CityLimits
ETJ
SHERMAN WASTEWATER TREATEMENT PLANT
Sherman
CLASSIC TOWN. BROAD HORIZON.

Attachment E

Sherman CCN

Texas Commission on Environmental Quality

By These Presents Be It Known To All That

City of Sherman

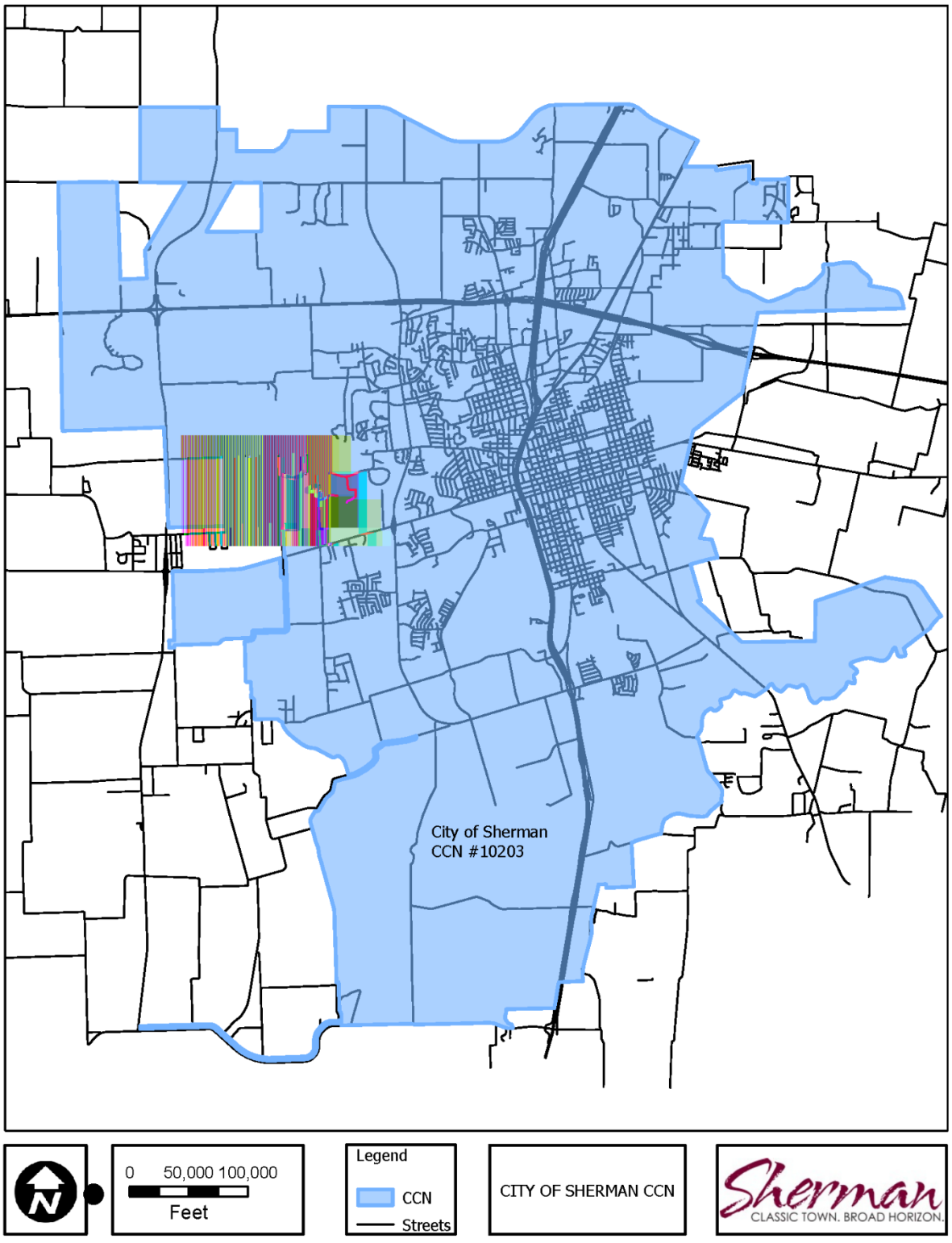
having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 10203

to provide continuous and adequate water utility service to those service areas in Grayson County as by final Order duly entered by this Commission, which Order resulting from Application No. 34141-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of the City of Sherman to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this NOV 30 2004

For the Commission


City of Sherman
CCN #10203
0 50,000 100,000
Feet
Legend
CCN
Streets
CITY OF SHERMAN CCN
Sherman
CLASSIC TOWN. BROAD HORIZON.

Attachment F

Water & Sewer Rates

CITY OF SHERMAN
RATES EFFECTIVE 10/01/2023
(Increase Water & Sewer Consumption Only)

WATER RATES

METER SIZE	First 1,500 gallons Min. Monthly Amount
5/8" or ¾"	$ 24.18
1"	$ 47.71
1 ½"	$ 95.86
2"	$ 163.32
3"	$ 356.06
4"	$ 625.85
6"	$ 1,396.76
8"	$ 2,476.02
[illegible]	[illegible]
12"	$ 6,761.35

Yard meters are billed at above rates July - October. During the billing months of November - June, subject meters will be billed as 5/8" or 3/4" meters.

WATER

Gallons	*Rate per 1,000 Gals*
1,500 – 20,000 gals	*$ 3.47*
20,001 – 100,000 gals	*$ 3.72*
100,001 – 500,000 gals	*$ 3.97*
500,001 - Above	*$ 4.22*

SEWER

MIN (0-1500 gals) **$9.29** RES MAX = **$38.92** (9K gals)

Gallons	*Rate per 1,000 Gals*
1,500 – 100,000 gals	*$ 3.95*
100,001 – 500,000 gals	*$ 4.20*
500,001 - Above	*$ 4.45*

REFUSE

Residential Trash &/or Rec (2 containers) (1 pickup per week) $ 12.75 per month min. + $1.05 tax
Exempt only 1 container (1 pickup per week) $ 9.60 per month min + $0.79 tax

Minimum Water, Sewer, & Trash = $47.27

STORMWATER FEES

Tier 1 <2400 Impervious Area (IA) $1.20
Tier 2 2400 to 4600 IA $3.60
Tier 3 >4600 IA ..... $4.00 per ERU*
Equivalent Residential Unit

UTILITY SURCHARGE

Preston Club Annexation
Water $8.00
Sewer $24.00

Attachment G

Ordinance

ORDINANCE NO. 6714

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DELETING IN ITS ENTIRETY ARTICLE 13.02 OF CHAPTER 13 OF THE CODE OF ORDINANCES AND ADOPTING A NEW WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY PLAN; PROVIDING FOR INCLUSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Article 13.02 of Chapter 13 of the Code of Ordinances of the City of Sherman, Texas, is hereby deleted in its entirety.

SECTION 2. That the attached Water Conservation and Drought Contingency and Water Emergency Plan to Chapter 13 of the Code of Ordinances is hereby adopted in its entirety as if fully set forth herein and made a part hereof for all purposes.

SECTION 3. 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 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. 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 May, 2024.

ADOPTED on this the 6th day of May, 2024.

EFFECTIVE DATE on this the 6th day of May, 2024.

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

Attachment H

Public Notification

Attachment I

Letter to Region C, GTUA, & NTMWD Planning Groups

Sherman
CLASSIC TOWN. BROAD HORIZON.

May 10, 2024

Ms. Brooke Paup
Texas Water Development Board
1700 North Congress Avenue
Austin, TX 78701

RE: ***Water Conservation and Drought Contingency and Water Emergency Response Plan***

Ms. Paup:

Enclosed please find a copy of the recently approved Water Conservation and Drought Contigency and Water Emergency Response Plan for the City of Sherman. This copy is being submitted in accordance with the Texas Water Development Board and the Texas Commission on Environmental Quality rules. The City Council of the City of Sherman, Texas approved this plan on May 6, 2024.

Sincerely,

Thomas Pruitt, P.E.
City Utility Engineer

Enclosure (as stated above)

City of Sherman | 220 West Mulberry Street, PO Box 1106, Sherman, TX 75090 | 903 870 7802

Sherman
CLASSIC TOWN. BROAD HORIZON.

May 10, 2024

Mr. Paul Sigle, P.E.
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

RE: ***Water Conservation and Drought Contingency and Water Emergency Response Plan***

Mr. Sigle:

Enclosed please find a copy of the recently approved Water Conservation and Drought Contigency and Water Emergency Response Plan for the City of Sherman. This copy is being submitted in accordance with the Texas Water Development Board and the Texas Commission on Environmental Quality rules. The City Council of the City of Sherman, Texas approved this plan on May 6, 2024.

Sincerely,

Thomas Pruitt, P.E.
City Utility Engineer

Enclosure (as stated above)

City of Sherman | 220 West Mulberry Street, PO Box 1106, Sherman, TX 75090 | 903 870 7802

Sherman
CLASSIC TOWN. BROAD HORIZON.

May 10, 2024

Ms. Jenna Covington. P.E.
North Texas Municipal Water District
501 East Brown Street, PO Box 2408
Wylie, TX 75098

RE: ***Water Conservation and Drought Contingency and Water Emergency Response Plan***

Ms. Covington:

Enclosed please find a copy of the recently approved Water Conservation and Drought Contigency and Water Emergency Response Plan for the City of Sherman. This copy is being submitted in accordance with the Texas Water Development Board and the Texas Commission on Environmental Quality rules. The City Council of the City of Sherman, Texas approved this plan on May 6, 2024.

Sincerely,

Thomas Pruitt, P.E.
City Utility Engineer

Enclosure (as stated above)

City of Sherman | 220 West Mulberry Street, PO Box 1106, Sherman, TX 75090 | 903 870 7802

WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman

May 2024

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Attachment C	Utility Service Area Maps
Attachment D	Description of Water and Wastewater Systems
Attachment E	Sherman CCN
Attachment F	Water and Sewer Rates
Attachment G	Ordinance
Attachment H	Public Notification
Attachment I	Letter to Region C, GTUA, & NTMWD Planning Groups

WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN FOR SHERMAN, TEXAS

MAY 2024

1.0 INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water supplies. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands will be expensive and difficult to develop. It is therefore important that the City of Sherman and its customers make the most efficient use of existing supplies. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality ("TCEQ") has developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers[1]. The City of Sherman has developed this water conservation and drought contingency and emergency water response plan for its customers following TCEQ guidelines and requirements.

The water conservation sections of this plan include measures that are intended to result in ongoing, long-term water savings. The drought contingency and water emergency response sections of this plan address strategies designed to temporarily reduce water use in response to specific conditions.

The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts
- To reduce the loss and waste of water
- To improve efficiency in the use of water
- To extend the life of current water supplies by reducing the rate of growth in demand
- To educate the public concerning water conservation

The water conservation plan presented in this document is a water conservation plan also intended for adoption by City of Sherman customers. In order to adopt this plan, each customer will need to do the following:

- Complete the water utility profile
- Set five-year and ten-year goals for per capita water use
- Adopt ordinance(s) or regulation(s) approving the plan

---

[1] Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1, 288.2, and Subchapter B, Rule 288.20 downloaded from:
https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288

The water utility profile, goals, and ordinance(s) or regulations should be provided to the City of Sherman in draft form for review and comments. Final adopted versions should also be provided to the City of Sherman, as well as the TCEQ.

This plan includes all of the elements required by the TCEQ. Any City of Sherman water customer wishing to adjust elements of the plan should coordinate with the City of Sherman.

2.0 TEXAS COMMISION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plans

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. For the purpose of these rules, a water conservation plan is defined as: "A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water."[2]

2.2 Drought Contingency and Water Emergency Response Plans

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code. For the purpose of these rules, a drought contingency and water emergency response plan is defined as "a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies." [3]

3.0 WATER UTILITY PROFILE

Attachment A to this water conservation and drought contingency and water emergency response plan is a sample water utility profile based on the format recommended by the TCEQ. In adopting this water conservation plan, each customer will provide a water utility profile to the City of Sherman.

4.0 SPECIFICATION OF WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific water conservation goals for a water conservation plan. As part of plan adoption, each customer must develop 5-year and 10-year goals for per capita municipal use. These goals should be submitted to the City of Sherman. The goals for this water conservation plan include the following:

- Maintain the per capita municipal water use below the specified amount in gallons per capita day in a dry year, as shown in the completed Table 4.1
- Maintain the level of unaccounted water in the system below 15 percent annually in 2024 and subsequent years, as discussed in Section 5.4

[2,3] Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1, 288.2, and Subchapter B, Rule 288.20 downloaded from:
https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288

- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 6
- Maintain a program of universal metering and meter replacement and repair, as discussed in section 5.2
- Encourage the replacement of plumbing fixtures with low flush commodes and low flow shower heads in residences and commercial establishments
- Continue the use of uniform rate structure to discourage high usage

Table 4.1: Five-Year and Ten-Year Municipal Per Capita Water Use Goals

	Historic 5-Year Average	Baseline	5-Year Goal for Year 2029	10-Year Goal for Year 2034
Total GPCD	**222**	**225**	**200**	**175**
Residential GPCD	**72**	**75**	**70**	**65**
Water Loss (GPCD)	**39**	**30**	**25**	**23**
Water Loss Percentage	**18.00%**	**13.00%**	**12.00%**	**13.00%**

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage= (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

5.0 METERING, WATER USE RECORDS, CONTROL OF UNACCOUNTED WATER, AND LEAK DETECTION AND REPAIR

One of the key elements of water conservation is tracking water use and controlling losses through illegal diversions and leaks. It is important to carefully meter water use, detect and repair leaks in the distribution system, and provide regular monitoring of unaccounted water.

5.1 Accurate Metering

The City of Sherman will continue its aggressive program of testing, repair, and replacement of residential and commercial meters throughout the city. Positive displacement meters utilized for residential customer service, turbine or compound meters are utilized for industrial customers, and ultrasonic meters are utilized at points of entry into the distribution system. Meters are repaired and replaced as needed, to ensure the accuracy of the water being sold. Meters installed by the city are required to be at least within plus or minus 5.0% of accuracy in order to measure and account for the amount of water diverted from the source of supply. The city has made an aggressive effort to meter all of its own uses, to better account for water pumpage.

5.2 Metering of Customer and Public Uses and Meter Testing, Repair, and Replacement

Sherman meters the quantity of water that is delivered to each residential and commercial customer, and to each public use, including city facilities. Meters are read and the quantities are recorded once per month, with billings made monthly to residential and commercial customers. Sherman staff conducts periodic visual inspections along distribution lines to determine if leakage is present. Periodic audits of the system are undertaken to determine if illegal connections are present, or if services have been abandoned.

5.3 Record Management System

The City of Sherman has established a regularly scheduled leak detection program. This program was first initiated on a regular basis in 1980, with additional surveys occurring every year. When leaks are reported, they are repaired and recorded on a Master Distribution Map. The city staff then records and prioritizes the lines with the worst leak record and includes those lines in a Capital Improvements Program for the City of Sherman. New meter boxes and fittings are also installed at the time that the line replacements are made. The city staff audits its water usage on a monthly basis by comparing its pumping records to the amount of water sold, and accounting for any differences, including line flushings, fires, breaks and any other unmetered uses of water. Each year, several line replacement projects are authorized for construction. These line replacements are based on the lines with the most leaks reported during the previous year.

5.4 Determination and Control of Unaccounted Water

Unaccounted water is the difference between water delivered to customers and metered water sales to customers plus authorized but unmetered uses. (Authorized but unmetered uses would include use for fire fighting, releases for flushing of lines, uses associated with new construction, etc.) Unaccounted water can include several categories:

- Inaccuracies in customer meters (customer meters tend to run more slowly as they age and under-report actual use)
- Accounts that are being used but have not yet been added to the billing system
- Losses due to water main breaks and leaks in the water distribution system
- Losses due to illegal connections and theft
- Other

Measures to control unaccounted water are part of the routine operations of the City. Maintenance crews and personnel look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described in Section 5.5 below. Meter readers watch for and report signs of illegal connections, so they can be quickly addressed.

The City of Sherman maintains a record management system to record water pumped, water deliveries, water sales and water losses, which allows for the desegregation of water sales and uses for residential and industrial customers.

5.5 Leak Detection and Repair

As described above, city utility crews and other personnel look for and report evidence of leaks in the water distribution system. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement through the City's Capital Improvement Program as funds are available.

5.6 Monitoring of Effectiveness and Efficiency – Annual Water Conservation Report

Attachment A (Water Utility Profile based on the TCEQ format) is the form that shall be used in the development of an annual water conservation report by the City. This form will be completed by May 1 of the following year and used to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year.

6.0 CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The continuing public education and information campaign on water conservation includes the following elements:

- Designate a staff member to assist other Sherman staff members in the execution of the city's water conservation program
- Make water conservation presentations at institutions, organizations, and groups at periodic intervals
- Conduct or sponsor exhibits on water conservation and water saving devices to promote water conservation and efficiency
- Provide and distribute water conservation brochures to citizens. Materials are available from the Texas Agricultural Extension service and other state agencies
- Work in cooperation with schools to establish an educational program, and provide conservation videos, brochures, and teaching aids
- Issue press releases on water conservation tips and water conservation rates
- Issue public service-announcements for use by local news media
- Provide water conservation information to new water and wastewater customers at the time service is established
- Continue Water Department staff attendance and participation in water conservation program training offered by state agencies and professional organizations
- Promote the *Texas Smartscape* website (http://www.txsmartscape.com/) and provide water conservation brochures and other water conservation materials available to the public at the customers' city hall/administrative offices, GTUA Administrative Offices, and other public places
- Make information on water conservation available online on the City's website (if applicable) and include links to the *Texas Smartscape* website and to information on water conservation on the TWDB and TCEQ websites and other resources

7.0 WATER RATE STRUCTURE

The City Council of Sherman reviews the water rates annually and makes whatever adjustments necessary to provide for a self-sufficient, well-maintained water system. (See Attachment F - Water and Sewer Rates) The rate structure is intended to encourage conservation and discourage excessive use and waste of water.

8.0 OTHER CONSERVATION MEASURES

8.1 Reuse and Recycling of Wastewater

The City of Sherman encourages, through its Industrial Waste Ordinance, the reuse of water by its major industrial customers.

8.2 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

The city's Plumbing code encourages the use of water conserving plumbing fixtures for residential and commercial construction. In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992 meet the following standards:

- *Shower Heads:* No more than 2.75 gallons per minute at 80 pounds per square inch of pressure

- *Lavatory/Sink Faucets and Aerators:* No more than 2.2 gallons per minute at 60 pounds per square inch of pressure
- *Wall Mounted, Flush-o-meter Toilets:* No more than 2.0 gallons per flush
- *All Other Toilets:* No more than 1.6 gallons per flush
- *Drinking Water Fountains:* Must be self closing

The above standards are enforced through requirements placed directly on the manufacturers, importers, and suppliers of new fixtures in Texas. In addition, the City encourages the following water conservation measures:

- *Hot Water Pipes*: Hot water lines not in or under a concrete slab should be insulated
- *Swimming Pools*: Swimming pools should have recirculation filtrating equipment
- *Automatic Dishwashers*: Automatic dishwashers installed in residential dwellings should be a design that uses a maximum of 6 gallons of water per cycle
- *Automatic Clothes washers*: Automatic clothes washers installed in residential dwellings should be a design that uses a maximum of 14 gallons of water per cycle

New plumbing fixtures that replace or renovate existing plumbing fixtures should follow the residential and commercial construction requirements.

Retrofit of existing plumbing fixtures is being accomplished through the voluntary efforts of individual consumers and business operators.

8.3 Landscape Water Management Measures

Through its public information program, the city encourages and supports the use of landscaping techniques requiring less water.

8.4 Requirement for Water Conservation Plans by Wholesale Customers

The City of Sherman shall require that for every wholesale water supply contract entered into or renewed after adoption of this Plan, including contract extensions, the wholesale customer develop and implement a Water Conservation Plan using the applicable elements of Chapter 288 of the Texas Commission on Environmental Quality (TQEQ) rules. If the wholesale customer intends to resell the water, then the contract between the initial supplier and customer must provide that the contract for resale of water must have water conservation requirements so each successive customer in the resale of the water will be required to implement water conservation measures in accordance with applicable provisions of Chapter 288 of the TCEQ rules.

8.5 Coordination with Regional Water Planning Group, GTUA, and NTMWD

Attachment I includes letters to the Chair of the Region C Water Planning Group, GTUA, and NTMWD transmitting this water conservation plan. Each wholesale customer will send a copy of their ordinance(s) or regulation(s) implementing the plan and their water utility profile to the City of Sherman. The adopted ordinance(s) or regulation(s) and the adopted water utility profile will be sent to the Chair of the Region C Water Planning Group by the wholesale customers and to the City of Sherman, with a copy of the Water Conservation Plan.

9.0 IMPLEMENTATION AND ENFORCEMENT OF THE WATER CONSERVATION PLAN

The City Manager, as part of the regular duties of that position, is responsible for implementing and enforcing the Sherman Water Conservation Plan, as adopted by the Sherman City Council (See Attachment G).

9.1 Schedule for Implementing the Plan to Achieve Targets and Goals

Following is a schedule, to achieve the targets and goals for water conservation:

- Calibrations of large meters for treated water deliveries to be conducted annually
    - Meter replacement program:
    - Meters will continue to be monitored for accuracy annually and replaced on a fifteen year cycle, or when accuracy cannot be maintained within ±5%
- Water audits conducted annually
    - Real water losses are identified and corrected
    - Real water losses are minimized by replacement of deteriorating water mains and appurtenances, conducted on an on-going basis
- Materials developed to encourage water conservation measures, materials obtained from the Texas Water Development Board, Texas Commission on Environmental Quality or other sources will be available by referencing the City's website or at the City offices
- Water conserving pricing
    - A rate analyst will be hired when necessary to review rates and determine any changes necessary to the rate structure
    - Rates shall be reviewed annually to ensure water revenues exceed expenses and replacement costs and to discourage excessive and wasteful use
- The leak detection program to reduce real water losses
    - Continuing inspections of water mains and connections
    - Intermittent night-flow measurements to be conducted annually
    - Pressure control of the water system by use of SCADA system
    - Pressure zones operated based on the topography
    - Surges in pressure limited by proper valve operation
- The 2021 International Plumbing Code shall be followed, and all new construction or renovations required to use water conserving fixtures

9.2 Tracking of Targets and Goals

Staff shall track targets and goals by utilizing the following procedures:

- Records shall be maintained for meter calibration, meter testing, and meter replacement programs
- Annual water audits shall be documented and kept in the files
- Records shall be maintained for the Leak Detection Program, including but not limited to the following:
    - Inspections of selected water main fittings and connections throughout the distribution system
    - Annual intermittent night-flow measurements
    - SCADA system is used to monitor water systems
    - Maintain records of water main repairs
    - Develop water main replacement projects based on leak and repair data

10.0 REVIEW AND UPDATE OF WATER CONSERVATION PLAN

TCEQ requires Water Conservation Plans be updated prior to May 1, 2024. The plans are required to be updated every five years thereafter. The plan will be updated as required and as appropriate based on new or updated information.

11.0 DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

11.1 Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, to protect and preserve public health, welfare, and safety, and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Sherman adopted regulations and restrictions on the delivery and consumption of water through Ordinance No. 6714 on May 6, 2024.

Water uses regulated or prohibited under this Drought Contingency Plan ("the Plan") are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 11.12 of this Plan.

11.2 Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Sherman by means of a public meeting held in the Council Chambers on Monday, May 6, 2024 at 5:00 p.m. Public notice of this meeting was provided by a paid advertisement in the Herald Democrat, the newspaper of general circulation in Grayson County (Attachment H).

11.3 Public Education

The City of Sherman will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases to local radio, TV and newspapers. Notices will also be placed on the City's website.

11.4 Coordination with Regional Water Planning Groups

The service area of the City of Sherman is located within the Region C Water Planning Area and the City of Sherman provided a copy of this Plan to the Chairman of Region C Regional Water Planning Group (Attachment I).

11.5 Authorization

The Mayor or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Mayor or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

11.6 Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Sherman. The terms "person" and "customer" as used in the Plan include individuals, corporation's partnerships, associations, and all other legal entities.

11.7 Definitions

For the purpose of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels, motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Sherman.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8. Or locations without addresses.

Industrial water usage baseline: baseline water usage computed on the average water usage for the three-month period ending prior to the date of implementation of Stage 2 of the Plan.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential or required for the protection of public, health, safety, and welfare, including:

- irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- use of water to wash down buildings or structures for purposes other than immediate fire protection;
- flushing gutters or permitting water to run or accumulate in any gutter or street;

- use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- failure to repair controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

11.8 Triggering Criteria for Initiation and Termination of Drought Response Stages

The Mayor or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Public notification of the initiation or termination of drought response stages shall be by means of a publication in the newspaper of general circulation, notification to local radio/TV stations, posting notices on the public access cable channel, and calls and written faxes to industrial and wholesale water users.

The triggering criteria described below are based on the drought of record of this area from 1950 to 1957. The City of Sherman through GTUA is currently allotted 33,400 acre feet of water storage in Lake Texoma. This will provide an annual yield of 35 mgd available from Lake Texoma. The City currently has Water treatment capacity of 24.8 mgd. The City also has a well system capable of delivery of 13.63 mgd on a peak basis.

Sherman's Plan is based on the adequacy and reliability of the water production and distribution facilities under drought conditions. Capacity and equipment problems could temporarily impact Sherman's water production and delivery system. Given the groundwater and surface water resources available, it is unlikely that the water supply will not meet the City's water needs to the 2050 planning period required by Senate Bill 1.

Stage 1 - Mild Water Shortage Conditions

Requirements for initiation - Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section 11.7 - Definitions, when total daily water demands equal or exceed 80 percent of the surface water zone, or 17 mgd, for five (5) consecutive days based on the "safe" operating capacity of water supply facilities.

Requirements for termination - Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

Stage 2 - Moderate Water Shortage Conditions

Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section 11.7 of this Plan when water demands equal or exceed 90 percent of the surface water zone, or 19.13 mgd, for three (3) consecutive days based on the safe operating capacity of the facilities.

Requirements for termination - Stage 2 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 - Severe Water Shortage Conditions

Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of the Plan when water demands equal or exceeds 100% of the surface water zone, or 21.25 mgd, for three (3) consecutive days based on the state operating capacity of the facilities.

Requirements for termination - Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 - Emergency Water Shortage Conditions

Requirements for initiation - The City of Sherman will recognize an emergency water shortage when one or more of the following conditions exist:

- Natural or man-made contamination occurs in the water supply source(s) of Lake Texoma
- The City of Sherman experiences water production or distribution system limitations
- The City of Sherman experiences a system outage due to the failure or damage of major water system components

Requirements for termination - Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

11.9 Drought Response Stages

The Mayor/Manager and his/her designee shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section 11.8 of the Plan, shall determine that a mild, moderate, severe, critical, or emergency condition exists and shall implement the following actions upon publication of a notice in a newspaper of general circulation:

Stage 1 – Mild Water Shortage Conditions

Goal: Achieve a voluntary 5 percent reduction in daily water demand.

Supply Management Measures:

In an effort to manage limited water supplies and/or reduce water demand, the City of Sherman will reduce or discontinue flushing of water mains.

Voluntary Water Use Restrictions:

- Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with street addresses ending in an even number (0, 2, 4, 6, or 8) and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9), or to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.

- All operations of the City of Sherman shall adhere to water use restrictions prescribed for Stage 2 of the Plan.

- Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 – Moderate Water Shortage Conditions

Goal: Achieve a 15 percent reduction in daily water demand.

Supply Management Measures:

In an effort to manage limited water supplies and/or reduce water demand, the City of Sherman will reduce or discontinue flushing of water mains and reduce or discontinue irrigation of public landscaped areas.

Water Use Restrictions – under threat of penalty or violation, the following water use restrictions shall apply to all persons:

- Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6, or 8), and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

- Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

- Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.

- Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

- Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Sherman.

- Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City of Sherman, the facility shall not be subject to these regulations.

- All restaurants are prohibited from serving water to its patrons except when requested.

- The following uses of water are defined as non-essential and are prohibited:

    - Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

    - Use of water to wash down buildings or structures for purposes other than immediate fire protection;

    - Use of water for dust control except where there is concern for public health in confined spaces;

    - Flushing gutters or permitting water to run or accumulate in any gutter or street; and

    - Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 – Severe Water Shortage Conditions

Goal: Achieve a 20 percent reduction in daily water demand.

Supply Management Measures:

In an effort to manage limited water supplies and/or reduce water demand, the City of Sherman will reduce or discontinue flushing of water mains, discontinue irrigation of public landscaped areas and use of reclaimed water for non-potable purposes.

Water Use Restrictions: all requirements of Stage 2 shall remain in effect during Stage 3 except:

- Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

- The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of Sherman.

- The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 4 – Emergency Water Shortage Conditions

Whenever emergency water shortage conditions exist as defined in Section 11.8 of the Plan, the Mayor or his/his designee shall:

- Assess the severity of the problem and identify the actions needed and time required to solve the problem
- Inform the appropriate city staff members and suggest actions, as appropriate, to alleviate problems (e.g., notification of the public to reduce water use until service is restored)
- If appropriate, notify city, county, and/or state emergency response officials for assistance
- Undertake necessary actions, including repair and/or cleanup as needed
- Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions

11.10 Industrial Customers

A monthly water usage allocation shall be established by the Mayor, or his/her designee, for each industrial customer that uses water for processing purposes. TCEQ 290 guidelines for water distribution system connections were used as a basis for calculating the Stage 4 maximum allocation reduction for industrial customers (Table 11.1). Stage 2 allocation was previously established by the City, and Stage 3 allocation was taken as a value between Stages 2 and 4.

Table 11.1: Industrial Customers Water Usage Allocation

	Allocation of Water Usage Baseline[1] (%)
Stage 1	**100**
Stage 2	**90**
Stage 3	**50**
Stage 4	**20**

1. The industrial customer's water usage baseline will be computed on the average water usage for the three-month period ending prior to the date of implementation of Stage 2 of the Plan.

The Mayor shall give his/her best effort to see that notice of each industrial customer's allocation is mailed, emailed, faxed, or notified by phone to such customer. If, however, a customer does not receive such notice, it shall be customer's responsibility to contact the City of Sherman to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of such notice. Upon request of the customer or at the initiative of the Mayor the allocation may be reduced or increased, (1) if the designated period does not accurately reflect the customer's normal water usage because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shutdown or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce usage is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer, or (6) if other objective

evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Council.

An industrial customer may only switch water sources from surface water to groundwater, and vice versa, with prior authorization from the City of Sherman.

11.11 Water Rationing

Outside Wholesale Customer

The City of Sherman has contracted with several wholesale customers who are located outside the city limits. When drought conditions trigger Stage 1 criteria, each wholesale water customer will be mailed, emailed, or faxed a notice requesting that they comply with the same voluntary water use practices as the water customers of the City of Sherman.

When moderate or Stage 2 criteria are triggered, each wholesale water user will be mailed, emailed, or faxed a letter advising that they will be expected to comply with a pro-rata reduction of water usage in compliance with provisions of section 11.039 of the Texas Water Code. This pro-rata reduction shall mean that the same water use restrictions enforced on the City of Sherman water users will be applicable to wholesale water customers. If Stage 3 criteria are triggered, the City of Sherman will mail, email, or fax a letter to each wholesale water customer advising that each wholesale water customer will be expected to comply with the same restrictions as customers of the City of Sherman and each wholesale water customer must comply with the provisions of section 11.039 of the Texas Water Code.

If, however, a customer does not receive a notice sent by the City of Sherman, it shall be the wholesale customer's responsibility to contact the City of Sherman to determine the restrictions with which it must comply. In future contracts for wholesale water sales or renewals of existing contracts, the City of Sherman will include a provision stating that in case of a shortage of water resulting from a drought or equipment failure, the water to be distributed shall be divided in accordance with the Texas Water Code, Section 11.039.

11.12 Enforcement

- No person shall knowingly or intentionally allow the use of water from the City of Sherman for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of the Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Mayor or his/her designee in accordance with the provisions of this Plan.

- Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than Twenty Dollars ($20.00) and not more than One Hundred Fifty Dollars ($150.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Mayor shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of reconnection charge, hereby established at Fifteen Dollars ($15.00), and any other costs incurred by the City of Sherman in discontinuing service. In addition, suitable assurance must be given to the Mayor that the same action be sought through injunctive relief in the district court.

- Industrial users found in non-compliance with this Plan may have water service shut off completely, in the interest of the safety, health, and welfare of the Public.

- Any person, including a person classified as a water customer of the City of Sherman, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proved he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

- Any employee of the City of Sherman, police officer, or other Sherman employee designated by the Mayor may issue a citation to a person he/she reasonably believes to be in violation of this Plan.

11.13 Variances

The Mayor or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- Compliance with the Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

- Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the Mayor within five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Mayor or his/her designee, and shall include the following:

- Name and address of the petitioner(s).

- Purpose of water use.

- Specific provision(s) of the Plan from which the petitioner is requesting relief.

- Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.

- Description of the relief requested.

- Period of time for which the variance is sought.

- Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

- Other pertinent information.

Variances granted by the City of Sherman shall be subject to the following conditions, unless waived or modified by the Mayor or his/her designee:

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when the Plan is no longer in effect unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

11.14 Severability

It is hereby declared to be the intention of the Sherman City Council that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the Sherman City Council without the incorporation of this Plan of any such unconstitutional phrase, clauses, sentence, paragraph, or section.

11.15 Plan Review and Update

The City of Sherman shall review and update, as appropriate, the Drought Contingency Plan every five (5) years, based on New or updated information.

11.16 Coordination with the Regional Water Planning Groups

Attachment I includes a copy of a letter sent to the Chair of the Region C Water Planning Group with this model drought contingency and water emergency response plan. City of Sherman customers will send a draft of its ordinance(s) or other regulation(s) implementing this plan to the City of Sherman for review and comment. The customer will also send the final ordinance(s) or other regulations(s) to the City of Sherman, as well as a copy of the final plan.

Attachment A

Sample Water Utility Profile

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility: CITY OF SHERMAN

Public Water Supply Identification Number (PWS ID): TX0910006

Certificate of Convenience and Necessity (CCN) Number: 10203

Surface Water Right ID Number: 4905, 4906

Wastewater ID Number: 20076

Contact: First Name: Travis Last Name: Overturf

Title: City Civil Engineer

Address: 220 W. Mulberry City: Sherman State: TX

Zip Code: 75090 Zip+4: Email: TravisO@cityofsherman.com

Telephone Number: 9033283204 Date:

Is this person the designated Conservation Coordinator? (•) Yes ( ) No

Regional Water Planning Group: C

Groundwater Conservation District:

Our records indicate that you:

☑ Received financial assistance of $500,000 or more from TWDB

☑ Have 3,300 or more retail connections

☐ Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles: 48

Attached file(s):

File Name	File Description
City of Sherman_Service Area.pdf	Map of Sherman Service Area

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2023	45,264	35,641	45,264
2022	57,523	13,878	57,523
2021	43,654	11,130	43,654
2020	42,462	8,835	42,462
2019	42,462	2,750	42,462

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	66,149	11,043	66,149
2040	78,361	11,152	78,361
2050	91,289	12,009	91,289
2060	104,216	15,825	104,216
2070	117,143	24,226	117,143

4. Described source(s)/method(s) for estimating current and projected populations.

City of Sherman 2023 Water Master Plan population projections for retail
2021 Regional Water Plan - Wholesale Water Customers population projections for 2020-2070
Texas Water Development Board

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.
Total System Input = Self-supplied + Imported– Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2023	3,987,397,293	0	55,372,604	3,932,024,689	238
2022	4,046,734,995	0	110,611,117	3,936,123,878	187
2021	3,756,223,958	0	84,093,844	3,672,130,114	230
2020	3,868,427,552	0	77,705,188	3,790,722,364	245
2019	3,329,578,123	0	63,928,798	3,265,649,325	211
Historic Average	3,797,672,384	0	78,342,310	3,719,330,074	222

C. Water Supply System

Attached file(s):

File Name	File Description
City of Sherman_Water System Description.pdf	Description of Sherman Water System

1. Designed daily capacity of system in gallons: 2,480,000

2. Storage Capacity

2a. Elevated storage in gallons: 7,650,000

2b. Ground storage in gallons: 16,180,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2025	55,558	5,069,667,500
2026	59,451	5,424,903,750
2027	63,344	5,780,140,000
2028	64,279	5,865,458,750
2029	65,214	5,950,777,500
2030	66,149	6,036,096,250
2031	67,084	6,121,415,000
2032	68,019	6,206,733,750
2033	69,312	6,324,720,000
2034	70,605	6,442,706,250

2. Description of source data and how projected water demands were determined.

City of Sherman 2023 Water Master Plan Report Projections for 2022, 2027, 2032, and 2047

Utilized average annual growth to interpolate

Water demand assumed to be 250 gpcd total

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. High Volume Customers

1. The annual water use for the five highest volume **RETAIL customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw
Panda Sherman Power/Rayburn	Industrial	678,092,320	Raw
Texas Instruments	Industrial	262,828,240	Treated
Globitech	Industrial	182,419,680	Treated
IBP/Tyson	Industrial	118,748,317	Treated
Sunny Delight Beverages	Industrial	64,010,650	Treated

2. The annual water use for the five highest volume **WHOLESALE customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw
Mustang SUD	Municipal	31,474,000	Treated
City of Knollwood	Municipal	21,683,700	Treated
City of Dorchester	Municipal	8,353,200	Raw
Pink Hill	Municipal	10,129	Treated

F. Utility Data Comment Section

Additional comments about utility data.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	14,559	66.35 %
Residential - Multi-Family	5,363	24.44 %
Industrial	31	0.14 %
Commercial	1,882	8.58 %
Institutional	108	0.49 %
Agricultural	0	0.00 %
Total	21,943	100.00 %

2. Net number of new retail connections by water use category for the previous five years.

	Net Number of New Retail Connections						
Year	**Residential - Single Family**	**Residential - Multi-Family**	**Industrial**	**Commercial**	**Institutional**	**Agricultural**	**Total**
2023	219	6	1	0	0	0	226
2022	452	0	0	3	7	0	462
2021	345	0	7	13	0	0	365
2020	722	8	0	19	0	0	749
2019	490	2	0	52	1	0	545

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	1,038,172,127	295,994,158	1,377,954,487	551,625,858	59,476,340	0	3,323,222,970
2022	1,058,779,649	279,626,687	1,153,022,910	455,166,029	51,651,730	0	2,998,247,005
2021	911,156,146	279,626,687	1,153,022,910	455,166,029	51,651,730	0	2,850,623,502
2020	940,790,142	269,301,610	1,284,294,031	437,676,117	41,508,690	0	2,973,570,590
2019	824,803,641	254,481,892	1,336,745,097	408,746,392	46,545,741	0	2,871,322,763

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2023	81
2022	64
2021	75
2020	78
2019	70
Historic Average	74

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	196,733,534	190,556,078	183,705,053	173,971,598	172,277,059
February	178,453,145	194,828,921	205,750,080	151,798,989	187,993,423
March	168,360,613	169,204,378	153,731,748	150,816,546	175,159,389
April	202,803,048	191,402,914	200,398,820	168,875,801	164,641,400
May	214,858,482	204,912,359	173,309,533	184,136,693	230,647,664
June	235,576,193	234,582,167	191,014,498	233,355,239	233,976,814
July	232,251,664	330,535,607	231,378,423	250,471,455	202,738,743
August	322,622,192	378,822,393	262,658,187	243,729,398	327,406,038
September	315,112,432	278,585,722	254,774,670	242,180,862	284,331,250
October	245,980,819	270,658,828	238,623,918	199,423,912	259,303,018
November	201,345,165	209,636,593	194,667,220	193,588,760	173,169,903
December	192,558,392	196,172,992	191,051,442	172,608,165	145,431,051
Total	2,706,655,679	2,849,898,952	2,481,063,592	2,364,957,418	2,557,075,752

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2023	2022	2021	2020	2019
January	27,192,000	31,535,000	12,456,000	8,285,000	47,172,000
February	23,157,000	24,220,000	35,311,000	20,381,000	40,478,000
March	52,932,000	38,872,000	15,887,000	20,501,000	14,988,000
April	28,178,000	19,473,000	13,644,000	14,834,000	18,644,000
May	43,099,320	56,358,000	29,349,000	31,738,000	71,025,000
June	66,668,000	80,796,000	71,494,000	74,646,000	60,960,000
July	86,437,000	103,724,000	87,642,000	87,469,000	10,195,500
August	124,667,000	120,608,000	85,875,000	85,076,000	88,114,000
September	99,369,000	84,819,000	84,545,000	86,681,000	76,605,000
October	47,316,000	48,696,000	39,769,000	76,335,000	67,846,000
November	48,535,000	41,914,000	53,000	33,279,000	16,018,000
December	30,542,000	40,767,000	9,869,000	20,849,000	14,913,000
Total	678,092,320	691,782,000	485,894,000	560,074,000	526,958,500

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2023	1,068,222,049	3,384,747,999
2022	1,249,068,167	3,541,680,952
2021	930,062,108	2,966,957,592
2020	974,747,092	2,925,031,418
2019	923,391,095	3,084,034,252
Average in Gallons	1,029,098,102.20	3,180,490,442.60

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2023	600,239,881	36	15.27 %
2022	902,469,817	43	22.93 %
2021	709,364,753	44	19.32 %
2020	713,691,570	46	18.83 %
2019	346,412,502	23	10.61 %
Average	654,435,705	38	17.39 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for theprevious five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2023	9,273,282	11611109	1.2521
2022	9,703,235	13576827	1.3992
2021	8,128,650	10109370	1.2437
2020	8,013,784	10595077	1.3221
2019	8,449,408	10036859	1.1879

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	954,740,341	66.35 %	31.79 %
Residential - Multi-Family	275,806,206	24.44 %	9.18 %
Industrial	1,261,007,887	0.14 %	41.99 %
Commercial	461,676,085	8.58 %	15.37 %
Institutional	50,166,846	0.49 %	1.67 %
Agricultural	0	0.00 %	0.00 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

Section III: Wastewater System Data

A. Wastewater System Data

Attached file(s):

File Name	File Description
City of Sherman_Wastewater System Description.pdf	Description of Sherman Wastewater System

1. Design capacity of wastewater treatment plant(s) in gallons per day: 16,000,000

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	0	0	0	0.00 %
Industrial	8	2	10	1.70 %
Commercial	1	578	579	98.30 %
Institutional	0	0	0	0.00 %
Agricultural	0	0	0	0.00 %
Total	9	580	589	100.00 %

3. Percentage of water serviced by the wastewater system: 100.00 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	231,740,000	213,730,000	225,560,000	317,350,000	304,700,000
February	297,420,000	206,920,000	207,180,000	337,130,000	250,980,000
March	364,630,000	233,010,000	244,570,000	414,020,000	293,960,000
April	240,450,000	288,700,000	283,270,000	257,380,000	312,250,000
May	222,240,000	270,160,000	440,740,000	310,350,000	412,570,000
June	247,020,000	209,870,000	309,260,000	213,340,000	241,650,000
July	228,100,000	195,580,000	214,470,000	202,650,000	207,050,000
August	195,750,000	227,490,000	242,580,000	207,210,000	220,920,000
September	202,870,000	196,060,000	186,300,000	249,790,000	202,180,000
October	269,750,000	229,520,000	205,190,000	213,930,000	232,790,000
November	197,810,000	302,280,000	206,650,000	205,530,000	238,080,000
December	225,640,000	264,490,000	203,650,000	216,640,000	219,480,000
Total	2,923,420,000	2,837,810,000	2,969,420,000	3,145,320,000	3,136,610,000

5. Could treated wastewater be substituted for potable water?

( ) Yes (•) No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	0
Plant wash down	0
Chlorination/de-chlorination	0
Industrial	0
Landscape irrigation (park,golf courses)	0
Agricultural	0
Discharge to surface water	0
Evaporation Pond	0
Other	0
Total	0

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

Attachment B

Definitions

Attachment B

Definitions of Commonly Used Terms

Conservation • Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

Industrial use • The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, commercial fish production, and the development of power by means other than hydroelectric, but does not include agricultural use.

Irrigation • The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

Municipal per capita water use • The sum total of water diverted into a water supply system for residential, commercial, and public and institutional uses divided by actual population served.

Municipal use • The use of potable water within or outside a municipality and its environs whether supplied by a person, privately owned utility, political subdivision, or other entity as well as the use of sewage effluent for certain purposes, including the use of treated water for domestic purposes, fighting fires, sprinkling streets, flushing sewers and drains, watering parks and parkways, and recreational purposes, including public and private swimming pools, the use of potable water in industrial and commercial enterprises supplied by a municipal distribution system without special construction to meet its demands, and for the watering of lawns and family gardens.

Municipal use in gallons per capita per day • The total average daily amount of water diverted or pumped for treatment for potable use by a public water supply system. The calculation is made by dividing the water diverted or pumped for treatment for potable use by population served. Indirect reuse volumes shall be credited against total diversion volumes for the purpose of calculating gallons per capita per day for targets and goals.

Pollution • The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Public water supplier • An individual or entity that supplies water to the public for human consumption.

Regional water planning group • A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, '16.053.

Retail public water supplier • An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

Reuse • The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

Water conservation plan • A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving

the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

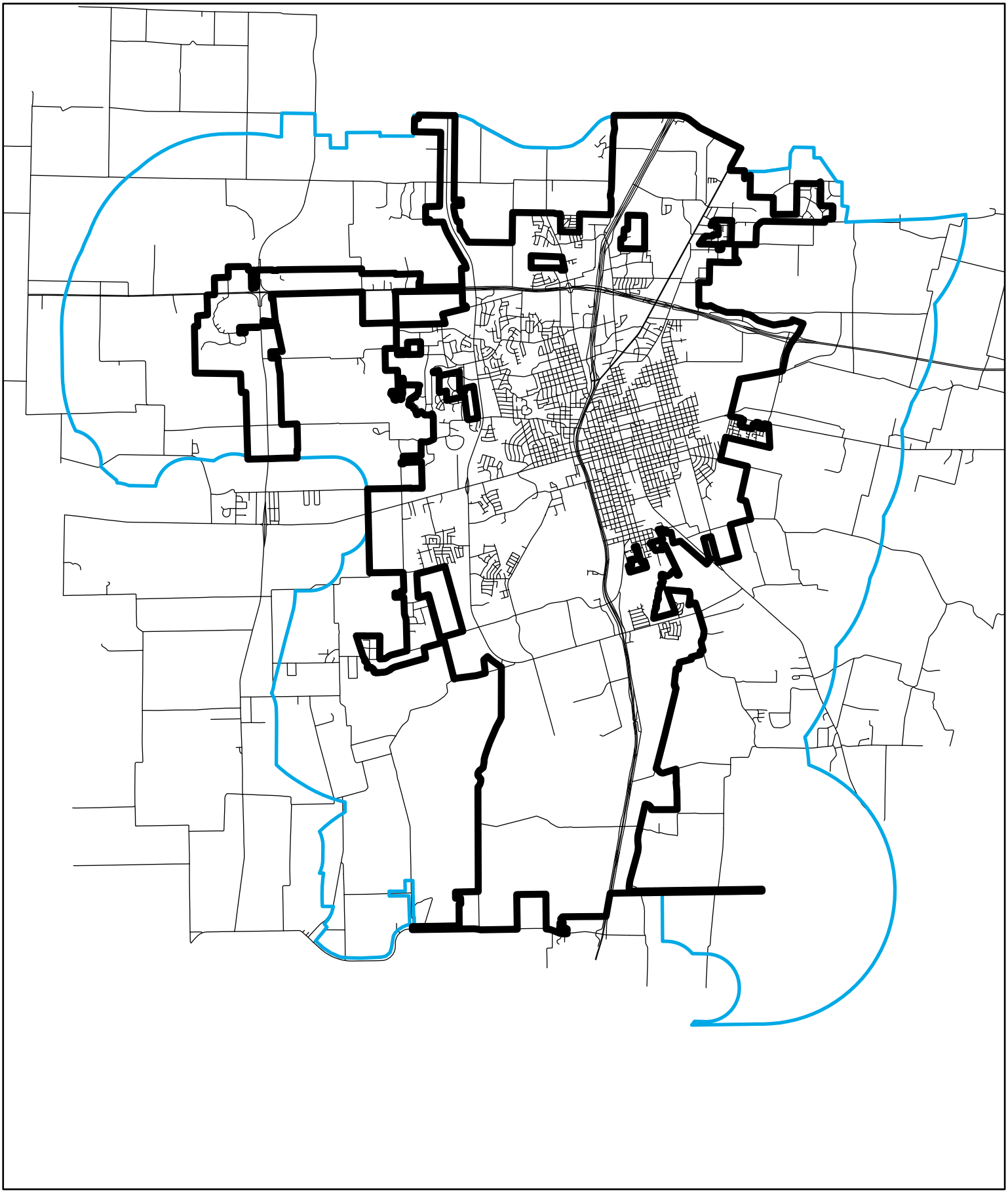
Water loss • The difference between water diverted or treated and water delivered (sold). Water loss can result from:

1. inaccurate or incomplete record keeping;
2. meter error;
3. unmetered uses such as firefighting, line flushing, and water for public buildings and water treatment plants;
4. leaks; and
5. water theft and unauthorized use.

Wholesale public water supplier • An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

Attachment C

Utility Service Area Maps



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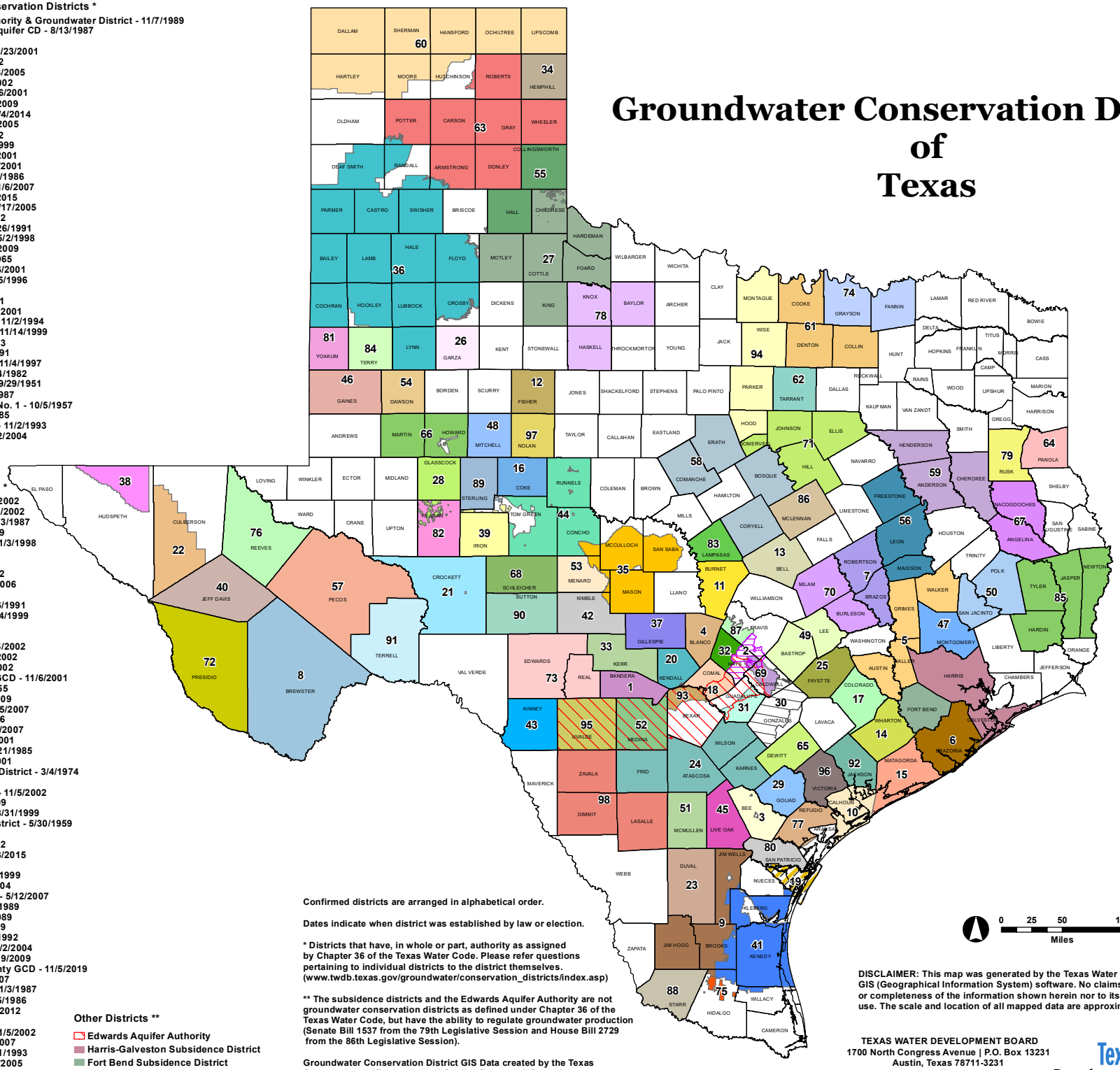
SHERMAN CITY LIMITS/ SERVICE AREA

Sherman
CLASSIC TOWN. BROAD HORIZON.

Groundwater Conservation Districts of Texas



Confirmed Groundwater Conservation Districts *

1. Bandera County River Authority & Groundwater District - 11/7/1989
2. Barton Springs/Edwards Aquifer CD - 8/13/1987
3. Bee GCD - 1/20/2001
4. Blanco-Pedernales GCD - 1/23/2001
5. Bluebonnet GCD - 11/5/2002
6. Brazoria County GCD - 11/8/2005
7. Brazos Valley GCD - 11/5/2002
8. Brewster County GCD - 11/6/2001
9. Brush Country GCD - 11/3/2009
10. Calhoun County GCD - 11/4/2014
11. Central Texas GCD - 9/24/2005
12. Clear Fork GCD - 11/5/2002
13. Clearwater UWCD - 8/21/1999
14. Coastal Bend GCD - 11/6/2001
15. Coastal Plains GCD - 11/6/2001
16. Coke County UWCD - 11/4/1986
17. Colorado County GCD - 11/6/2007
18. Comal Trinity GCD - 6/17/2015
19. Corpus Christi ASRCD - 6/17/2005
20. Cow Creek GCD - 11/5/2002
21. Crockett County GCD - 1/26/1991
22. Culberson County GCD - 5/2/1998
23. Duval County GCD - 7/25/2009
24. Evergreen UWCD - 8/30/1965
25. Fayette County GCD - 11/6/2001
26. Garza County UWCD - 11/5/1996
27. Gateway GCD - 5/3/2003
28. Glasscock GCD - 8/22/1981
29. Goliad County GCD - 11/6/2001
30. Gonzales County UWCD - 11/2/1994
31. Guadalupe County GCD - 11/14/1999
32. Hays Trinity GCD - 5/3/2003
33. Headwaters GCD - 11/5/1991
34. Hemphill County UWCD - 11/4/1997
35. Hickory UWCD No. 1 - 8/14/1982
36. High Plains UWCD No.1 - 9/29/1951
37. Hill Country UWCD - 8/8/1987
38. Hudspeth County UWCD No. 1 - 10/5/1957
39. Irion County WCD - 8/2/1985
40. Jeff Davis County UWCD - 11/2/1993
41. Kenedy County GCD - 11/2/2004

Confirmed Groundwater Conservation Districts (Cont.) *

42. Kimble County GCD - 5/3/2002
43. Kinney County GCD - 1/12/2002
44. Lipan-Kickapoo WCD - 11/3/1987
45. Live Oak UWCD - 11/7/1989
46. Llano Estacado UWCD - 11/3/1998
47. Lone Star GCD - 11/6/2001
48. Lone Wolf GCD - 2/2/2002
49. Lost Pines GCD - 11/5/2002
50. Lower Trinity GCD - 11/7/2006
51. McMullen GCD - 11/6/2001
52. Medina County GCD - 8/26/1991
53. Menard County UWD - 8/14/1999
54. Mesa UWCD - 1/20/1990
55. Mesquite GCD - 11/4/1986
56. Mid-East Texas GCD - 11/5/2002
57. Middle Pecos GCD - 11/5/2002
58. Middle Trinity GCD - 5/4/2002
59. Neches & Trinity Valleys GCD - 11/6/2001
60. North Plains GCD - 1/2/1955
61. North Texas GCD - 12/1/2009
62. Northern Trinity GCD - 5/15/2007
63. Panhandle GCD - 1/21/1956
64. Panola County GCD - 11/6/2007
65. Pecan Valley GCD - 11/6/2001
66. Permian Basin UWCD - 9/21/1985
67. Pineywoods GCD - 11/6/2001
68. Plateau UWC and Supply District - 3/4/1974
69. Plum Creek CD - 5/1/1993
70. Post Oak Savannah GCD - 11/5/2002
71. Prairielands GCD - 9/1/2009
72. Presidio County UWCD - 8/31/1999
73. Real-Edwards C and R District - 5/30/1959
74. Red River GCD - 9/1/2009
75. Red Sands GCD - 11/5/2002
76. Reeves County GCD - 11/3/2015
77. Refugio GCD - 11/6/2001
78. Rolling Plains GCD - 1/26/1999
79. Rusk County GCD - 6/5/2004
80. San Patricio County GCD - 5/12/2007
81. Sandy Land UWCD - 11/7/1989
82. Santa Rita UWCD - 8/19/1989
83. Saratoga UWCD - 11/7/1989
84. South Plains UWCD - 2/8/1992
85. Southeast Texas GCD - 11/2/2004
86. Southern Trinity GCD - 6/19/2009
87. Southwestern Travis County GCD - 11/5/2019
88. Starr County GCD - 1/6/2007
89. Sterling County UWCD - 11/3/1987
90. Sutton County UWCD - 4/5/1986
91. Terrell County GCD - 11/6/2012
92. Texana GCD - 11/6/2001
93. Trinity Glen Rose GCD - 11/5/2002
94. Upper Trinity GCD - 11/6/2007
95. Uvalde County UWCD - 9/1/1993
96. Victoria County GCD - 8/5/2005
97. Wes-Tex GCD - 11/5/2002
98. Wintergarden GCD - 1/17/1998

Other Districts **

- Edwards Aquifer Authority
- Harris-Galveston Subsidence District
- Fort Bend Subsidence District
- County Boundaries

Confirmed districts are arranged in alphabetical order.

Dates indicate when district was established by law or election.

* Districts that have, in whole or part, authority as assigned by Chapter 36 of the Texas Water Code. Please refer questions pertaining to individual districts to the district themselves. (www.twdb.texas.gov/groundwater/conservation_districts/index.asp)

** The subsidence districts and the Edwards Aquifer Authority are not groundwater conservation districts as defined under Chapter 36 of the Texas Water Code, but have the ability to regulate groundwater production (Senate Bill 1537 from the 79th Legislative Session and House Bill 2729 from the 86th Legislative Session).

Groundwater Conservation District GIS Data created by the Texas Commission on Environmental Quality. For more information, please contact TCEQ at 512-239-1000 or wras@tceq.texas.gov.

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DISCLAIMER: This map was generated by the Texas Water Development Board using GIS (Geographical Information System) software. No claims are made to the accuracy or completeness of the information shown herein nor to its suitability for a particular use. The scale and location of all mapped data are approximate. Map date: NOV-2019

TEXAS WATER DEVELOPMENT BOARD
1700 North Congress Avenue | P.O. Box 13231
Austin, Texas 78711-3231
www.twdb.texas.gov
512-463-7847

Texas Water Development Board

Attachment D

Description of Water and Wastewater Systems

Water System Description

The City of Sherman obtains its water from ground water and surface water sources. The ground water supply comes from 22 deep wells located in the Trinity and Woodbine aquifers. Surface water is obtained from Lake Texoma and treated at a surface water treatment plant that was constructed in 1993.

The 22 wells are capable of producing 13.63 MGD at peak production, but the average daily pumpage should not exceed 10 MGD to protect the aquifers. The surface water treatment plant is capable of producing 24.8 MGD. Sherman's average daily water usage for 2023 was 9.90 mgd.

Ground Water

Well Capacity 13.63 MGD
22 Wells
9 Woodbine Wells
13 Trinity Wells
9 Pump Stations
11.15 MG Ground Storage (9 Tanks)
1.75 MG Elevated Storage (2 Water Towers)

Surface Water

1 Raw Water Pump Station
1 Water Treatment Plant, Capacity 19.8 MGD
1 Surface Water Booster Pump Station
1.63 MG Ground Storage (1 Tank)
3.4 MG Clearwell Storage
5.9 MG Elevated Storage (4 Water Towers)

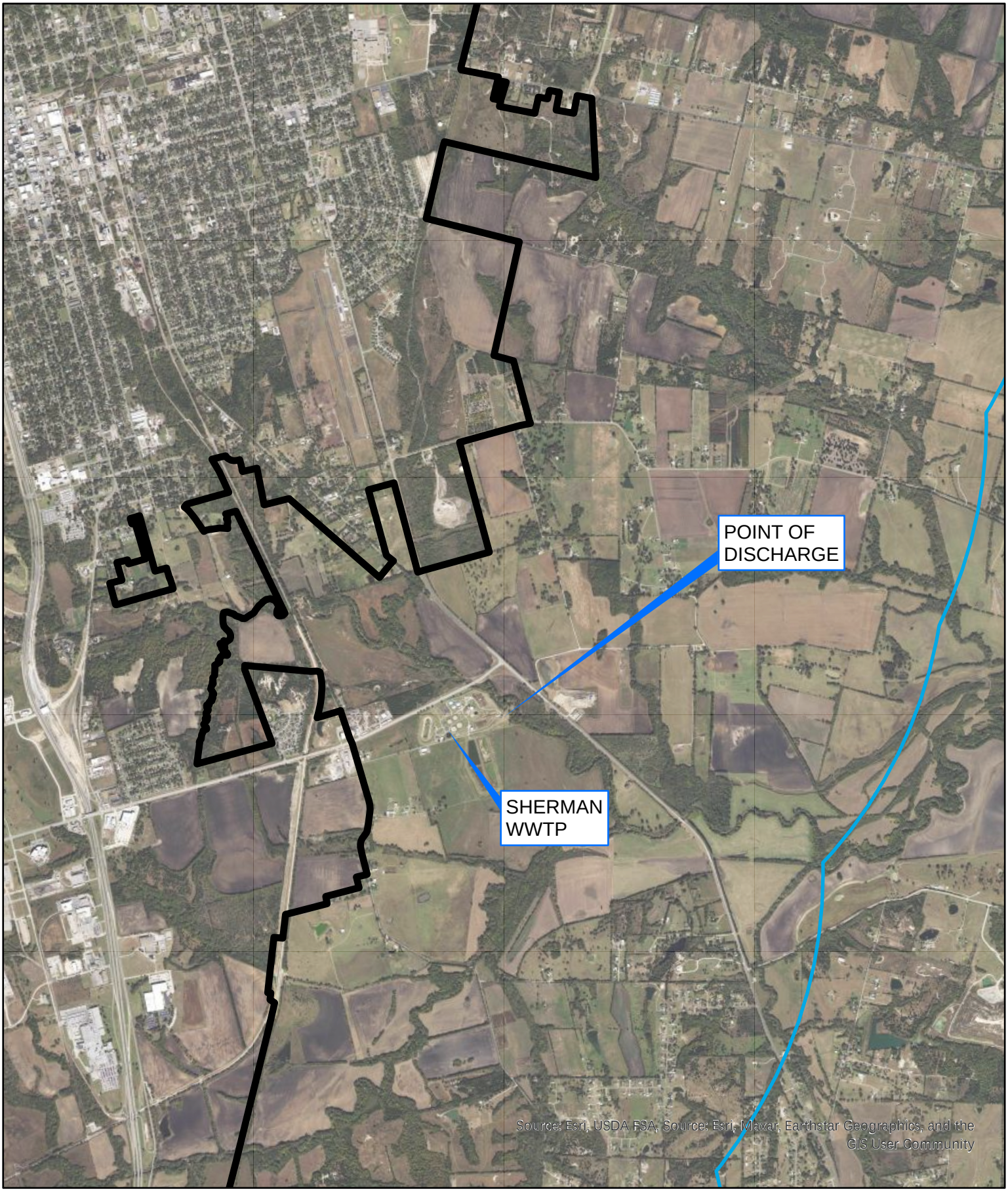
Wastewater System Description

Wastewater treatment services for this area are provided by Sherman's Post Oak Wastewater Treatment plant. The plant treats wastewater from the cities of both Sherman and Howe, Texas, even though Howe gets its water from a different source. The TPDES number is WQ0010329001, and the EPA ID number is TX0024325. This plant is owned and operated by the City of Sherman, Texas. It is a domestic conventional secondary wastewater treatment facility, which is served by a formal industrial pretreatment program.

The plant's major unit operations and processes include: screening, degritting, primary clarification, trickling filter and activated sludge biological treatment, secondary clarification followed by anaerobic digestion of the solids and ultraviolet disinfection of the water stream. Wastewater residuals are presently land applied on agricultural property.

Treated effluent from the plant is discharged into Post Oak Creek. Post Oak subsequently confluences with Choctaw Creek which, in turn, then runs into the Red River.

See the attached map for plant and discharge point locations.



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SHERMAN WASTEWATER TREATEMENT PLANT

Sherman
CLASSIC TOWN. BROAD HORIZON.

Attachment E

Sherman CCN

Texas Commission on Environmental Quality

By These Presents Be It Known To All That

City of Sherman

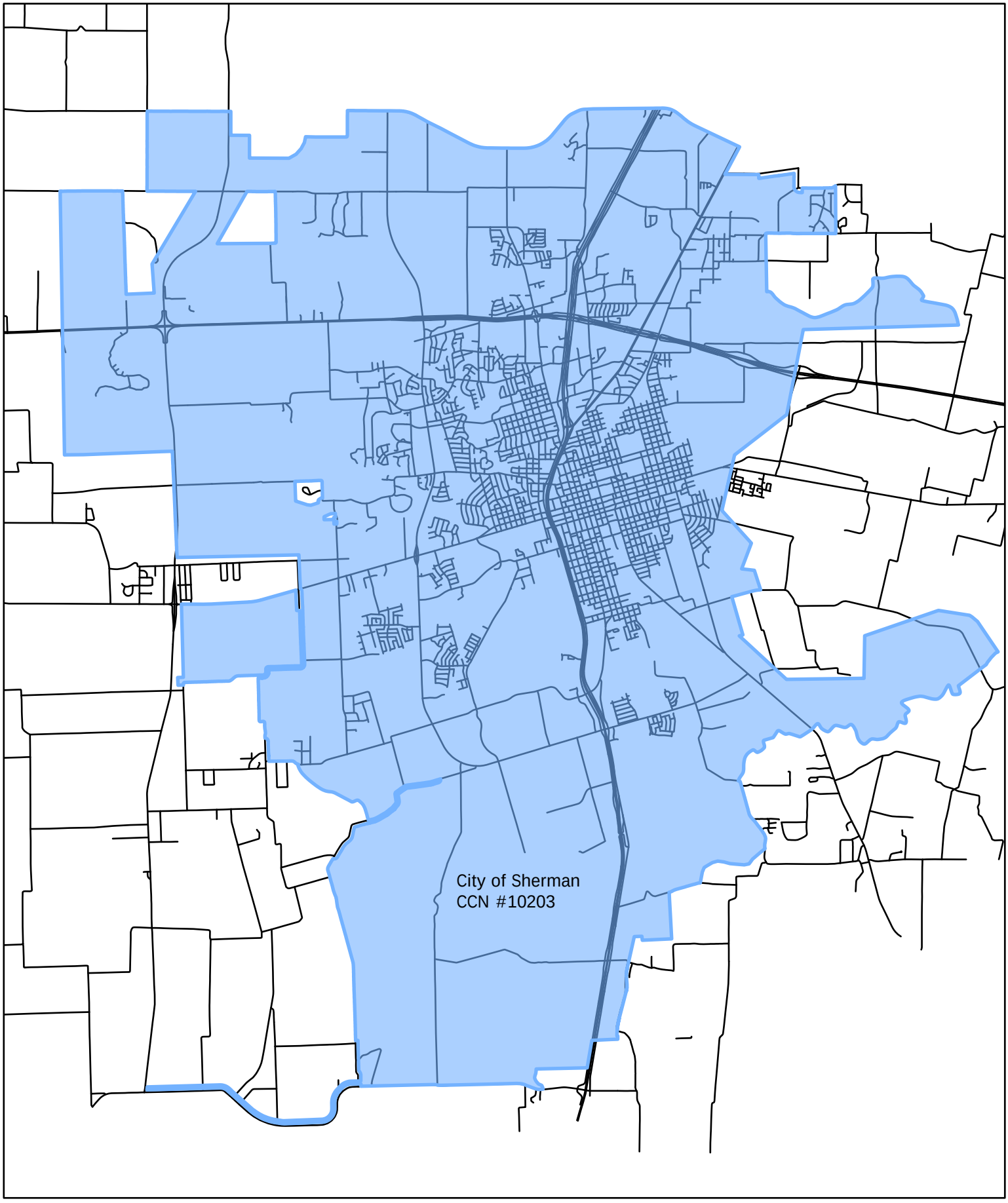
having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 10203

to provide continuous and adequate water utility service to those service areas in Grayson County as by final Order duly entered by this Commission, which Order resulting from Application No. 34141-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of the City of Sherman to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this NOV 30 2004

For the Commission



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CITY OF SHERMAN CCN

Sherman
CLASSIC TOWN. BROAD HORIZON.

Attachment F

Water & Sewer Rates

CITY OF SHERMAN
RATES EFFECTIVE 10/01/2023
(Increase Water & Sewer Consumption Only)

WATER RATES

METER SIZE	First 1,500 gallons Min. Monthly Amount
5/8" or ¾"	$ 24.18
1"	$ 47.71
1 ½"	$ 95.86
2"	$ 163.32
3"	$ 356.06
4"	$ 625.85
6"	$ 1,396.76
8"	$ 2,476.02
10"	$ 3,863.63
12"	$ 6,761.35

Yard meters are billed at above rates July - October. During the billing months of November - June, subject meters will be billed as 5/8" or 3/4" meters.

WATER

Gallons	*Rate per 1,000 Gals*
1,500 – 20,000 gals	*$ 3.47*
20,001 – 100,000 gals	*$ 3.72*
100,001 – 500,000 gals	*$ 3.97*
500,001 - Above	*$ 4.22*

SEWER

MIN (0-1500 gals) **$9.29** RES MAX = **$38.92** (9K gals)

Gallons	*Rate per 1,000 Gals*
1,500 – 100,000 gals	*$ 3.95*
100,001 – 500,000 gals	*$ 4.20*
500,001 - Above	*$ 4.45*

REFUSE

Residential Trash &/or Rec (2 containers) (1 pickup per week)	$ 12.75 per month min. + $1.05 tax
Exempt only 1 container (1 pickup per week)	$ 9.60 per month min + $0.79 tax

Minimum Water, Sewer, & Trash = $47.27

STORMWATER FEES

Tier 1	<2400 Impervious Area (IA)	$1.20
Tier 2	2400 to 4600 IA	$3.60
Tier 3	>4600 IA	$4.00 per ERU*

Equivalent Residential Unit

UTILITY SURCHARGE

Preston Club Annexation

Water	$8.00
Sewer	$24.00

Attachment G

Ordinance

ORDINANCE NO. 6714

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DELETING IN ITS ENTIRETY ARTICLE 13.02 OF CHAPTER 13 OF THE CODE OF ORDINANCES AND ADOPTING A NEW WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY PLAN; PROVIDING FOR INCLUSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Article 13.02 of Chapter 13 of the Code of Ordinances of the City of Sherman, Texas, is hereby deleted in its entirety.

SECTION 2. That the attached Water Conservation and Drought Contingency and Water Emergency Plan to Chapter 13 of the Code of Ordinances is hereby adopted in its entirety as if fully set forth herein and made a part hereof for all purposes.

SECTION 3. 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 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. 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 May, 2024.

ADOPTED on this the 6th day of May, 2024.

EFFECTIVE DATE on this the 6th day of May, 2024.

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

Attachment H

Public Notification

Attachment I

Letter to Region C, GTUA, & NTMWD Planning Groups

Sherman
CLASSIC TOWN. BROAD HORIZON.

May 10, 2024

Ms. Brooke Paup
Texas Water Development Board
1700 North Congress Avenue
Austin, TX 78701

RE: ***Water Conservation and Drought Contingency and Water Emergency Response Plan***

Ms. Paup:

Enclosed please find a copy of the recently approved Water Conservation and Drought Contigency and Water Emergency Response Plan for the City of Sherman. This copy is being submitted in accordance with the Texas Water Development Board and the Texas Commission on Environmental Quality rules. The City Council of the City of Sherman, Texas approved this plan on May 6, 2024.

Sincerely,

Thomas Pruitt, P.E.
City Utility Engineer

Enclosure (as stated above)

Sherman
CLASSIC TOWN. BROAD HORIZON.

May 10, 2024

Mr. Paul Sigle, P.E.
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

RE: ***Water Conservation and Drought Contingency and Water Emergency Response Plan***

Mr. Sigle:

Enclosed please find a copy of the recently approved Water Conservation and Drought Contigency and Water Emergency Response Plan for the City of Sherman. This copy is being submitted in accordance with the Texas Water Development Board and the Texas Commission on Environmental Quality rules. The City Council of the City of Sherman, Texas approved this plan on May 6, 2024.

Sincerely,

Thomas Pruitt, P.E.
City Utility Engineer

Enclosure (as stated above)

Sherman
CLASSIC TOWN. BROAD HORIZON.

May 10, 2024

Ms. Jenna Covington, P.E.
North Texas Municipal Water District
501 East Brown Street, PO Box 2408
Wylie, TX 75098

RE: ***Water Conservation and Drought Contingency and Water Emergency Response Plan***

Ms. Covington:

Enclosed please find a copy of the recently approved Water Conservation and Drought Contigency and Water Emergency Response Plan for the City of Sherman. This copy is being submitted in accordance with the Texas Water Development Board and the Texas Commission on Environmental Quality rules. The City Council of the City of Sherman, Texas approved this plan on May 6, 2024.

Sincerely,

Thomas Pruitt, P.E.
City Utility Engineer

Enclosure (as stated above)

Triggering Criteria of Drought Response Stages

Surface Water Treatment Capacity = 25 mgd
- 15% lost to brine concentrate of RO process
Available Surface Water Capacity = 21.25 mgd

Stage 1: Mild Water Shortage Conditions

Total daily water demand = 80% of *available* (17 mgd)

Stage 2: Moderate Water Shortage Conditions

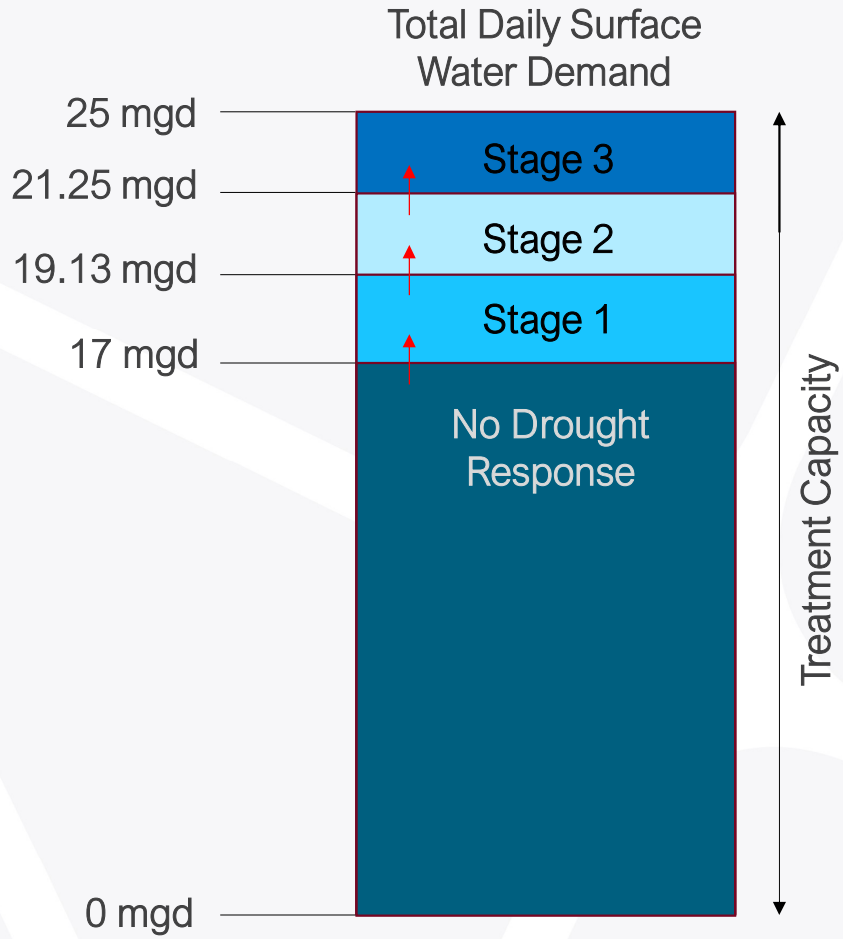
Total daily water demand = 90% of *available* (19.13 mgd)

Stage 3: Severe Water Shortage Conditions

Total daily water demand = 100% of *available* (21.25 mgd)

Stage 4: Emergency Water Shortage Conditions

1. Contamination of Lake Texoma
2. Production or Distribution Limitations
3. System Outage due to failure or damage



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.2.

Meeting Date: 5/6/2024

Prepared By: Leah Campbell, Human Resources Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6715

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

Issue:

The Police Department is modifying the number of Patrolmen and Sergeants

Background:

This is the first step of many in eliminating the Corporal rank. We have received counsel from Abernathy, Lynn, and Gannaway. Future steps will include holding a Corporal test and coming back to Council to lower the number in the Corporal rank.

Origination:

Human Resources
Police Department

Financial Consideration:

The salary changes required to move from Corporal to Sergeant were budgeted for in this Fiscal Year's budget. The three additional patrolman salaries are covered by salary savings accumulated in Fiscal Year YTD.

Staff Recommendation:

Staff recommends approval of the Ordinance

Alternatives:

As directed by City Council

Attachments:

1. Ordinance No. 6715

ORDINANCE NO. 6715

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

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

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

Sec. 9.05.026 Authorized number of positions

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

(1) Fire department

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

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

[1] Additions are underlined; deletions are evidenced by ~~strikethrough~~.

(b) Staffing in the "firefighter" position shall be increased with each occurrence of the number of active "engineer" positions being eliminated until the total number of "engineer" positions meets the number of allocated positions set forth in subsection (1) above.

(c) Once the number of active "engineer" positions is reduced to meet the number of allocated positions set forth in subsection (1) above. The number of active "firefighter" positions shall be increased to meet the number of allocated positions set forth in subsection (1) above.

(2) Police department

Title	No. Positions
Patrolman	596~~5~~
Corporal	5
Sergeant	12~~9~~
Lieutenant	5
Assistant Chief-Appointed	2
Chief	1

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

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

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

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

INTRODUCED this the 6th day of May 2024.

ADOPTED on this the 6th day of May 2024.

EFFECTIVE DATE on this the 6th day of May 2024.

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 Agenda Item No. E.3.

Meeting Date: 5/6/2024

Prepared By: Nathan Whiddon, Wastewater and Laboratory Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6716

Amending Code of Ordinances, City of Sherman, Texas, at Chapter 13 (Utilities), Article 13.07 (Water, Sewers and Sewage Disposal), Division 5 (Regulations for Disposal of Industrial Waste); Modifying Certain Existing Regulations and Prescribing Certain New Regulation Relating to Disposal of Industrial Waste; Providing a Repealing Clause, a Severability Clause and a Penalty Clause with a Maximum Fine of $2,000

Issue:

Amending the Code of Ordinances pertaining to the regulations for industrial waste disposal.

Background:

City staff has received tentative approval from the Texas Commission on Environmental Quality (TCEQ) for a substantial modification of our Industrial Pretreatment Program. The proposed modifications include revisions to technically based local limits (TBLLs) and updates to the ordinance that provide staff with more flexibility when implementing the Industrial Pretreatment Program while reducing the regulatory burden on significant industrial users.

Other modifications include minor edits to program documentation including, the Enforcement Response Plan/Enforcement Response Guide, standard operating procedures, program forms and revisions to the wastewater discharge permit template to incorporate the revised local limits.

The proposed local limits are protective of the wastewater collection system and wastewater treatment plant operations.

Origination:

Treatment Services

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

Recommend adoption of ordinance revisions.

Alternatives:

None at this time.

Attachments:

1. Ordinance No. 6716

ORDINANCE NO. 6716

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS, AT CHAPTER 13 (UTILITIES), ARTICLE 13.07 (WATER, SEWERS AND SEWAGE DISPOSAL), DIVISION 5 (REGULATIONS FOR DISPOSAL OF INDUSTRIAL WASTE); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING CERTAIN NEW REGULATIONS RELATING TO DISPOSAL OF INDUSTRIAL WASTE); PROVIDING A REPEALING CLAUSE, A SEVERABILITY CLAUSE AND A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000; 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 Chapter 13 of the Code of Ordinances, City of Sherman, Texas, should be amended as provided herein to modify regulations governing the disposal of industrial waste in the City of Sherman, Texas ("Sherman" or "City"); and

WHEREAS, Sherman has complied with all legal notices and conducted a public hearing as required by law; and

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

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

SECTION 1: 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 Chapter 13 (Utilities) of the Code of Ordinances. Chapter 13 (Utilities) of the Code of Ordinances is hereby amended as follows[1]:

"**ARTICLE 13.07 WATER, SEWERS AND SEWAGE DISPOSAL**

…

Division 5. Regulations for Disposal of Industrial Waste

Part I. In General

…

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

Sec. 13.07.323 Definitions

…

Best management practices (BMP). The term best management practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in sections 13.07.351 and 13.07.352. BMPs ~~also~~ include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. *BMPs also include alternative means (i.e., management plans) of complying with, or in place of, certain established categorical Pretreatment Standards and effluent limits.*

…

Harmful Effects. A discharge which alone or in conjunction with a discharge or discharges from other sources:

(1) Inhibits or disrupts the POTW, the treatment processes or operations of its sludge processes use or disposal but does not meet the definition of Interference or Pass Through found in this section; or

~~(1)~~(2) Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes use or disposal and does meet the definition of Interference or Pass Through found this section.

…

Monthly average limit. The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. *Where only one sample is collected during a calendar month, that one result shall be the daily average concentration for the respective month.*

…

Non-Significant Categorical Industrial User (NSCIU). An industrial user subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR chapter 1, subchapter N that never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

(1) The Industrial User, prior to the Control Authority's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;

(2) The Industrial User annually submits the following certification statement required in 40 CFR 403.12(q) together with any additional information necessary to support the certification statement:

A facility determined to be a Non-Significant Categorical Industrial User pursuant to 40 CFR § 403.3(v)(2) must annually submit the following certification statement, signed in

accordance with the signatory requirements in 40 CFR § 403.12(l). This certification must accompany any alternative report required by the Control Authority:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR ____, I certify that, to the best of my knowledge and belief that during the period from _____ ____, to _____, ____ [month, days, year]:

(a) The facility described as _____ [facility name] met the definition of a non-significant categorical Industrial User as described in § 403.3(v)(2); (b) the facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period; and

(3) The Industrial User never discharges any untreated concentrated wastewater.

Upon a finding that an Industrial User meeting the criteria in 40 CFR § 403.3(v)(1)(ii) has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standards or requirement, the Control Authority may at any time, on its own initiative or in response to a petition received from an Industrial User or POTW, and in accordance with 40 CFR § 403.8(f)(6), determine that such Industrial User is not a Significant Industrial User.

…

Sec. 13.07.324 Abbreviations

BMP	*Best Management Practice*
BOD	Biochemical oxygen demand
CFR	Code of Federal Regulations
COD	Chemical oxygen demand
EPA	U.S. Environmental Protection Agency
ERP	Enforcement response plan
FOG	Fats, oils and greases
gpd	Gallons per day
IU	Industrial User

L	Liter
mg	Milligrams
mg/l	Milligrams per liter
O & M	Operation and maintenance
pH	Alkalinity or acidity of a solution
POTW	Publicly owned treatment works
RCRA	Resource Conservation and Recovery Act
SDCP	Slug discharge control plan
SIC	Standard industrial classifications
SIU	Significant industrial user
SWDA	Solid Waste Disposal Act (42 U.S.C. 6901 et seq.)
TCEQ	Texas Commission on Environmental Quality
TPDES	Texas Pollutant Discharge Elimination System
TSS	Total suspended solids
USC	United States Code

…

Part II. General Sewer Use Requirements

…

Sec. 13.07.356 Specific pollutant limitations

(a) The City Manager is authorized to establish local limits pursuant to 40 CFR section 403.5(c).

(b) It shall be unlawful for any significant industrial user to discharge, deposit, cause, or allow to be discharged any waste or wastewater which fails to comply with the limitations imposed by this section.

(c) Uniform concentration-based limits. No significant industrial user shall discharge wastewater to the POTW that exceeds the following limits:

~~Daily Maximum~~*Monthly Average* Contribution*

Pollutant	**Symbol**	**~~Daily~~ *Monthly* ~~maximum~~*Average***
Arsenic	*As*	~~0.06~~0.04
Cadmium	Cd	~~0.014~~0.007
Chromium	Cr	~~0.37~~~~1.56~~0.94
Copper	Cu	~~0.33~~~~2.15~~1.3
Cyanide	CN	~~0.03~~~~0.08~~0.05
Lead	Pb	~~0.12~~~~1.01~~0.61
Mercury	Hg	~~0.0005~~~~0.002~~0.001
~~Molybdenum~~	~~Mo~~	~~0.27~~4
Nickel	Ni	~~0.26~~~~0.80~~0.48
~~Phenols~~	~~–~~	~~2.6~~
Selenium	Se	~~0.006~~~~0.02~~0.01
Silver	Ag	~~0.19~~~~0.08~~0.05
Zinc	Zn	~~0.52~~~~3.40~~2.05

* All pollutants shown in the table are total and in mg/L.

(d) *Reserved*. ~~Contributory flow-based limit.~~

~~(1) For the purposes of this paragraph, a contributing industrial user is an industrial user found by the city to discharge Arsenic (As) above the industrial contributory screening value of 0.018 mg/L As.~~

~~(2) No significant industrial user identified as a contributing industrial user shall discharge wastewater to the POTW that exceeds 0.126 mg/L As.~~

~~(3) No industrial user identified as a non-contributing industrial user shall discharge wastewater to the POTW that exceeds 0.018 mg/L As.~~

(e) The City may establish more stringent pollutant limits, additional site-specific pollutant limits, best management practices, or additional pretreatment requirements when, in the judgment of the City, such limitations are necessary to implement the provisions of this article.

(f) Where an industrial user exceeds these specific pollutant limitations, the City may require the industrial user to:

(1) Reduce pollutant concentrations in the suspect wastestreams by implementing pollution prevention measures;

(2) Terminate discharge from a specific wastestream(s);

(3) Implement best management practices (BMPs) where available to reduce the pollutant concentrations;

(4) Install new treatment systems and/or upgrade existing treatment equipment where technology is available to remove such pollutants; and/or

(5) Comply with additional monitoring and reporting requirements.

(g) The City may take an enforcement action for any violation of a limitation or requirement established in this section.

(h) The City may modify an existing wastewater discharge permit or require an industrial user to apply for a wastewater discharge permit or take such other permitting actions as necessary for violations of a specific local discharge limit specified in subsections (b) and (c) of this section.

(i) The City may modify these specific pollutant limits as described in the standard operating procedure for the assessment and revision of local limits using the contributory flow method.

…

Part IV. Wastewater Discharge Permit Eligibility

…

Sec. 13.07.428 Wastewater discharge permit requirement

(a) It shall be unlawful for any *significant* industrial user to discharge wastewater into the City's POTW without first obtaining a wastewater discharge permit from the City

Manager. Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this division and subjects the wastewater discharge permittee to the sanctions set out in parts X and XI, below. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state and local law.

(b) The City Manager may require other industrial users, including liquid waste haulers, to obtain wastewater discharge permits as necessary to carry out the purpose of this division.

(c) The City Manager may determine if pretreatment facilities are adequate for efficient treatment of discharged waste.

(d) The City Manager may issue a wastewater discharge permit if it is determined that an applicant is not discharging waste in violation of section 13.07.352, other than BOD, TSS or FOG.

…

Part V. Wastewater Discharge Permit Issuance Process

…

Sec. 13.07.462 Wastewater discharge permit contents

(a) Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the City Manager to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, protect ambient air quality, and protect against damage to the POTW.

(b) Wastewater discharge permits shall contain the following conditions:

(1) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years;

(2) A statement that the wastewater discharge permit is nontransferable without prior notification to and approval from the City, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

(3) Effluent limits, including BMPs, applicable to the user based on applicable general pretreatment standards in 40 CFR 403, categorical pretreatment standards, local limits, state and local law;

(4) Monitoring, sampling, reporting, notification, and record-keeping requirements *(3+ years, includes BMPs)*. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on applicable general pretreatment standards in 40 CFR 403, categorical pretreatment standards, local limits, state and local law;

(5) Statement of applicable administrative, criminal, and civil penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedules may not extend the time for compliance date beyond that required by applicable federal, state, or local law;

(6) Requirements to control slug discharge, if determined by the City Manager to be necessary.

(c) Wastewater discharge permits may contain, but need not be limited to, the following:

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(2) Limits on the instantaneous, daily, and monthly average and/or maximum concentration, mass, or other measure of identified wastewater pollutants or properties;

(3) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;

(4) Development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

(5) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(6) The unit charge or schedule of industrial user charges and fees for the management of the wastewater discharged to the POTW;

(7) Requirements for installation and maintenance of inspection and sampling facilities and equipment;

(8) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit;

(9) Other conditions as deemed appropriate by the City Manager to ensure compliance with this division, and state and federal laws, rules, and regulations.

…

Sec. 13.07.466 Wastewater discharge permit revocation

(a) Wastewater discharge permits may be revoked for the following reasons:

(1) Failure to notify the City of planned significant changes (see section 13.07.503) to the wastewater prior to the changed discharge;

(2) Failure to provide prior notification to the City of changed conditions pursuant to section 13.07.500, if such changes were known, or could have reasonably been anticipated by the discharger;

(3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

(4) Falsifying monitoring reports;

(5) Tampering with monitoring equipment;

(6) Refusing to allow the City timely access to the facility premises and records;

(7) Failure to meet effluent limitations;

(8) Failure to pay fines;

(9) Failure to pay sewer charges, industrial surcharges, or pretreatment program fees;

(10) Failure to meet compliance schedules;

(11) Failure to complete a wastewater survey, a baseline monitoring report, or an application for the reissuance of a wastewater discharge permit;

(12) Failure to provide advance notice of the transfer of a permitted facility;

(13) Violation of any pretreatment standards or requirement*, including best management practices*, or any terms of the wastewater discharge permit or this division.

(b) Wastewater discharge permits shall be voidable upon nonuse, cessation of operations, or transfer of business ownership. All wastewater discharge permits are void upon the issuance of a new wastewater discharge permit.

…

Part VI. Reporting Requirements

…

Sec. 13.07.499 Periodic compliance reports

(a) Any industrial user subject to a categorical pretreatment standard, after the compliance date of such pretreatment standard, or in the case of a new source after commencement of the discharge into the POTW, shall submit periodic compliance reports to the control authority, in the months of July and January, unless required more frequently by the pretreatment standard or by the City. ~~However, the city has established that these periodic compliance reports will be submitted to the city either monthly or quarterly, depending on factors determined during the wastewater permitting process.~~ The frequency for submitting periodic compliance reports will be specified in the IU's wastewater discharge permit. Rational for reporting frequency will be provided in the permit fact sheet.

(b) The periodic compliance reports shall be submitted to the City within twenty (20) days following the end of each reporting period, which shall contain data collected during the reporting period.

(1) Monthly reporting periods shall begin on the first day of the month and shall end on the last day of the month; ~~or~~

(2) Quarterly reporting periods shall begin on the first day of January, April, July, October, and shall end on the last day of the third month for each period (March, June, September, and December).

(3) Semiannual reporting periods shall begin on the first day of January and July and shall end on the last day of June and December.

(c) The periodic compliance report shall include a summary of analytical results or measurements as follows:

(1) Daily analyses for all pollutants reported in milligrams per liter (mg/l) at the frequency specified in the User's permit;

(2) Instantaneous grab pH measurements, reported in standard units (S.U), temperatures reported in degrees Celsius (oC), and monthly minimum and maximum measurements for pH and temperature;

(3) Daily minimum and daily maximum pH measurements from continuous on-line pH monitoring system, reported in standard units, if applicable;

(4) Total daily flow, reported in million gallons per day (mgd), if applicable;

(5) Total daily loadings for all pollutants except for flow and pH, reported in pounds per day (lbs/day), if applicable;

(6) Daily maximum and monthly average results for subsections (c)(1) and (5) above, *if applicable*;

(7) Date and day of the week that monitoring event or measurement was collected;

(8) Outfall or location where monitoring event or measurement was collected;

(9) Daily maximum and monthly average total flows;

(10) Daily maximum and monthly average flows from categorical process streams; and

(11) Daily maximum and monthly average flows from all dilution and unregulated streams used to calculate alternative categorical limits (applicable to categorical industries which use the combined wastestream formula to derive alternative limits).

(d) The periodic compliance report shall also include the following:

(1) The name of the permittee and facility address;

(2) The reporting period covered by the report;

(3) The report due date;

(4) Production data for each individual process regulated (applicable to categorical industries which must comply with production based pretreatment standards);

(5) A statement indicating that samples reported on the periodic compliance report were collected, handled, preserved, and analyzed in accordance with effluent limitations and monitoring requirements specified in the wastewater discharge permit;

(6) A statement indicating that samples reported on the periodic compliance report were representative of the volume and nature of the monitored discharge, and that shift changes, process variances, peak flows, and other variations were proportionally represented where sampling frequencies permitted;

(7) A statement indicating that the permittee complied with all permit conditions in accordance with reporting and records requirements of the permit;

(8) A signatory statement as specified in section 13.07.433 of this division;

(9) Appropriate signature from the authorized representative; and

(10) Provide a section in the report, which would describe any data anomalies or provide explanations for any monitoring or reporting issues that occurred or were identified during reporting period.

(e) Where the control authority has imposed mass limitations on industrial users as provided for by 403.6(d), the report required by subsections (a)–(d) above shall indicate the mass of pollutants regulated by pretreatment standards in the discharge from the industrial user.

(f) Where the control authority has imposed mass limitations on industrial users as required by the wastewater discharge permit, the report required by subsections (a)–(d) above shall indicate the mass of pollutants regulated by the industrial user's wastewater discharge permit.

(g) For industrial users subject to equivalent mass or concentration limits established by the control authority in accordance with the procedures in 40 CFR 403.6, the report required by subsections (a)–(d) above shall provide a reasonable measure of the user's long-term production rate. For all other industrial users subject to categorical pretreatment standards expressed only on terms of allowable pollutant discharge per unit of production (or other measure of operation), the industrial user shall submit the user's actual average production rate for the reporting period.

(h) Requirements specified in section 13.07.501 shall apply for these reports.

(i) Categorical industrial users shall submit documentation to demonstrate compliance with a BMP where a required BMP or pollution prevention alternative is part of the categorical standard.

…

Sec. 13.07.502 Reporting requirements for industrial users not subject to categorical pretreatment standards

(a) The City shall require appropriate reporting from those industrial users with discharges that are not subject to categorical pretreatment standards. According to 40 CFR 403.12(h),

significant noncategorical industrial users shall submit periodic compliance reports to the City, at least once every six months (on dates specified by the City). ~~However, the city has established that these periodic compliance reports will be submitted to the city either monthly or quarterly, depending on factors determined during the wastewater permitting process.~~ The frequency for submitting periodic compliance reports will be specified in the IU's wastewater discharge permit. Rationale for reporting frequency will be provided in the permit fact sheet.

(b) The periodic compliance reports shall be submitted to the City within twenty (20) days following the end of each reporting period, which shall contain data collected during the reporting period.

(1) Monthly reporting periods shall begin on the first day of the month and shall end on the last day of the month; ~~or~~

(2) Quarterly reporting periods shall begin on the first day of January, April, July, October, and shall end on the last day of the third month for each period (March, June, September, and December).

(3) *Semiannual reporting periods shall follow the calendar year; the first reporting period is from January to June and the second reporting period is from July to December*. ~~begin on the first day of January and July and shall end on the last day of June and December.~~

(c) The periodic compliance report shall include a summary of analytical results or measurements as follows:

(1) Daily analyses for all pollutants reported in milligrams per liter (mg/1);

(2) Instantaneous grab pH measurements ~~R~~*reported* ~~in~~ *as monthly maximum and minimum in* standard units *(S.U.),*

(3) ~~t~~*Instantaneous grab temperature measurements reported as monthly* ~~and~~ *maximum* ~~emperatures reported~~ *in degrees Celsius (^oC)* ~~and monthly minimum and maximum measurements for pH and temperature~~. ~~for each measurement obtained during the reporting period.~~

(4) Daily minimum and daily maximum pH measurements from continuous on-line pH monitoring system, reported in standard units ~~(~~if applicable~~)~~;

(54) Total daily flow, reported in million gallons per day (~~mgd~~*MGD) if applicable*;

(6) Total daily loadings for all pollutants except for flow and pH, reported in pounds per day (lbs/day) *if applicable*;

(7) Daily maximum and monthly average results for subsections (c)(1), (5), and (6) above *if applicable*;

(8) Date and day of the week that monitoring event or measurement was collected;

(9) Outfall or location where monitoring event or measurement was collected; and

(10) Daily maximum and monthly average flows.

(d) The periodic compliance report shall also include the following:

(1) The name of the permittee and facility address;

(2) The reporting period covered by the report;

(3) The report due date;

(4) A statement indicating that samples reported on the periodic compliance report were collected, handled, preserved, and analyzed in accordance with effluent limitations and monitoring requirements specified in the wastewater discharge permit;

(5) A statement indicating that samples reported on the periodic compliance report were representative of the volume and nature of the monitored discharge, and that shift changes, process variances, peak flows, and other variations were proportionally represented where sampling frequencies permitted;

(6) A statement indicating that the permittee complied with all permit conditions in accordance with reporting and records requirements of this permit;

(7) A certification statement as specified in section 13.07.433 of this division;

(8) Appropriate signature from the authorized representative; and

(9) Provide a section in the report, which would describe any data anomalies or provide explanations for any monitoring or reporting issues that occurred or were identified during reporting period.

(e) Sampling requirements specified in section 13.07.506 shall apply for these reports.

(f) Non-categorical industrial users shall submit documentation to demonstrate compliance with a BMP, if required.

…

Part X. Administrative Enforcement Remedies

…

Sec. 13.07.622 Notice of deficiency

(a) The city will use a notice of deficiency (NOD) as an official communication to notify a user that a minor pretreatment deficiency has occurred.

(b) This written notice will be an initial response to isolated minor deficiencies which have no known harmful effects to the POTW and/or the environment. ~~This written notice may also serve as an official communication where phone call(s), contact(s), electronic mail, or facsimile communications have been unsuccessful.~~

(c) *This written notice may also serve as an official communication where phone call(s), contact(s), electronic mail, or facsimile communications have been unsuccessful.*

(d) The NOD may require a response, to include a corrective action, when deemed necessary by the City.

(e) If response is required, within ten (10) business days of receipt of such notice, the user must reply, acknowledging receipt of this notice, and the user's intended corrective actions.

…

Part XIV. Miscellaneous Provisions

Sec. 13.07.751 Pretreatment charges and fees

(a) The City may adopt reasonable fees for reimbursement costs of setting up and operating the approved industrial pretreatment program. These fees may include:

(1) Fees for issuing wastewater survey application including the cost of processing such applications;

(2) Fees for issuing wastewater discharge permit applications including the cost of processing such applications;

(3) Fees for ~~unusual~~ monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;

(4) Fees for discharges from treatment of petroleum fuel contaminated waters or hauled wastes;

(5) Fees for filing appeals;

(6) Fees for administrative and technical costs necessary to issue administrative, judicial, or supplemental enforcement actions specified in parts X–XII of this division; and

(7) Other fees as the City may deem necessary to carry out the requirements contained herein.

(b) These fees relate solely to the matters covered by this division and are separate from all other fees, fines, and penalties chargeable by the City.

…"

SECTION 3: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding FIVE HUNDRED DOLLARS ($500.00), unless the violation relates to fire safety, zoning or public health and sanitation, in which case the fine amount shall not exceed 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 Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public, and public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 7: 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 May 2024.

ADOPTED on this the 6th day of May 2024.

EFFECTIVE DATE on this the 6th day of May 2024.

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 5/6/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7294

Authorizing Execution of Amendment No. 3 to the Professional Services Agreement with Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant - Concentrate Discharge and Outfall Design Services

Issue:

To consider an amendment to the contract for professional services with Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant - Concentrate Discharge and Outfall Design Services

Background:

The purpose for this amendment is to provide funds for additional design efforts needed for items not included in the original design scope of services. The work will include additional structures (two culverts), surveying (for easement acquisition revision), and providing inspection services for the new lift station electrical system installation, for the new Water Treatment Plant Concentrate Lift Station and outfall system.

Origination:

Engineering Department

Financial Consideration:

This Amendment No. 3 increases the contract $135,000.00 for a total funding of $1,411,780.00 needed for this contract. This will be funded by GTUA 2023 Bond Funds.

Staff Recommendation:

Staff recommends the approval of the Amendment No. 3 to the Professional Services Agreement with Pape-Dawson Engineers, Inc.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7294
2. Amendment No. 3
3. Res No. 6999 & Professional Services Agreement
4. Res No. 7067 & Amendment No 1
5. Res No. 7237 & Amendment No. 2
6. Location Map

RESOLUTION NO. 7294

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE AND OUTFALL DESIGN 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 3 to the Professional Services Agreement with Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant – Concentrate Discharge and Outfall Design Services, 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 May 2024

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

AMENDMENT NO. 3

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND PAPE-DAWSON ENGINEERS, INC. (ENGINEER)
FOR THE CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES

Dated December 8, 2022 ("Original Agreement")

This Amendment No. 3 serves to increase the original contract fees under the Original Agreement based on the following **additional** work to the project scope as detailed in the attached Exhibit A1: "Amendment 3 - Scope of Services."

The contract amount under the Original Agreement shall be increased by a fee not to exceed $135,000 as presented in the attached Exhibit B1: "Amendment 3 – Project Design and Construction Services Budget Summary."

I. Basic Design Services

	Scope Item		Fee
1.0	Project Management	$	15,000
2.0	Culverts Design and Stream Design in White's Property	$	63,000
	Total Basic Design Services Amendment No. 3:	**$**	**78,000**

II. Sub-Consultant Services

	Scope Item		Fee
1.0	Surveying (Additional Work on Easements Acquisition)	$	32,000
2.0	Electrical and I&C – (Construction Inspection Services)	$	25,000
	Total Sub-Consultant Services Amendment No. 3:	**$**	**57,000**

	TOTAL AMENDMENT NO. 3 NOT TO EXCEED (TIME AND MATERIAL)	**$**	**135,000**

The Basic Design Services contract completion date shall be extended to June 30th, 2024. The Construction Inspection services by Electrical Sub-Consultant shall be extended to September 30th, 2025.

[Rest of page left intentionally blank]

This Amendment No. 3 shall be effective on the date it is executed by the last party to execute it. The OWNER and ENGINEER hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Basic Design Services	**Fee**
Concentrate Discharge and Outfall Design Services	$661,700.00
Amendment No. 1 Design Services	$135,200.00
Amendment No. 1 Additional PD Surveying Services	$18,280.00
Amendment No. 2 Design Services	$102,000.00
Amendment No. 2 Subconsultant Services	$131,000.00
Amendment No. 3 Design Services	$78,000.00
Amendment No. 3 Additional PD Surveying Services	$32,000.00
Total Basic Services	**$1,158,180.00**
Construction Services	
Construction Services	$228,600.00
Amendment No. 3 Subconsultant Services (Electrical Construction Inspection)	$25,000.00
Total Construction Services	**$253,600.00**
Total Not to Exceed (T&M)	**$1,411,780.00**

The parties hereby ratify and confirm all 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.3. 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, Amendment No.1 and Amendment No.2. This Amendment No.3, the Original Agreement, Amendment No.1 and Amendment No.2 contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No.3 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

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CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Bexar §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Cara Tackett of Pape-Dawson Consulting Engineers, 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 Pape-Dawson Consulting Engineers, 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 25th day of March, A.D. 2024.

Notary Public In and For Bexar County, Texas

My Commission Expires:

1/7/25

MEGHAN JANE GRACE
Notary Public, State of Texas
Comm. Expires 01-07-2025
Notary ID 12081891

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this _____ day of _____,2024.

OWNER:
CITY OF SHERMAN, TEXAS

_____
Clint Philpott, Assistant City Manager

ENGINEER:
PAPE-DAWSON CONSULTING ENGINEERS, LLC

_____
Cara C. Tackett, P.E.
Managing Principal, Water Resources

ATTEST:

_____
Linda Ashby
City Clerk

ATTEST:

_____
~~**Gabriele H. Dooley**~~ Vanessa Klus
~~**Office Coordinator**~~ Executive Assistant

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: _____

NAME: _____
CITY ATTORNEY

PROJECT DESCRIPTION

The City has selected Pape-Dawson Consulting Engineers, LLC (PD) to provide engineering consulting services for planning, design and construction administration associated with the concentrate discharge system within the water treatment plant in the City.

Per the ongoing negotiations with the property owners for easements required to install the force main, and the discharge earthen channel, the tasks listed below were added to our design services.

The City also requested additional construction inspection services during the electrical equipment installation at the pump station.

This amendment to the scope of services includes the following tasks:

Task 4.4: Adding 2 additional Culverts in White's Property

- Modifications to the designed discharge earthen channel to include two additional culverts to incorporate the property owner's request.
- Modifications to the design documents to re-grade the finished surface around the earthen channel for minimal disturbance, adjacent to the new culverts.
- Increase in scope of support services.

Task 4.5: Adding Existing Stream Rehabilitation to the White's Property West Boundary fence

- Modifications to the design documents to extend the earthen channel design by approximately 100 to 150LF to the west boundary fence line of the property.
- Rehabilitate the existing stream within White's property to convey the flows away to the jurisdictional intermittent stream at the identified location by the fence line.
- Design the extension of the earthen channel to incorporate the property owners request for minimal disturbance and adequate re-grading on site.
- Additional coordination with the City and the property owner for access.

Task 5.1: Additional Survey services

- Additional surveying service for the stream extension towards the west fence line.
- Additional surveying services required for the easement acquisitions at Young's and Spear's properties.
- Additional surveying services required for the easement acquisitions at the 101 Rancher's property for force main alignment adjustment and along FM 1417.

- Additional surveying services required for the easements and documentation for Oncor OHE from their existing electrical poles to the pump station site.

Task 5.2: Additional Electrical Construction Inspection Services

- Inspection services during electrical equipment installation at the pump station.

ASSUMPTIONS

A. This amendment is for the design phase services and electrical construction inspection services of the concentrate discharge system.

EXHIBIT B1

AMENDMENT NO. 3 - PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

	Scope Item	**Fee (Lump Sum)**
1.0	Project Management	$ 15,000
2.0	Construction Documents Design Phase (90% and 100%)	$ 63,000
	Total Basic Design Services Amendment No. 3:	**$ 78,000**
II.	**Sub-Consultant Services**	
1.0	Surveying	$ 32,000
2.0	Electrical (Construction Inspection Services)	$ 25,000
	Total Sub-Consultant Services Amendment No. 3:	**$ 57,000**

TOTAL AMENDMENT NO. 3 NOT TO EXCEED (T&M) $135,000

PAPE-DAWSON ENGINEERS

Project Name: Concentrate Discharge and Outfall Design Services

Date of Estimate: 3/6/2024
Date (revised): 3/18/2024
Estimator's Initials: SSG/KSK

Additional Services - Additional Culverts, Stream Rehab, Electrical Construction Inspection

		Original Scope		North Pond	VE Services	BP1 & 2 - DC & FM	Splitter Box	
		Design Fees	**Construction Services**	**Amendment #1 Fees**	**Amendment #2A Fees**	**Amendment #2B Fees**	**Amendment #2C Fees**	**Amendment #3 Fees**
Task 1.0	Project Management	$ 44,000.00			$ 18,900.00	$ 8,100.00		$ 15,000.00
Task 2.0	Off-Site Forcemain Easement Acquisitions	$ 68,000.00						
Task 3.0	30% Design Phase	$ 165,000.00		$ 66,200.00				
Task 4.0	Construction Documents Design Phase	$ 175,000.00		$ 69,000.00	$ 48,000.00	$ 27,000.00		$ 63,000.00
Task 5.0	Construction Phase		$ 175,000.00					
	Subtotal- Pape-Dawson Engineers	***$ 452,000.00***	***$ 175,000.00***	***$ 135,200.00***	***$ 66,900.00***	***$ 35,100.00***		***$ 78,000.00***
Sub-Consultants								
	Survey	$ 11,600.00		$ 18,280.00		$ 49,000.00	$ 12,000.00	$ 32,000.00
	Electrical and I&C (Gupta & Associates, Inc)	$ 90,800.00	$ 32,500.00		$ 29,000.00			$ 25,000.00
	Geotechnical (D&S Engineering Labs)	$ 8,000.00					$ 5,000.00	
	Structural (JQ Infrastructure)	$ 80,600.00	$ 21,100.00		$ 22,000.00			
	SUE (The Rios Group)	$ 18,700.00					$ 7,000.00	
	Easement Acquisitions				$ 7,000.00			
	Subtotal- Subconsultants	***$ 209,700.00***	***$ 53,600.00***	***$ 18,280.00***	***$ 58,000.00***	***$ 49,000.00***	***$ 24,000.00***	***$ 57,000.00***
	Estimated Project Fees =	**$ 661,700.00**	**$ 228,600.00**	**$ 153,480.00**	**$ 124,900.00**	**$ 84,100.00**	**$ 24,000.00**	**$ 135,000.00**

Original Contract = $ 890,300.00
Amendment #1 = $ 153,480.00
Amendment #2 = $ 233,000.00
Amendment #3 = $ 135,000.00
Total Estimated Design + Construction Services Fees = $ 1,411,780.00

PAPE-DAWSON ENGINEERS

Project Name: Concentrate Discharge and Outfall Design Services
Date of Estimate: 3/6/2024 **Revised:** 3/18/2024
Estimator's Initials: SSG/KSK **Additional Services - Additional Culverts, Stream Rehab, Electrical Construction Inspection**

				Labor Charges						
				Principal In Charge	Technical Manager (QAQC)	Design Leader	Project Engineer	Admin	CADD Technician	**Total Fee by Task**
			Rate	$ 386	$ 386	$ 371	$ 227	$ 175	$ 165.00	
			Employee	Matt Garcia	Keefer	Gunavante	Looney, Hughes, Alexander			
Task 1.0-		**Project Management**								
	1.1	Regular Meetings		2.00	4.00	16.00	4.00	4.00		
	1.2	Project Coordination of Subconsultants			2.00	6.00	6.00			
			Subtotal- Task 1 (Hours)	2.00	6.00	22.00	10.00	4.00	-	
			Subtotal- Task1 (Fee)	$ 772.00	$ 2,316.00	$ 8,162.00	$ 2,270.00	$ 700.00	$ -	**$ 15,000**
Task 4.4-		**Adding Culverts in White's Property**								
	4.4.A	2 Culverts Design		1.00	4.00	16.00	32.00	2.00	8.00	$ 17,000
	4.4.B	Grading around the Culverts				16.00	24.00	2.00	8.00	$ 13,100
			Subtotal- Task 4.1 (Hours)	1.00	4.00	32.00	56.00	4.00	16.00	
			Subtotal- Task 4.1 (Fee)	$ 386.00	$ 1,544.00	$ 11,872.00	$ 12,712.00	$ 700.00	$ 2,640.00	**$ 30,000**
Task 4.5-		**Stream Rehabilitation through White's Property**								
	4.5.A	100LF of existing Stream rehabilitation		1.00	4.00	24.00	32.00	4.00	12.00	$ 21,000
	4.5.B	Grading around the stream			2.00	12.00	20.00		12.00	$ 12,000
			Subtotal- Task 4.2 (Hours)	1.00	6.00	36.00	52.00	4.00	24.00	
			Subtotal- Task 4.2 (Fee)	$ 386.00	$ 2,316.00	$ 13,356.00	$ 11,804.00	$ 700.00	$ 3,960.00	**$ 33,000**
Task 5.1-		**Survey**								
		Survey For the existing stream on West side of White's								$ 7,400
		Survey For Easement Acquisitions at Young's & Spears								$ 7,600
		Additional Easements/Adjustments for 101 Ranchers								$ 5,600
		Additional survey and Easements documents for Oncor								$ 4,200
		Survey For changed alignment on 101 Ranchers								$ 7,000
			Subtotal- Task 5.1 (Hours)							
			Subtotal- Task 5.1 (Fee)							**$ 32,000**
Task 5.2-		**Sub-Consultants**								
		Electrical (Construction Inspection Services)								**$ 25,000**

RESOLUTION NO. 6999

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE AND OUTFALL DESIGN 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, 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 Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant – Concentrate Discharge and Outfall Design Services, 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 5th 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

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

Linda Ashby
CITY CLERK, SHERMAN, TEXAS

ISSUED: 12·13·2022

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

PAPE-DAWSON ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

Made as of the 5th day of December ,2022:

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

and Consultant: **Pape-Dawson Engineers, Inc.**
5810 Tennyson Parkway, Suite 425
Plano, TX 75024
Telephone: (210) 420-8494

for the following Project: **Sherman Water Treatment Plant – Concentrate Discharge and Outfall Design Services**

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

WHEREAS, City desires to engage Consultant to provide professional program management services for major infrastructure ("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 key personnel of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for anyreason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unlesscircumstances 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 authorizedfrom time to time by City ("Amendment(s)").

12.1 **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 shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

12.2 **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 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, andConsultant 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 the Services, in an amount not to exceed eight hundred and ninety thousand, three hundred and 00/100 dollars **($890,300.00)** ("Consultant's Fee") on a Time and Material basis as set forth in **Exhibit B;** and
(b) paid in accordance with this Article 3 and the Project Budget Summary as set forth in **Exhibit B.**

3.1.1 **Completion of Program Documents** City and Consultant agree that the completion of Program Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Program 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 ("GADD"), 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, the Design Consultantshall 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 in writing, 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.

3.2 **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
Administrative Assistant	$175
Construction Inspector	$196
CADD Technician	$165
Data Analyst	$185
Design Leader	$371
Document Manager	$175
Engineer	$206
Environmental Scientist	$175
Geospatial Staff	$185
GIS Analyst	$216
GIS Manager	$340
GIS Specialist	$149
GIS Web Developer	$216
IT / PMIS Support	$288
Legal Counsel	$438
Partnering Facilitator	$438
Principal In Charge	$386
Program Controls Manager	$371
Program Manager	$386
Project Engineer	$227
Project Manager	$288
Scheduler	$268
Sr. Construction Manager	$386
Sr. Environmental Manager	$371
Sr. Project Engineer	$288
Sr. Project Manager	$371
Sr. Vice President	$397
Technical Manager (QA/QC)	$386
Technical Practice Leader	$386

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 direct charges on said invoice. Upon request, additional background material may include, but is not limited to, 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 via electronic fund transfer for said invoices within thirty (30) days following receipt and acceptance thereof.

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 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.

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 KeyRating 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 RECORDSNENDOR 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 thisconnection, 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 remaining 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 anydefault 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:

Cara Tackett, P.E,
Managing Principal, Water Resources
Pape-Dawson Engineers, Inc
5810 Tennyson Parkway, Suite 425
Plano, TX 75024
Telephone: (210) 420-8494
Email: ctackett@pape-dawson.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 Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (GADD).

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. Loe. 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 thereare no other parties or entities required to execute this Agreement in order for thesame to be an authorized and binding agreement on the other party for whom theindividual 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 lime, 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 **Key Personnel** - The following Consultant staff are identified as key personnel: Program Manager, Technical Manager (QA/QC), Program Controls/Scheduler, Water Treatment Plant (WTP) Expert, Reverse Osmosis (RO) Expert, and Alternative Delivery & Construction Liaison.

12.20 **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.

12.21 **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.

12.22 **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.

12.23 **Appropriation of Funds** - Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2021-2022 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 paymentof any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.

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.

12.26 **Duty to Facilitate Compliance with Public Information Act-**

(a) The obligations in this provision apply if this Agreement (1) has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by City; or (2) results in the expenditure of at least $1 million in public funds for the purchase of goods or services by City in a fiscal year of the Sherman City Council.

(b) If this Agreement is described in subsection (a) above, Consultant shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Sherman for the duration of this Agreement;

(2) promptly provide to Sherman any contracting information related to this Agreement that is in the custody or possession of Consultant on request of Sherman; and

(3) on completion of this Agreement, either: (1) provide at no cost to City all contracting information related to the contract that is in the custody or possession of Consultant; or (2) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to City.

(c) As used in this provision, the term "contracting information" shall have the same meaning as that term is defined in Section 552.003, Texas Government Code.

(d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Consultant agrees that this Agreement can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

[Signature page follows.]

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:
Pape-Dawson Engineers, Inc.
a Texas corporation

By: _____
Cara C. Tackett, P.E,
Managing Principal, Water Resources

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 5th DAY OF December 2022.

LINDA ASHBY
NOTARY PUBLIC
STATE OF TEXAS
ID # 382275-0
My Comm. Expires 06-06-2026

Linda Ashby

NOTARY PUBLIC IN AND FO THE STATE OF TEXAS
My commission expires: 6/6/2026

STATE OF TEXAS §
§
COUNTY OF Bexar §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **Cara Tackett,** 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 **Pape-Dawson Engineers, Inc,** AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF November 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: January 29, 2024

ROSIE PEREZ
My Notary ID # 130517485
Expires January 29, 2024

Rosie Perez

PAPE-DAWSON ENGINEERS

Sherman
CLASSIC TOWN. BROAD HORIZON.

EXHIBIT A

November 3, 2022

Mr. Tom Pruitt, P.E.
Utility Engineer
City of Sherman
220 W Mulberry Street
Sherman, Texas 75091

Re: Sherman Water Treatment Plant – Concentrate Discharge and Outfall Design Services

Dear Mr. Pruitt:

We are pleased to present this proposal for providing design services in connection with the above referenced project. The scope of work for the design services for the brine discharge outfall at the Water Treatment Plant (WTP) is to install a pump station to convey the effluent from the final settling ponds to the Texas Commission on Environmental Quality (TCEQ) permitted outfall. The WTP is located west of LaCima Road and south of Grayson Drive in the City of Sherman. The proposed pump station would be located at the southern end of the WTP site, at the southeast corner of the existing final settling ponds. The project includes the following design and construction activities:

- Approximately 2,500-feet of force main. The City requires the design to size the force main to service current and future flows. The proposed alignment of the force main is to install the pipe from the pump station, go past the existing final settling ponds, through a private property, go across N. Heritage Parkway (FM 1417), and discharge into the proposed outfall infrastructure and a discharge channel. The discharge channel shall be earthen-lined and erosion protected. Necessary survey, easement acquisitions, and geotechnical studies required for the force main and its discharge channel are included in this scope. It is assumed that a bore will be required to install the force main under FM 1417.
- The design and construction of a proposed, pump station to be located just east of the final settling ponds. The pump station and force main system design includes the capability to convey a future flow of approximately 7.0 million gallons per day (MGD, ultimate) to the discharge outfall infrastructure. The proposed pump station will consist of outfall structures at the final settling ponds, piping to convey the flows to the pump station, a cast-in-place wet well with anti-vortex baffle walls, pumps, an electrical building to house the electrical equipment, a backup generator, a SCADA system, associated grading and drainage improvements, an all-weather access drive, yard lighting poles, and security fencing. The pump station and force main design will be based on the TCEQ Lift Station Design and Construction Guidelines.

Our proposed scope of services and associated fees are as follows:

1.0 PROJECT MANAGEMENT (TASK 501)

This task includes overall management of the project's design and construction, coordination of subconsultants, the City of Sherman (the City) and public agencies and property owners. Project Management services will be provided over an 18-month period to include design, bidding and construction administration.

1.1 PROJECT OVERSIGHT

1. Coordinate regular meetings and project participants as appropriate.
2. Maintain communications with the City throughout the process.

1.2 PROJECT COORDINATION WITH SUBCONSULTANTS

Coordinate subconsultant services in support of the project:

1. Topographic Survey
2. Subsurface Utility Engineering (SUE)
3. Geotechnical Investigation and Reports
4. Pump Station Electrical and Instrumentation Design Consultant
5. Pump Station Structural Design Consultant

2.0 OFF-SITE FORCEMAIN EASEMENT ACQUISITIONS

This task includes overall management of project's easement acquisitions for the off-site force main alignment from the pump station to convey the brine effluent to the discharge infrastructure. The current alignment includes four (4) properties. The task is broken down as follows:

2.1. FIELD SURVEY DEVELOPMENT (TASK 190)

1. Obtain right of entry survey permission from landowners for tracts and support survey in required documentation.
2. Prepare preliminary and final field survey for each property parcel, including field note descriptions, survey exhibits, and aerial photo exhibits for use by the City in easement acquisition and securing rights-of-access.

2.2 EASEMENT DOCUMENTS (TAXABLE)(TASK 109)

This item represents allowance for preparation of field notes, exhibits, and related documents and includes the following:

1. Provide support services to aid in securing four (4) sets of appropriate permanent and temporary construction easements for the off-site water force main and its discharge infrastructure.
2. Included is all appropriate documentation, agent logs and records of communication, and fully executed easement documents.
3. With regards to the crossing at N. Heritage Parkway (FM 1417), provide support and/or engage with Texas Department of Transportation (TxDOT) in obtaining any permit(s) and/or agreements as applicable under the Texas Administrative Code, Title 43, Rule §21.36, "Rights of Utilities".

2.3. RIGHT-OF-WAY (ROW) ACQUISITION SUPPORT (TAXABLE)(TASK 108)

1. Provide support services for ROW acquisition, title research, and certificates for the four (4) tracts for off-site water force main and its discharge infrastructure.
2. Review project scope and prepare Initial Offer Letters (IOL).
3. Research ownership for the subject tracts and prepare run-sheets and Limited Certificate of Title (LCT).
4. ROW acquisition and negotiations process following the Eminent Domain laws in Texas.
5. Complete ROW documentation, agent logs, notes, and fully executed easement documents.

2.4. APPRAISAL SERVICES (TASK 390)

1. Provide opinion of market value for the four (4) tracts for the off-site water force main.

2.5 EASEMENT ACQUISITION LEGAL SUPPORT (TASK 391)

1. Provide negotiation support services.
2. All acquisition support services will adhere to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (the Uniform Act) and the Code of Federal Regulations (CFR) Section 49, Part 24. Each property owner will be provided the Landowners Bill of Rights as prescribed by the Texas Legislature in Texas Government Code Section 402.031 and Chapter 21 of the Texas Property Code.
3. Drafting original documents.

3.0 30% DESIGN PHASE

3.1 30% DESIGN SERVICES (TASK 202)

This task includes evaluation of pump station site location and finalize the off-site force main alignment and its discharge infrastructure. The analysis includes the evaluation of the influent infrastructure, pipes and pump station sizing necessary to convey the estimated flows through the proposed system. The design will be based on ultimate flows to be treated at the WTP.

General Design:

1. Conduct up to two (2) site visits as required to become familiar with the project and surrounding area.
2. Prepare meeting documents and conduct a kick-off meeting with City staff on design of the different components required for this project.
3. Conduct regular meetings City staff. Prepare meeting agenda and summarize action items and pending decisions resulting from the meeting. This scope assumes a total of four (4) virtual meetings.
4. Gather information (e.g. as-built documents, block maps, engineering reports, etc.) for the project. Coordinate with City and other utility providers as needed.

5. Develop schematic layouts and drawings in sufficient detail to finalize the on and off-site force main alignment, the influent and discharge infrastructures, and the pump station site plan.
6. Coordinate with SUE and utility agencies to identify potential conflicts with existing underground utilities.
7. Determine if any existing utility conflicts occur along the proposed force main alignment (both on and off site) and propose alternatives required to avoid these conflicts.
8. Identify permitting agencies and key stakeholders (e.g. City of Sherman, Collin County, TCEQ, TxDOT, and others as appropriate), develop a plan for coordination activities with various stakeholders during the design. This scope assumes one (1) meeting with each of the permitting agencies.
9. Identify permitting requirements and prepare a permit log including all permits required for the project.
10. Coordinate the design with federal, state, and local agencies to abide by all of the latest applicable rules, regulations, ordinances, and codes for development of the design plans and supporting documents.
11. Recommend additional required field investigation to include geotechnical investigation, environmental, archaeological, topographic survey, subsurface utility (SUE), and any other field investigation as needed.
12. Conduct preliminary evaluation of construction methods (open cut, boring, trenchless, etc.) for the force main.
13. Prepare 30% construction plans based on the design tasks above.
14. Prepare 30% Opinion of Probable Construction Costs (OPCC), AACE Level 4.
15. Perform internal quality management prior to submitting the plans to City for review.
16. Update the project schedule.

Pump Station Design:

1. Prepare schematic pump station plans and force main alignment, listing anticipated details, and listing of anticipated specification section headings.
2. Provide draft Electrical, Instrumentation, and SCADA sections of the Engineering Report.
3. Provide electric one line diagram, P&ID, and preliminary site plan.
4. Prepare a preliminary site plan to include grading and drainage design, analysis of TCEQ storm water quality treatment requirements, analysis of how the site will be accessed, utility service connections and routing, and permitting implications. This includes coordination of geotechnical boring locations.
5. Prepare 30% preliminary documents.
6. Prepare 30% OPCC, AACE Level 4 for the pump station infrastructure.

Subconsultants:

1. Provide necessary field survey services and site reconnaissance to develop schematic layouts and drawings in sufficient detail to finalize the on and off-site

force main alignment, the influent and discharge infrastructures, and the pump station site plans.

2. Coordinate with the utility agencies as needed, conduct utility investigation, and locate all the existing underground utilities within the project scope as identified and required to install the pump station and its appurtenances.
3. Coordinate with the geotechnical, structural, electrical, and instrumentation subconsultants to establish the 30% design requirements.

3.2 JURISDICTIONAL WATERS DELINEATION (TASK 233)

This task includes a Section 404 (Clean Water Act) preliminary jurisdictional determination for the proposed project area to confirm the presence or absence of wetlands and/or other "waters of the US" and applicable permitting requirements as related to Section 404 of the Clean Water Act. This determination will be conducted according to the methodology prescribed by the 1987 US Army Corps of Engineer (USACE) Wetland Delineation Manual and applicable Regional Supplement and will include a literature review, as well as a detailed field reconnaissance to gather necessary information for future delineation efforts. A report is to be prepared with a map of areas that would potentially be under the jurisdiction of the USACE according to the most recent guidance, data forms, soils, vegetation, and hydrology analysis. A summary of impacts, if known, to jurisdictional waters as defined in the Federal Wetland Regulations 33 Code of Federal Regulations (CFR) Part 328 and the Clean Water Act as was done prior to the 2015 rule, including the Supreme Court decision in Rapanos v. United States, 547 U.S. 715 (EPA & USACE 2008), which requires application of the "significant nexus" standard by the USACE and Environmental Protection Agency joint guidance on jurisdictional determinations is also to be provided.

3.3 ENDANGERED SPECIES ASSESSMENTS (TASK 322)

An endangered species habitat assessment for compliance with the Endangered Species Act will be conducted on the site and reviewed by a USFWS-permitted biologist. Pape-Dawson will also coordinate with the Texas Parks and Wildlife Department to determine if there are any previously recorded federally listed or rare species on the site. A delineation of any habitat for any of the species listed by the US Fish and Wildlife Service as having the potential to occur in the project site county will be included in a summary memo.

**Site Visit is to be conducted at the same time as the WOUS Delineation; if not additional fees could accrue.*

3.4 ARCHAEOLOGICAL PERMIT ACQUISITION (TASK 239)

For projects located on land owned by a public entity or otherwise granted to a political subdivision of the state, compliance with the Antiquities Code of Texas as implemented by the Texas Historical Commission (THC) is required. As the proposed project area is to be granted to City of Sherman and potentially anticipates federal

permitting through the USACE, the following scope of work is intended to provide compliance with the ACT, and Section 106 of the NHPA.

Prior to project construction and initiating fieldwork, Pape-Dawson archaeologists to obtain an Antiquities Permit from the Texas Historical Commission (THC) in compliance with the Antiquities Code of Texas. This permit to include a research design detailing the project approach and proposed archaeological methods. Data gathered from the cultural resources background study to be included in the research design accompanying the permit application. Background study to include a literature and records review to determine if the proposed project area was previously investigated for cultural resources and to identify any cultural resources recorded within a review area not to exceed a 1-kilometer (0.6-mile) radius from the proposed project area. The background study to include data from the Texas Historical Commission (THC) online Historic and Archaeological Sites Atlas to identify previously recorded archaeological sites, National Register of Historic Places-listed properties and districts, State Antiquities Landmarks, Official Texas Historical Markers, Recorded Texas Historic Landmarks, National Park Service Historic Trails, and cemeteries within the review area. In addition, Pape-Dawson cultural resources staff to examine soil, geological, and environmental data, as well as recent and historic-age maps and aerial photographs available online (as applicable).

3.5 CULTURAL/ARCHEOLOGICAL RESOURCES SURVEY (TASK 240)

Should the THC require that Pape-Dawson archaeologists conduct an intensive archaeological survey of the approximately 2,500 linear feet of project area, the results of a cursory review for scoping purposes only suggests that archaeological deposits, if present, would be located near the surface or shallowly buried at depths reachable by shovel test excavations.

A. Survey – Shovel Testing (up to 1 day)

Pape-Dawson archaeologists to perform a pedestrian survey of the project area supplemented by systematic shovel testing. Archaeologists to observe the ground surface along evenly spaced transects and erosional exposures along drainage features for cultural materials, archaeological features, and historic structures. Archaeologists to excavate a maximum of 17 shovel tests. Shovel tests to be approximately 30 centimeters in diameter, and to be excavated to sterile substrate, bedrock, water table, compaction, or to a maximum of 80 centimeters below the ground surface. Excavated shovel tests to follow the Council of Texas Archeologists' 2020 (CTA) survey standards and guidelines; however, shovel testing may be precluded by soil conditions, natural features, or disturbances. Soils to be screened through 1/4" hardware mesh unless otherwise dominated by clay. Clay soils to be finely divided and hand sorted. Shovel tests to be described, mapped using a submeter accurate GPS, and backfilled upon completion with excavated spoil and compacted by hand; no additional compaction or fill to be necessary.

If archaeological sites are found on the property, site boundaries are to be defined to the extent possible within the project area according to appropriate delineation techniques. Surficial and shallowly buried sites require a minimum of nine shovel tests, unless precluded by project limits or extent of landforms per CTA standards. Newly identified and/or revisited sites to be recorded on TexSite forms and filed with the Texas Archeological Research Laboratory (TARL) in accordance with CTA guidelines.

Diagnostic artifacts (for example projectile points or glass bottles) to be collected. A representative sample of non-diagnostic artifacts (for example lithic debitage or window glass shards) observed during the survey to be photographed and documented in the field but are not intended to be collected. At the discretion of the Principal Investigator, non-diagnostic artifacts may be collected during the survey.

Notes:

i. *If additional compliance not outlined above arises subsequent to this proposal, additional services may be necessary.*
ii. *Project area not to exceed approximately 2,500 linear feet in length and a 50-foot wide corridor (2.92 acres total).*
iii. *If proposed project limits change after the initiation of the investigation, additional services may be required.*
iv. *Right-of-entry to be obtained prior to field investigation.*
v. *Assumes one continuous field mobilization with unfettered project area access. If more than one field mobilization is required due to denial of right-of-entry, additional services may be required.*
vi. *Field costs are based on estimated maximum total of one (1) business day of survey for a crew of two; if additional investigation is required, additional services may be necessary.*
vii. *Assumes a 10-hour day for field investigations.*
viii. *Archival research may be necessary if historic archaeological sites and/or historic-age resources are located within the project area. Archival research to be negotiated under a separate scope and fee.*
ix. *Assumes one (1) archaeological site to be recorded or revisited that does not exceed 0.75 acre in size. If more than one (1) site or a site greater than 0.75 acre in area is encountered, additional services may be necessary.*
x. *Assumes that none of the project area has been previously inventoried in compliance with current CTA standards.*
xi. *A maximum of two (2) archaeological features to be observed and documented in the field. If more than two (2) archaeological features are encountered, additional services may be necessary.*
xii. *Feature documentation to consist of standard excavation and documentation techniques (GPS mapping, photography, measurements, and description). If features are determined to be potentially significant, additional*

documentation (TDS, LiDAR, and/or 3D modeling) may be required and additional services may be necessary.

xiii. *If a potentially significant archaeological site is located during survey that cannot be preserved and buffered, any required archaeological testing and/or data recovery (hand-excavated units and/or column samples) would be covered under an additional services request.*

xiv. *Human burials or other physical manifestations of graves are NOT likely to be encountered during the field work. If found, additional regulatory requirements and fees may apply if the area cannot be avoided and buffered.*

xv. *No special analyses (e.g. flotation, macrobotanical analysis, and radiocarbon dating) to be conducted as part of this work. If artifacts encountered that require special analyses, additional services may be necessary.*

B. Report

Following the completion of fieldwork and analysis, Pape-Dawson to produce a report per the CTA guidelines. This field data, along with soils and geology for the project area, and background literature review to be included in the report. The report to also detail the methods and results of the field efforts and include maps showing the location of recorded archaeological site and/or historic-age structure(s). In addition, the report to include eligibility assessments of significance if archaeological sites are present within the project area. Pape-Dawson to produce the required number of reports and distribute them to the appropriate regulatory agency(s) for review and approval. One round of agency comments to be addressed, if necessary.

C. Artifact Analysis and Curation

Collected artifacts to be washed in water and air-dried on drying racks or dry-brushed prior to analysis. Archaeologists to review and categorize the artifacts according to class and material type and include results in the report. Analysis costs are estimates only; actual costs vary according to the number of artifacts recovered and the amount of paperwork generated. Select collected materials and field-generated paperwork to be prepared in accordance with THC requirements for State Held-in-Trust collections and submitted to the Center for Archeological Research at the University of Texas at San Antonio upon acceptance of the final report pursuant to requirements in the permit.

Notes:

i. *A maximum of 10 artifacts to be collected for laboratory analysis. If more than 10 artifacts are collected, additional services may be necessary.*

ii. *A maximum of 30 artifacts to be observed and documented in the field without collection. If more than 30 artifacts are encountered, additional services may be necessary.*

3.6 DIRECT EXPENSES (REIMBURASABLES) (TASK 503)

Reimbursable expenses include GPS unit, digital camera, field vehicle, materials/reproduction, and TARL site form fee(s).

3.7 PUMP STATION AND FORCE MAIN DESIGN REPORT (TASK 901)

1. A pump station and force main design report to be prepared in general conformance with TCEQ Chapter 290 pump station design guidelines.
2. Prepare and provide preliminary calculations for pump station and force main sizing including pump requirements, design head, sizing, flow determination, force main velocities, surge pressures, storage requirements buoyancy calculations, detention and cycle times, flush times, pump station and force main alignment maps, pump cut sheets, and system vs. pump curves.
3. Prepare and provide preliminary design documents and necessary calculations for sizing the influent infrastructure at the final settling ponds to convey flows to the pump station.
4. Prepare and provide preliminary design documents and necessary calculations for sizing the outfall infrastructure at the force main discharge location.
5. Incorporate City comments from 30% design review.

3.8 PERMITTING (TASK 390)

1. Prepare and submit Collin County Right-of-Way permit for the crossing.
2. Prepare engineering report for submittal with construction drawings for review and approval.
3. Provide regular communications and teleconference as appropriate during permitting process.

3.9 SUPPLEMENTAL SERVICES

Pre-Construction Notice (Task 290)

Pape-Dawson proposes to prepare a Pre-construction Notice Application submittal package, if needed, in accordance with the USACE Ft. Worth District permits released March 19, 2017 and all necessary supporting material as per "Part IV: Attachments" of the referenced forms. This scope of work assumes impacts will be under 0.5 acres, under 300 linear feet of stream, and no mitigation required.

Note: If impacts are over 0.5 acres, over 300 linear feet, or if mitigation is required, additional coordination with the USACE and additional services will *be required along with mitigation fees.*

4.0 CONSTRUCTION DOCUMENTS DESIGN PHASE

4.1 90% DESIGN SERVICES

This task will not begin until the City has accepted the proposed 30% construction plans developed in Task 3.

General Design:

1. Develop final 90% construction drawings for the proposed Brine discharge infrastructure per City requirements including:
   a) General Notes, quantities, existing and proposed easements, project control map, contractor access and staging plan, abandonment plan (if any), Plan and profile drawings, boring plans and details, preliminary tree permit and tree protection, standard details, and any project specific details.
2. Prepare 90% OPCC for the project.

Pump Station and Force Main Design:

1. Prepare 90% construction plans including includes coversheet, general notes, overall alignment, influent infrastructure, pump station site, paving, dimensional control, utility, grading and drainage plans, force main plans and profiles, discharge outfall structure, and construction details. Specifications include coversheet, index, and specifications.
2. Prepare 90% OPCC.
3. Provide the mechanical, electrical, instrumentation, and SCADA sections of the Engineering Report.
4. Prepare documents for City and TCEQ submittals.

Subconsultants:

1. Coordinate with the surveyors, SUE, and geotech subs for any additional information required during this design phase. Coordinate 90% design input from the structural, electrical, and instrumentation subconsultants.

4.2 100% DESIGN SERVICES (TASK 202)

This task assumes that the influent structure, pump station, force main and the outfall structure will be constructed under one construction contract. This task will commence after receiving the City's and TCEQ's comments from the submitted 90% construction documents. This task includes services to address one round of comments received from TCEQ and the City from the 90% submittal.

1. Develop final 100% construction drawings for the proposed Brine discharge infrastructure per City requirements.
2. Incorporate the 90% design review comments by the City and TCEQ, if any.
3. Coordinate 100% design input from geotech, structural, electrical, and instrumentation subconsultants.
4. Prepare final 100% OPCC for the project.

4.3 BIDDING AND AWARD PHASE SERVICES (TASK 401)

This task anticipates a public bidding process for one (1) construction package procured through the City.

1. **Bidding Services**
   a) Prepare bid documents for advertisement and bidding by City.
   b) Coordinate with City on advertisement of project.

c) Attend and participate in pre-bid conference with City.
d) Prepare addenda, bid clarification responses as appropriate for distribution to bidders. Prepare revisions to plans, details, and/or specifications as appropriate.
e) Attend bid opening.

2. Award Services

a) Prepare an evaluation of bid proposals and develop recommendations for award, as appropriate.

5.0 CONSTRUCTION PHASE SERVICES (TASK 301)

This task anticipates a single, construction contract for the project. It is anticipated that construction will require approximately 12 months.

5.1 Pre-Construction Coordination

a) Coordinate Pre-Construction Conference for construction project. Provide written summaries and directives as appropriate.
b) Coordinate with the contractor for a one-time placement of a maximum of ten (10) project control points providing horizontal and vertical control for development of cut sheets and construction staking by the contractor to be used for the construction of the proposed force main.
c) Provide contractors with a project control and information drawing with project coordinates, control points and benchmark elevations, in hard copy and electronic (AutoCAD) formats.

5.2 Construction Observation Services

<u>General Civil:</u>

a) Make twelve (12) site visits during the construction period to review progress and construction procedures. Prepare and distribute a construction observation report for the site visits.
b) Review contractor submittals; provide comments and/or acknowledgements as appropriate.
c) Review contractor's shop drawings, requests for information, change order requests, and construction staking information and calculations.
d) Attend bi-weekly meetings for the project with contractors, and City representatives. Prepare written summaries of meetings and distribute to attendees.
e) Review contractors' applications for payment with accompanying data and updated schedule adjustments, and recommend amounts for payment, and amounts of retainage. Forward updated construction schedules and payment applications to City for processing and payment.
f) Attend substantial completion walkthrough and prepare punchlist for contractor.

Subconsultants:

a) Make six (6) visits during the construction period to site to review progress and construction procedures. Prepare and distribute a construction observation report for the site visits.
b) Review contractor submittals; provide comments and/or acknowledgements as appropriate.
c) Review contractor's shop drawings, requests for information, change order requests, and requests for information and calculations.
d) Attend substantial completion walkthrough and prepare punchlist for contractor.
e) Provide 1 day of on-site commissioning support during startup and testing. Provide guidance as needed. Programming to be done by City. Adjustment /installation of equipment, testing and start-up services to be provided by Contractor.

5.3 Record Drawing Services

a) Review interim and final record drawing information prepared by Contractor. Provide comments to Contractor as appropriate for correction and resubmittal. This is limited to one (1) round of review and comments for final record drawings.
b) Prepare record drawings in City-approved format of completed improvements, based on information provided by Contractor, and submit to City in Mylar and AutoCAD electronic format.

SUBCONSULTANTS

A. Electrical Subconsultant	*(Scope by Gupta Associates Inc.; attached)*
B. Structural Subconsultant	*(Scope by JQ Infrastructure; attached)*
C. Geotechnical Subconsultant	*(Scope by D&S Engineering; attached)*
D. Subsurface Utility Consultant	*(Scope by The Rios Group; attached)*
E. Surveying Subconsultant	*(Scope by Bowman; attached)*

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Agency review fees, impact fees, and platting fees are not included herein.*
- *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*
- *Additional services required by the City which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*
- *Changes made to the force main alignment after design has begun will constitute a change of scope and additional fees will be required.*

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Engineers, Inc.

CITY OF SHERMAN

Matt Garcia
Vice-President

Signature: _____
Name: _____
Title: _____
Date: _____

Cara C. Tackett, P.E.
Managing Principal, Water Resources

W:\projects\703\68\01\Contracts\Brine Discharge Design\Revised Nov 14\Exhibit A - Sherman concentrate discharge and outfall design services - Scope of Workrev111422.docx

EXHIBIT B

PAPE-DAWSON ENGINEERS

Project Name: Concentrate Discharge and Outfall Design Services

Date of Estimate: 10/21/2022

Date (revised): 11/11/2022

Estimator's Initials: SSG/KSK

		Design Fees	Construction Services
Task 1.0	Project Management	$ 44,000.00	
Task 2.0	Off-Site Force main Easement Acquisitions	$ 68,000.00	
Task 3.0	30% Design Phase	$ 165,000.00	
Task 4.0	Construction Documents Design Phase	$ 175,000.00	
Task 5.0	Construction Phase		$ 175,000.00
	Subtotal- Pape-Dawson Engineers	***$ 452,000.00***	***$ 175,000.00***
Sub-Consultants			
	Survey (Bowman)	$ 11,600.00	
	Electrical and I&C (Gupta & Associates, Inc)	$ 90,800.00	$ 32,500.00
	Geotechnical (D&S Engineering Labs)	$ 8,000.00	
	Structural (JQ Infrastructure)	$ 80,600.00	$ 21,100.00
	SUE (The Rios Group)	$ 18,700.00	
	Subtotal- Subconsultants	***$ 209,700.00***	***$ 53,600.00***
	Estimated Project Fees =	**$ 661,700.00**	**$ 228,600.00**
Total Estimated Design + Construction Services Fees =		**$ 890,300.00**	

EXHIBIT F

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.**

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.**

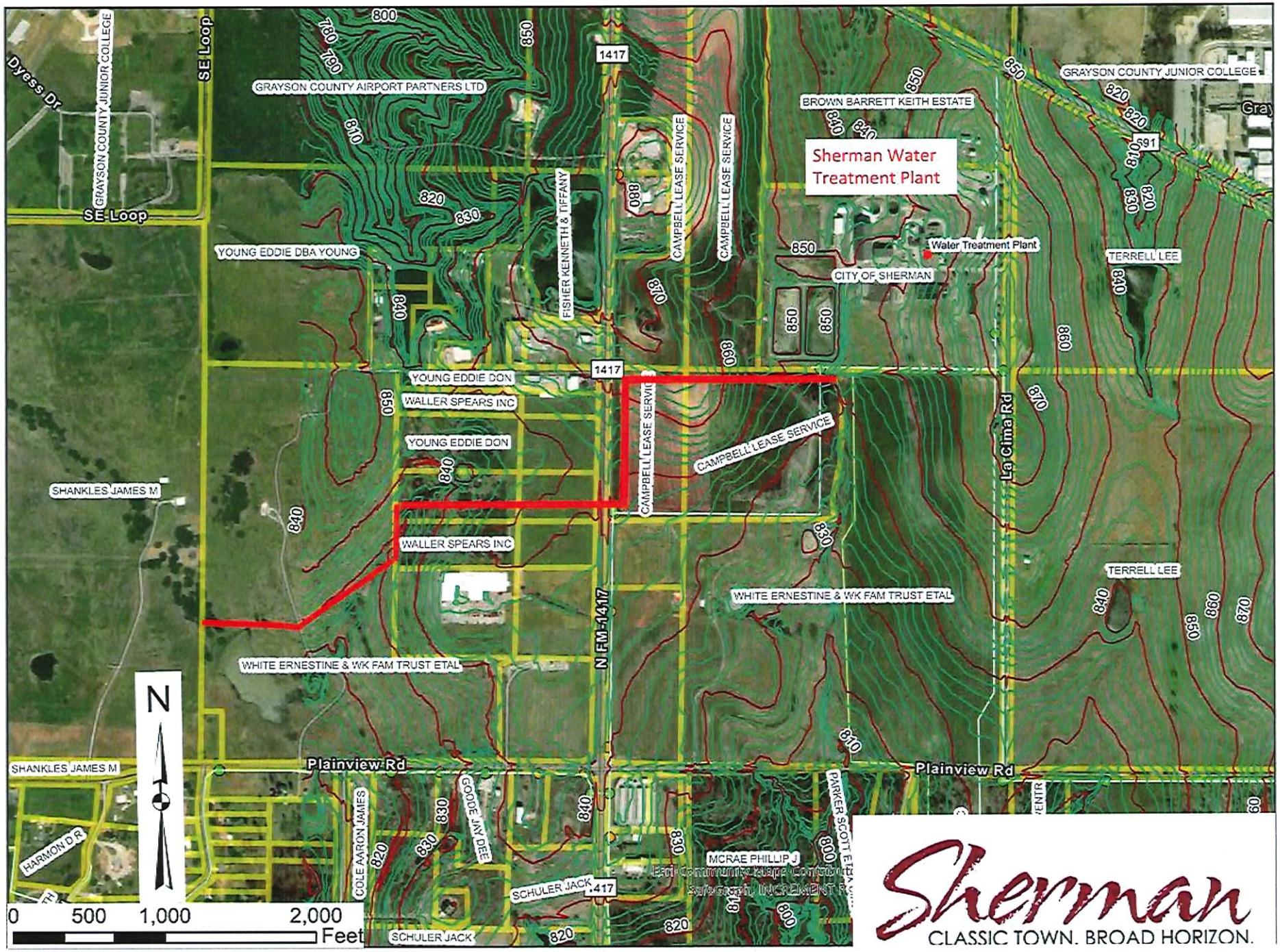
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

11/03/2022

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021


Sherman Water Treatment Plant
Water Treatment Plant
CITY OF SHERMAN
GRAYSON COUNTY AIRPORT PARTNERS LTD
GRAYSON COUNTY JUNIOR COLLEGE
BROWN BARRETT KEITH ESTATE
YOUNG EDDIE DBA YOUNG
YOUNG EDDIE DON
WALLER SPEARS INC
SHANKLES JAMES M
WHITE ERNESTINE & WK FAM TRUST ETAL
CAMPBELL LEASE SERVICE
FISHER KENNETH & TIFFANY
TERRELL LEE
La Cima Rd
N FM 1417
1417
591
Plainview Rd
SE Loop
Dyess Dr
HARMON D R
COLE AARON JAMES
GOODE JAY DEE
SCHULER JACK
MCRAE PHILLIP J
PARKER SCOTT ETRA
N
0 500 1,000 2,000 Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

RESOLUTION NO. 7067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE AND OUTFALL DESIGN 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, 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 Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant – Concentrate Discharge and Outfall Design Services, 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

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

Linda Ashby
CITY CLERK, SHERMAN, TEXAS

ISSUED: 6·16·2023

AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND PAPE-DAWSON ENGINEERS, INC. (ENGINEER)
FOR THE CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES

Dated December 8, 2022 ("Original Agreement")

This Amendment No. 1 serves to increase the original contract fees under the Original Agreement based on the following **additional** work to the project scope as detailed in the attached Exhibit A1: "Amendment 1 - Scope of Services."

The contract amount under the Original Agreement shall be increased by a fee not to exceed $153,480 as presented in the attached Exhibit B1: "Amendment 1 – Project Design Budget Summary."

I. Basic Services

	Scope Item		Fee
1.0	Preliminary Design (30%)	$	66,200
2.0	Construction Documents (90% and 100%)	$	69,000
3.0	Additional PD Surveying Services	$	18,280
Total Design Services Amendment No. 1:		**$**	**153,480**

TOTAL AMENDMENT NO. 1 NOT TO EXCEED (TIME AND MATERIAL)	**$**	**153,480**

The Design Services contract completion date shall be extended to June 30th, 2023.
[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 OWNER and ENGINEER hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Basic Services	**Fee**
Concentrate Discharge and Outfall Design Services	$661,700.00
Amendment No. 1 Design Services	$135,200.00
Amendment No. 1 Additional PD Surveying Services	$18,280.00
Total Basic Services	**$815,180.00**
Support Services	
Subconsultant Services	$228,600.00
Total Support Services	**$228,600.00**
Total Not to Exceed (T&M)	**$1,043,780.00**

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.

[Rest of page left intentionally blank]

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this 12 day of May, 2023.

OWNER:
CITY OF SHERMAN, TEXAS

Robby Hefton, City Manager

ENGINEER:
PAPE-DAWSON CONSULTING ENGINEERS, LLC

Cara C. Tackett, P.E.
Managing Principal, Water Resources

ATTEST:

Linda Ashby
City Clerk

ATTEST:

Gabriele H. Dooley
Office Coordinator

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: _____
NAME: Ryan D. Pittman
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Cara C. Tackett of Pape-Dawson Consulting Engineers, 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 Pape-Dawson Consulting Engineers, LLC, a Texas limited liability company, 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 18th day of April, A.D. 2023.

ROSIE PEREZ
My Notary ID # 130517485
Expires January 29, 2024

Rosie Perez
Notary Public In and For Bexar County, Texas

My Commission Expires:

January 29, 2024

PROJECT DESCRIPTION

The City has selected Pape-Dawson Consulting Engineers, LLC (PD) to provide engineering consulting services for planning, design and construction administration associated with the concentrate discharge system within the water treatment plant in the City. 30% design documents were submitted to the City on schedule in January 2023. PD is currently working on the 90% construction documents design phase. This amendment to the scope of services includes the following tasks specifically associated with the concentrate discharge system:

- One of the City's comments on the 30% design submittal was to include flows from the north pond to the new pump station
- Additional design service included research and study of the existing as-built drawings and other information related to the north pond, its existing discharge structure, and its drain piping.
- Modifications to the design calculations of flows to the proposed weir structure from the three ponds.
- Modifications to the force main design and it plan/profile drawings per the revised location of its outlet structure into the proposed discharge channel.
- Additional design service also included increased length (additional 2,000LF) of the discharge channel, per TCEQ draft discharge permit.
- Design a culvert to provide access across an existing driveway within a private property to due to the extended discharge channel through that property.
- Additional coordination with the City and the additional number of affected property owners for ROEs.
- Increase in scope of support Services (Survey, Geotech, Subsurface Utility Engineering).

I. ASSUMPTIONS

A. Size all the proposed modifications at the existing discharge structures and drainage piping from each of the three ponds to be 5MGD flows.
B. Size all the components of the concentrate discharge system downstream of the chamber where the three drainage pipes meet for 10MGD flows. These system components include the weir that regulates the flows from the three ponds, the wet well, pumps, discharge header piping, force main, discharge outlet structure, and discharge channel will be sized to handle 10MGD flows.
C. This amendment is for the design phase services of the concentrate discharge system.
D. The work performed for this project:

II. TASK SUMMARY, BASIC SERVICES

A. TASK A: PRELIMINARY DESIGN (30%)

a. Perform the preliminary design for the following facilities:
   i. Preliminary design of the alignment plan and profile of the drainpipe from the north pond to the weir structure at the pump station.
   ii. Required modifications to the existing discharge structure of the north pond to accommodate the increased size of the drainpipe.
   iii. Revise the force main design due to the increase in length and change in its discharge outlet structure location.
   iv. Revise the discharge channel design due to change in location of the force main's discharge outlet structure and increase in the channel length by approximately 2,000LF.
   v. Provide preliminary culvert design across the proposed discharge channel at the existing access road within White's property.
b. Research and study of the existing as-built drawings and other information related to the north pond, its existing discharge structure, and its drain piping.
c. Additional survey and SUE investigations at the north pond locations to determine any existing conflicts.
d. Design calculations to determine size of the drainpipe to convey 5MGD flows to the pump station with least head loss and minimal operational challenge of the weir control to regulate flows from the three ponds
e. Coordination with Garver to establish the alignment of the drainpipe from the north pond to the proposed pump station site, to avoid conflicts with their proposed piping and splitter box designs for the plant expansion project.

Deliverables: *Revised Preliminary Engineering Report during 90% submission*

B. TASK B: CONSTRUCTION DOCUMENTS (90% AND 100%)

a. Based on the Preliminary Design the Engineer shall prepare for approval by the City Drawings and Specifications that set forth in detail the requirements for the construction of the Project and comply with applicable laws, statutes, ordinances, codes, and regulations.

b. Contract Documents: The Engineer shall assist the City in preparation of necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the City and general contractor. Engineer will use the City's "front-end" documents for the Project. Engineer will use the Engineer's technical specifications.

c. Opinion of Probable Construction Cost: The Engineer shall develop opinion of probable construction costs (OPCC) at the 90-percent phases.

d. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required.

e. Coordinate with utility companies and furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.

Deliverables: *90% and 100% (Issued for Construction/IFC) documents, Engineer review comments on CMAR cost estimates, meeting minutes, decision logs*.

III. TASK SUMMARY, SUPPORT SERVICES

C. TASK C: SURVEY

Pape Dawson was compelled to terminate the survey task contract with Bowman, as they were unresponsive, missed meetings and deadlines, and did not provide any project related deliverables. Their original budget for the work was $10,500/-, but they provided a change order of $13,850/- as soon as they were requested to proceed with their survey work. If that change order was accepted, then their total budget would have been $24,350/-. Pape-Dawson's survey team was engaged who provided a "not to exceed" budget of $29,880/-, to include survey work at the north pond location, revised and increased force main and the extended discharge channel.

For the survey tasks, we are proposing to add the following survey categories to the Rate Table:

2-man Crew	$	224
3-man crew	$	287
Survey Manager	$	252
Project Surveyor	$	202
Survey Tech	$	145
Field Coordinator	$	145

EXHIBIT B1

AMENDMENT NO. 1 - PROJECT DESIGN BUDGET SUMMARY

II. Basic Services

	Scope Item	Fee (Lump Sum)
A	Preliminary Design (30%)	$66,200
B	Construction Documents (90% and 100%)	$69,000
C	Additional PD Survey Services	$18,280
	Total Basic Services Amendment No. 1:	**$153,480**
	TOTAL AMENDMENT NO. 1 NOT TO EXCEED (T&M)	**$153,480**

RESOLUTION NO. 7237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE AND OUTFALL DESIGN 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, 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 Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant – Concentrate Discharge and Outfall Design Services, 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 4th day of December 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID RYLER, MAYOR

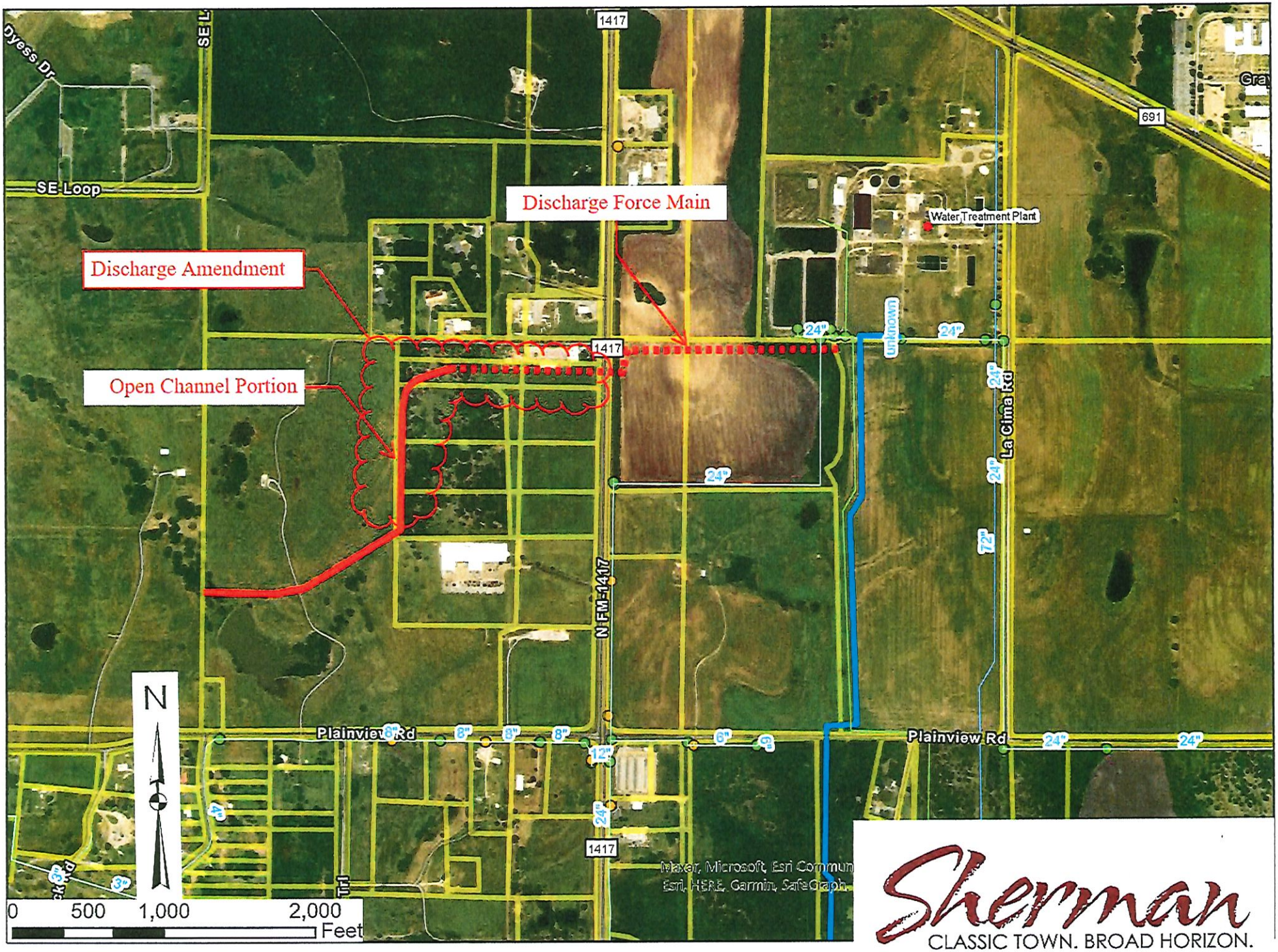
ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

CERTIFIED COPY - DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED
IN THE OFFICE OF THE CITY CLERK.
Linda Ashby
CITY CLERK, SHERMAN, TEXAS
12.20.23

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY


Discharge Force Main
Discharge Amendment
Open Channel Portion
Water Treatment Plant
SE Loop
Dyess Dr
1417
691
N FM-1417
La Cima Rd
Unknown
Plainview Rd
24"
72"
8"
6"
12"
3"
N
0
500
1,000
2,000
Feet
Maxar, Microsoft, Esri Commun
Esri, HERE, Garmin, SafeGraph
Sherman
CLASSIC TOWN. BROAD HORIZON.

AMENDMENT NO. 2

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND PAPE-DAWSON ENGINEERS, INC. (ENGINEER)
FOR THE CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES

Dated December 8, 2022 ("Original Agreement")

This Amendment No. 2 serves to increase the original contract fees under the Original Agreement based on the following **additional** work to the project scope as detailed in the attached Exhibit A1: "Amendment 2 - Scope of Services."

The contract amount under the Original Agreement shall be increased by a fee not to exceed $191,000 as presented in the attached Exhibit B1: "Amendment 2 – Project Design Budget Summary."

I. Basic Design Services

	Scope Item		Fee
1.0	Project Management	$	27,000
2.0	Construction Documents Design Phase (90% and 100%)	$	75,000
	Total Basic Design Services Amendment No. 2:	**$**	**102,000**

II. Sub-Consultant Services

	Scope Item		Fee
1.0	Surveying	$	61,000
2.0	Electrical and I&C	$	29,000
3.0	Geotechnical	$	5,000
4.0	Structural	$	22,000
5.0	Subsurface Utilities Engineering	$	7,000
6.0	Easement Acquisitions	$	7,000
	Total Sub-Consultant Services Amendment No. 2:	**$**	**131,000**

TOTAL AMENDMENT NO. 2 NOT TO EXCEED (TIME AND MATERIAL)	**$**	**233,000**

The Design Services contract completion date shall be extended to January 31st, 2024.
[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 OWNER and ENGINEER hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Basic Design Services	**Fee**
Concentrate Discharge and Outfall Design Services	$661,700.00
Amendment No. 1 Design Services	$135,200.00
Amendment No. 1 Additional PD Surveying Services	$18,280.00
Amendment No. 2 Design Services	$102,000.00
Amendment No. 2 Subconsultant Services	$131,000.00
Total Basic Services	**$1,048,180.00**
Construction Services	
Construction Services	$228,600.00
Total Construction Services	**$228,600.00**
Total Not to Exceed (T&M)	**$1,276,780.00**

The parties hereby ratify and confirm all 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, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and Amendment No. 1. This Amendment No. 2, 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.

[Rest of page left intentionally blank]

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this 5 day of December, 2023.

OWNER:
CITY OF SHERMAN, TEXAS

Robby Hefton, City Manager
Clint Philpott, Assistant City Manager

ENGINEER:
PAPE-DAWSON CONSULTING ENGINEERS, LLC

Cara C. Tackett, P.E.
Managing Principal, Water Resources

ATTEST:

Linda Ashby
City Clerk

ATTEST:

Gabriele H. Dooley
Office Coordinator

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: _____

NAME: 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 _____ of Pape-Dawson Consulting Engineers, 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 Pape-Dawson Consulting Engineers, 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:

_____

PROJECT DESCRIPTION

The City has selected Pape-Dawson Consulting Engineers, LLC (PD) to provide engineering consulting services for planning, design and construction administration associated with the concentrate discharge system within the water treatment plant in the City.

Just prior to the 100% documents submittal, City requested PD to add a splitter box design in our scope. This splitter box would receive all the filter and RO backwash flows from the WTP and distribute it to the North, East and West ponds. Since the splitter box design involved research and study of the existing as-built drawings and other information related to the piping from the various filters and RO, PD requested additional time. The splitter box design would not hinder the pump station design or its construction.

The 100% design documents were submitted to the City on schedule in June 2023. Based on these documents, Garney provided a GMP that far exceeded PD's OPCC and the City's allotted budget for this project. This resulted in a value engineering process, that resulted in eliminating a few components from the design along with redesign of the pump station. This VE process also resulted in removing the installation of the force main and the discharge channel from Garney's scope, and the City bidding these two components as two separate bid packages.

PD separated the discharge channel and force main design documents from the overall scope in to two individual bid packages and submitted them to the City for Bidding. PD is currently working on the 100% design documents of the revised pump station.

This amendment to the scope of services includes the following tasks:

Task 2A: Removal of components, Redesign of Pump Station due to Value Engineering

- Removal of design components and updating design documents to eliminate flows from the north pond to the new pump station. Provision to add the North Pond flows in the future if the City deems it necessary.
- Modifications to the designed east and west pond drain piping, to eliminate need of junction boxes.
- Modifications to the design documents to eliminate the electrical building and re-locating the electrical components to be pad mounted close to the wet well.
- Modifications to the pump station design to reduce the footprint of the wet well.
- Modifications to the pumps discharge header design and the flow meter piping.
- Increase in scope of support Services (Electrical and Structural).

Task 2B: Bid Package #1 (Discharge Channel) and Bid Package #2 (Force Main)

- Modifications to the design documents to separate the discharge channel as a standalone project.
- Create a separate Bid package #1 for the discharge channel complete with its drawings set, technical specs, and OPCC.
- Modifications to the design documents to separate the force main as a standalone project.
- Modifications to the force main alignment to incorporate the property owners request for minimal disturbance.
- Additional coordination with the City and the affected property owner for easements.
- Increase in scope of support Services (Survey and Environmental Studies) due to the change in alignment, and easement acquisition/negotiations process.
- Create a separate Bid package #2 for the force main complete with its drawings set, technical specs, and OPCC.
- Additional easements and adjustments with the affected property owners, title surveys, and descriptions.

Task 2C: Splitter Box

- Additional design service included research and study of the existing as-built drawings and other information related to all the filter backwash flows generated at various locations of the WTP.
- Increase in scope of support Services (Survey, Geotech, Subsurface Utility Engineering).

ASSUMPTIONS

A. This amendment is for the design phase services of the concentrate discharge system.

EXHIBIT B1

AMENDMENT NO. 2 - PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

	Scope Item	Fee (Lump Sum)
1.0	Project Management	$ 27,000
2.0	Construction Documents Design Phase (90% and 100%)	$ 75,000
	Total Basic Design Services Amendment No. 2:	**$ 102,000**
II.	**Sub-Consultant Services**	
1.0	Surveying	$ 61,000
2.0	Electrical and I&C	$ 29,000
3.0	Geotechnical	$ 5,000
4.0	Structural	$ 22,000
5.0	Subsurface Utilities Engineering	$ 7,000
6.0	Easement Acquisitions	$ 7,000
	Total Sub-Consultant Services Amendment No. 2:	**$ 131,000**

TOTAL AMENDMENT NO. 2 NOT TO EXCEED (T&M) **$233,000**

PAPE-DAWSON ENGINEERS

Project Name: Concentrate Discharge and Outfall Design Services

Date of Estimate: 9/20/2023, 10/18/2023
Date (revised): 11/3/2023
Estimator's Initials: SSG/KSK

Additional Services - Bid Packages #1&2, Revisions due to Value Engineering, and Splitter Box

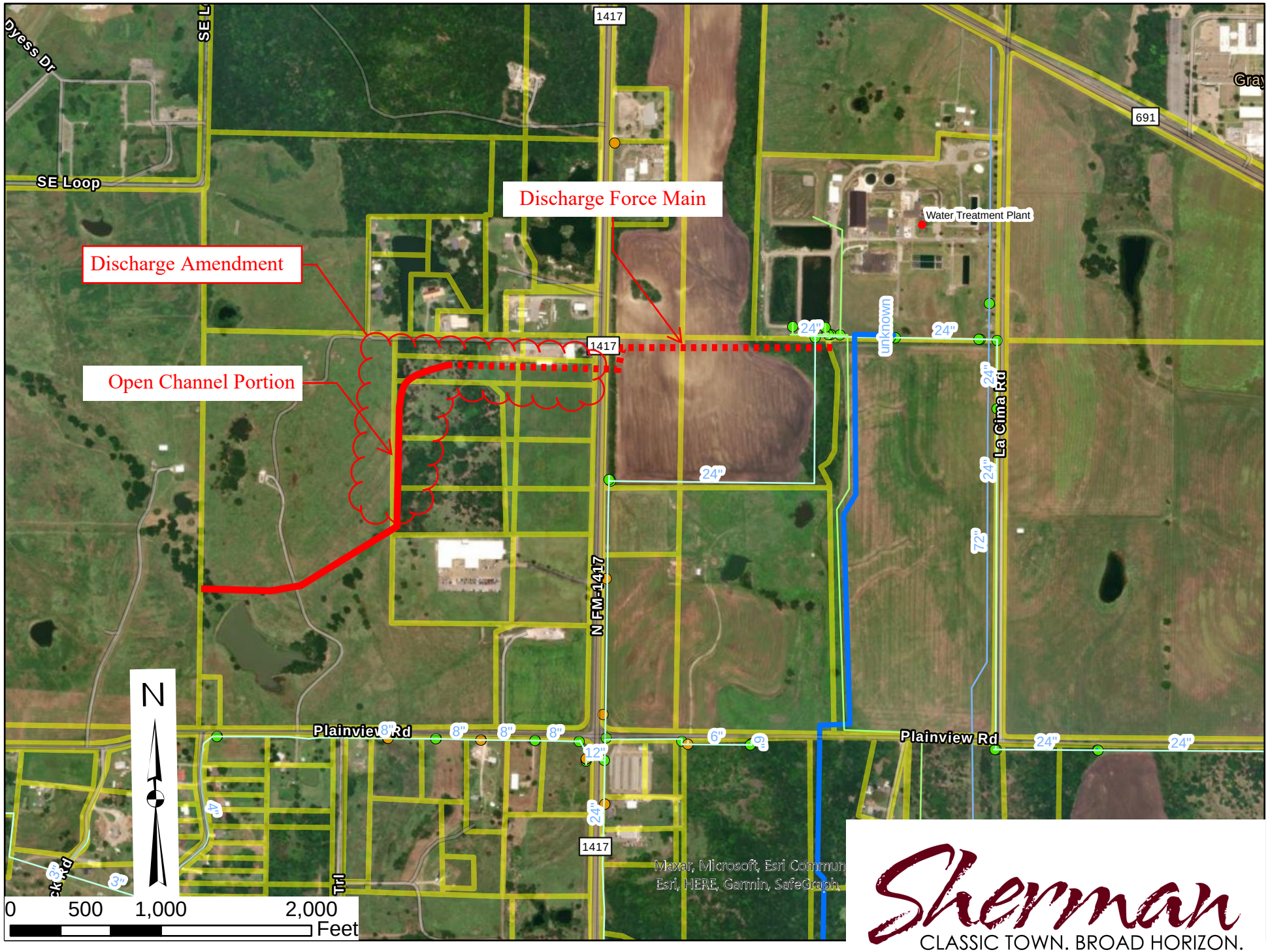
		Original Scope		North Pond	VE Services	BP1 & 2 - DC & FM	Splitter Box
		Design Fees	Construction Services	Amendment #1 Fees	Amendment #2A Fees	Amendment #2B Fees	Amendment #2C Fees
Task 1.0	Project Management	$ 44,000.00			$ 18,900.00	$ 8,100.00	
Task 2.0	Off-Site Forcemain Easement Acquisitions	$ 68,000.00					
Task 3.0	30% Design Phase	$ 165,000.00		$ 66,200.00			
Task 4.0	Construction Documents Design Phase	$ 175,000.00		$ 69,000.00	$ 48,000.00	$ 27,000.00	
Task 5.0	Construction Phase		$ 175,000.00				
	Subtotal- Pape-Dawson Engineers	***$ 452,000.00***	***$ 175,000.00***	***$ 135,200.00***	***$ 66,900.00***	***$ 35,100.00***	
Sub-Consultants							
	Survey	$ 11,600.00		$ 18,280.00		$ 49,000.00	$ 12,000.00
	Electrical and I&C (Gupta & Associates, Inc)	$ 90,800.00	$ 32,500.00		$ 29,000.00		
	Geotechnical (D&S Engineering Labs)	$ 8,000.00					$ 5,000.00
	Structural (JQ Infrastructure)	$ 80,600.00	$ 21,100.00		$ 22,000.00		
	SUE (The Rios Group)	$ 18,700.00					$ 7,000.00
	Easement Acquisitions				$ 7,000.00		
	Subtotal- Subconsultants	***$ 209,700.00***	***$ 53,600.00***	***$ 18,280.00***	***$ 58,000.00***	***$ 49,000.00***	***$ 24,000.00***
	Estimated Project Fees =	**$ 661,700.00**	**$ 228,600.00**	**$ 153,480.00**	**$ 124,900.00**	**$ 84,100.00**	**$ 24,000.00**

Original Contract = $ 890,300.00
Amendment #1 = $ 153,480.00
Amendment #2 = $ 233,000.00
Total Estimated Design + Construction Services Fees = $ 1,276,780.00

PAPE-DAWSON ENGINEERS

Project Name: Concentrate Discharge and Outfall Design Services
Date of Estimate: 9/20/2023, 10/18/2023 **Revised:** 11/3/2023
Estimator's Initials: SSG/KSK **Additional Services - Bid Packages #1&2, Revisions due to Value Engineering, and Splitter Box**

		Labor Charges					
		Principal In Charge	Technical Manager (QA/QC)	Design Leader	Project Engineer	Admin	Total Fee by Task
	Rate	$ 386	$ 386	$ 371	$ 227	$ 175	
	Employee	Matt Garcia	Keefer	Gunavante	Looney, Hughes, Alexander		
Task 1.0-	**Project Management**						
1.1	Regular Meetings	2.00	4.00	24.00	12.00	24.00	
1.2	Project Coordination of Subconsultants		2.00	12.00	12.00		
	Subtotal- Task 1 (Hours)	2.00	6.00	36.00	24.00	24.00	
	Subtotal- Task1 (Fee)	$ 772.00	$ 2,316.00	$ 13,356.00	$ 5,448.00	$ 4,200.00	**$ 27,000**
Task 4.1-	**Change in Alignment of FM**						
4.1.A	FM Plan and Profile	1.00	6.00	16.00	30.00		$ 20,000
4.1.B	Amended THC consultation Letter						$ 2,000
4.1.C	Environmental Investigation						$ 5,000
	Subtotal- Task 4.1 (Hours)	1.00	6.00	16.00	30.00	-	
	Subtotal- Task 4.1 (Fee)	$ 386.00	$ 2,316.00	$ 5,936.00	$ 6,810.00	$ -	**$ 27,000**
Task 4.2-	**Design Changes due to VE**						
4.2.A	Design Changes due to VE	1.00	8.00	36.00	36.00		$ 32,000
4.2.B	Coordinate w/ Subs, City, GC	1.00	4.00	24.00	12.00		$ 16,000
	Subtotal- Task 4.2 (Hours)	2.00	12.00	60.00	48.00	-	
	Subtotal- Task 4.2 (Fee)	$ 772.00	$ 4,632.00	$ 22,260.00	$ 10,896.00	$ -	**$ 48,000**
Task 4.3-	**Separation of Bid Packages**						
4.3.A	Bid Package #1 for Discharge Channel	1.00	4.00	12.00	16.00	12.00	$ 15,000
4.3.B	Bid Package #2 for Force Main	1.00	6.00	16.00	24.00	12.00	$ 19,000
4.3.C	Bid Phase services	1.00	4.00	24.00	8.00	8.00	$ 14,000
	Subtotal- Task 4.2 (Hours)	3.00	14.00	52.00	48.00	32.00	
	Subtotal- Task 4.2 (Fee)	$ 1,158.00	$ 5,404.00	$ 19,292.00	$ 10,896.00	$ 5,600.00	**$ 48,000**
Task 5.1-	**Survey**						
	Survey For North Pond and Splitter Box						$ 12,000
	Survey For Easement Acquisitions at Young's & Spears						$ 12,000
	Additional Easements/Adjustments for 101 Ranchers						$ 4,000
	Four Title Survey's						$ 24,000
	Additional Easements						$ 2,000
	Survey For changed alignment						$ 7,000
	Subtotal- Task 5.1 (Hours)						
	Subtotal- Task 5.1 (Fee)						**$ 61,000**
Task 5.2-	**Sub-Consultants**						
	Easement Acquisition						$ 7,000
	Electrical						$ 29,000
	Structural						$ 22,000
	Geotechnical Investigation						$ 5,000
	SUE						$ 7,000



Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.2.

Meeting Date: 5/6/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7295

Authorizing Execution of a Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. for the Lower Post Oak Creek Interceptor Capacity Improvements

Issue:

To consider a Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. for the Lower Post Oak Creek Interceptor Capacity Improvements

Background:

The project has been identified in the City's 2023 Wastewater Master Plan as Project Priority No. 7.

The project is broken out into three phases:

Phase I will consist of evaluating the dual 42-inch wastewater mains from the Treatment Plant going north, up Post Oak Creek approximately 2,000 feet. The Engineer will recommend the need to replace, rehabilitate, or parallel a new main along the existing mains. The contract also provides for construction drawings to be created for the recommended capacity improvements. The two existing mains have the capacity of approximately a single 60-inch main. The City's Wastewater Master Plan recommends this segment to be a single 72-inch or equivalent mains to be installed by 2027.

Phase II will consist of only evaluating the dual 39-inch wastewater mains from the end of Phase I going north, up Post Oak Creek another 4,200 feet. The Engineer will recommend the need to replace, rehabilitate, or parallel a new main along the existing mains. The Engineer will only provide 30% preliminary plans for this phase. The two existing mains have the capacity of approximately a single 55-inch main. The City's Wastewater Master Plan recommends this segment to be a single 60-inch or equivalent mains.

Phase III will consist of only evaluating the dual 27-inch wastewater mains from the end of Phase II going north, up a tributary of Post Oak Creek another 2,200 feet to East Street and Three Oaks, Phase III subdivision. The Engineer will recommend the need to replace, rehabilitate, or parallel a new main along the existing mains. The Engineer will only provide 30% preliminary plans for this phase. The two existing mains have the capacity of approximately a single 38-inch main. The City's Wastewater Master Plan recommends this segment to be a single 48-inch or equivalent mains.

As the projects are completed, potentially surcharged manholes and pipe under pressure during peak flows will be reduced and flow will resume a more tranquil state. The upstream lines, still in need of improvements, will be completed in future projects like the expanding branches of a tree.

Origination:
Engineering Department

Financial Consideration:
The total funding needed for this contract is $890,824.00 and is funded in the 2024 Open Market Bonds.

Staff Recommendation:
It is recommended that the professional service agreement with Lockwood, Andrews & Newnam, Inc. be approved.

Alternatives:
As may be directed by City Council.

Attachments:
1. Resolution No. 7295
2. Signed Professional Services Agreement
3. WWTP Priority 7 map

RESOLUTION NO. 7295

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LOCKWOOD, ANDREWS, & NEWNAM, INC. FOR ENGINEERING SERVICES FOR THE LOWER POST OAK CREEK INTERCEPTOR CAPACITY IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Lockwood, Andrews, & Newnam, Inc. for engineering services for the Lower Post Oak Creek Interceptor Capacity Improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of May 2024.

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

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

LOCKWOOD, ANDREWS, & NEWNAM, INC.

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2024:

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

and Consultant: **Lockwood, Andrews, & Newnam, Inc.**
8350 N CENTRAL EXPRESSWAY
SUITE 300
DALLAS, TX 75206
Telephone: (214)-522-8778
Facsimile: (214) 526-4433

for the following Project: **Lower Post Oak Creek Interceptor Capacity Improvements**

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

WHEREAS, City desires to engage Consultant to provide professional services for the Lower Post Oak Creek Interceptor Capacity Improvements Project ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed five (5) 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 **Eight Hundred Three Thousand Four Hundred Fifty-Six Dollars ($803,456.00)**; and (b) for Special Services, in an amount not to exceed **Eighty-Seven Thousand Three Hundred Ninety-Six Dollars ($87,396.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering 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

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.

3.1.3 **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.

3.3 **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
Principal	$400
QA/QC Manager	$346
Project Manager	$240
Project Engineer	$210
Technician	$162
Utility Coordinator	$162
Admin	$120

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 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 for Phase 1 of the Project be in excess of 130% of $7,332,930.00 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 and without liability to the Consultant. Notwithstanding anything to the contrary herein, all previously owned intellectual property of the Consultant, including but not limited to any computer software, tools, systems, equipment or other information used by Consultant or its lower tier consultants, if any, in delivering the services hereunder, and any know-how, methodologies, or processes used by Consultant to provide the services to the City, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of the Consultant or its lower tier consultants.

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:

Philip Wheat
LOCKWOOD, ANDREWS, & NEWNAM, INC.
8350 N CENTRAL EXPRESSWAY
SUITE 300
DALLAS, TX 75206
Telephone: (214)-522-8778
Email: pbwheat@lan-inc.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:

LOCKWOOD, ANDREWS, & NEWNAM, INC.,
a Texas corporation

By: _____
Justin Reeves, P.E.
Vice President

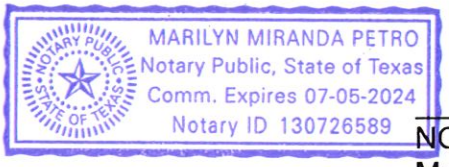
APPROVED AS TO FORM:

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

STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JUSTIN C. REEVES**, 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 **LOCKWOOD, ANDREWS, & NEWNAM, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF April 2024.



Marilyn M. Petro
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: July 5, 2024

I. PROJECT DESCRIPTION

Consultant proposes to provide design and construction phase services as described below:

The purpose of the project is to facilitate the capacity improvement of approximately 8,400 LF of existing 39-inch and 42-inch wastewater interceptor along Post Oak Creek. The proposed capacity improvement consists of the replacement of the existing system with approximately 1,600 LF of 72-inch, 3,900 LF of 60-inch and 2,000 LF of 48-inch Wastewater Interceptor. The proposed pipeline diameters are dependent on further hydraulic analysis which will be conducted during the preliminary design of this project.

The project will begin at the Post Oak Wastewater Treatment Plant and proceed northwest along Post Oak Creek. The proposed replacement will be designed and constructed in 3 separate phases.

This scope of services includes preliminary engineering for Phases 1 through 3 of capacity improvements for a total of 8,400 LF of Post Oak WW Interceptor. Additionally, detailed design, bid phase services and construction phase services for Phase 1, which includes 1,600 LF of 72-inch wastewater interceptor is included in the this scope of services. Design and construction phase services for Phases 2 and 3 will be contracted separately.

II. GENERAL REQUIREMENTS

A. Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.

B. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and other entities as necessary with 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 other reasonable 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 use best professional effort to provide 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 created in Microsoft Project in Gantt format initially, provide Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
vi Coordinate with other agencies and entities as reasonably 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, such as project schedule updates as reasonably necessary.

III. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase

a. For Phases 1 through 3 project limits, prepare a preliminary engineering report. Consultant shall evaluate up to three alignment alternatives to the tie in locations and the existing pipeline. Consultant shall evaluate space constraints within the existing easement to determine if additional land acquisition will be required. Consultant will investigate hydraulics considerations relative to the existing pipelines being evaluated for replacement. Consultant shall identify anticipated challenges and provide alternate solutions if available to the City.

b. Consultant to develop preliminary engineering drawings (1"=40' scale, 11"x17" sheets) to include preliminary horizontal alignments of proposed improvements with minimal construction-related notes. Include preliminary cost estimates for the Project and set forth clearly the Consultant's recommendations for any alternate designs.

c. Water mains, wastewater mains, 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 available "Record Drawings" that the Consultant can obtain from other utilities.

d. Upon completion of the Preliminary Design Phase, the Engineer will advise the City, for Phase 1 project limits only, of recommended geotechnical, soil, foundation, or other subsurface investigations or 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 or 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, for Phase 1 project limits only, 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.

g. The Consultant shall coordinate Right of Entry with all affected land owners prior to commencing field services.

h. The Consultant shall coordinate with City's Consultant for Wastewater Master Planning Modeling, Freese and Nichols.

B. Intermediate Design Plans (60%) – Phase 1

a. Prepare intermediate engineering review drawings that address comments from the preliminary engineering review, including detailed construction-related notes.

b. Consultant shall conduct large diameter pipeline design calculations in accordance with AWWA and other industry standards, including pipeline buoyancy, deflection, trench embedment design, and buckling.

c. Prepare miscellaneous plan sheets, including cover sheet, index, 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. Sheets shall be (1"=100' scale, 11"x17" sheets, or as required for specific sheet), and applicable City standard details.

d. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.

C. Final Design/Construction Plans (90%, 100%) – Phase 1

a. Prepare final engineering review drawings and project manual that address comments from the intermediate review.

b. Prepare detailed Opinion of Probable Construction 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. Develop specialized details as reasonably required for the project.

e. Submit three (3) final sealed copies each of reasonably necessary right-of-way or easement documents.

f. When required by the nature of the project, the Consultant shall provide reasonably necessary exhibits and attend a public meeting with the City.

g. 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.

h. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, supplementary information created during the design of the project that is reasonably required for applications for routine permits by local, state, and federal authorities, specifically the TxDOT crossing permit under FM 1417. Preparation and submission of these applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services.

D. <u>Bid Phase Services – Phase 1</u>

a. Prepare bid set drawings and specifications that address comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.

b. Furnish to the City necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, Opinion of Probable Construction Cost, Estimated Construction Duration, and Bid Schedule). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.

c. Assist the City with one Pre-Bidders meeting.

d. Prepare addenda as needed to assist the City clarify the Bid Documents.

e. Assist the City in the opening and tabulation of bids for construction of the Project.

f. Prepare a written summary of the bid tabulation and evaluation together with a letter recommending the award of the construction contract.

g. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the City.

E. Construction Phase Services – Phase 1

The construction phase services listed herein are based on an assumed construction duration of approximately 6 months.

The Consultant shall perform the following tasks:

a. Conformed Document submittal:
   i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
   ii. Print up to four (4) sets 11"x17" plans and Project Manuals for issuance at the Pre-Construction Conference.
   iii. Package and submit CAD base files upon request.

b. Conduct up to two Site Visits upon request.

c. *Pre-Construction Meeting.* Attend one Pre-Construction Meeting prior to commencement of Work at the Site.

d. *Franchise Utility Coordination*. Assist the City with reasonably necessary franchise utility coordination efforts and assist with up to one virtual meeting to assist with conflict resolution during construction.

e. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to assist with providing the contractor the opportunity to complete work in an orderly manner. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City. Assumes 10 RFIs.

f. *Change Orders*. Review and make recommendations related to Change Orders submitted or proposed by the Contractor to the City. Task includes preparing plan sheet revisions as reasonably required.

g. *Shop Drawings, Samples, and Submittals.* Review or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews or other actions will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or

procedures of construction or to related safety precautions and programs. Assumes 25 Submittals.

h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

k. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of receipt of information. Consultant shall submit one full size set and one pdf file of the Record Documents.

IV. Special Services

Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by 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:

A. 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.

B. 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 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 within two weeks of being 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.

C. 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.

D. 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.

E. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.

F. Subsurface Utility Engineering that involves Level "A" or "B" identification of a utility.

V. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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:

A. CONSULTANT to rely on the accuracy of all documents and data provided by the CITY in the performance of the work.

B. CONSULTANT assumes CITY is to negotiate with landowners for acquisition of any property.

C. CONSULTANT assumes no services related to construction survey/staking.

D. CONSULTANT to attend up to one pre-construction and two regularly scheduled construction progress meetings only. Additional meetings to be hosted and moderated by CITY will be considered an Additional Service.

E. No construction inspection services are provided by CONSULTANT. No site visits are scoped to be performed by CONSULTANT associated with the contract. Any site visits will be considered an Additional Service.

F. All permits required for construction are to be paid by the Contractor or City, unless otherwise specifically noted herein.

G. Change order requests are to be received by CITY. CONSULTANT to review and provide comments to the CITY on request as part of the Consultant's Construction Phase Services. Negotiations with the contractor are to be handled by the CITY. In a situation where a dispute exists between the City and the Contractor, research and analysis by the Consultant shall be paid as a separate service.

H. No monthly reviews of contractor pay applications associated with this agreement are included in the scope. Pay application reviews associated with the project will be considered an Additional Service.

I. CONSULTANT's review of construction submittals associated with this agreement shall be for general conformity to construction contract documents and shall not relieve Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

J. CONSULTANT assumes the final submittal constitutes completion of the design phases of this contractor and all future work is assumed to be Bid Phase Services as established under this agreement.

K. Work related to unusually complex or unreasonably numerous claims is considered an Additional Service.

L. Detailed applications and supporting documents for government grants-in-aid Preparation of applications and supporting documents for government grants or planning advances for public works projects.

M. Appearances before hearings for eminent domain proceedings.

N. Appearances before regulatory agencies.

O. Assistance to the CITY as an expert witness in any litigation or claim, arising from, or in connection with the Project.

P. 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 CITY.

Q. Detailed mill, shop, and/or laboratory inspection of materials or equipment.

R. Revision of reports and Construction Contract Documents after specific approval by CITY.

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services – Based on NTP May 6th 2024	
II. General Requirements	**$88,193**
A. Preliminary Design Report and Drawings (30%) (Expected Completion: December 2024)	**$156,652**
B. Intermediate Design Plans (60%) (Expected Completion: March 2025)	**$193,689**
C. Final Design/Construction Plans (90%, 100%) (Expected Completion: June 2025)	**$194,571**
D. Bid Phase Services (Expected Completion: July 2025)	**$73,711**
E. Construction Phase Services	**$96,639**
Total Basic Services (Lump Sum)	***$803,456***

III. Special Services	
Descriptive instruments for 1 parcel:	$1,969
Design Surveying	$23,168
Stake Centerline for Utility Coordination	$1,848
Project Bidding	
Level "A" Subsurface Utility Engineering Identification for 5 utilities	$9,326
Level "B" Subsurface Utility Engineering Identifications for 1700 linear feet:	$6,906
Geotechnical Investigation & Report:	$15,462
Environmental Investigation & Report:	$28,690
Total Authorized Special Services	***$87,369***
Project Budget, Grand Total (Not-To-Exceed)	***$890,824***

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

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Wastewater 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.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

		Coverage Required	Limits
_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.**

Lockwood, Andrews & Newnam, 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.**

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.**

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).

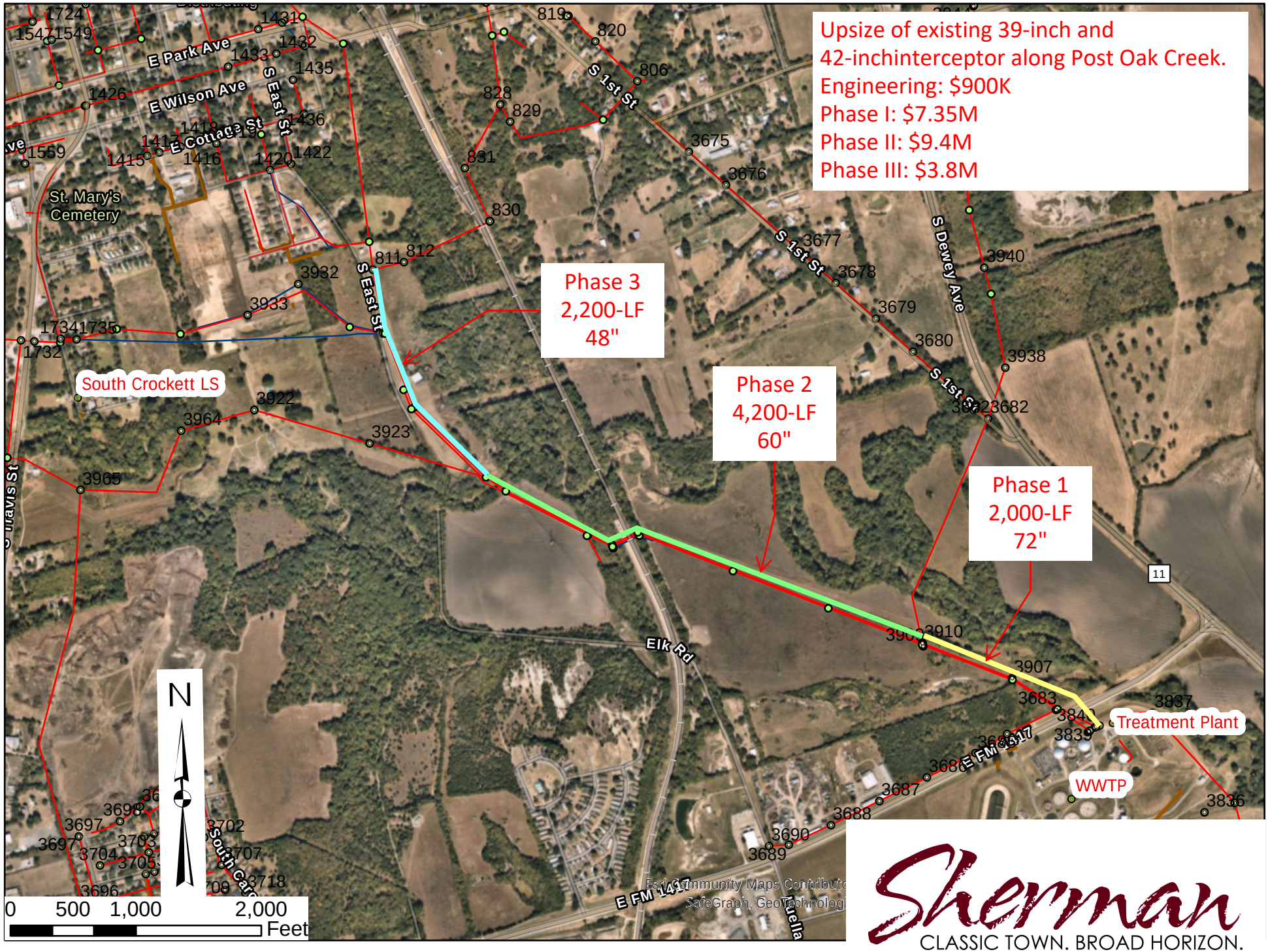
7

Signature of vendor doing business with the governmental entity

4/25/2024

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021



Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.3.

Meeting Date: 5/6/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7296***

Authorizing the Purchase of a Ford F-250 Truck from Rush Truck Centers for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

Issue:

To consider approval of a resolution to purchase a new Ford F-250 truck from BuyBoard for use within the Distribution Services Department.

Background:

The new Ford F-250 will replace vehicle #561. The new truck will be used in the Distribution Services Department.

Origination:

Department of Public Works

Financial Consideration:

The new Ford F-250 truck will be purchased from Rush Truck Centers for $57,122.76 through BuyBoard. Funding for this purchase will be from insurance proceeds and the Distribution Services department.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new truck from Rush Truck Centers through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7296
2. Sherman F2B with lift gate quote 04242024
3. Sherman F2B truck specs 04242024
4. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7296

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2024 FORD F250 TRUCK FROM RUSH TRUCK CENTERS FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (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 Rush Truck Centers through Buyboard a new Ford F-250 truck at a total price of Fifty-Seven Thousand One Hundred and Twenty-Two Dollars and Seventy Six Cents ($57,122.76). Any agreements related to the purchase must be approved by the City Attorney. This vehicle will replace vehicle 561 that was wrecked and totaled. Insurance proceeds will help offset the purchase of this new truck.

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 COUNICL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of May 2024.

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

Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

Customer Proposal Letter

City of Sherman
220 W Mulberry Street
Sherman, TX 75090

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2024 Make Ford Model F-250 Stock # TBD Serial # TBD

Additional Vehicle Details: BUY BOARD CONTRACT # 724-23
2024 Ford F-250 Regular Cab 4x4 Style side XL Pick up - 8' pick up bed - 6.8L Gas - Auto - 3.73 locking Axle - 10300 GVWR - upfitter switches -White- Vinyl int - Remove tailgate add lift gate- Add Heavy duty rubber floor mats - Delivery to City of Sherman

		Total
Quantity		
Truck Price per Unit	$ 57,122.76	$ 57,122.76
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 57,122.76	$ 57,122.76
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 57,122.76	$ 57,122.76
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 57,122.76	$ 57,122.76

Sales Representative _____ Signature — Aaron Davis Printed Name — Date

Purchaser _____ Signature — Printed Name / Title — Date

Accepted by Sales Manager or General Manager _____ Signature — Printed Name — Date

Quote good until 5/2/2024

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

[1] Includes subscription period for # of specified months. [2] Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. [3] Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. [4] Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Client Proposal

Prepared by:
AARON DAVIS
Office: 214-631-2050
Date: 04/22/2024

2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Re: Vehicle Proposal 04/22/2024

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

AARON DAVIS

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs

Dimensions

- Conventional Capacity: 14,400 lbs.
- Fifth-wheel towing capacity: 14,100 lbs.
- Cargo box length: 98.1"
- Cargo box volume: 78.5 cu.ft.
- Cargo box max width: 66.9"
- Cargo box length feet: 8.0
- Vehicle body width: 80.0"
- Wheelbase: 142.0"
- Rear track: 67.2"
- Cab to axle: 56.1"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 123.7"
- Rear brake diameter: 14.3"
- Max interior rear cargo volume: 11.6 cu.ft.
- Headroom first-row: 40.8"
- Shoulder room first-row: 66.7"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 14,300 lbs.
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 231.8"
- Vehicle body height: 81.3"
- Front track: 68.3"
- Vehicle turning radius: 23.8'
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Front brake diameter: 14.3"
- Interior rear cargo volume: 11.6 cu.ft.
- Total passenger volume: 64.6 cu.ft.
- Leg room first-row: 43.9"
- Hip room first-row: 62.5"

Powertrain

- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Horsepower: 405 HP@5000 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Auto locking hub control
- Engine cylinders: V-8
- Spark ignition system
- Torque: 445 lb.-ft.@4000 RPM
- TorqShift 10-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- Electronic transfer case shift

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- Rigid axle rear suspension

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

- Leaf spring rear suspension
- Re-circulating ball steering
- Hydraulic power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- 2 doors
- Pickup bed-rail protectors
- Monotone paint
- Black windshield trim
- **Chrome front bumper**
- 2 front tow hooks
- Rear bumper step
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels
- Dynamic Hitch Assist back-up-to-hitch assist
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black door handles
- **Body-coloured front bumper rub strip**
- **Chrome rear bumper**
- Black grille
- Manual extendable trailer mirrors
- Turn signal indicator in door mirrors
- LT245/75RS17 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Integrated side steps
- Illuminated locking glove box
- Front beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates
- Keyfob activated door locks
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Fixed rear windshield
- Illuminated glove box
- 6 beverage holders
- Dashboard storage
- PRND in IP
- **Upfitter switches**

Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Manual tilting steering wheel
- Urethane steering wheel
- Cabin air filter
- Full headliner coverage
- Full floor coverage
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 3
- Split-bench front seat
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Vinyl front seat upholstery
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 4
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Daytime running lights
- * **Cab clearance lights**
- Pickup box cargo light
- Fade interior courtesy lights
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- * **Front fog lights**
- High mounted center stop light
- Remote activated perimeter approach lighting

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Remote panic alarm
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer
- Rear mounted camera
- * **Back-up alarm**

Dimensions

General Weights

Curb weight	6,148 lbs.	Rear curb weight	2,517 lbs.
* **GVWR**	**10,300 lbs.**	* **Payload**	**4,059 lbs.**

Trailering Weights

Fifth-wheel towing capacity	14,100 lbs.	Gooseneck towing capacity	14,300 lbs.
Conventional capacity	14,400 lbs.	GCWR	21,000 lbs.

Front Weights

Front curb weight	3,631 lbs.	* **GAWR front**	**5,990 lbs.**
Axle capacity front	6,000 lbs.	* **Spring rating front**	**5,990 lbs.**
Tire/wheel capacity front	6,390 lbs.		

Rear Weights

GAWR rear	6,340 lbs.	Axle capacity rear	7,280 lbs.
Spring rating rear	6,340 lbs.	Tire/wheel capacity rear	6,390 lbs.

Off Road

Min ground clearance	8.5"	Loading floor height	37.6 "
Approach angle	17.2	Departure angle	21.6

Exterior Measurements

Vehicle body length	231.8"	Vehicle body width	80.0"
Vehicle body height	81.3"	Wheelbase	142.0"
Cargo box length	98.1"	Front brake diameter	14.3"
Cargo box min width	50.5"	Rear brake diameter	14.3"
Cargo box volume	78.5 cu.ft.	Pickup box depth	21.1"
Cargo box max width	66.9"	Cargo box tailgate width	60.5"
Cargo box length feet	8.0	Front track	68.3"
Rear track	67.2"	Vehicle turning radius	23.8'
Cab to axle	56.1"	Frame section modulus	10.7 cu.in.
Frame yield strength (psi)	50000.0	Front bumper to front axle	38.2"

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

Front bumper to back of cab ..... 123.7"

Interior Measurements

Interior rear cargo volume ..... 11.6 cu.ft.
Max interior rear cargo volume ..... 11.6 cu.ft.

Interior Volume

Total passenger volume ..... 64.6 cu.ft.

Headroom

Headroom first-row ..... 40.8"

Legroom

Leg room first-row ..... 43.9"

Shoulder Room

Shoulder room first-row ..... 66.7"

Hip Room

Hip room first-row ..... 62.5"

Powertrain

Engine

Engine 6.8L V-8 variable valve control, engine with 405HP
Valves per cylinder 2
Engine cylinders V-8
Injection type ..... sequential MPI
Engine location ..... Front mounted engine
Ignition ..... Spark ignition system
Engine mounting direction ..... Longitudinal mounted engine
Engine block material ..... Iron engine block
Cylinder head material ..... Aluminum cylinder head

Engine Specs

Displacement 6.8L
cc ..... 415 cu.in.
Bore ..... 4.22"
Stroke ..... 3.68"
Compression ratio 10.8
SAEJ1349 ..... AUG2004 compliant

Engine Power

Horsepower ..... 405 HP@5000 RPM
Torque ..... 445 lb.-ft.@4000 RPM

Alternator

* **Alternator amps** **250A**
* **Alternator type** ..... **Heavy-duty alternator**

Battery

Battery amps 78Ah
Battery type ..... HD lead acid battery
Battery rating 750CCA
Battery run down protection ..... Battery run down protection

Engine Extras

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

Radiator ..... Radiator

Transmission

Transmission ..... TorqShift 10-speed automatic

Transmission electronic control ..... Transmission electronic control

Overdrive transmission ..... Overdrive transmission

Lock-up transmission ..... Lock-up transmission

First gear ratio 4.696

Second gear ratio 2.985

Third gear ratio 2.146

Fourth gear ratio 1.769

Fifth gear ratio 1.52

Sixth gear ratio 1.275

Reverse gear ratio 4.866

Seventh gear ratio 1

Eighth gear ratio 0.854

Ninth gear ratio 0.689

Tenth gear ratio 0.636

Stall ratio 1.97

Selectable mode transmission ..... Selectable mode transmission

Sequential shift control ..... SelectShift Sequential shift control

Transmission oil cooler ..... Transmission oil cooler

Drive Type

4WD type ..... Part-time 4WD

Drive type ..... Four-wheel drive

Drivetrain

Axle ratio 3.73

Exhaust

Tailpipe ..... Stainless steel single exhaust

Fuel

Fuel type ..... regular unleaded

Fuel Tank

Fuel tank capacity ..... 34.00 gal.

Drive Feature

Traction control ..... All-speed ABS and driveline traction control

Locking hub control ..... Auto locking hub control

Transfer case ..... Electronic transfer case shift

Provisions

* **Provisions** ..... **Snow plow provisions**

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type ..... Gasoline secondary fuel type

Emissions

Emissions ..... Federal emissions

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

Fuel Economy (Alternate 1)

Additional fuel types ... E85 additional fuel types

Suspension and Handling

Suspension

Suspension ... Firm ride suspension

Front shock absorbers ... Heavy-duty front shock absorbers

Rear shock absorbers ... Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type ... 4-wheel disc brakes

Ventilated brakes ... Front and rear ventilated disc brakes

ABS brakes ... Four channel ABS brakes

ABS brakes ... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist ... Hill Start Assist

Brake assist system ... Brake assist system

Front Suspension

Anti-roll bar front ... Front anti-roll bar

Suspension ride type front ... Mono-beam rigid axle front suspension

Front Spring

* **HD front springs** ... **Heavy-duty front springs**

Springs front ... Front coil springs

Rear Spring

Springs rear ... Rear leaf springs

Rear springs ... Heavy-duty rear springs

Rear Suspension

Suspension type rear ... Leaf spring rear suspension

Suspension ride type rear ... Rigid axle rear suspension

Steering

Steering ... Hydraulic power-assist steering system

Steering type ... Re-circulating ball steering

Steering type number of wheels ... 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter ... 17"

Front wheels width ... 7.5"

Rear Wheels

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

Rear wheels diameter 17" | Rear wheels width 7.5"

Front And Rear Wheels

Appearance argent | Material steel

Front Tires

Aspect 75 | Diameter 17"
Sidewalls BSW | Speed S
Tread AS | Type LT
Width 245mm | Front wheel - RPM 649

Rear Tires

Aspect 75 | Diameter 17"
Sidewalls BSW | Speed S
Tread AS | Type LT
Width 245mm | Rear wheel - RPM 649

Body Exterior

Trailering

Towing capability Trailer towing capability | Towing class Class V tow rating
Towing hitch Trailer hitch | Towing wiring harness Trailer wiring harness
Towing brake controller Trailer brake controller | Towing trailer sway Trailer sway control

Exterior Features

Box style Standard style pickup box | Number of doors 2 doors

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors | Turn signal in door mirrors Turn signal indicator in door mirrors

Spare Tire

Spare tire Full-size spare tire with steel wheel | Spare tire location Crank-down spare tire

Tires

Front tires LT load rating E | Rear tires LT load rating E

Wheels

* **Wheel covers** **Chrome hub wheel covers**

Convenience

Door Locks

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

Door locks ..... Power door locks with 2 stage unlocking
Keyfob door locks ... Keyfob activated door locks
All-in-one key ... All-in-one remote fob and ignition key
Tailgate control ... Power tailgate/rear door lock

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls ... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror ..... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors Manual folding door mirrors
Heated door mirrors ..... Heated driver and passenger side door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Overhead Console

Overhead console ..... Full overhead console
Overhead console storage ..... Overhead console storage

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets
* **120V AC power outlets ..... 1 120V AC power outlet**

Pickup Box

Boxside steps ..... Integrated side steps

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

Number of beverage holders ... 6 beverage holders
Beverage holders ..... Front beverage holders
Glove box ..... Illuminated locking glove box
Illuminated glove box ..... Illuminated glove box
Instrument panel storage ..... Instrument panel covered bin
Dashboard storage ..... Dashboard storage

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows

One-touch down window ... Driver and passenger one-touch down windows

Miscellaneous

Trip computer ..... Trip computer

PRND in IP ..... PRND in IP

* **Upfitter switches** ..... **Upfitter switches**

Accessory power .... Retained accessory power

Over the air updates ..... Over the air updates

Comfort

Climate Control

Climate control ..... Manual climate control

Cabin air filter ..... Cabin air filter

Headliner

Headliner material ..... Cloth headliner material

Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering

Floor coverage ..... Full floor coverage

Steering Wheel

Steering wheel telescopic ..... Manual telescopic steering wheel

Steering wheel material ..... Urethane steering wheel

Steering wheel tilt ..... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type ..... Split-bench front seat

Driver seat direction ..... Driver seat with 4-way directional controls

Driver seat fore/aft control ..... Manual driver seat fore/aft control

Passenger seat direction ... Front passenger seat with 4-way directional controls

Split front seats ..... 40-20-40 split-bench front seat

Reclining passenger seat ..... Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints ..... Height adjustable front seat head restraints

Front head restraint control ..... Manual front seat head restraint control

Armrests front center ... Front seat center armrest

Armrests front storage ..... Front seat armrest storage

Reclining driver seat Manual reclining driver seat

Lumbar Seats

Driver lumbar ..... Manual driver seat lumbar

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

Front Seat Trim

Front seat upholstery: Vinyl front seat upholstery

Front seatback upholstery: Vinyl front seatback upholstery

Interior Accents

Interior accents: Chrome interior accents

Gearshifter Material

Gearshifter material: Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display: Primary touchscreen display

Number of first-row LCD displays: 2 total number of 1st row displays

LCD primary display size: 8 inch primary LCD display

Radio Features

External memory: SYNC 4 external memory control

Seek scan: Seek scan

Speakers

Speakers: Standard grade speakers

Speakers number: 4

Audio Features

Steering mounted audio control: Steering wheel mounted audio controls

Speed sensitive volume: Speed sensitive volume

Voice activated audio: SYNC 4 voice activated audio controls

Wireless streaming: Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer: Trip odometer

Instrumentation display: Digital/analog instrumentation display

Configurable instrumentation gauges: Configurable instrumentation gauges

Instrumentation Displays

Temperature display: Exterior temperature display

Driver information center: Driver information center

Clock: In-radio display clock

Compass: Compass

Instrumentation Gauges

Tachometer: Tachometer

Oil pressure gauge: Oil pressure gauge

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

Transmission temperature gauge ... Transmission fluid temperature gauge

Engine/electric motor temperature gauge ... Engine/electric motor temperature gauge

Gauge cluster display size (inches) ... 4.20

Engine hour meter ... Engine hour meter

Instrumentation Warnings

Engine temperature warning ... Engine temperature warning

Oil pressure warning ... Oil pressure warning

Low fuel warning ... Low fuel warning

Low brake fluid warning ... Low brake fluid warning

Battery charge warning ... Battery charge warning

Headlights on reminder ... Headlights on reminder

Key in vehicle warning ... Key in vehicle warning

Door ajar warning ... Door ajar warning

Service interval warning ... Service interval indicator

Low tire pressure warning ... Tire specific low air pressure warning

Glass

Tinted windows ... Light tinted windows

Headlights

Headlights ... Halogen headlights

Headlight type ... Aero-composite headlights

Auto headlights ... Autolamp auto on/off headlight control

Multiple headlights ... Multiple enclosed headlights

Delay off headlights ... Delay-off headlights

DRL preference setting ... DRL preference setting

Front Windshield

Wipers ... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry ... Illuminated entry

Variable panel light ... Variable instrument panel light

Front reading lights ... Front reading lights

Lights

Running lights ... Daytime running lights

Interior courtesy lights ... Fade interior courtesy lights

* **Fog lights ... Front fog lights**

* **Clearance lights ... Cab clearance lights**

High mount stop light ... High mounted center stop light

Pickup box cargo light ... Pickup box cargo light

Perimeter approach lighting ... Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree ... SYNC 4 handsfree wireless device connectivity

Smart device integration ... Smart device wireless mirroring

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Selected Equip & Specs (cont'd)

Emergency SOS ..... SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access ..... FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports ..... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver ..... Driver front impact airbag

Front impact airbag passenger ..... Cancellable front passenger air bag

Front side impact airbag passenger ..... Seat mounted side impact front passenger airbag

Number of airbags ..... 6 airbags

Front side impact airbag driver ..... Seat mounted side impact driver airbag

Overhead airbags ..... Safety Canopy System curtain first-row overhead airbags

Seatbelts

Height adjustable seatbelts ..... Front height adjustable seatbelts

Security System

Immobilizer ..... SecuriLock immobilizer

Remote panic alarm ..... Remote panic alarm

Cameras

Rear camera ..... Rear mounted camera

Traction Control

Electronic stability control ..... AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Parking Sensors

* **Back up alarm** ..... **Back-up alarm**

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

As Configured Vehicle

Code	Description
Base Vehicle	
F2B	Base Vehicle Price (F2B)
Packages	
600A	Order Code 600A *Includes:* *- Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel.* *- Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.* *- 3.73 Axle Ratio* *- Tires: LT245/75Rx17E BSW A/S Spare may not be the same as road tire.* *- Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.* *- HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar.* *- Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers.* *- SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.*
Powertrain	
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas *Flex fuel.*
44F	Transmission: TorqShift-G 10-Speed Automatic *Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.*
X37	3.73 Axle Ratio
68U	F-250 >10K GVWR Package
Wheels & Tires	
TD8	Tires: LT245/75Rx17E BSW A/S *Spare may not be the same as road tire.*
64A	Wheels: 17" Argent Painted Steel *Includes painted hub covers/center ornaments.*
Seats & Seat Trim	

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

As Configured Vehicle (cont'd)

Code	Description
A	HD Vinyl 40/20/40 Split Bench Seat *Includes center armrest, cupholder, storage and driver's side manual lumbar.*

Other Options

142WB	142" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM Stereo w/MP3 Player *Includes 4 speakers.* *Includes:* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.*
96V	XL Chrome Package *Includes 4 pickup box tie-down plates.* *Includes:* *- Bright Chrome Hub Covers & Center Ornaments* *- Chrome Front Bumper* *- Chrome Rear Step Bumper* *- Halogen Fog Lamps*
473	Snow Plow Prep Package *Includes computer selected springs for snowplow application. Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow. Note 3: Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see body builders layout book for details.*
67E	250 Amp Alternator (Gas)
592	LED Roof Clearance Lights
43C	120V/400W Outlet *Includes 1 in-dash mounted outlet.*
66S	Upfitter Switches (6) *Located in overhead console.*
76C	Exterior Backup Alarm (Pre-Installed)

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code.

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2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 425

As Configured Vehicle (cont'd)

Code	Description
	Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.
Emissions	
425	50-State Emissions System
Exterior Color	
Z1_01	Oxford White
Interior Color	
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

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RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

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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 Agenda Item No. G.4.

Meeting Date: 5/6/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7297

Authorizing the Purchase of a 2024 Ford F-750 Dump Truck from Rush Truck Centers for the Street Maintenance Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

Issue:

To consider approval of a resolution to purchase a new Ford F-750 Dump Truck from BuyBoard for use within the Street Maintenance Department.

Background:

The new Ford F-750 Dump Truck will replace vehicle #460, a 2006 Ford F750. The new dump truck will be used in the Street Maintenance Department.

Origination:

Department of Public Works

Financial Consideration:

The new Ford F-750 Dump Truck will be purchased from Rush Truck Centers for $107,771.58 through BuyBoard. Funds for this purchase are available in the fleet replacement fund. The vehicle was not available for purchase last year.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Ford F-750 dump truck from Rush Truck Centers through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7297
2. 2024 Ford-F750 Dump Truck
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7297

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2024 FORD F-750 DUMP TRUCK FROM RUSH TRUCK CENTERS FOR THE STREET MAINTENANCE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE 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 Rush Truck Centers through Buyboard a new Ford F-750 dump truck at a total price of One Hundred Seven Thousand and Seven Hundred Seventy-One Dollars and Fifty-Eight Cents ($107,771.58). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2022-2023 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNICL OF THE CITY OF SHERMAN, TX on this the 6th day of May 2024.

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

Rush Truck Center, Dallas Medium Duty
4200 Irving Blvd
Dallas, TX 75247
214-905-9212

Customer Proposal Letter

City of Sherman
100 S. Rusk Street
Sherman, TX 75090

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2024 Make Ford Model F-750 Stock # 1743957 Serial # 1FDNF7AN2RDF10780

Additional Vehicle Details: City Of Sherman 2024 Ford F750, NCDL, "Gas Engine" with 5/7 Yard Reading Dump. Buy Board Fee of $1050.00 included in the quote. Stock number 1743957. Includes delivery cost to Dallas from Reading Body Company.

Quantity	1	Total
Truck Price per Unit	$ 107,421.58	$ 107,421.58
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 107,421.58	$ 107,421.58
Optional Extended Warranty(ies)		
State Sales Tax		
	$ 0.00	
Out of State Vehicle Fee	$ 100.00	$ 100.00
Documentary Fee	$ 250.00	$ 250.00
Total Sales Price	$ 107,771.58	$ 107,771.58
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 107,771.58	$ 107,771.58

Sales Representative _____ (Signature) Steven Stobaugh (Printed Name) _____ (Date)

Purchaser _____ (Signature) ERIC SANDBERG (Printed Name / Title) 4/24/2024 (Date)

Accepted by Sales Manager or General Manager _____ (Signature) _____ (Printed Name) _____ (Date)

Quote good until 5/22/2024 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

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for the
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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.
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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 Agenda Item No. G.5.

Meeting Date: 5/6/2024

Prepared By: Nate Strauch, Community and Support Services Manage

Approved By: Robby Hefton, City Manager

Caption:
**** RESOLUTION NO. 7298***
Authorizing Payment to Overdrive Entertainment for Costs Associated with Sherman's Summer Music Series

Issue:
Authorizing payment to Overdrive Entertainment for Costs Associated with Sherman's Summer Music Series

Background:
Sherman's Hot Summer Nights and Lights on the Lake music series utilize acts booked through Overdrive Entertainment. This disbursement will cover a portion of those costs for summer of 2024.

Origination:
Community and Support Services Manager Nate Strauch

Financial Consideration:
This resolution authorizes payment in the amount of $260,000.

Staff Recommendation:
Staff recommends approval

Alternatives:
As directed by Council

Attachments:
1. Resolution No. 7298
2. Overdrive Deposit

RESOLUTION NO. 7298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PAYMENT TO OVERDRIVE ENTERTAINMENT FOR COSTS ASSOCIATED WITH SHERMAN'S SUMMER MUSIC SERIES; 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 authorize payment to Overdrive Entertainment for costs associated with Sherman's summer music series, 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 May 2024.

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.6.

Meeting Date: 5/6/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7299***

Authorizing Execution of an Agreement with Habitat for Humanity for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 521 East Carter Street within the City of Sherman Reinvestment Zone, Number 10 (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 521 East Carter Street situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

On June 5, 2023, City Council renewed the residential tax abatement program to encourage the redevelopment within the City of Sherman's Reinvestment Zone, Number Ten (#10). This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

Habitat for Humanity

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $543.56 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments:

1. Resolution No. 7299 - AD Valorem Abatement for 521 E Carter St
2. Residential Tax Abatement Agreement
3. Exhibit A - Plat
4. Deed
5. Application
6. Building Permit
7. Site Plan
8. Location Map
9. Site Photo
10. Reinvestment Zone Map

RESOLUTION NO. 7299

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH HABITAT FOR HUMANITY FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 521 EAST CARTER STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); 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 receipt of a fully-executed agreement from Habitat For Humanity and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Habitat For Humanity for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 521 East Carter Street, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

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 May 2024.

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

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **HABITAT FOR HUMANITY** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, on the 9th day of June, 2023, the City Council of Sherman, Texas adopted Ordinance No. 6598 and renewed the designation of the Residential Reinvesment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 7085) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2024, and continuing for tax years 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, and 2033 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2024, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2024	100%
2025	100%
2026	100%
2027	100%
2028	100%
2029	100%
2030	80%
2031	60%
2032	40%
2033	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if the appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be

able to inspect the property to ensure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, and 2033 as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new Single-Family Residence at 521 East Carter Street, Sherman, Texas, and as more particularly described by metes and bounds as to hereafter include the property described in **Exhibit A**:

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned, and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Habitat For Humanity
PO Box 910293
Sherman, TX 75090
(903) 819-0243

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the 2nd day of April, 2024.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON

OWNER:
HABITAT FOR HUMANITY

BY: _____
GREG BENTON

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

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

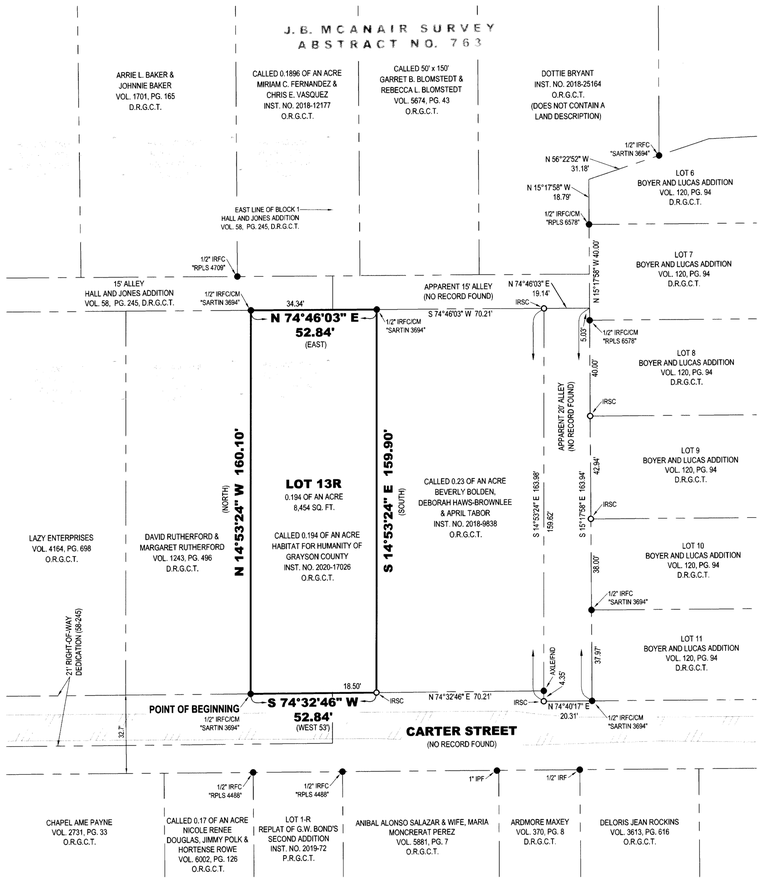
BEFORE ME, the undersigned authority, on this day personally appeared **GREG BENTON** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this 2nd day of April, 2024 A.D.

YESENIA M PANIAGUA
Notary ID #124100524
My Commission Expires
September 7, 2026

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

EXHIBIT A



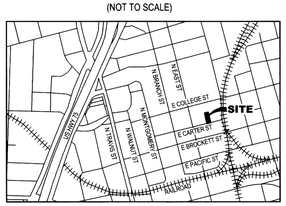
All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND

●	FOUND MONUMENT	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
○	SET MONUMENT		
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
IRFC	IRON ROD FOUND W/PLASTIC CAP	CM	CONTROLLING MONUMENT
PKF	PK NAIL FOUND	FND	FOUND
IRF	IRON ROD FOUND	VOL., PG.	VOLUME, PAGE
IPF	IRON PIPE FOUND	INST. NO.	INSTRUMENT NO.
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS		BOUNDARY LINE
			ADJOINER LINE
			ASPHALT

VICINITY MAP
(NOT TO SCALE)



22061

OWNER/DEVELOPER:
Habitat for Humanity of Grayson County
901 N Grand Avenue
P.O. Box 2725
Sherman, TX 75091
Ph: 903-893-0009

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 7/31/2020 11:26:58 AM
In the PLAT Records
REPLAT OF HALL AND JONES
Doc Number: 2020 – 109
Number of Pages: 2
Amount: 75.00
Order#: 20200731000044
By: SB

REPLAT OF HALL AND JONES
BLOCK 1, LOT 13R
0.194 OF AN ACRE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: BNH Checked by: CRN	Scale: 1"=30' Date: 05/04/2020	Project No. 20-0186 Sheet No. 1 of 2

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS HABITAT FOR HUMANITY OF GRAYSON COUNTY is the owner of all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being part of Lot 13 in Block 1 of Hall and Jones, according to the plat thereof recorded in Volume 58, Page 245, Deed Records of Grayson County, Texas, and being a re-tracement survey of a called 0.194 of an acre tract of land described in the deed to Habitat for Humanity of Grayson County, recorded in Instrument No. 2020-17026, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the southwest corner of said 0.194 acre tract, common to the southeast corner of a tract of land described in the deed to David Rutherford and Margaret Rutherford, recorded in Volume 1243, Page 496, said Deed Records, and on the southerly line of said Lot 13, and on the northerly line of East Carter Street (no record found);

THENCE North 14°53'24" West, with the westerly line of said 0.194 acre tract, and with the easterly line of said Rutherford Tract, and crossing said Lot 13, a distance of 160.10 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said 0.194 acre tract, common to the northeast corner of said Rutherford Tract, and on the northerly line of said Lot 13, and on the southerly line of a 15-foot alley in aforesaid Block 1;

THENCE North 74°46'03" East, with the northerly line of said 0.194 acre tract, and with the northerly line of said Lot 13, and with the southerly line of said 15-foot alley part of the way, passing en route at a distance of 34.34 feet the northeast corner of said Lot 13, and continuing on said course, and with the southerly line of an apparent 15-alley (no record found), a total distance of 52.84 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northeast corner of said 0.194 acre tract, common to the northwest corner of a called 0.23 of an acre tract of land described in the deed to Beverly Bolden, Deborah Haws-Brownlee and April Tabor, recorded in Instrument No. 2018-9838, said Official Records;

THENCE South 14°53'24" East, with the easterly line of said 0.194 acre tract, and with the westerly line of said 0.23 acre tract, a distance of 159.90 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the southeast corner of said 0.194 acre tract, common to the southwest corner of said 0.23 acre tract, and on the northerly line of aforesaid East Carter Street;

THENCE South 74°32'46" West, with the southerly line of said 0.194 acre tract, and with the northerly line of said East Carter Street, passing en route at a distance of 18.50 feet the southeast corner of aforesaid Lot 13, and continuing on said course, and with the southerly line of said Lot 13, a total distance of 52.84 feet to the POINT OF BEGINNING and enclosing 0.194 of an acre (8,454 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **HABITAT FOR HUMANITY OF GRAYSON COUNTY,** does hereby adopt this plat designating the hereinbefore described property as **REPLAT OF HALL AND JONES, BLOCK 1, LOT 13R**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: HABITAT FOR HUMANITY OF GRAYSON COUNTY

By: _____
Michael P. Kauffman, President

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael P. Kauffman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 31st DAY OF July, 2020.

_____
Notary Public in and for the State of Texas

CHRISTOPHER LYNN BUTLER
Notary Public, State of Texas
Comm. Expires 03-29-2022
Notary ID 12822392-0

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

_____ 07/28/2020
Mayor, City of Sherman, Texas — Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **REPLAT OF HALL AND JONES, BLOCK 1, LOT 13R** to the City of Sherman was submitted to the City Council on the 6th day of July, 2020 and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this 28th day of July, A.D. 2020

Linda Ashby
Clerk, City of Sherman, Texas

CITY OF SHERMAN TEXAS

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this 16th day of June, 2020, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman — Secretary

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

_____ 7-20-2020
Chris R. Noah — Date
Registered Professional Land Surveyor No. 6585

STATE OF TEXAS
REGISTERED
CHRIS R. NOAH
6585
PROFESSIONAL
LAND SURVEYOR

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 7/31/2020 11:26:58 AM
In the PLAT Records
REPLAT OF HALL AND JONES
Doc Number: 2020 – 109
Number of Pages: 2
Amount: 75.00
Order#: 20200731000044
By: SB

OWNER/DEVELOPER:
Habitat for Humanity of Grayson County
901 N Grand Avenue
P.O. Box 2725
Sherman, TX 75091
Ph: 903-893-0009

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

E-9-403

REPLAT OF HALL AND JONES
BLOCK 1, LOT 13R
0.194 OF AN ACRE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: BNH Checked by: CRN	Scale: 1"=30' Date: 05/04/2020	Project No. 20-0186 Sheet No. 2 of 2

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2020 - 17026

ERecordings-RP

Recorded On: July 09, 2020 08:55 AM

Number of Pages: 5

Parties: MAGERS WILLIAM L ETAL

" Examined and Charged as Follows: "

Total Recording: $28.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	17026
Receipt Number:	20200709000014
Recorded Date/Time:	July 09, 2020 08:55 AM
User:	Hailee A
Station:	CLERK05

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

316805

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

General Warranty Deed

Date: June 23, 2020

Grantor: WILLIAM L. MAGERS d/b/a LAZY L ENTERPRISES, an unincorporated proprietorship

Grantor's Mailing Address:

4 Timberview
Sherman, TX 75092

Grantee: HABITAT FOR HUMANITY OF GRAYSON COUNTY

Grantee's Mailing Address:

PO Box 2725
Sherman, TX 75091

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

The herein described tract of land is also being conveyed subject to all, or a portion of the oil, gas and other minerals in, under, or that may be produced from the herein described tract of land, all, or a portion of same having been reserved by prior grantors, together with all outstanding oil and gas leases appearing of record in the Deed Records and/or Official Records of the County of the property described herein, all of which are excepted from the WARRANTY hereinafter given.

Special Provision:

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Exceptions to Conveyance and Warranty:

All recorded and existing restrictions, reservations, and, covenants affecting the land described herein. All existing easements, rights-of-way, and prescriptive rights, whether of record or not. All taxes for the year 2020, which Grantee assumes and agrees to pay, and subsequent assessments for that year and prior years due to the change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

LAZY L ENTERPRISES,
an unincorporated proprietorship

By: _____
WILLIAM L. MAGERS, PROPRIETOR

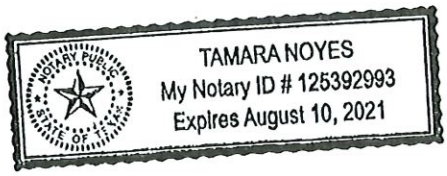
STATE OF TEXAS)

COUNTY OF GRAYSON)

This instrument was acknowledged before me on June 23rd, 2020, by WILLIAM L. MAGERS, Proprietor of LAZY L ENTERPRISES, an unincorporated proprietorship.

Tamara Noyes

Notary Public, State of Texas
My commission expires: 8/10/21



PREPARED IN THE OFFICE OF:

ADAMS BENNETT DUNCAN & HENLEY
2745 Wind River Lane
Denton, TX 76210
Tel: (940) 566-6221
Fax: (940) 566-4977

AFTER RECORDING RETURN TO:

_____

_____

_____

EXHIBIT "A"

BEING all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being part of Lot 13 in Block 1 of Hall and Jones, according to the plat thereof recorded in Volume 58, Page 245, Deed Records of Grayson County, Texas, and being a re-tracement survey of a tract of land described in the deed to Lazy L. Enterprises, recorded in Volume 5066, Page 260, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the southwest corner of said Lazy L. Enterprises Tract, common to the southeast corner of a tract of land described in the deed to David Rutherford and Margaret Rutherford, recorded in Volume 1243, Page 496, said Deed Records, and on the southerly line of said Lot 13, and on the northerly line of East Carter Street (no record found);

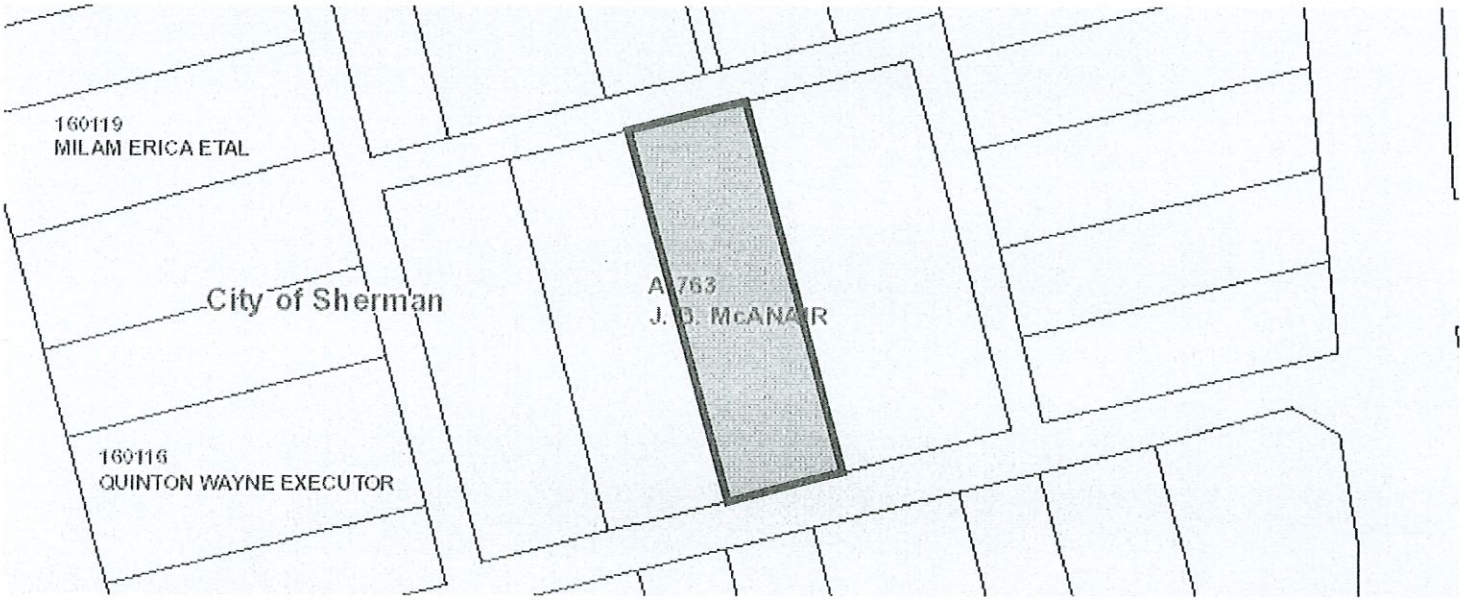
THENCE North 14°53'24" West, with the westerly line of said Lazy L. Enterprises Tract, and with the easterly line of said Rutherford Tract, and crossing said Lot 13, a distance of 160.10 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said Lazy L. Enterprises Tract, common to the northeast corner of said Rutherford Tract, and on the northerly line of said Lot 13, and on the southerly line of a 15-foot alley in aforesaid Block 1;

THENCE North 74°46'03" East, with the northerly line of said Lazy L. Enterprises Tract, and with the northerly line of said Lot 13, and with the southerly line of said 15-foot alley part of the way, passing en route at a distance of 34.34 feet the northeast corner of said Lot 13, and continuing on said course, and with the southerly line of an apparent 15-alley (no record found), a total distance of 52.84 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northeast corner of said Lazy L. Enterprises Tract, common to the northwest corner of a called 0.23 of an acre tract of land described in the deed to Beverly Bolden, Deborah Haws-Brownlee and April Tabor, recorded in Instrument No. 2018-9838, said Official Records;

THENCE South 14°53'24" East, with the easterly line of said Lazy L. Enterprises Tract, and with the westerly line of said 0.23 acre tract, a distance of 159.90 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the southeast corner of said Lazy L. Enterprises Tract, common to the southwest corner of said 0.23 acre tract, and on the northerly line of aforesaid East Carter Street;

THENCE South 74°32'46" West, with the southerly line of said Lazy L. Enterprises Tract, and with the northerly line of said East Carter Street, passing en route at a distance of 18.50 feet the southeast corner of aforesaid Lot 13, and continuing on said course, and with the southerly line of said Lot 13, a total distance of 52.84 feet to the POINT OF BEGINNING and enclosing 0.194 of an acre (8,454 square feet) of land, more or less.

Map



Property Details

Account		
Property ID:	407951	**Geographic ID:** S030 2700001
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	E CARTER ST SHERMAN, TX	
Map ID:	S030	**Mapsco:** 1
Legal Description:	HALL & JONES REPLAT, LOT 1, FUTURE LOW-INCOME HOUSING SITE, ACRES .1940	
Abstract/Subdivision:	G-2700 - HALL & JONES REPLAT	
Neighborhood:	N	
Owner		
Owner ID:	164828	
Name:	HABITAT FOR HUMANITY OF GRAYSON COUNTY	
Agent:		
Mailing Address:	PO BOX 2725 SHERMAN, TX 75091-2725	
% Ownership:	100.0%	

Exemptions:	EX-XD - 11.181 Improving property for housing with volunteer labor For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	N/A (+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)
Market Value:	N/A (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	N/A (=)
Homestead Cap Loss:	N/A (-)
Assessed Value:	N/A
Ag Use Value:	N/A

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: HABITAT FOR HUMANITY OF GRAYSON COUNTY **%Ownership:** 100.0%

Entity	Description	Market Value	Taxable Value
CAD	Central Appraisal District	N/A	N/A
CSH	City of Sherman	N/A	N/A
GRA	Grayson County	N/A	N/A
JRC	Jr College	N/A	N/A
SSH	Sherman School District	N/A	N/A

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RESID	Residential	0.1940	8,450.64	52.84	160.00	N/A	N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	$0	$43,521	$0	$43,521	$0	$43,521
2022	$0	$21,127	$0	$21,127	$0	$21,127
2021	$0	$12,496	$0	$12,496	$0	$12,496

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
3/23/2021	CORR	CORRECTION	MAGERS WILLIAM L DBA LAZY L ENTERPRISES	HABITAT FOR HUMANITY OF GRAYSON COUNTY			2021-11819
7/31/2020	PLAT	PLAT RECORDED		HABITAT FOR HUMANITY OF GRAYSON COUNTY			2020-109

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Cheryl Townsend

Mailing Address: 3621 Steeplechase Dr, Apt 6108 Sherman TX 75092

Telephone Number: 501-218-6321

Contact (if different than owner):

Name: Habitat for Humanity - Laurie Mealy

Mailing Address: PO Box 2725, Sherman 75091

Telephone Number: 903-893-0009

Property:

Physical Address: 521 E. Carter, Sherman 75090

Summary Legal Description: Lot: 1 Block: _____ Addition: Hall + Jones Replat

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: X Remodeling: _____

Estimated Value of Improvements: $107,000

Estimated Date of Start of Construction: April 1, 2024

Estimated Date of Completion of Project: September 1, 2024

Description of Project: Three-bedroom, two-bath construction

Applicant(s): Cheryl Townsend Date: 4-1-24

Laurie Mealy Date: 4-1-24

gregjackpapa1@gmail.com

CITY OF SHERMAN

New Residential Building Permit

#24-000122 | Issued on: 03/08/2024 at 10:55 AM

Project Description: Building a new house for Habitat for Humanity.

ADDRESS
521 E CARTER St
Sherman, TX 75090

PERMIT HOLDER
GREG BENTON
(903) 819-0243

COLLABORATORS
• GREG BENTON
(903) 819-0243

INFORMATION FIELDS

Subcontractor	Greg Benton - General Contractor	Zoning District	R - 6
Square Feet of Living Area	1270	Square Feet of Garage Area	252
Total Square Feet	1522	Bedrooms	3
Bathrooms	2	Number of Stories	1
Number of Acres	0.194	Type of Construction List	Wood Frame
Garage Parking	1	Off Street Parking	2
Tax Abatement	Yes	Sewer Disposal	Public Sewer
Water Supply	Public	Heating	Gas
Permit Certification	Yes		

FEE	TOTAL	PAID	DUE
Building Permit Fee (R)	$ 761.00	$ 761.00	$ 761.00
Storm Water Fee	$ 25.00	$ 25.00	$ 25.00
Impact Fee Zone 3	$ 440.00	$ 440.00	$ 440.00
Impact Fee - Water	$ 1,021.00	$ 1,021.00	$ 1,021.00
Impact Fee - Sewer	$ 322.00	$ 322.00	$ 322.00
TOTALS	$ 2,569.00	$ 2,569.00	$ 0.00

NOTES
Contractor - Greg Benton; Electrician - King Julian Electric; Plumbing - Gene Ford Plumbing; Mechanical - Advanced Cooling

NOTICE
This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended of abandoned for a period of 6 months at any time after work is started. This permit is for the Permit Holder only. Repermitting will be required if Contractor changes.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

It shall be the duty of the holder of this permit to notify the Building Department when work is ready for inspection. It shall be the duty of the Permit Holder to provide access to and means for inspections of such work required by the adopted codes.

Permit not valid until signed by all parties.

(Signature of Contractor or Authorized Agent) — Date

(Approved By) Flood Plain Administrator — 3-11-2024 Date

(Approved By) Building Official or his Designee — 3-8-24 Date

Note: This permit is not approved or valid until signed by the Building Official or his Designee.

MARKED PLANS IN MYGOV

ALL WORK AND MATERIALS SHALL COMPLY WITH THE 2021 IRC, IECC AND THE 2023 NEC.

ALL WORK AND MATERIALS SHALL COMPLY WITH THE 2021 IRC, IECC AND THE 2023 NEC.

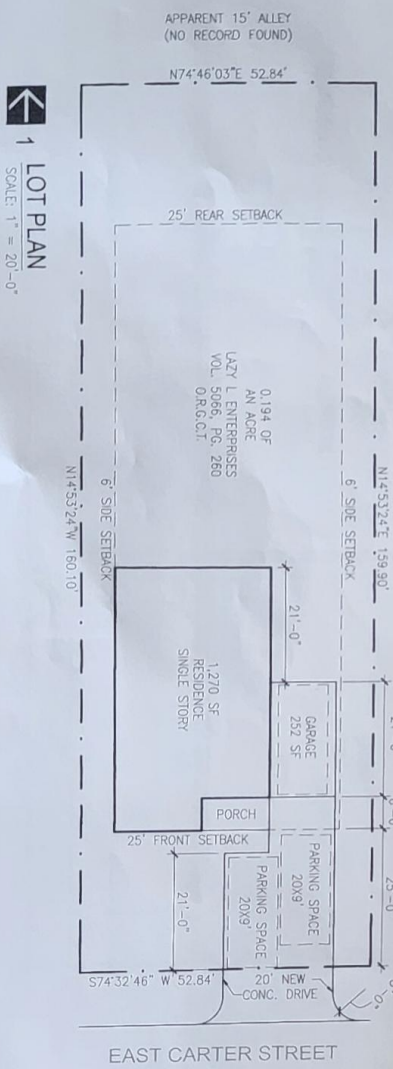
A 9x20 off-street parking space is required for each bedroom. The sidewalk and approach are considered the right of way and cannot be calculated as part of the required parking. Side by side parking shall be at least 18x20 inside the garage and out. The approach shall be approved and have a permit in place before the foundation inspection can be scheduled.

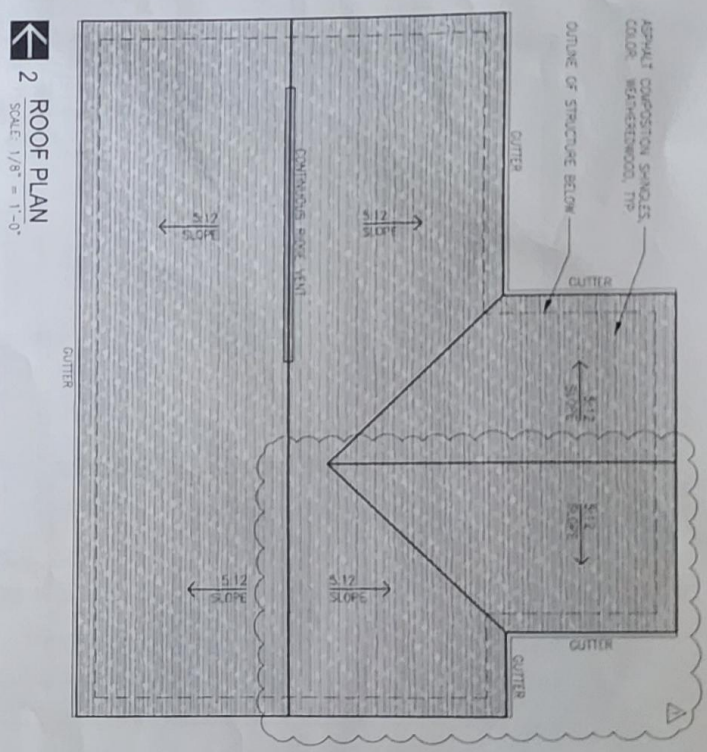
Greg Benton
903-819-0243
gregjackpapa1@gmail.com

By ordinance, two trees are required on each residential lot, one in the rear yard and one in the front yard. Check tree ordinance for size and types of trees required.

Setbacks shall meet city requirements.

LIST OF DRAWINGS	
A1.0	LOT & ROOF PLAN
A2.0	FLOOR PLAN & DETAILS
A3.0	EXTERIOR ELEVATIONS & DETAILS
A3.1	EXTERIOR ELEVATIONS & DETAILS
E1.0	POWER & PLUMBING PLAN
E2.0	LIGHTING PLAN





lot & roof plan

PROJECT NUMBER	DATE	SHEET NUMBER
HFH-14	09.18.23	A1.0

THE TOWNSEND RESIDENCE
521 ~~642~~ E Carter St
Sherman, TX 75090

REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISED ROOF PITCH	11/08/2023

10.09.23

BACA

521 East Carter Street

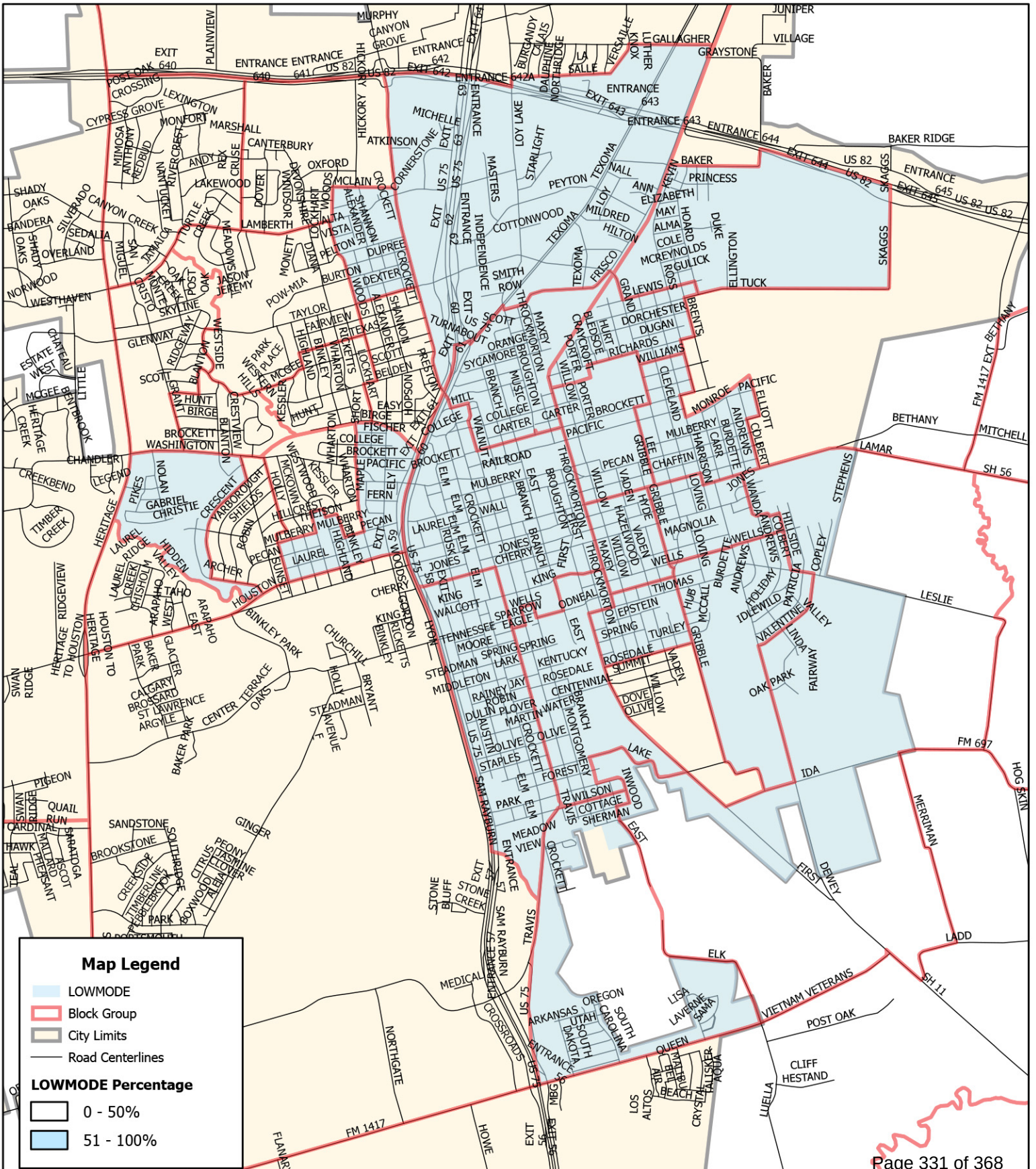
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 200 ft

DEERE
325G


Map Legend
LOWMODE
Block Group
City Limits
Road Centerlines
LOWMODE Percentage
0 - 50%
51 - 100%

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.1.

Meeting Date: 5/6/2024

Prepared By: Zachary Flores, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:
OTHER BUSINESS
Presentation from Hidell on the City Hall Renovations

Issue:
Presentation and update on the design for the remodel of City Hall.

Background:
The current City Hall was renovated in 2000. The City has seen significant growth since its original design. Staff and council have explored numerous options to include the construction of a new city hall building. With council approval, staff has pursued the design of a remodel for city hall. This presentation will provide council with an updated design to include conceptual renderings of the interior.

Origination:
Management Services

Financial Consideration:
Estimated $2-3 million to remodel City Hall

Staff Recommendation:
Continue with further design for 100% construction documents.

Alternatives:
As determined by council.

Attachments:
1. Council Presentation 4.15.2024

SHERMAN CITY HALL

CITY OF SHERMAN

CITY COUNCIL
PROGRESS PRESENTATION
4.15.2024

PREPARED BY
HIDELL AND ASSOCIATES ARCHITECTS, INC.

PROJECT OVERVIEW

PROJECT GOALS

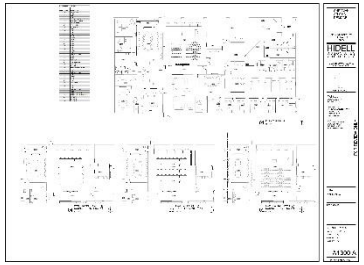
GOALS

IMPROVE CITIZEN ACCESS

IMPROVE STAFF WORKFLOW

CURRENT TASKS

TASK I



COMPLETE DESIGN

DRAWINGS COMPLETE MAY 2024

TASK II

BIDDING / APPROVAL

JUNE 2024

BRING TO COUNCIL FOR APPROVAL IN JULY 2024

5 WEEKS

TASK III

VACATE FACILITY

- *RELOCATE CITY STAFF TO OLD POLICE STATION*

1 WEEK

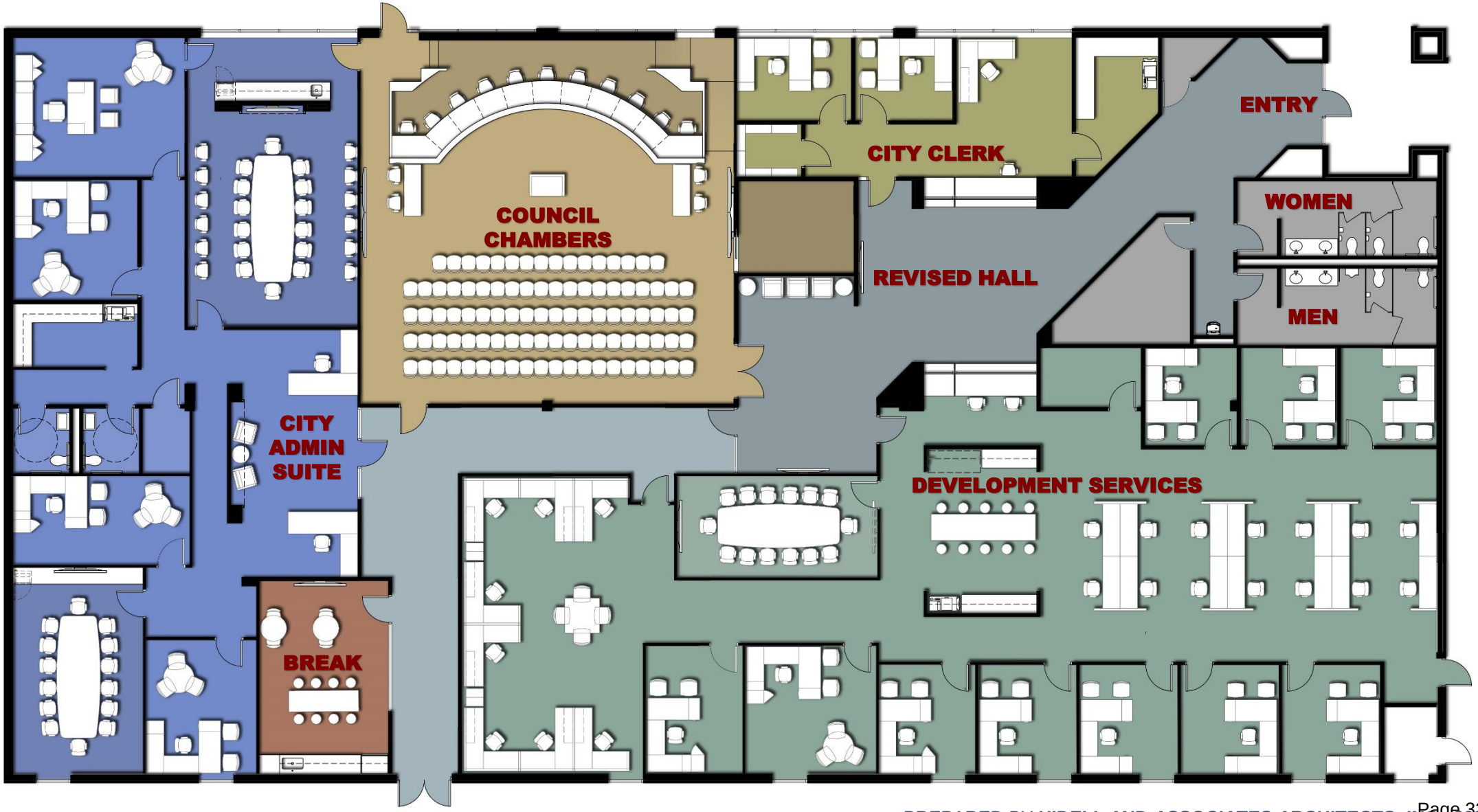
TASK VII

CONSTRUCTION

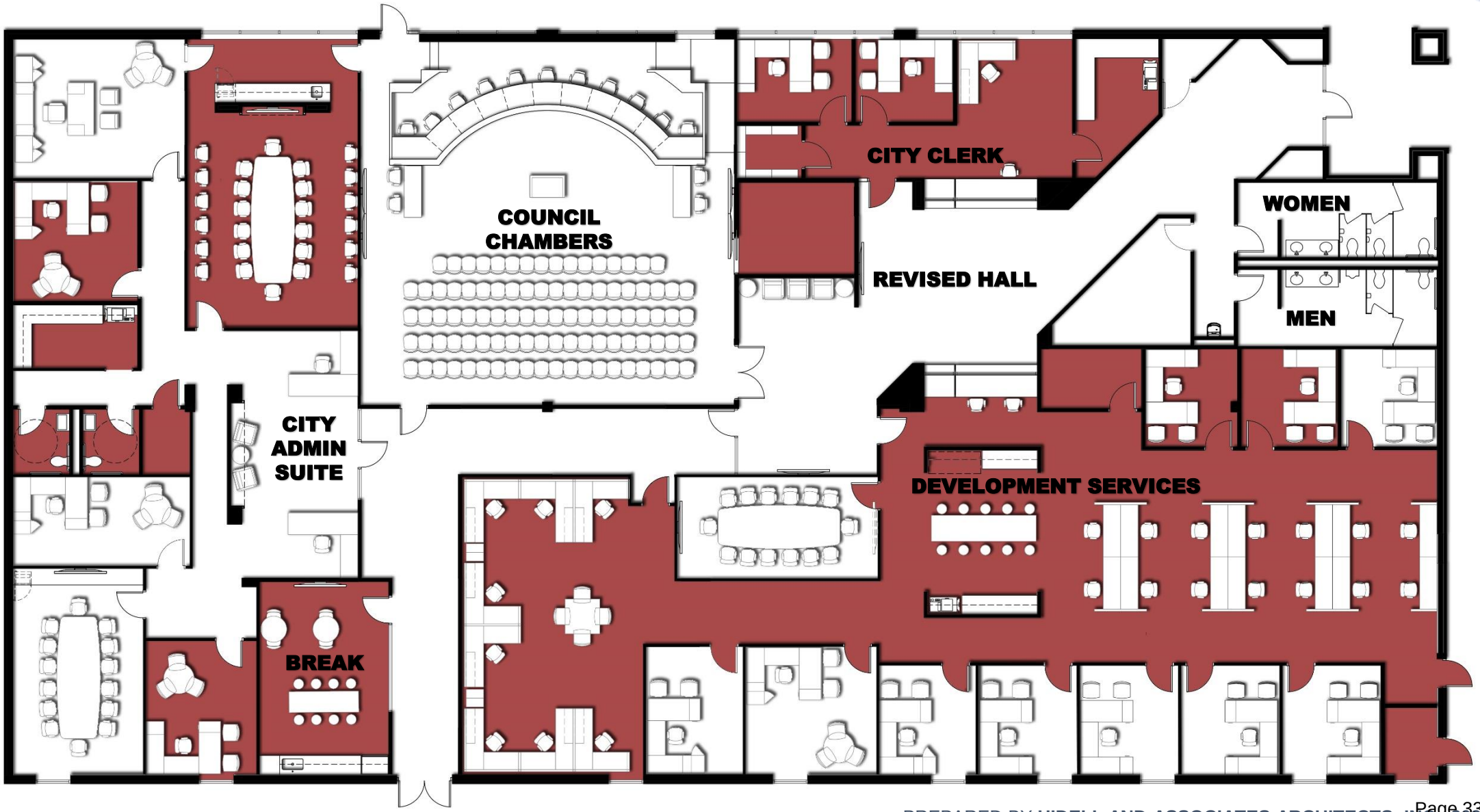
ESTIMATED COMPLETION SPRING 2025

6 TO 8 MONTHS

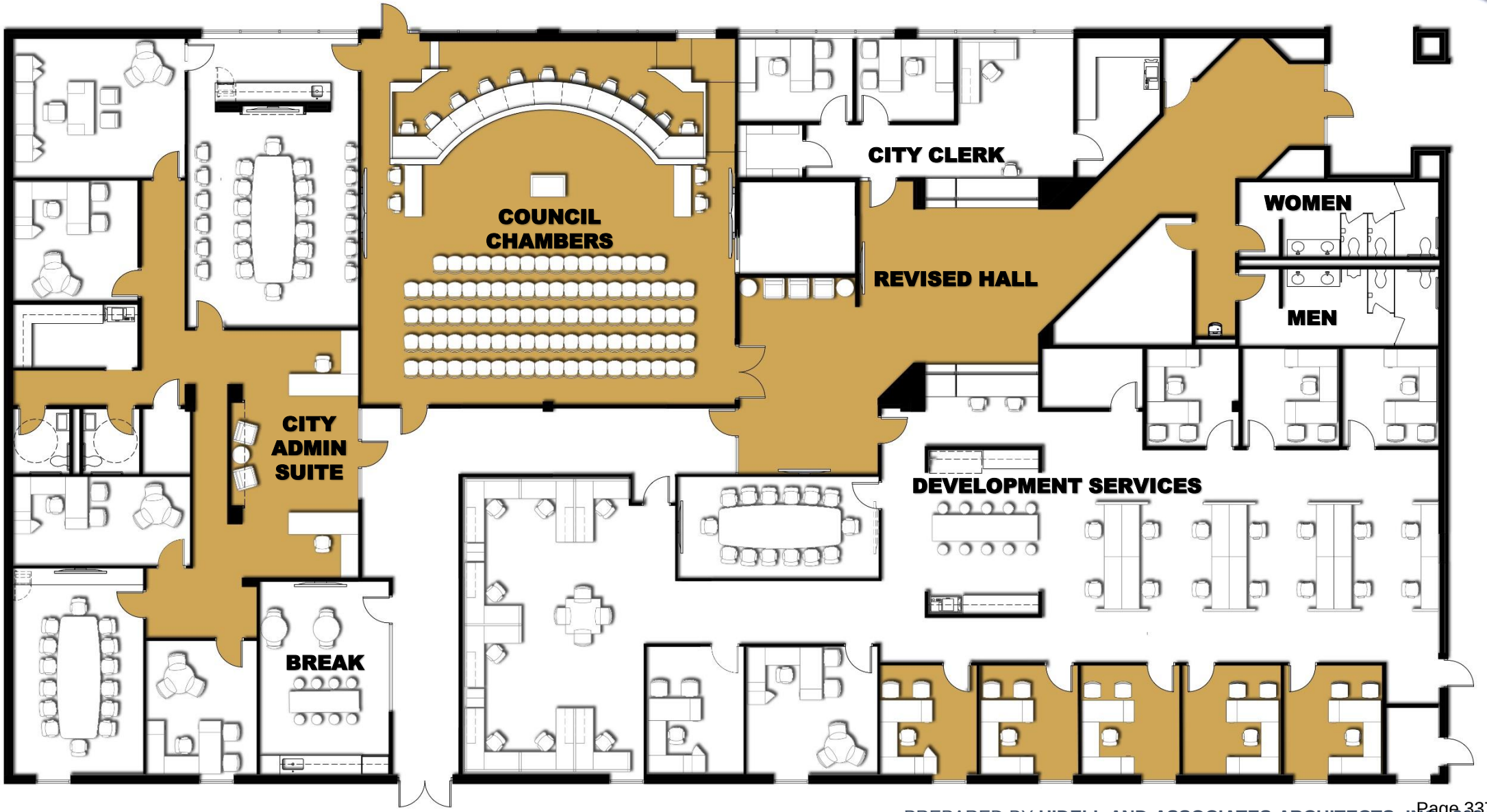
REVISED LAYOUT



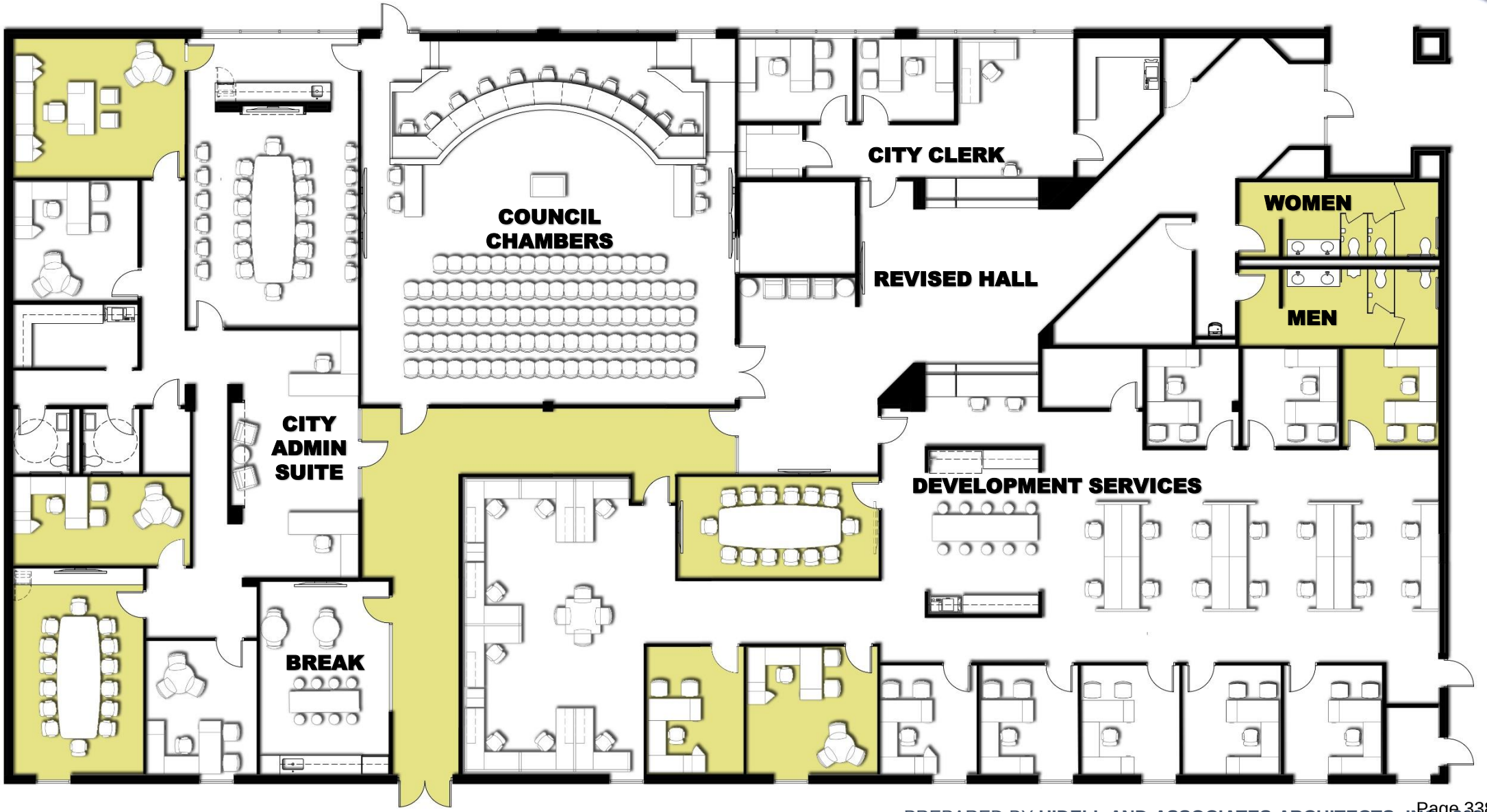
HEAVY RENOVATION AREAS



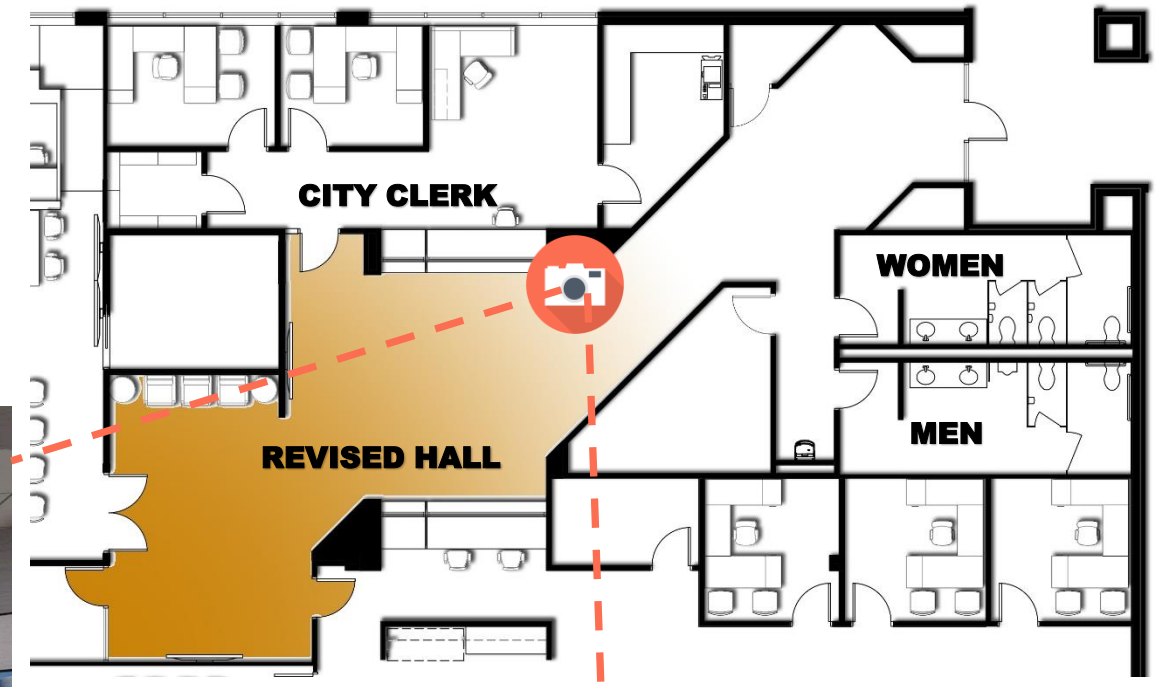
MEDIUM RENOVATION AREAS



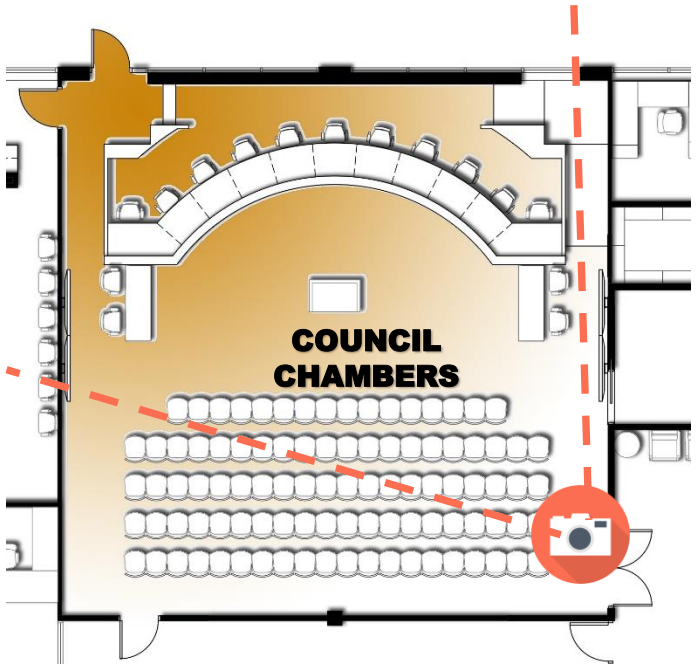
LIGHT RENOVATION AREAS



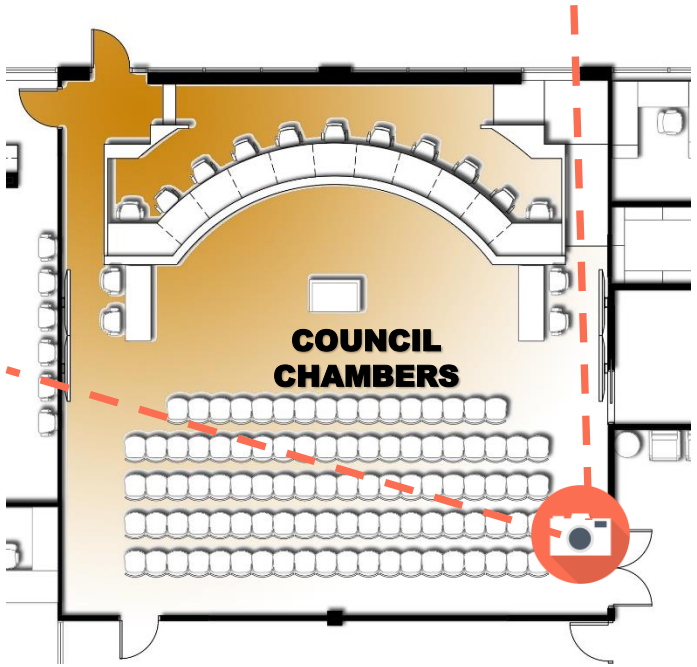
ENTRY HALL VIEW



COUNCIL CHAMBER'S VIEW

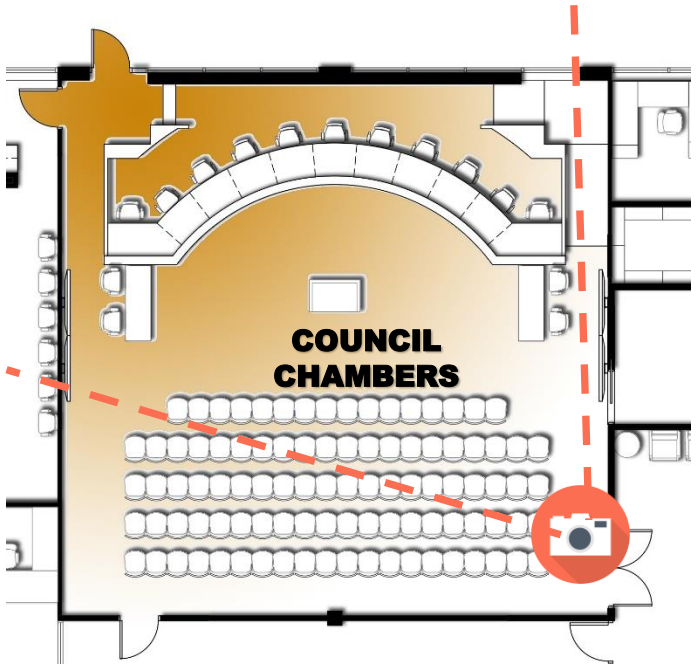


COUNCIL CHAMBER'S VIEW



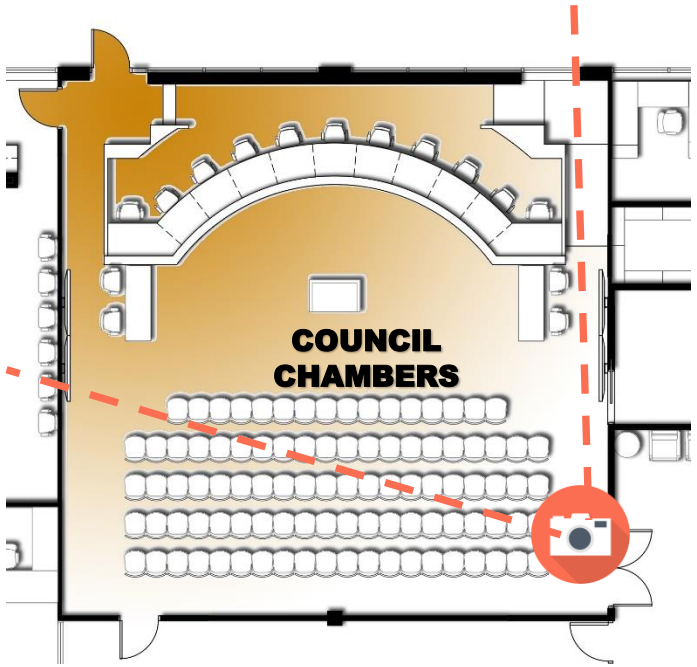
ROUGH STONE OPTION

COUNCIL CHAMBER'S VIEW



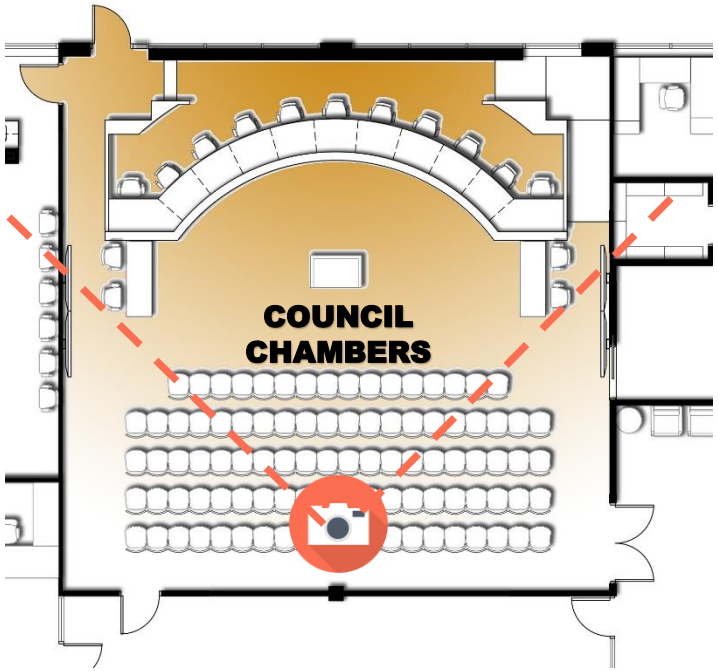
WOOD PANEL OPTION

COUNCIL CHAMBER'S VIEW



SMOOTH STONE OPTION

COUNCIL CHAMBER'S VIEW



ADMINISTRATION SUITE VIEW

ADMINISTRATION CONFERENCE ROOM VIEW

SHERMAN CITY HALL

CITY OF SHERMAN

CITY COUNCIL
PROGRESS PRESENTATION
4.15.2024

PREPARED BY
HIDELL AND ASSOCIATES ARCHITECTS, INC.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.2.

Meeting Date: 5/6/2024

Prepared By: Nate Strauch, Community and Support Services Manage

Approved By: Robby Hefton, City Manager

Caption:
OTHER BUSINESS
Receive Presentation on New Main Street signs

Issue:
Receive presentation on Main Street signs

Background:
The Sherman Main Street Advisory Board would like to add the honorary designation of "Main Street" to Travis Street between Washington Street and Jones Street. The legal name of the street would remain unchanged. Custom, stylized signs would be added to the existing signs, much the same way that W. Travis has been designated as "Bearcat Way."

Origination:
Sherman Main Street Advisory Board

Financial Consideration:
There is minimal cost associated with printing and installing these signs through in-house resources.

This item would not negatively affect the budget.

Staff Recommendation:
Staff recommends designating Travis Street between Washington and Jones as "Sherman's Main Street."

Alternatives:
As directed by Council

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.3.

Meeting Date: 5/6/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for the Proposed Annexation of Approximately 2.02 acres of land located North of Post Oak Creek and South of Three Oaks, Phase II, and West of Three Oaks Phase III and in the City of Sherman's Extraterritorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of approximately 2.02 acres of land located North of Post Oak Creek and South of Three Oaks, Phase II, and West of Three Oaks Phase III adjacent to the Sherman City Limits, and in the City's extraterritorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

The property owner, Three Oaks Development and Construction Company, has requested annexation into the city limits of approximately 2.02 acres of land located North of Post Oak Creek and South of Three Oaks, Phase II, and West of Three Oaks Phase III and in the City of Sherman's Extraterritorial Jurisdiction. City staff recommends the public hearing on the request to annex be held at the May 20, 2024 meeting and that action on the Annexation Ordinance be taken at the same meeting. Additionally, Council will consider approval of the developer's application for Planned Development approval at that same meeting.

Origination:

Letter from Kirk D. Allen, President, Three Oaks Development

Financial Consideration:

A cost benefit analysis will be prepared prior to final action on this item.

Staff Recommendation:

City Staff recommends that the public hearing on the intent to annex be held at the May 20, 2024 regular meeting and that action on the Annexation Ordinance be taken at the same meeting.

Alternatives:

None Proposed

Attachments:

1. Annexation Request
2. Annexation Agreement
3. Annexation Survey 2.02ac
4. Location Map City Limits
5. Annexation Schedule

Three Oaks
Development and Construction

City Of Sherman

Amber Doan

Annexation Request

Please reference previously provided survey for a portion of the 16.01 acre survey, 2.02 acres of which is respectfully requested for annexation into the City of Sherman.

This parcel is a section of our already approved preliminary plats for Phase 3 and 4.

The following is provided:

Owner: Three Oaks Development and Construction Company
1313 W Washington St, Sherman TX 75092
POC Kirk Allen, 972-672-7793, kirkallen@yahoo.com

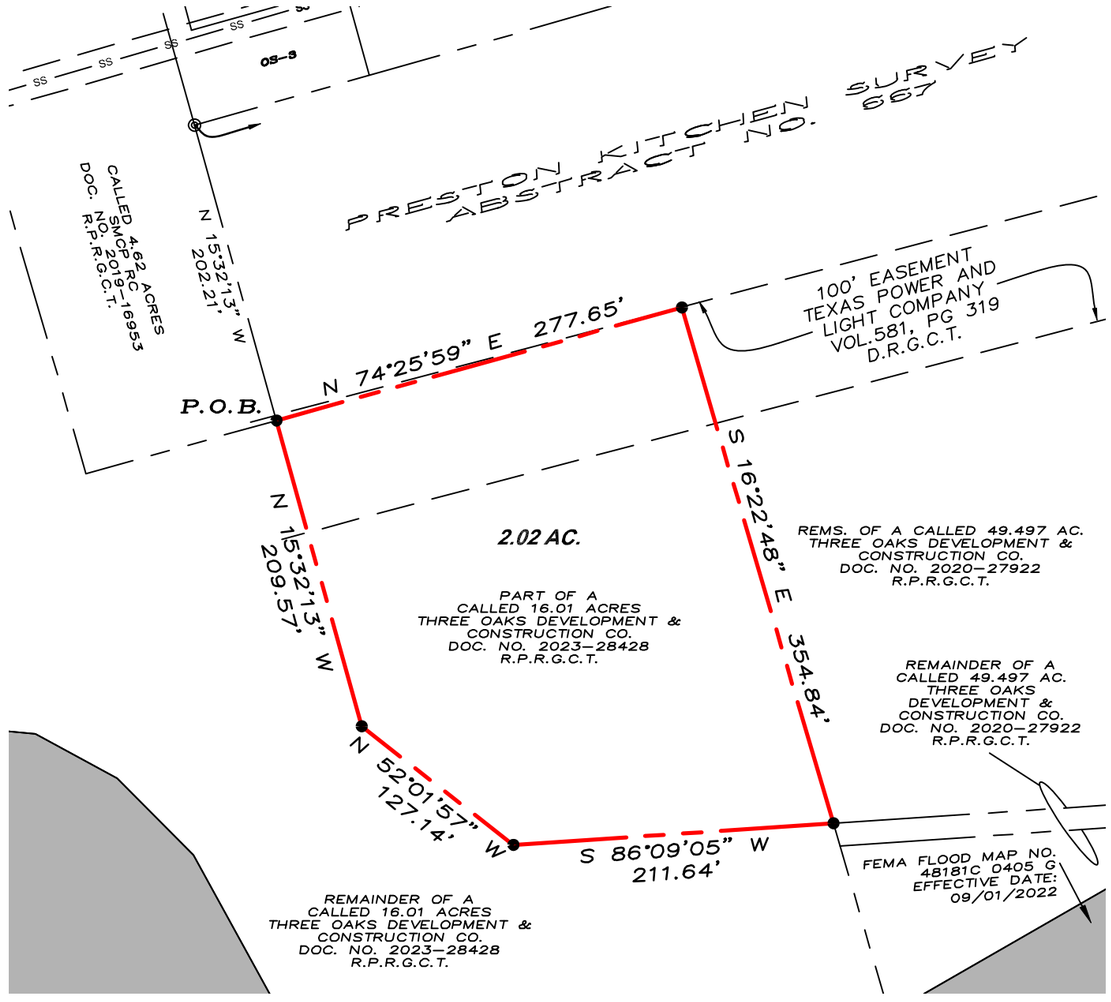
KIRK D. ALLEN
President
Three Oaks Development and Construction Co.

JOB NO. 240100056 T3
DFT: BH

LEGEND

●	1/2" STEEL ROD SET	P.O.B.	POINT OF BEGINNING
◎	1/2" STEEL ROD FOUND	R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS		BOUNDARY LINE
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS		PROPERTY LINE
			EASEMENT LINE

SCALE
1" = 100'



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Preston Kitchen Survey, Abstract No. 667, and being part of a called 16.01 acre tract of land described in the deed to Three Oaks Development and Construction Co., recorded in Document No. 2023-28428, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod set for the northwest corner of the herein described tract of land, common to the southeast corner of a called 4.62 acre tract of land described in the deed to SMCP RC, recorded in Document No. 2019-16953, said Real Property Records, and common to the western-most southwest corner of a called 49.497 acre tract of land described in the deed to Three Oaks Development and Construction Co., recorded in Document No. 2020-27922, said Real Property Records, and on a northerly line of said 16.01 acre tract, and from which a 1/2" steel rod found for the southwest corner of Three Oaks Addition, Section 2, according to the plat thereof recorded in Document No. 2023-234, Plat Records, Grayson County, Texas, bears North 15°32'13" West, a distance of 202.21 feet;

Thence North 74°25'59" East, with a northerly line of said 16.01 acre tract, and with a southerly line of said 49.497 acre tract, a distance of 277.65 feet to a 1/2" steel rod set for the eastern-most northeast corner of said 16.01 acre tract;

Thence South 16°22'48" East, with an easterly line of said 16.01 acre tract, and with a westerly line of said 49.497 acre tract, a distance of 354.84 feet to a 1/2" steel rod set for the southeast corner of the herein described tract of land;

Thence crossing said 16.01 acre tract, the following 3 courses:

1. South 86°09'05" West, a distance of 211.64 feet to a 1/2" steel rod set;
2. North 52°01'57" West, a distance of 127.14 feet to a 1/2" steel rod set;
3. North 15°32'13" West, a distance of 209.57 feet to the Point of Beginning and containing 2.02 acres of land, more or less.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/11/24

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~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and THREE OAKS DEVELOPMENT & CONSTRUCTION COMPANY ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 2.02± acres, situated in the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner' request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the

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 Landowner.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.

3. **Agreement Conditioned on Annexation**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.

4. **Agreed Service Plan**. Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:

(a) Police Services.

(i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

(ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(b) Fire Services.

(i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.

(ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(c) Environmental Health and Code Enforcement Services.

(i) Enforcement of Sherman's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

(ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

(i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.

(ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

(i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.

(ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

(i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

(ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will be included in all future plans for providing parks and recreation services to Sherman.

(iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

(i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.

(ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.

(h) Streets.

(i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.

(ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

(iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.

(iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

(i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

(i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(k) Miscellaneous.

(i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.

(ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

5. **Default**. If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

6. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.

7. **Limitations of Agreement**. Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact 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 Landowner to Sherman under any ordinance, whether now existing or in the future arising.

8. **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 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 Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@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) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

Three Oaks Development & Construction Company
Attn: Kirk Allen, President
1313 W. Washington St.
Sherman, TX 75092
Telephone: (972) 672-7793
Email: kirkallen@yahoo.com

10. **Release. LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Vested Rights/Chapter 245 Waiver**. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. **LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **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.

13. **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.

14. **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.

15. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **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.

17. **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). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement**.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

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: _____

Attested to by:

_____
Linda Ashby, City Clerk

Approved as to Form and Content:
The Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Name: Ryan D. Pittman
Title: City Attorney

THREE OAKS DEVELOPMENT & CONSTRUCTION COMPANY

By: _____
Printed Name: Kirk Allen
Title: President
Date: 16 April 2024

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 of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared **Kirk Allen,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 16 day of April, 2024.

_____
Notary Public, State of Texas
My Commission Expires:_____

MENDY DIANNE BLACKBURN
Notary ID #124885473
My Commission Expires
May 6, 2024

Exhibit A

Situated in the County of Grayson, State of Texas, being a part of Preston Kitchen Survey, Abstract No. 667, and being part of a called 16.01 acre tract of land described in the deed to Three Oaks Development and Construction Co., recorded in Document No. 2023-28428, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

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Thence North 74°25'59" East, with a northerly line of said 16.01 acre tract, and with a southerly line of said 49.497 acre tract, a distance of 277.65 feet to a 1/2" steel rod set for the eastern-most northeast corner of said 16.01 acre tract;

Thence South 16°22'48" East, with an easterly line of said 16.01 acre tract, and with a westerly line of said 49.497 acre tract, a distance of 354.84 feet to a 1/2" steel rod set for the southeast corner of the herein described tract of land;

Thence crossing said 16.01 acre tract, the following 3 courses:

1. South 86°09'05" West, a distance of 211.64 feet to a 1/2" steel rod set;

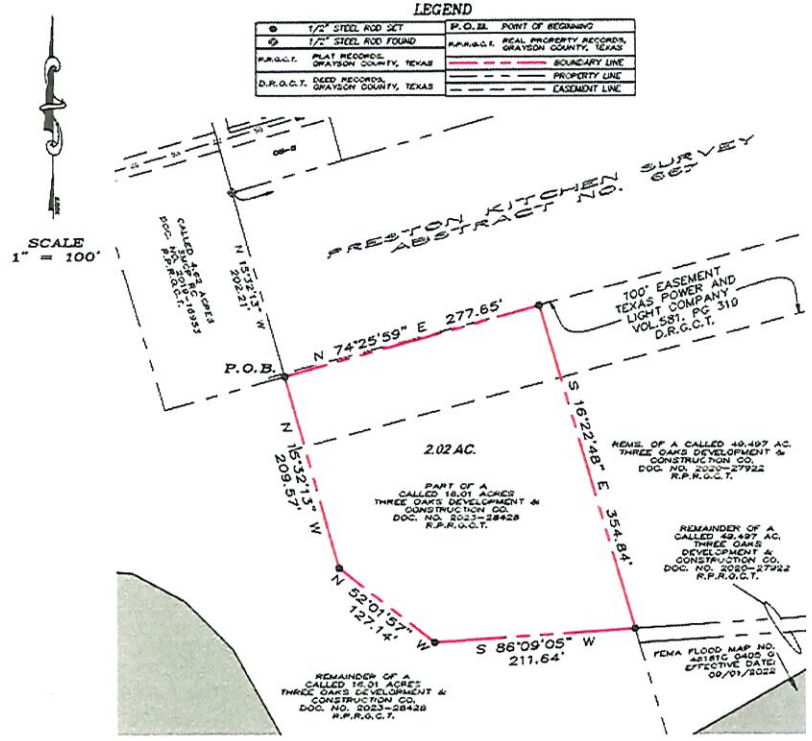
2. North 52°01'57" West, a distance of 127.14 feet to a 1/2" steel rod set;

3. North 15°32'13" West, a distance of 209.57 feet to the Point of Beginning and containing 2.02 acres of land, more or less.

JOB NO. 240100056 T3
DFT: BH

LEGEND

●	1/2" STEEL ROD SET	P.O.B.	POINT OF BEGINNING
⊙	1/2" STEEL ROD FOUND	R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS		BOUNDARY LINE
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS		PROPERTY LINE
			EASEMENT LINE



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I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/11/24

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~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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

JOB NO. 240100056 T3
DFT: BH

LEGEND

●	1/2" STEEL ROD SET	P.O.B.	POINT OF BEGINNING
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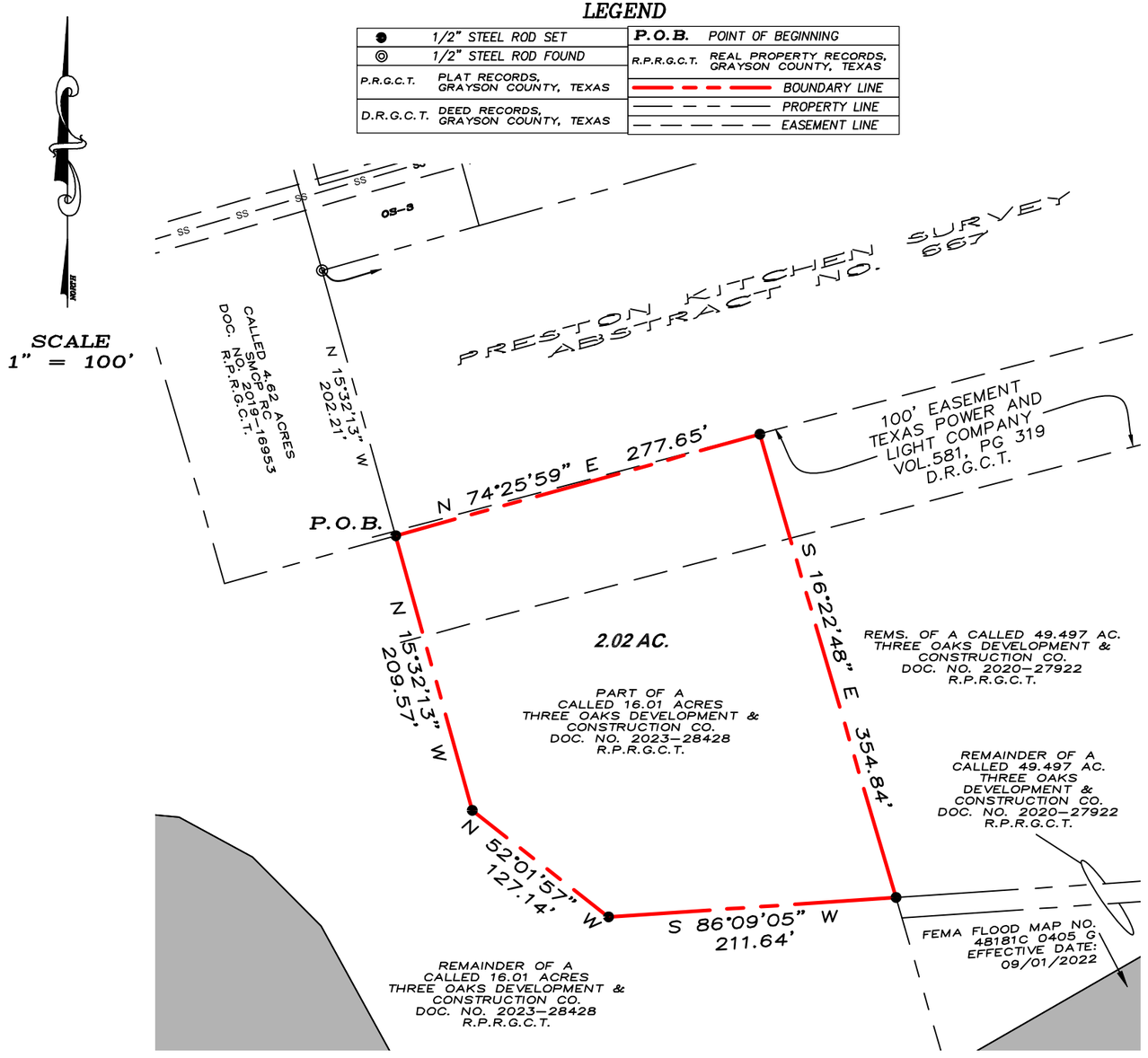

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Preston Kitchen Survey, Abstract No. 667, and being part of a called 16.01 acre tract of land described in the deed to Three Oaks Development and Construction Co., recorded in Document No. 2023-28428, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod set for the northwest corner of the herein described tract of land, common to the southeast corner of a called 4.62 acre tract of land described in the deed to SMCP RC, recorded in Document No. 2019-16953, said Real Property Records, and common to the western-most southwest corner of a called 49.497 acre tract of land described in the deed to Three Oaks Development and Construction Co., recorded in Document No. 2020-27922, said Real Property Records, and on a northerly line of said 16.01 acre tract, and from which a 1/2" steel rod found for the southwest corner of Three Oaks Addition, Section 2, according to the plat thereof recorded in Document No. 2023-234, Plat Records, Grayson County, Texas, bears North 15°32'13" West, a distance of 202.21 feet;

Thence North 74°25'59" East, with a northerly line of said 16.01 acre tract, and with a southerly line of said 49.497 acre tract, a distance of 277.65 feet to a 1/2" steel rod set for the eastern-most northeast corner of said 16.01 acre tract;

Thence South 16°22'48" East, with an easterly line of said 16.01 acre tract, and with a westerly line of said 49.497 acre tract, a distance of 354.84 feet to a 1/2" steel rod set for the southeast corner of the herein described tract of land;

Thence crossing said 16.01 acre tract, the following 3 courses:

1. South 86°09'05" West, a distance of 211.64 feet to a 1/2" steel rod set;
2. North 52°01'57" West, a distance of 127.14 feet to a 1/2" steel rod set;
3. North 15°32'13" West, a distance of 209.57 feet to the Point of Beginning and containing 2.02 acres of land, more or less.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/11/24

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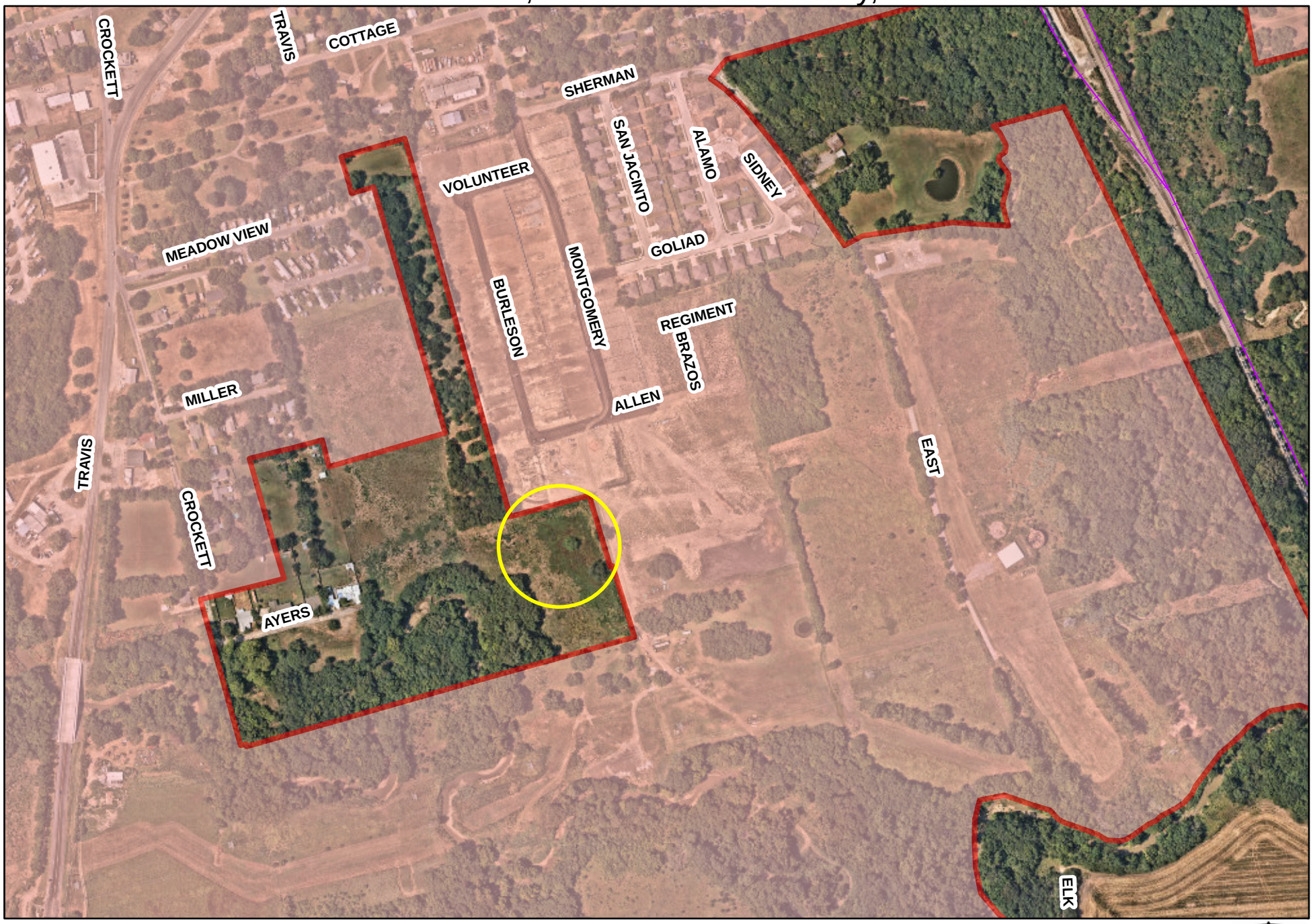
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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

Annexation - 2.02 acres, Preston Kitchen Survey, Abstract No. 667



ANNEXATION SCHEDULING PLAN

Annexation of approximately 2.02 acres of land adjacent to the city limits, located North of Post Oak Creek and South of Three Oaks, Phase II, and West of Three Oaks Phase III

Monday, May 6, 2024 .....City Council sets public hearing date and accepts annexation application.

Wednesday, May 8, 2024 .....Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code.

Thursday, May 9, 2024.....Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.

Thursday, May 16, 2024.....Post notice of public hearing as required by Open Meetings Act.

Monday, May 20, 2024 .....Hold public hearing. (Regular Council Meeting)

Monday, May 20, 2024 .....Adopt ordinance. (Regular Council Meeting)

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
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18	19	20	22	22	23	24
25	26	27	28	29		

March						
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					1	2
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17	18	19	20	21	22	23
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31						

April						
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28	29	30				

May						
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June						
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16	17	18	19	~~20~~	~~21~~	22
23	24	25	26	27	28	29
30						

July						
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28	29	30	31			

August						
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September						
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October						
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27	28	29	30	31		

November						
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December						
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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	
4/19/2024	Budget Planning Meeting
5/23/2024	CIP Work Session
~~6/20/2024~~	Budget Workshop Day 1
~~6/21/2024~~	Budget Workshop Day 2