

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JULY 15, 2024
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY MAYOR DAVID PLYLER**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JULY 1, 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

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6746

Repealing Section 1 of Ordinance No. 3161; Removing One-Way Designation of Portion of Eagle Lane; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; Providing for the Publication of the Caption Hereof

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6747

Amending Ordinance No. 6728 to Appoint Election Officials and Designate Polling Locations for a Special Election of the Qualified Voters of the City of Sherman, Texas, on the 14th day of September 2024, for the Purpose of Electing One (1) Member of the Sherman City Council (District No. 1) to Fill the Vacancy Resulting from the Resignation of Council Member Shawn C. Teamann.

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6748

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being Lot 6, Block 19, Supplemental Plat Of Block 19 South Sherman Known As South Side Addition, City Of Sherman, Grayson County, Texas, Located At 1822 South Montgomery Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Giovanni Garcia (Owner) And Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6749

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 16.690 acres Being part of the Elizabeth Jones Survey, Abstract No. 625, City Of Sherman, Grayson County, Texas, Located In The 800 Block South Holly Avenue, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The MF-30 (Multi Family Residential) District Zoning Classification, Veronica Munoz, Salient Group, LLC (Owner), Jonathan Hake, Cross Engineering (Representative/Engineer) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6750

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 3.020 acres situated in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 2100 East Lamar Street, Heretofore Zoned MF-30 (Multi-Family Residential) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, BTI Capital, LLC (Owner), Ben Betzold, CEC (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6751

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 9.975 acres situated in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 2100 East Lamar Street, Heretofore Zoned MF-30 (Multi-Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, BTI Capital, LLC (Owner), Ben Betzold, CEC (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6752

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6149 And 6495, And Granting A Specific Use Permit To Allow A High School (grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District Located At 2907 West Travis Street, Consisting of 94.760 acres situated in the Elizabeth Jones Survey, Abstract 625, City Of Sherman, Grayson County, Texas: Brannon Kidd (Owner), Teague Nall & Perkins, Inc (Surveyor/Representative); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6753

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.197 acres being in the Samuel Blagg Survey, Abstract 56, City Of Sherman, Grayson County, Texas, Located At 211 East King Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Leticia Murillo Chavarria (Owner), Roozie Marroquin (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6754

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Secondhand Store or Rummage Shop in a C-1 (Retail Business) District, Located At 1908 East Lamar Street, Being Lot 1, Block One, East Side Business Park, City Of Sherman, Grayson County, Texas; Maria Isabel Ramirez (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6746, 6747, 6748, 6749, 6750, 6751, 6752, 6753 & 6754.

Resolutions

F.1. RESOLUTION NO. 7320 (TABLED AT THE REGULAR CITY COUNCIL MEETING OF JUNE 17, 2024)

Authorizing the Execution of an Economic Development Program Agreement with TEKMAK Sherman Hotel, LP for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code for the Construction of a Hotel and Conference Center Located at 301 Block West Travis Street.

F.2. RESOLUTION NO. 7334

Authorizing Execution of a Contract with Whirlix Design, Inc. for the Purchase and Installation of an All-Inclusive Playground at Pecan Grove East Park through the Buyboard Purchasing Cooperative

F.3. * RESOLUTION NO. 7335

Authorizing the City Manager or His Designee to Execution of a Special Warranty Deed for the Purchase of 1.7857 acres of land, more or less, in the Elizabeth Jones Survey, Abstract No. 625 in Sherman, Grayson County, Texas being more Particularly Described on the Attached Exhibit "A-1" Attached Hereto on and Made a Part Hereof for all Purposes

F.4. * RESOLUTION NO. 7336

Authorizing Execution of an Interlocal Cooperation Contract with the Department of Public Safety of the State of Texas for Administration of the Failure to Appear Program.

F.5. * RESOLUTION NO. 7337

Authorizing Execution of a Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool.

F.6. * RESOLUTION NO. 7338

Awarding a Bid to and Authorizing Execution of a Contract Between Triad Service Group, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Sherman Water Treatment Plant - Concentrate Discharge System - Force Main

F.7. * RESOLUTION NO. 7339

Awarding a Bid to and Authorizing Execution of a Contract Between Triad Service Group, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Sherman Water Treatment Plant - Concentrate Discharge System - Discharge Channel

F.8. * RESOLUTION NO. 7340

Authorizing Execution of a Professional Services Agreement with Bureau Veritas for the Plan Review and Building Inspection Services for Sherman ISD High School Addition

Change Order

G.1. CHANGE ORDER NO. 1

Sherman Downtown Wastewater Improvements - Phase 1; ANA Site Construction, LLC; \$264,299.00 Increase

Other Business

H.1. OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

H.2. OTHER BUSINESS

Preview of the 2024-2025 Draft Budget

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.

Receive legal advise about a potential concrete crusher plant

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

City Manager's Evaluation

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.

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

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.

Future Developments

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
2024 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, July 12, 2024 at 4:59p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 12th day of July 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.

<u>Mayor</u>	<u>Deputy Mayor</u>	<u>Council Members</u>	
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 §
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 July 1, 2024.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were led by Deputy Mayor Shawn Teamann.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of June 17, 2024 and the Tax Increment Financing Board #3 Meeting of June 17, 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

There were no citizen's comments.

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.

Mayor Plyler said there had been a request to remove E-6, entitled "Resolution 7332 - Approving the Greater Texoma Utility Authority's Intention to Award the Sherman WTP Flocculation and Sedimentation Improvements Project to Red River Construction Company," from the Consent Agenda, for consideration in its regular order of business.

The Council reviewed the Consent Agenda. Council Member Stevenson moved to approve the Consent Agenda, with the exception of Item E-6, "Resolution 7332," which will be considered in its regular order of business. Second by Council Member Dobbs. All present voted AYE.

PROCLAMATION

“AMERICANS WITH DISABILITIES ACT AWARENESS DAY” -- JULY 26, 2024

Mayor Plyler presented a proclamation to Janie Bates, Executive Director, Workforce Solutions Texoma, designating July 26, 2024 as “Americans with Disabilities Act Awareness Day.”

CALL TO ORDER

APPROVE MINUTES

CITIZEN'S COMMENTS

CONSENT AGENDA

**AMERICANS WITH
DISABILITIES ACT
DAY
(JULY 26, 2024)**

“PARKS AND RECREATION MONTH” -- JULY 2024

Deputy Mayor Teamann presented a proclamation to Justin Eastwood, Director of Parks and Recreation, and Theresa Hutchinson, Parks and Recreation Manager, designating July 2024 as “Parks and Recreation Month.”

**PARKS & RECREATION
MONTH
(JULY 2024)**

RESOLUTION NO. 7327 -- AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH CHICK-FIL-A, INC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH CHICK-FIL-A, INC. FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE.

**RES 7327
CHAPTER 380
AGREEMENT
(CHICK-FIL-A)**

Terrence Steele, Assistant City Manager, explained that this Chapter 380 Agreement was for the second Chick-Fil-A location at Crossroads. The agreement is for 50% of the City’s portion of sales tax for two years.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Resolution No. 7327, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7328 -- AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND SHERMAN MF 276, LTD. FOR CERTAIN STREET IMPROVEMENTS WITHIN AN APPROXIMATE 13.640 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF O.B. GRONER ROAD AND F.M. HIGHWAY 1417

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND SHERMAN MF 276, LTD. FOR CERTAIN IMPROVEMENTS WITHIN AN APPROXIMATE 13.640 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF O.B. GRONER ROAD AND F.M. HIGHWAY 1417.

**RES 7328
DEVELOPMENT
AGREEMENT
STREET
IMPROVEMENTS
(NW CORNER O.B.
GRONER & FM 1417)**

Clint Phillpot, Assistant City Manager, said staff was concerned about traffic problems at O.B. Groner Road, when representatives for this Development Agreement came in for site plan approval. The road is currently 20’ to 24’ wide, and needed more capacity.

The developer took on the design, and it will ultimately be a four lane buildout, across from West Travis Street at FM 1417. It then tapers down to two lanes, but will ultimately be a four lane, median divided road.

The total cost of the street project will be about \$2.6 million, and this agreement will allow the City to reimburse about \$500,000 for

the project. Construction is expected to start by the end of August 2024.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Resolution No.

7328, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7329 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR THE DEVELOPMENT PLAN REVIEWS

**RES 7329
DEVELOPMENT
PLAN REVIEWS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR DEVELOPMENT PLAN REVIEWS.

Mayor Plyler said the Council would like to consider Resolution 7329 after the Executive Session.

RESOLUTION NO. 7330 -- ACCEPTING THE CONTRACT WITH RED RIVER CONSTRUCTION COMPANY, INC. FOR THE CONSTRUCTION OF THE POST OAK WASTEWATER TREATMENT PLANT AERATION AND OTHER SECONDARY TREATMENT IMPROVEMENTS AS COMPLETE

**RES 7330
WWTP PLANT
IMPROVEMENTS**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH RED RIVER CONSTRUCTION COMPANY, INC. FOR THE POST OAK WASTEWATER TREATMENT PLANT AERATION AND OTHER SECONDARY TREATMENT IMPROVEMENTS AS COMPLETE.

Tom Pruitt, Utility Engineer, said the project is one of seven projects at the Wastewater Treatment Plant, initiated in 2017, and was for a new aeration system and biological clarifiers. Funding of \$13.6 million was from the Texas Water Development Board, through the State Revolving Fund, and this portion cost \$5,644,800.

ACTION TAKEN.

Motion by Council Member Dobbs to approve Resolution No.

7330, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7331 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR THE LEAD AND COPPER RULE REVISION COMPLIANCE PROGRAM - PHASE 3 SERVICES

**RES 7331
LEAD & COPPER
RULE REVISION
COMPLIANCE
PROGRAM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND

NICHOLS, INC. FOR THE LEAD AND COPPER RULE REVISION COMPLIANCE PROGRAM – PHASE 3 SERVICES.
CONSENT AGENDA.

RESOLUTION NO. 7332 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE SHERMAN WTP FLOCCULATION AND SEDIMENTATION IMPROVEMENTS PROJECT TO RED RIVER CONSTRUCTION COMPANY

RES 7332
WTP IMPROVEMENTS

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 FLOCCULATION AND SEDIMENTATION IMPROVEMENTS PROJECT TO RED RIVER CONSTRUCTION COMPANY.

Mayor Plyler removed Item E-6, Resolution 7332, from the Consent Agenda for consideration in its regular order of business.

RESOLUTION NO. 7333 -- AUTHORIZING THE PURCHASE OF A SPECIALTY UTV AMBULANCE FROM FARRWEST SPECIALTY VEHICLES FOR THE SHERMAN FIRE DEPARTMENT THROUGH BUYBOARD

RES 7333
AMBULANCE
PURCHASE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A SPECIALTY UTV AMBULANCE FROM FARRWEST SPECIALTY VEHICLES FOR THE SHERMAN FIRE DEPARTMENT THROUGH BUYBOARD.

CONSENT AGENDA.

OTHER BUSINESS

CONSIDER SCHEDULING A JOINT MEETING OF THE CITY COUNCIL AND THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS FOR 12:00 P.M. ON TUESDAY, SEPTEMBER 10, 2024, TO REVIEW AND APPROVE SEDCO'S ANNUAL BUDGET AND WORK PLAN

SET JOINT MTG
WITH SEDCO
(SEPT. 10, 2024)

Mr. Hefton said this was the annual meeting with the Sherman Economic Development Corporation Board of Directors, to review their budget and work plan.

ACTION TAKEN.

Motion by Council Member Stevenson to schedule a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for September 10, 2024, at 12:00 p.m., as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

CONSIDER AND ACT ON A PETITION FROM JON L. BROWN AND LOVANDA L. BROWN RELATED TO APPROXIMATELY 1.3 ACRES OF LAND LOCATED IN THE DRIPPING SPRINGS ADDITION, LOT 2, AS RECORDED IN VOLUME 3268, PAGE 285 OF THE REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, LOCATED WITHIN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION

PETITION FOR
REMOVAL FROM ETJ
(DENIED)

Ryan Pittman, City Attorney, said his comments applied to these four agenda items.

Each item is a petition from the property owner, that the City has received to release their property from the City's Extraterritorial Jurisdiction, in accordance with Senate Bill 2038.

He added, that on Item F-4, the petitioners that submitted that petition have not provided any evidence that they are the owners of that property, and the City has been unable to confirm that fact.

If the Council decides to deny that petition as has been done in the past, they may also want to include the additional defect of not being able to prove they own the property, therefore being qualified to present the petition, in the first place.

Council Member Howeth asked why these citizens were requesting to be removed from the ETJ. Mr. Pittman said the petitioners did not state a reason. He offered to discuss the issue in Executive Session.

ACTION TAKEN.

Motion by Council Member Stevenson to deny the petition submitted by Jon L. Brown and Lovanda L. Brown, for the release of property from the City's Extraterritorial Jurisdiction, because Senate Bill 2038, Local Government Code, Section 42.104 and Section 42.105 are unconstitutional delegations of legislative authority and are in direct and irreconcilable conflict with Local Government Code, Section 42.023, and the City has not consented and does not consent to the release of the property from its ETJ or any reduction of the City's ETJ.

Second by Deputy Mayor Teamann.

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

VOTING NAY: None.

MOTION CARRIED TO DENY.

CONSIDER AND ACT ON A PETITION FROM BENJAMIN M. CROUSE AND SARAH M. CROUSE RELATED TO APPROXIMATELY 8 ACRES OF LAND LOCATED IN THE JOHN McCLENIHAN SURVEY, ABSTRACT NO. 789, AS RECORDED IN VOLUME 517, PAGE 619, OF THE GRAYSON COUNTY OFFICIAL PUBLIC RECORDS AND BEING THAT SAME TRACT CONVEYED AS RECORD IN DOCUMENT NUMBER 2024-2259 OF THE OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS LOCATED WITHIN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION

ACTION TAKEN.

Motion by Council Member Stevenson to deny the petition submitted by Benjamin M. Crouse and Sarah M. Crouse, for the release of property from the City's Extraterritorial Jurisdiction, because Senate Bill 2038, Local Government Code, Section 42.104 and Section 42.105 are unconstitutional delegations of legislative authority and are in direct and irreconcilable conflict with Local Government Code, Section 42.023, and the City has not consented and does not consent to the release of the

PETITION FOR
REMOVAL FROM ETJ
(DENIED)

property from its ETJ or any reduction of the City's ETJ.
Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED TO DENY.

CONSIDER AND ACT ON A PETITION FROM BENJAMIN M. CROUSE AND SARAH M. CROUSE RELATED TO APPROXIMATELY 129.7 ACRES OF LAND LOCATED IN THE JOHN McCLENIHAN SURVEY, ABSTRACT NO. 789, AS RECORDED IN VOLUME 2664, PAGE 266 AND AS RECORDED IN INSTRUMENT NO. 20217-28819 OF THE OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, LOCATED WITHIN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION

ACTION TAKEN.

Motion by Council Member Stevenson to deny the petition because the petitioners have not provided sufficient evidence that they are in fact qualified to submit the petition as owners or residents of the subject property (and the City is unable to verify or conclude the same) and because Senate Bill 2038, Local Government Code, Sections 42.104 and 42.105, are unconstitutional delegations of legislative authority, and are in direct and irreconcilable conflict with Local Government Code, Section 42.023, and the City has not consented and does not consent to release of the property from its ETJ or any reduction of the City's ETJ. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED TO DENY.

PETITION FOR
REMOVAL FROM ETJ
(DENIED)

CONSIDER AND ACT ON A PETITION FROM BENJAMIN M. CROUSE AND SARAH M. CROUSE RELATED TO APPROXIMATELY 11 ACRES OF LAND LOCATED IN THE JOHN McCLENIHAN SURVEY, ABSTRACT NO. 789, AS RECORDED IN VOLUME 3291, PAGE 193, OF THE OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, LOCATED WITHIN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION

ACTION TAKEN.

Motion by Council Member Stevenson to deny the petition submitted by Benjamin M. Crouse and Sarah M. Crouse, for the release of property from the City's Extraterritorial Jurisdiction, because Senate Bill 2038, Local Government Code, Section 42.104 and Section 42.105 are unconstitutional delegations of legislative authority and are in direct and irreconcilable conflict with Local Government Code, Section 42.023, and the City has not consented and does not consent to the release of the property from its ETJ or any reduction of the City's ETJ. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED TO DENY.

PETITION FOR
REMOVAL FROM ETJ
(DENIED)

COUNCIL COMMENTS

- Asked for a Council tour of the Wastewater Treatment Plant and the Water Treatment Plant, when the improvements were complete. (Pam Howeth)
- Asked Council Members to tour the Senior Citizen Center to become more aware of what programs they offer. (Pam Howeth)

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Lights on the Lake will be held on July 3, 2024, at Pecan Grove Park, and will feature The Beach Boys and an awesome fireworks display.

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

COUNCIL COMMENTS

ANNOUNCEMENTS

EXECUTIVE SESSION

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

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 5:26 p.m.

On Motion duly made and carried, the Executive Session recessed
at 6:09 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

RESOLUTION NO. 7329 -- AUTHORIZING EXECUTION OF
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH HUITT-ZOLLARS, INC. FOR THE
DEVELOPMENT PLAN REVIEWS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT
NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH
HUITT-ZOLLARS, INC. FOR DEVELOPMENT PLAN REVIEWS.

RES 7329
DEVELOPMENT
PLAN REVIEWS
(NO ACTION TAKEN)

Council Members took no action on Resolution 7329.

RESOLUTION NO. 7332 -- APPROVING THE GREATER TEXOMA
UTILITY AUTHORITY'S INTENTION TO AWARD THE SHERMAN
WTP FLOCCULATION AND SEDIMENTATION IMPROVEMENTS
PROJECT TO RED RIVER CONSTRUCION COMPANY

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
FLOCCULATION AND SEDIMENTATION IMPROVEMENTS PROJECT
TO RED RIVER CONSTRUCTION COMPANY.

RES 7332
WTP IMPROVEMENTS

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution
No. 7332, as presented. Second by Council Member Howeth.

COUNCIL MINUTES – JULY 1, 2024

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

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:10 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 7/15/2024

Prepared By:

Approved By:

Caption:

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

Issue:

F. 3. * RESOLUTION NO. 7335

Authorizing the City Manager or His Designee to Execution of a Special Warranty Deed for the Purchase of 1.7857 acres of land, more or less, in the Elizabeth Jones Survey, Abstract No. 625 in Sherman, Grayson County, Texas being more Particularly Described on the Attached Exhibit "A-1" Attached Hereto on and Made a Part Hereof for all Purposes

F. 4. * RESOLUTION NO. 7336

Authorizing Execution of an Interlocal Cooperation Contract with the Department of Public Safety of the State of Texas for Administration of the Failure to Appear Program.

F. 5. * RESOLUTION NO. 7337

Authorizing Execution of a Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool.

F. 6. * RESOLUTION NO. 7338

Awarding a Bid to and Authorizing Execution of a Contract Between Triad Service Group, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Sherman Water Treatment Plant - Concentrate Discharge System - Force Main

F. 7. * RESOLUTION NO. 7339

Awarding a Bid to and Authorizing Execution of a Contract Between Triad Service Group, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Sherman Water Treatment Plant - Concentrate Discharge System - Discharge Channel

F. 8. * RESOLUTION NO. 7340

Authorizing Execution of a Professional Services Agreement with Bureau Veritas for the Plan Review and Building Inspection Services for Sherman ISD High School Addition

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 7/15/2024

Prepared By: Clint Philpott, Assistant City Manager, Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6746

Repealing Section 1 of Ordinance No. 3161; Removing One-Way Designation of Portion of Eagle Lane; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; Providing for the Publication of the Caption Hereof

Issue:

Repealing Section 1 of Ordinance No. 3161; Removing One-Way Designation of Portion of Eagle Lane; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; Providing for the Publication of the Caption Hereof

Background:

This is request to remove the One-Way traffic designation of the portion of Eagle Lane between S. Travis Street and S. Walnut Street. The pavement is approximately 27 feet in width which would allow two-way traffic. No parking would be allowed if this section is converted to two-way operation.

Origination:

Engineering

Financial Consideration:

None

Staff Recommendation:

Staff Recommends the approval of this ordinance

Alternatives:

As directed by Council.

Attachments:

1. Ordinance No. 6746
2. Ordinance 3161
3. Location Map

ORDINANCE NO. 6746

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING SECTION 1 OF ORDINANCE NO. 3161; REMOVING ONE-WAY DESIGNATION OF PORTION OF EAGLE LANE; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas (“City Council”) finds that it is necessary to repeal Section 1 of Ordinance No. 3161 to remove the one-way designation of the portion of Eagle Lane between its intersection with Travis Street and Walnut Street in the City of Sherman.

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

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

SECTION 2: Repeal of Section 1 of Ordinance No. 3161. Section 1 of Ordinance No. 3161 is hereby repealed, in its entirety. The effective date of the repeal of Section 1 of Ordinance No. 3161 shall not occur until the effective date of this Ordinance, at which time Section 1 of Ordinance No. 3161 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 Section 1 of Ordinance No. 3161 occurring before the effective date of this Ordinance.

SECTION 3: 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 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 and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional and/or invalid.

SECTION 5: 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 6: 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 15th day of July 2024.

DAVID PLYLER, MAYOR

ATTEST:

LINDA ASHBY, CITY CLERK

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

RYAN D. PITTMAN, CITY ATTORNEY

AN ORDINANCE OF THE CITY OF SHERMAN, TEXAS,
DESIGNATING AND ESTABLISHING A PORTION OF
EAGLE LANE AS A ONE-WAY STREET FOR EAST
BOUND TRAFFIC AND PORTIONS OF MOORE STREET
AND SPARROW LANE AS ONE-WAY STREETS FOR
WEST BOUND TRAFFIC AND AUTHORIZING THE
DIRECTOR OF PUBLIC WORKS TO MARK AND POST
SUCH STREETS FOR SUCH ONE-WAY TRAFFIC IN A
MANNER CONSISTENT WITH THIS ORDINANCE.

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

SECTION 1: That Eagle Lane between its intersection with
Travis Street and Walnut Street in the City of Sherman be,
and the same is hereby, designated and established as a one-
way street for east bound traffic; and west bound traffic on
such portion of Eagle Lane as herein identified is hereby
prohibited.

SECTION 2: That Moore Street between its intersection with
Travis Street and Walnut Street in the City of Sherman be,
and the same is hereby, designated and established as a one-
way street for west bound traffic; and east bound traffic on
such portion of Moore Street as herein identified is hereby
prohibited.

SECTION 3: That Sparrow Lane between its intersection with
Travis Street and Walnut Street in the City of Sherman, Texas,
be, and the same is hereby, designated and established as a
one-way street for west bound traffic; and east bound traffic
on such portion of Sparrow Lane as herein identified is hereby
prohibited.

SECTION 4: That the Director of Public Works be, and is hereby,
authorized to post and mark in a manner consistent with this
ordinance, such portions of such streets identified above as
one-way streets.

SECTION 5: That this ordinance shall become effective seven
(7) days from and after its final passage.

PASSED and APPROVED this 6th day of DECEMBER, A.D. 1976.

Herman Baker
MAYOR

ATTEST:

Jack Spears
CITY CLERK

APPROVED:

Tom Quinn
CITY ATTORNEY





City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 7/15/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

Introduction and Public Hearing of Ordinance No. 6747

Amending Ordinance No. 6728 to Appoint Election Officials and Designate Polling Locations for a Special Election of the Qualified Voters of the City of Sherman, Texas, on the 14th day of September 2024, for the Purpose of Electing One (1) Member of the Sherman City Council (District No. 1) to Fill the Vacancy Resulting from the Resignation of Council Member Shawn C. Teamann.

Issue:

To amend the ordinance calling the Special Election to fill a vacancy on the City Council.

Background:

On May 17, 2024, Deputy Mayor Shawn Teamann resigned his position on the City Council to run for Mayor in the November 2024 Election. According to the City Charter and Texas Election Code, a Special Election must be held to fill the unexpired portion of the term. When the ordinance calling the Election was approved, the names of the election judges and the final polling location(s) was not known. This ordinance updates that information.

Origination:

The Ordinance originated with the City Clerk's Office.

Financial Consideration:

Staff Recommendation:

It is the staff recommendation that the Council adopt this ordinance amending the original ordinance calling the Special Election.

Alternatives:

Attachments:

1. Ordinance No. 6747

ORDINANCE NO. 6747

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6728 TO APPOINT ELECTION OFFICIALS AND DESIGNATE POLLING LOCATIONS FOR A SPECIAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 14TH DAY OF SEPTEMBER, 2024, FOR THE PURPOSE OF ELECTING ONE (1) MEMBER OF THE SHERMAN CITY COUNCIL (DISTRICT NO. 1) TO FILL THE VACANCY RESULTING FROM THE RESIGNATION OF COUNCIL MEMBER SHAWN C. TEAMANN; 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 Council Member Shawn C. Teamann resigned from his position on the City Council, District No. 1, when he announced his candidacy for another elected office on May 17, 2024; and

WHEREAS, pursuant to Article XI, Section 11 and Article 16, Section 65 of the Texas Constitution, the Texas Election Code and the City Charter of the City of Sherman, Texas (“Sherman”), the City Council is required to order a special election to fill the vacancy in the office of the City Council, District No. 1, resulting from the resignation of Mr. Teamann; and

WHEREAS, the City Council has ordered a special election to be held within Sherman on September 14, 2024, for the purpose of filling the vacancy in the office of City Council, District No. 1, who will complete the remaining term of office for District No. 1; and

WHEREAS, this Ordinance amends Ordinance No. 6728, which ordered the special election, to appoint election officials and designate polling locations that have been established since the adoption of Ordinance No. 6728.

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

SECTION 1. That Section 9 of Ordinance No. 6728 is hereby amended as follows:

“SECTION 9. That the vote centers for this election shall be as follows:

<u>LOCATION</u>	<u>JUDGES</u>
Election Administration Building 115 W. Houston, <i>East & West Doors</i> Sherman, Texas	TBD <i>Jess Davis</i> Presiding Judge TBD <i>Donna Coveny</i> Alternate Judge

~~Faith Church -- West Entrance~~ United Way
1800 N. FM 1417 713 E. Brockett, *Main Doors*
Sherman, Texas

~~TBD~~ *Shari Duncan*
Presiding Judge

~~TBD~~ *Kari Hastings*
Alternate Judge

Municipal Building -- Ballroom
405 N. Rusk
Sherman, Texas

~~TBD~~ *Donna Fritchman*
Presiding Judge

~~TBD~~ *Donna Carpenter*
Alternate Judge”

SECTION 2. That Section 12 of Ordinance No. 6728 is hereby amended as follows:

“**SECTION 12.** That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote at the Grayson County Election Administration Building, 115 W. Houston, Sherman, Texas; from August 28 through August 30, 2024 from 8:00 a.m. to 5:00 p.m.; September 3 through September 6, 2024 from 8:00 a.m. to 5:00 p.m.; and September 9 and September 10, 2024, from 8:00 a.m. to 5:00 p.m.”

SECTION 3. That Section 17 of Ordinance No. 6728 is hereby amended as follows:

“**SECTION 17.** That the canvass of the Election Returns will be held in the Municipal Ballroom, 405 North Rusk Street, Sherman, Texas, as required under the Texas Election Code.”

SECTION 4. 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 as required by law.

INTRODUCED on this the 15th day of July 2024.

ADOPTED on this the 15th day of July 2024.

EFFECTIVE DATE on this the 15th day of July 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



City Council Regular Meeting

Agenda Item No. D.3.

Meeting Date: 7/15/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6748

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being Lot 6, Block 19, Supplemental Plat Of Block 19 South Sherman Known As South Side Addition, City Of Sherman, Grayson County, Texas, Located At 1822 South Montgomery Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Giovanni Garcia (Owner) And Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change located at 1822 South Montgomery Street from a C-1 (Retail Business) District to an R-5 (Single Family Residential) District.

Background:

The property is located at 1822 South Montgomery Street at the corner of South Montgomery Street and East Park Avenue. The owner is requesting a Zone Change from a C-1 (Retail Business) District to an R-5 (Single Family Residential) District.

The following has been approved for this location:

- 6/18/2024 - Public Hearing and Variance under Section 14.02.007 to allow a 15' side setback on a corner lot along a minor arterial in lieu of the required 25'.

Origination:

Giovanni Garcia (Owner)

Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 18, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6748
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Site Plan
9. Elevation
10. Floor Plan

ORDINANCE NO. 6748

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING LOT 6, BLOCK 19, SUPPLEMENTAL PLAT OF BLOCK 19 SOUTH SHERMAN KNOWN AS SOUTH SIDE ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1822 SOUTH MONTGOMERY STREET, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, GIOVANNI GARCIA (OWNER) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 1822 South Montgomery Street all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 15th day of July 2024.

ADOPTED on this the 15th day of July 2024.

EFFECTIVE DATE on this the 15th day of July 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

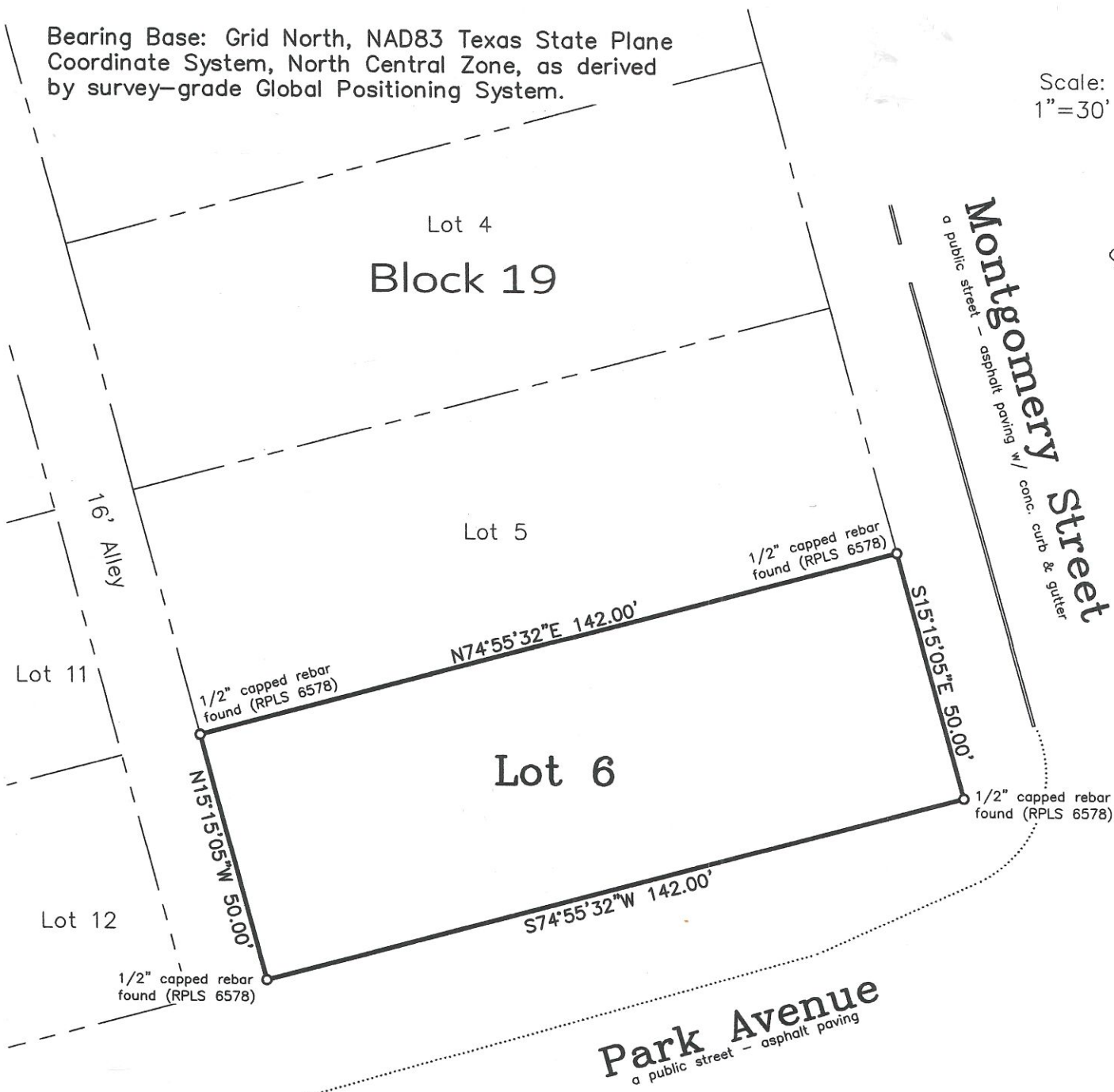
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

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

Scale:
1"=30'



Owner: Giovanni Garcia

Address: 217 E. Park
Sherman, Texas

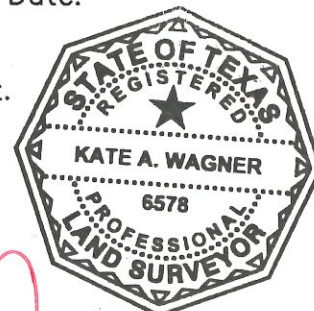
This survey is for the sole benefit of the Owners Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively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

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

Legal Description is as follows: Lot 6, Block 19, Supplemental Plat of Block 19, South Sherman, otherwise known as South Side Addition to the City of Sherman, Texas, as per plat of record in Volume 231, Page 112, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0405 G, Revised Date: September 1, 2022.

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



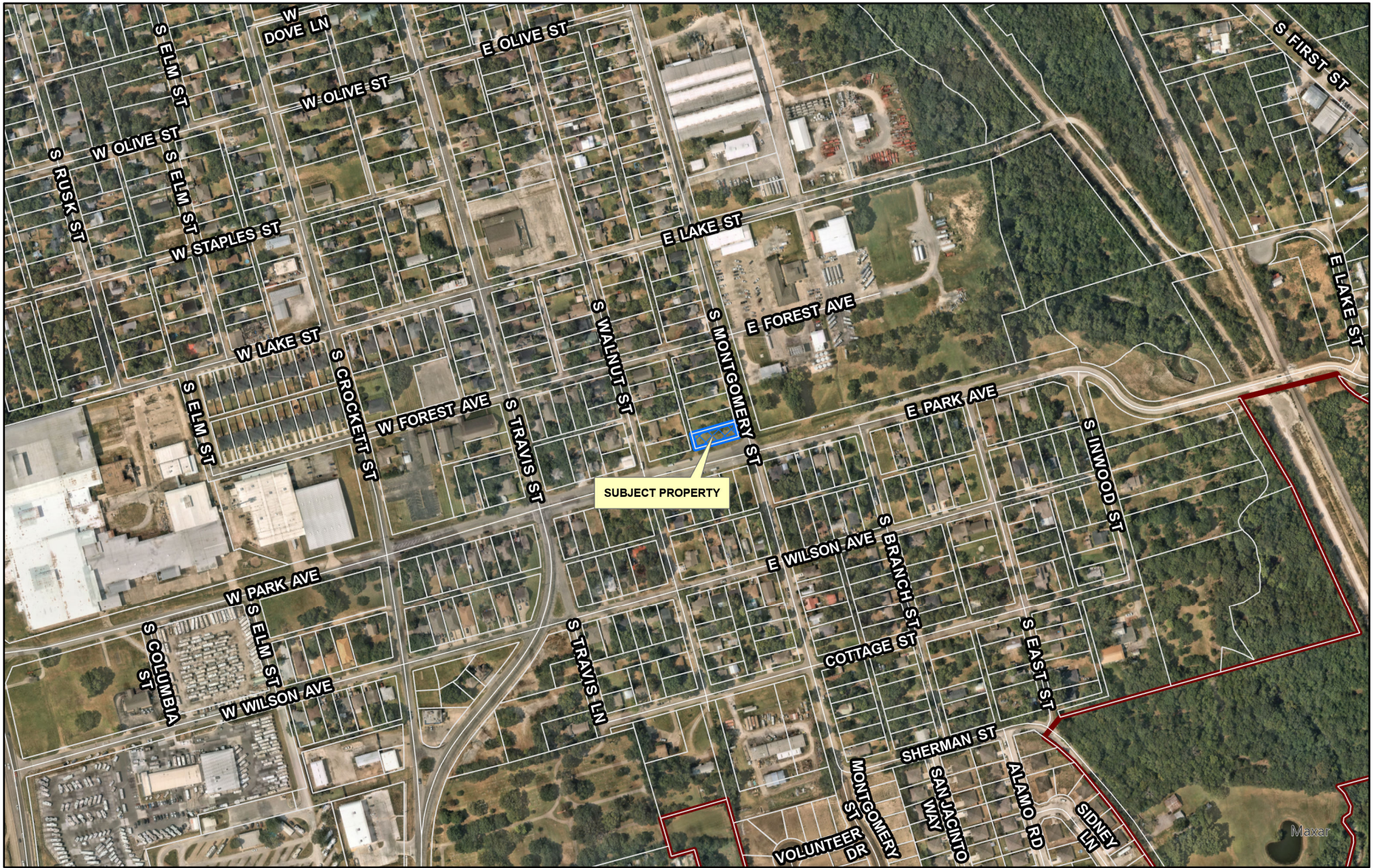
Job No. AGS090324

Helvey-Wagner Surveying, Inc.

222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191

Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

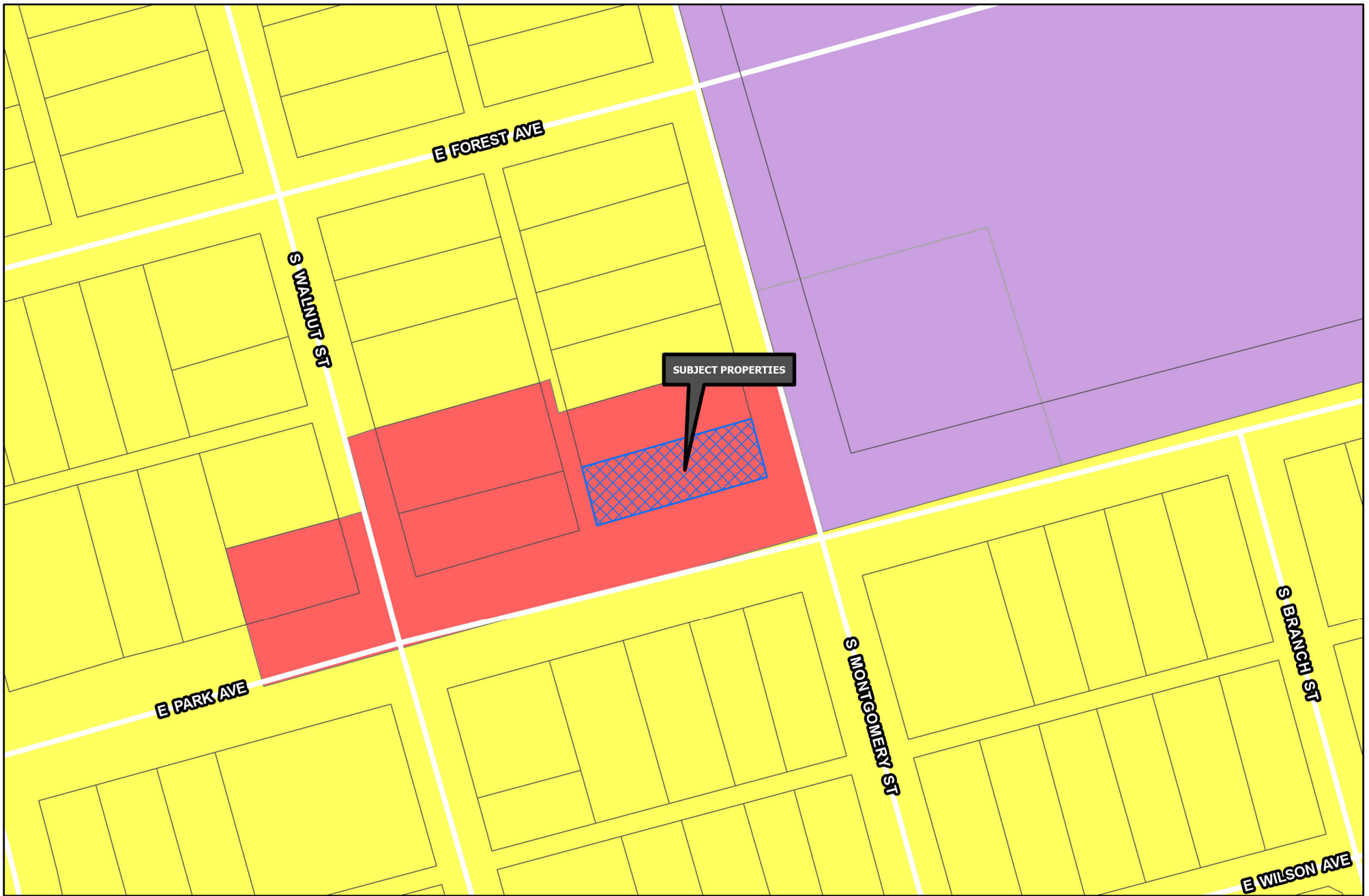
Kate A. Wagner
Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: March 7, 2024



City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1822 S MONTGOMERY ST



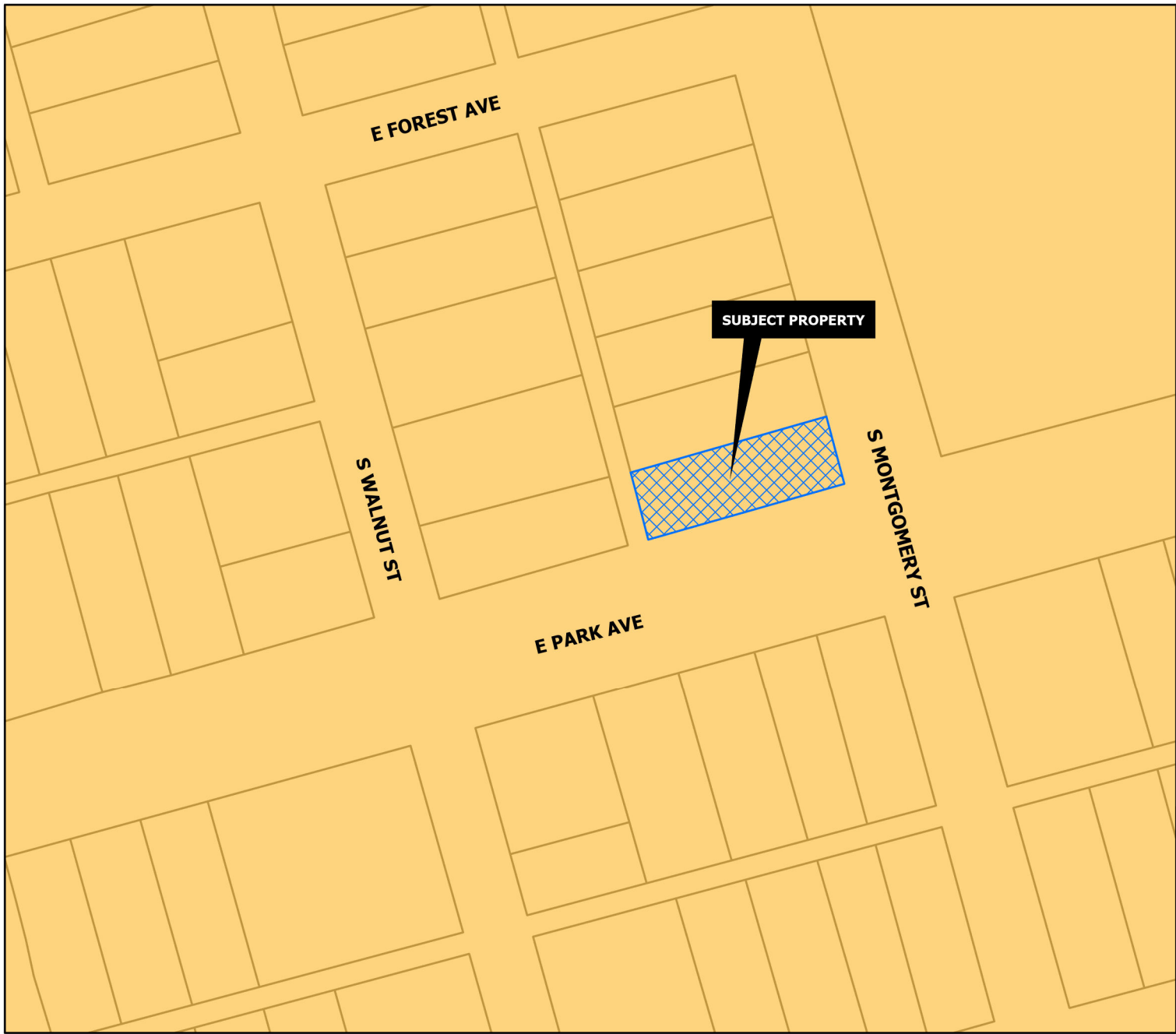


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
1822 S MONTGOMERY ST





CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
1822 S MONTGOMERY ST



Marlow, Lauren

From: laurenm@cityofsherman.com
To: Giovanni garcia
Subject: RE: Documentation For Zoning Changes

From: Giovanni garcia
Sent: Monday, May 6, 2024 4:03 PM
To: Marlow, Lauren
Subject: Re: Documentation For Zoning Changes

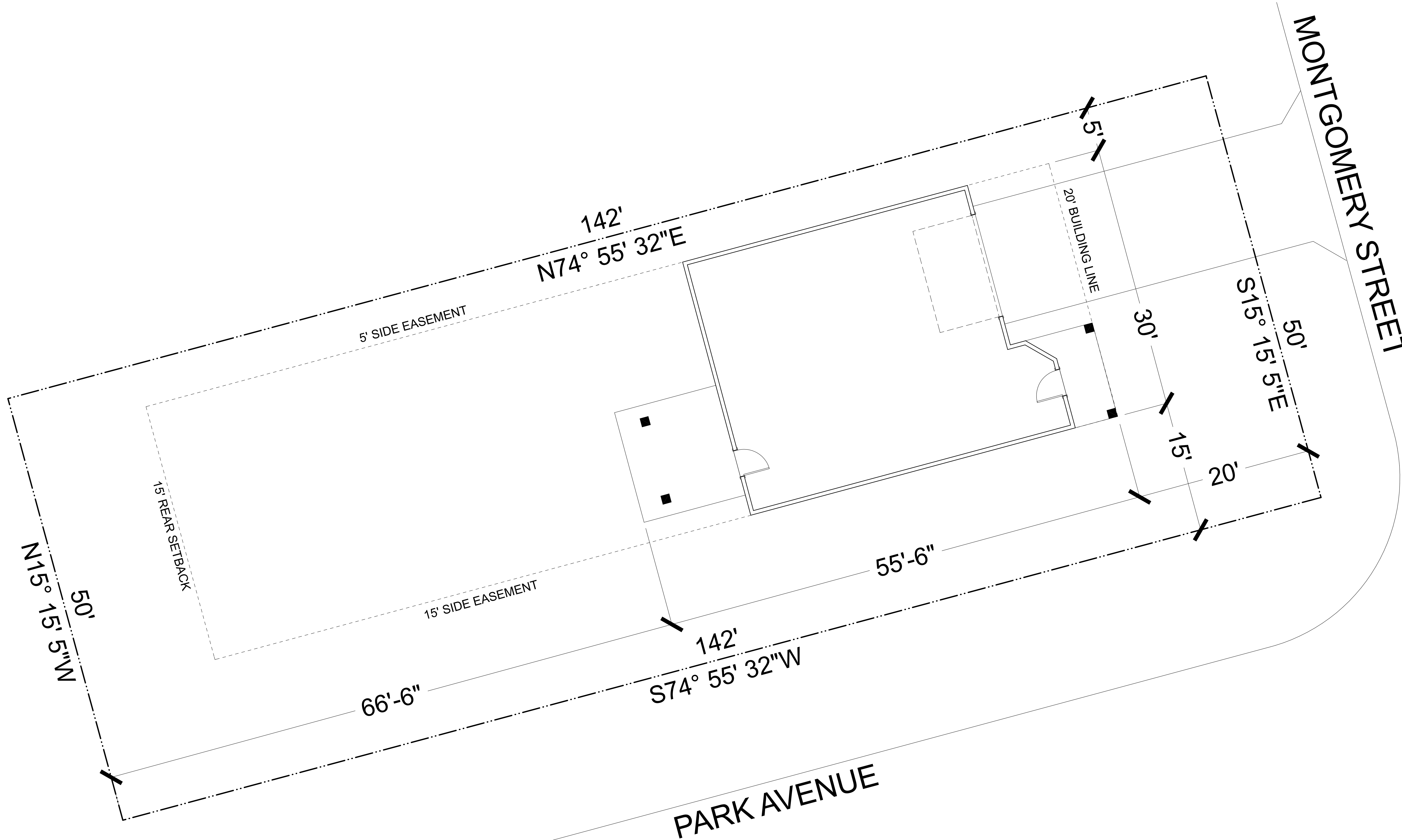


A Variance to allow a 15' side setback along Park Street in lieu of the required 25' is requested so that the lot can be developed. The 25' setback is because Park Street is determined to be a Minor arterial.

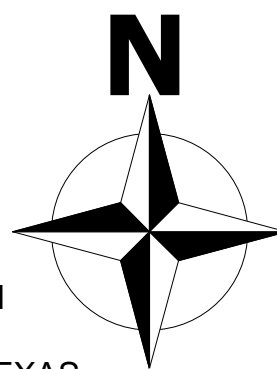
15' would be consistent with the other properties in the area.

I would have to build a very narrow house if not granted this Variance.

Giovanni Garcia



SITE PLAN
SCALE: 1"=60'
LOT 6
BLOCK 19
SOUTHSIDE ADDITION
SHERMAN, TEXAS
GRAYSON COUNTY, TEXAS



REVISION TABLE		DESCRIPTION
NUMBER	DATE	REVISOR

PROJECT DESCRIPTION:

GIOVANNI GARCIA
217 E. Park
Sherman, Texas

DRAWINGS PROVIDED BY:

NBS DRAFTING AND DESIGN
303 W. HOUSTON
SHERMAN, TEXAS 75090
903.892.5620

DATE:

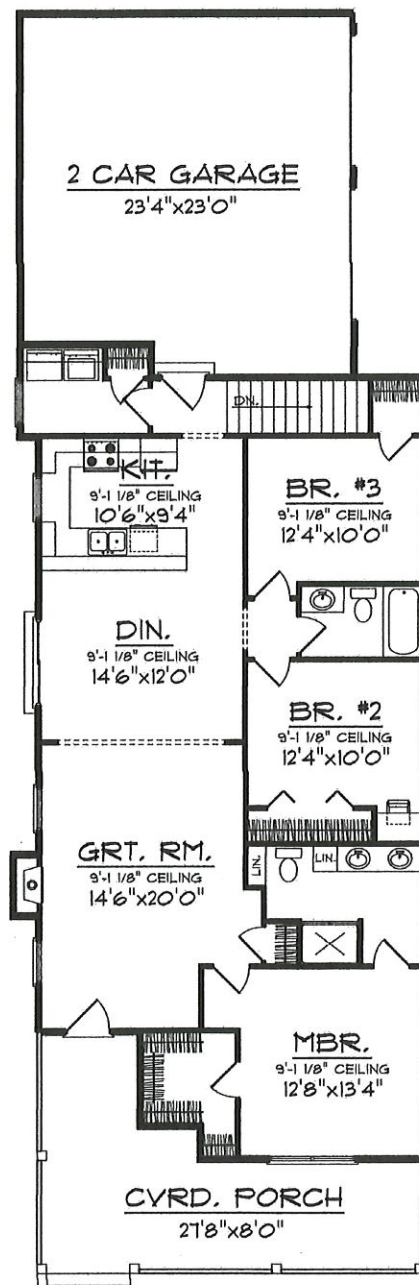
6/12/2024

SCALE:

SHEET:

A-1







City Council Regular Meeting

Agenda Item No. D.4.

Meeting Date: 7/15/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6749

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 16.690 acres Being part of the Elizabeth Jones Survey, Abstract No. 625, City Of Sherman, Grayson County, Texas, Located In The 800 Block South Holly Avenue, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The MF-30 (Multi Family Residential) District Zoning Classification, Veronica Munoz, Salient Group, LLC (Owner), Jonathan Hake, Cross Engineering (Representative/Engineer) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 16.690 acres of land located in the 800 Block South Holly Avenue from an R-6 (Single Family Residential) District to an MF-30 (Multi-Family Residential) District.

Background:

The property is located in the 800 Block South Holly Avenue between West Center Street and West Moore Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to an MF-30 (Multi-Family Residential) District.

The developer is proposing a 336 unit multifamily development with a main entrance off of Holly Ave (Interurban Parkway) with a secondary access off of Terrace Oaks Dr (Binkley Park Drive).

Origination:

Veronica Munoz, Salient Group, LLC (Owner)
Jonathan Hake, Cross Engineering (Representative/Engineer)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 18, 2024 regular meeting, the Planning and Zoning Commission voted 5/2 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council table this item pending further discussion on zoning policies related to multi-family development within the City.**

Alternatives:

The City Council could deny or approve the request.

Attachments:

1. Ordinance No. 6749
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Conceptual Site Plan
9. Landscape Plan
10. Elevations - Club House
11. Elevations - Multi Family
12. Opposition Letter - Starr
13. Opposition Email - Bunch
14. Opposition Letter - Atherton

ORDINANCE NO. 6749

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 16.690 ACRES BEING PART OF THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 800 BLOCK SOUTH HOLLY AVENUE, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, VERONICA MUNOZ, SALIENT GROUP, LLC (OWNER), JONATHAN HAKE, CROSS ENGINEERING (REPRESENTATIVE/ENGINEER) AND UNDERWOOD DRAFTING & SURVEYING, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 800 Block South Holly Avenue and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the MF-30 (Multi-Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 15th day of July 2024.

ADOPTED on this the 15th day of July 2024.

EFFECTIVE DATE on this the 15th day of July 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.

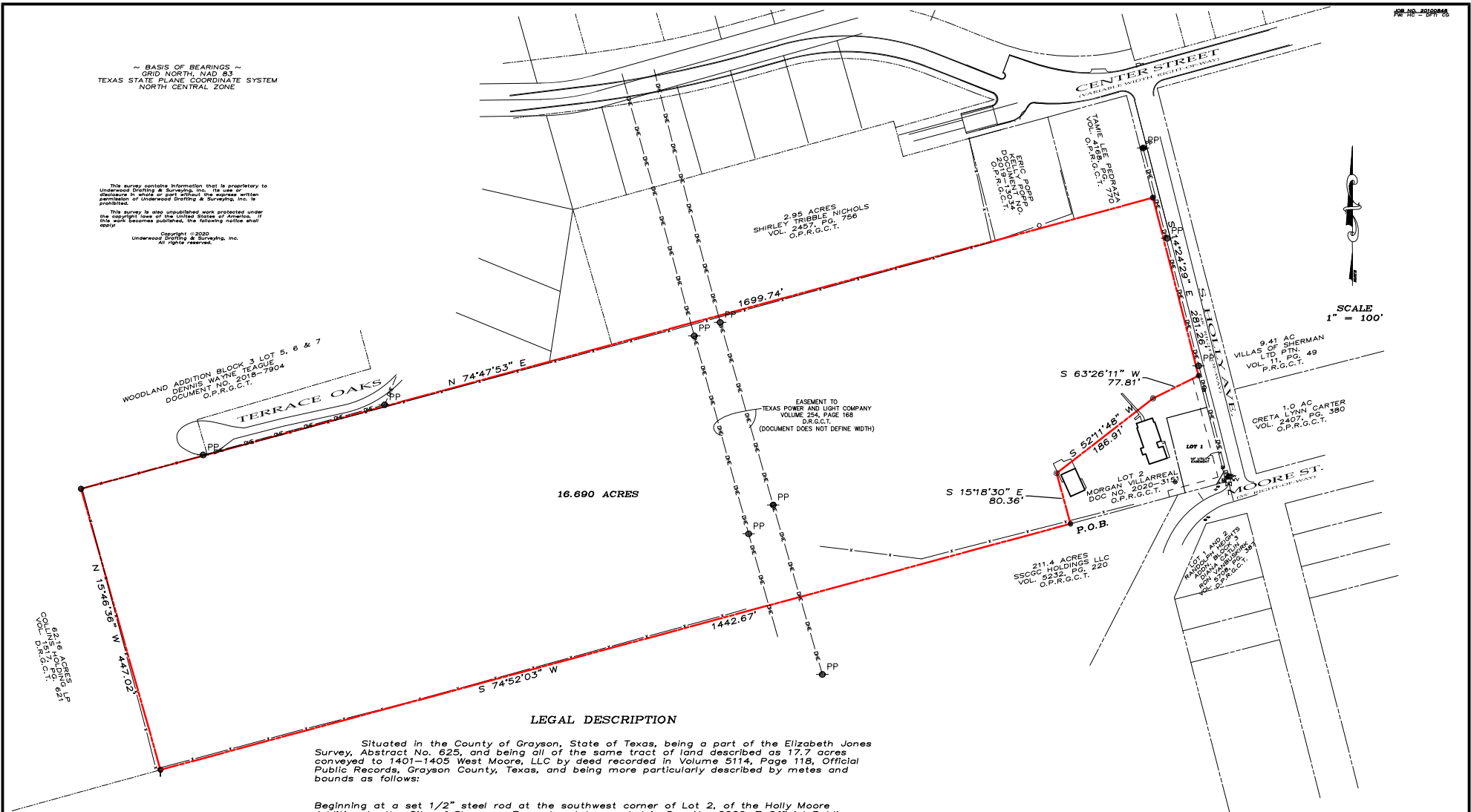
BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

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Underwood Drafting & Surveying, Inc.
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LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being all of the same tract of land described as 17.7 acres conveyed to 1401-1405 West Moore, LLC by deed recorded in Volume 5114, Page 118, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a set 1/2" steel rod at the southwest corner of Lot 2, of the Holly Moore Addition to the City of Sherman, Texas by plat recorded in Doc No. 2020-7 Official Public Records, Grayson County, Texas;

Thence South 74°52'03" West with the south line of said 17.7 acre tract a distance of 1442.67 feet to a set 1/2" steel rod;

Thence North 15°46'36" West with the east line of a 62.16 acre tract of land conveyed to Collins Holding LP by deed recorded in Volume 1517, Page 621, Deed Records, Grayson County, Texas, a distance of 447.02 feet to a found 1/2" steel rod;

Thence North 74°47'53" East with the north line of said 17.7 acre tract a distance of 1699.74 feet to a set 1/2" steel rod;

Thence South 14°24'29" East with the west Right-of-Way of South Holly Avenue a distance of 281.26 to a set 1/2" steel rod

Thence over and across said 17.7 acre tract the following calls and distances:
South 63°26'11" West a distance of 77.81 feet to a found 1/2" steel rod;
South 52°11'48" West a distance of 186.91 feet to a found 1/2" steel rod;
South 15°18'30" East a distance of 80.36 feet to the Point of Beginning and containing 16.690 acres of land.

LEGEND

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- PP POWER POLE
- W WATER METER
- G GAS METER
- WV WATER METER
- BOUNDARY LINE
- - - PROPERTY LINE
- - - BARB WIRE FENCE
- - - CHAINLINK FENCE
- - - STOCKADE FENCE

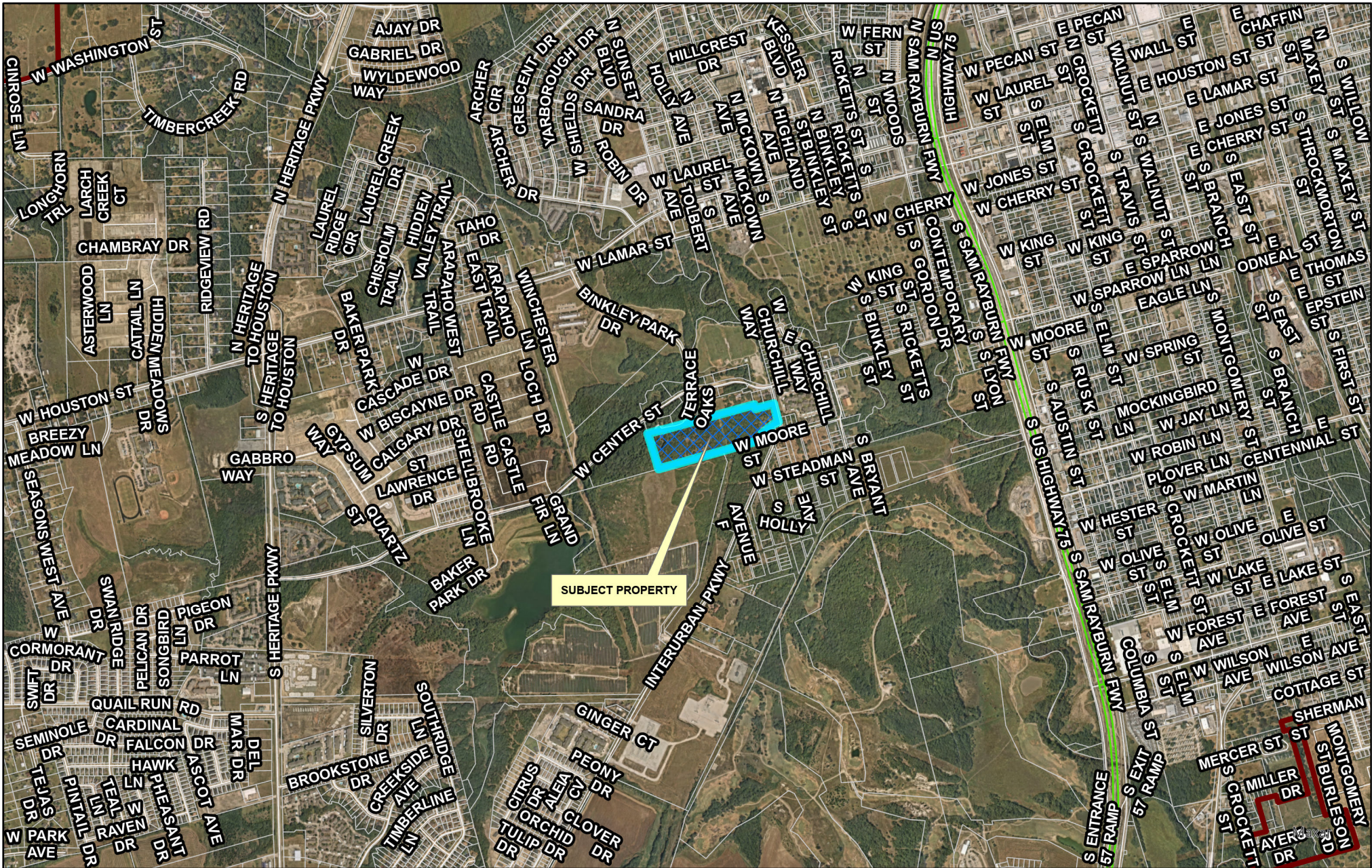
I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.



D.W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
DATE OF SURVEY: 10/30/2020

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

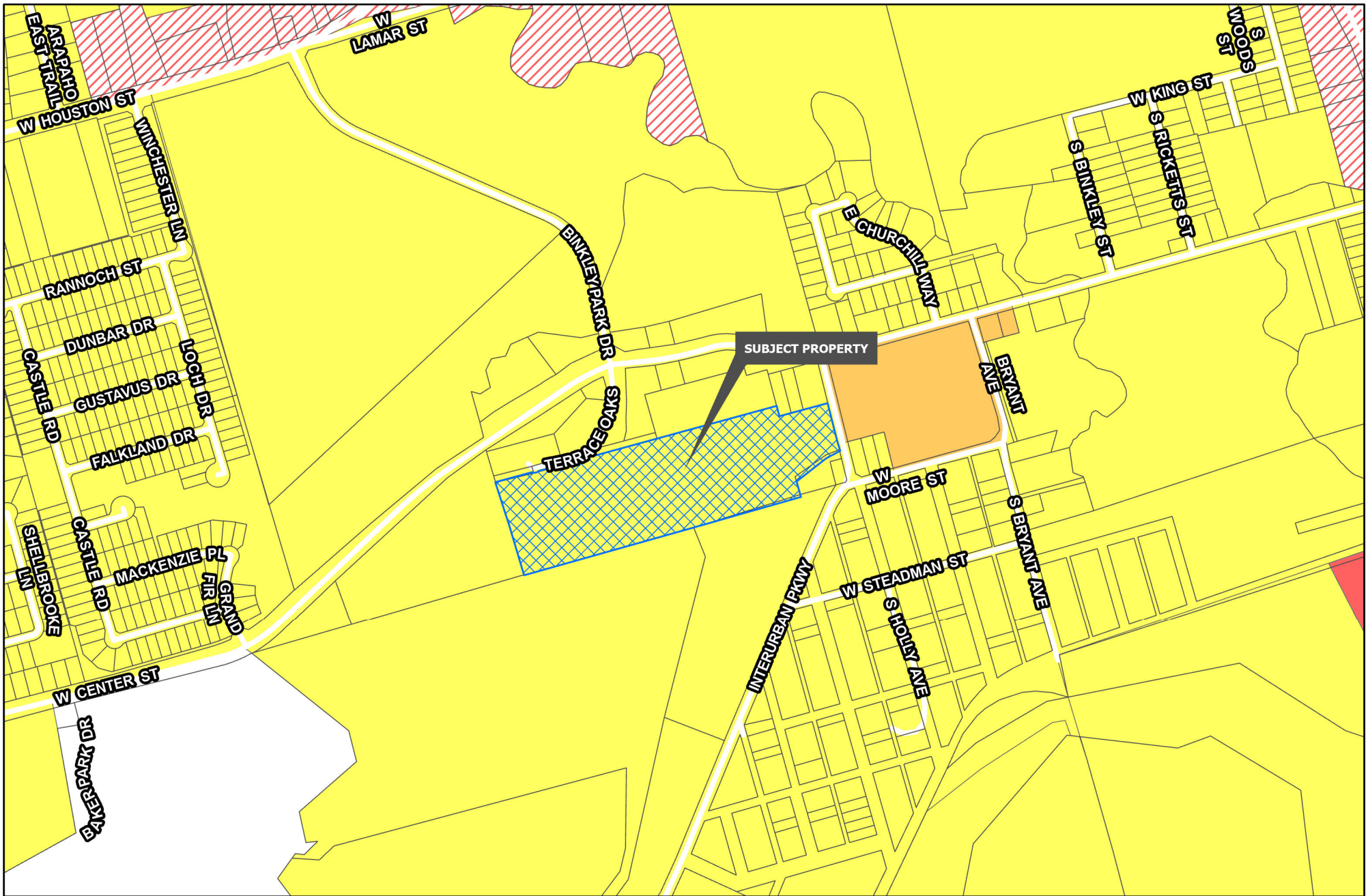


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
800 BLK S HOLLY AVE



Date: 6/7/2024 5:52 PM

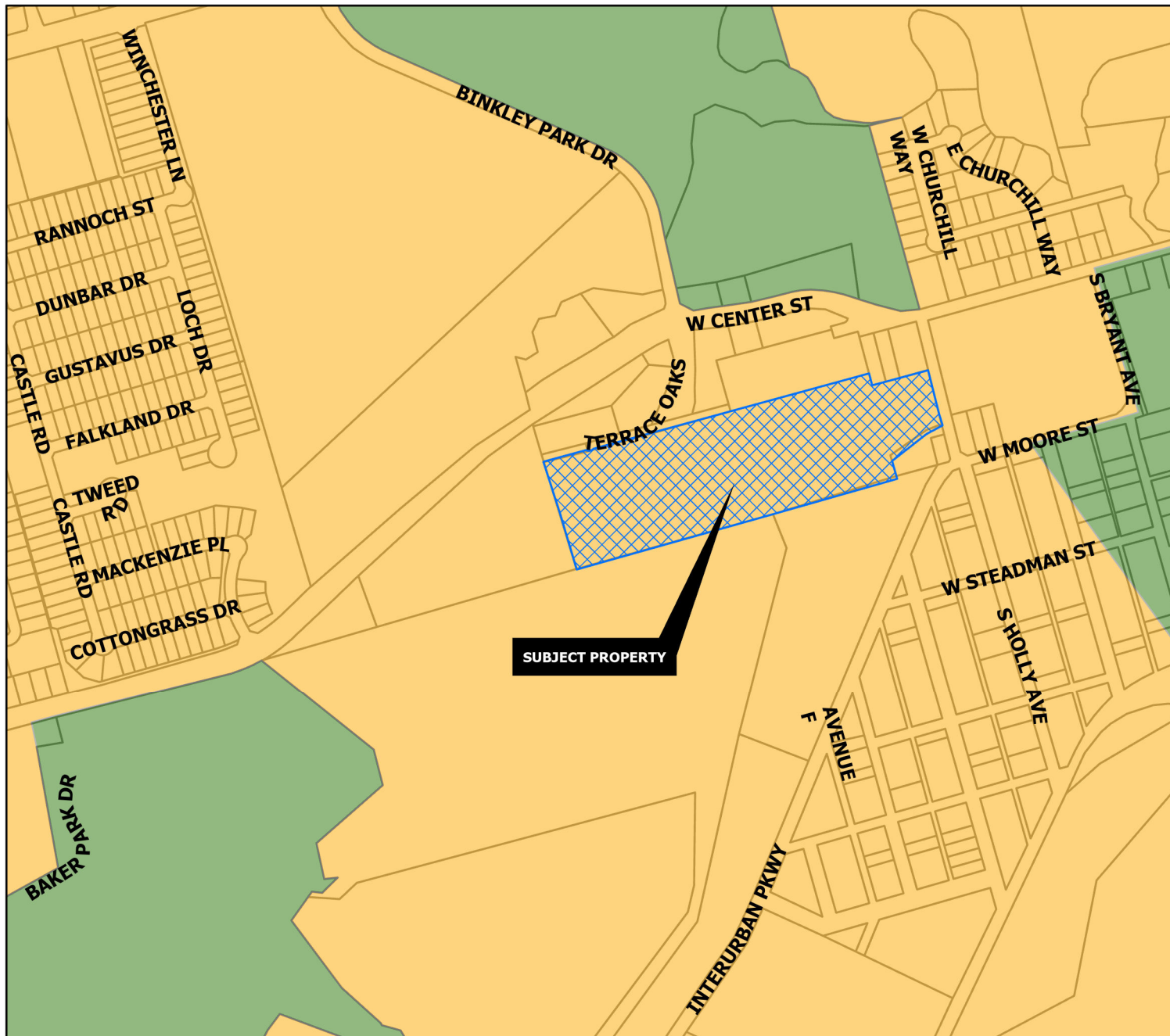


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
800 BLK S HOLLY AVE





CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
800 BLK S HOLLY AVE



Marlow, Lauren

From: Planning
To: Jonathan Hake
Subject: RE: South Holly Apartments - Zoning Submittal

From: Veronica Munoz
Sent: Tuesday, June 4, 2024 4:06 PM
To: Marlow, Lauren
Cc: Erik Earnshaw; Jonathan Hake; Planning
Subject: Re: South Holly Apartments - Zoning Submittal



VERONICA MUÑOZ
President & CEO

[MEZQUITEINSTALLATIONS.COM](https://mezquiteinstallations.com)
[DBE](#) | [SBE](#) | [MBE](#) | [WBE](#) | [HUB](#)
[Linked In](#) | [Certifications](#) | [Instagram](#) |

CROSS ENGINEERING CONSULTANTS

1720 W. Virginia St.
972.562.4409



McKinney, Texas 75069
Fax 972.562.4471

May 8, 2024

City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Attn: Mr. Rob Rae, AICP - Director of Development Services

**Re: Zoning Submittal
South Holly Apartments**

Dear Mr. Rae:

Attached please find the zoning request for the South Holly Apartments site located near the southwest intersection of Center Street and S. Holly Avenue. The project site is a 16.690-acre parcel located in the Elizabeth Jones Survey, Abstract No. 625. Please see title survey attached.

We are requesting to rezone the property from R-6 to MF-30 (Multifamily Residential) district in order to develop a multi-family project. The proposed project is an approximately 336-unit development in thirteen buildings and a clubhouse.

It is our understanding the City of Sherman has launched a new survey to help with planning on where and what type of housing will be needed to provide for the over 5,000 new jobs that are expected in the City by 2025. Sherman plans to fulfill this need with a combination of existing housing and to be constructed housing. In addition to the new jobs expected in Sherman, there is a housing shift being seen across the country in the Generation Z, Millennial and empty nester segments of the population. It has been noted in articles by Forbes, the Washington Post and the New York Times, that these generations are opting to be "forever renters" and are no longer looking to purchase a home in their thirties as prior generations have done. This is creating a larger demand for multi-family communities to meet this need. This site can help fill the housing needs for not only the job growth in Sherman but also for the "forever renters" in the area. The site is in close proximity to both Texas Instruments and the Global Wafers Facility south of the site and less than five miles away.

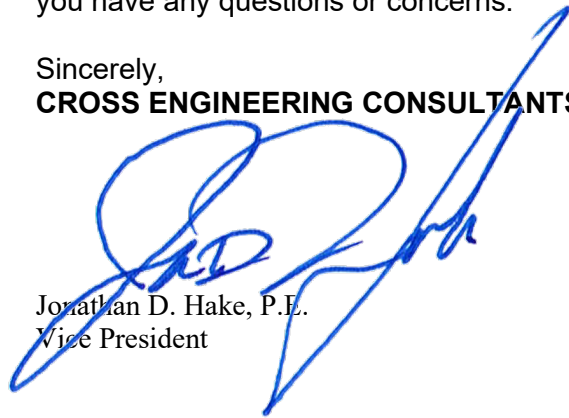
It is the intent of the owner and all consultants to construct a quality project within the standards set by the City of Sherman. Project details are listed in detail below:

- Site located near the southwest intersection of W. Center Street and Holly Ave.
- Site is 16.690-acres in size.
- Existing Zoning: R-6
- Proposed Zoning: MF-30

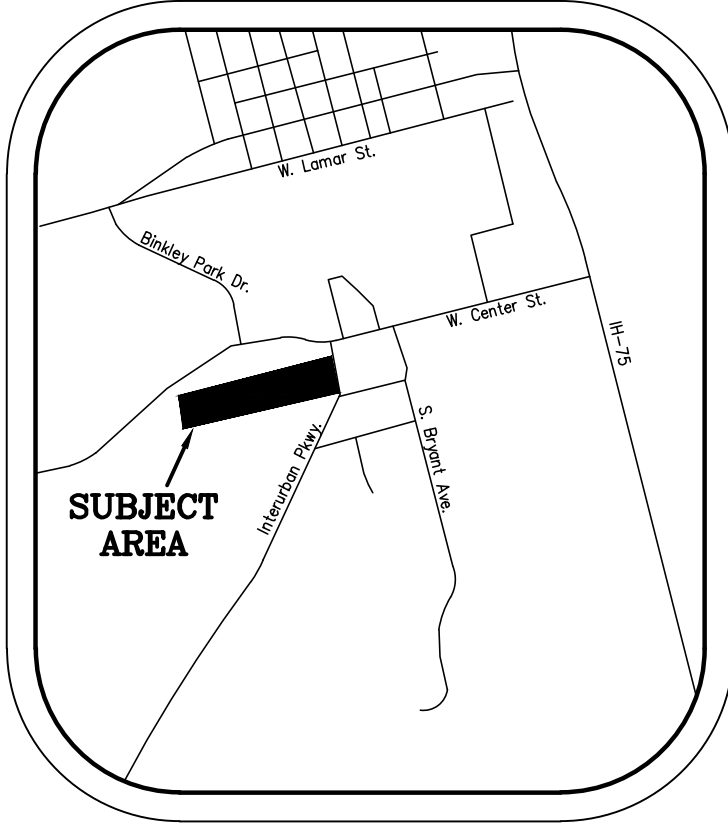
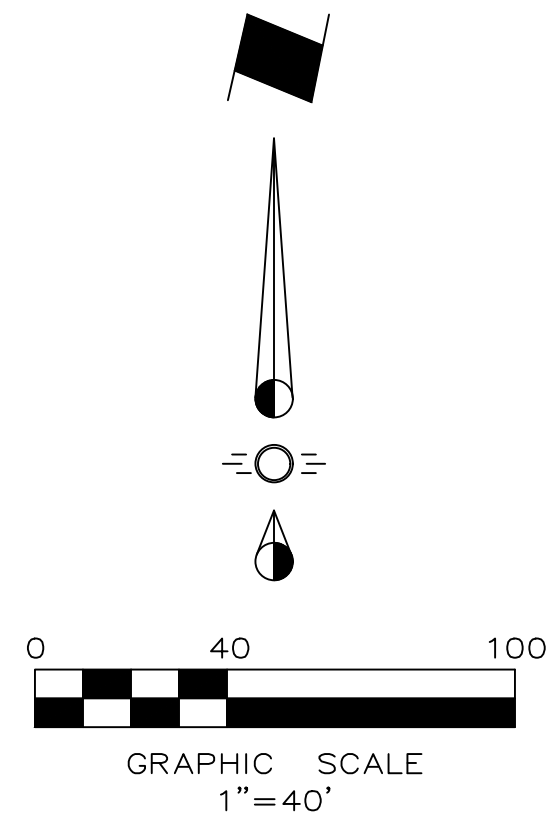
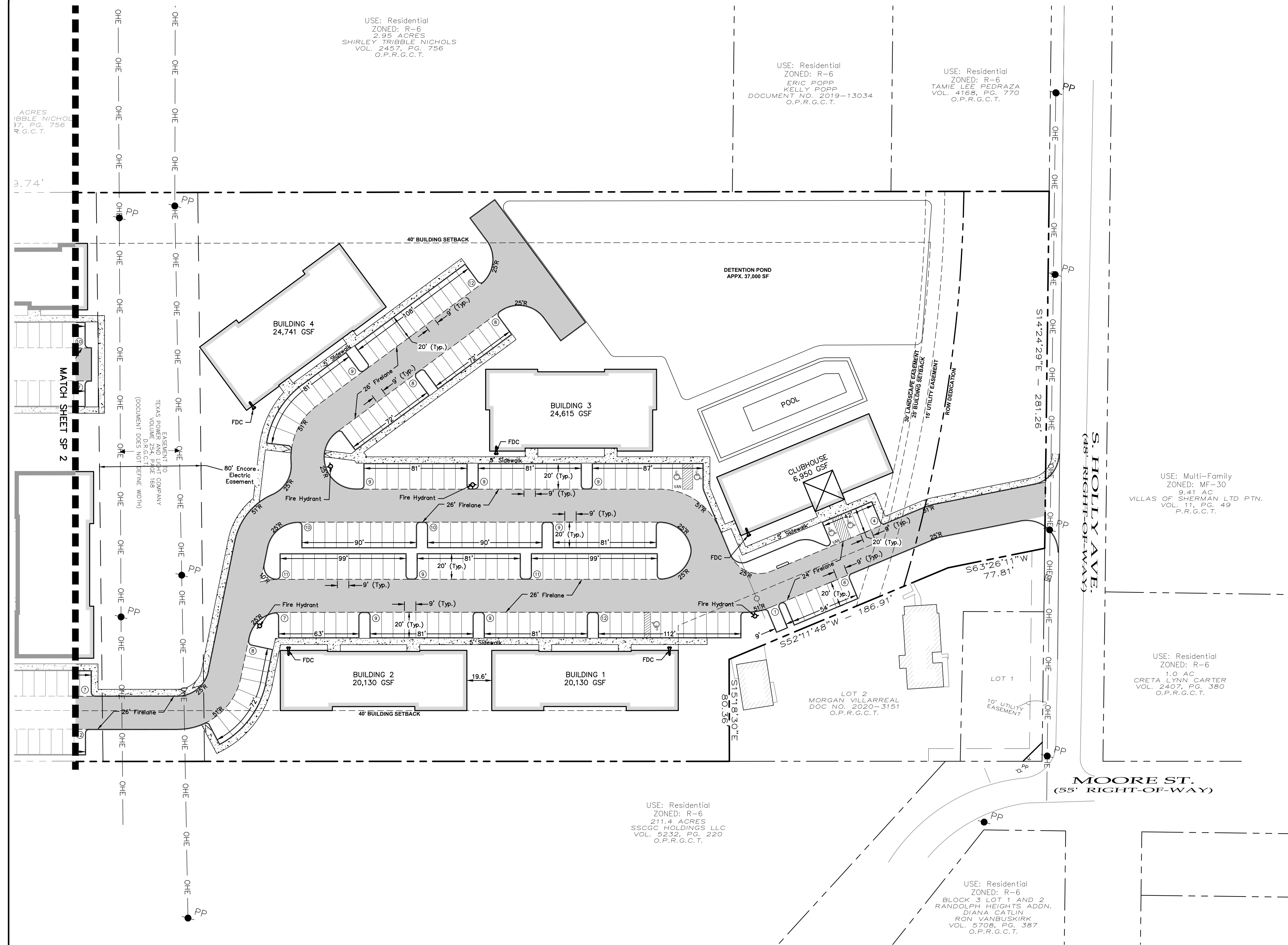
Thank you in advance for your consideration of the zoning request. Please contact me if you have any questions or concerns.

Sincerely,

CROSS ENGINEERING CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read 'JDH', is written over the company name and extends upwards and to the right.

Jonathan D. Hake, P.E.
Vice President



VICINITY MAP
NTS

SITE DATA TABLE		
Name of Project/Development	South Holly Apartments Sherman	
Proposed Use:	Multi-Family	
Existing Zoning:	R-6	
Proposed Zoning:	MF-30	
Lot Area Gross:	16,690	Acres (727,032 SF)
Lot Area Net: (Post ROW Dedication)	15,870	Acres (691,316 SF)
Impervious Surface Area:	403,916	
Pervious Surface Area:	299,578	
Open Space	20,000	(20,000 SF Min.)
BUILDING DATA		
Total Building Gross Square Footage	338,555	
Total Gross Intensity (FAR)	0.490	:1
Units:	336	
Bedrooms:		
1-Bedroom Units	198	
2-Bedroom Units	120	
3-Bedroom Units	18	
Total Bedrooms:	492	
Density:	21.2	Units/Acre
Square Footage (Footprint)		
Building 1	6,710	SF
Building 2	6,710	SF
Building 3	8,206	SF
Building 4	8,247	SF
Building 5	8,868	SF
Building 6	7,707	SF
Building 7	8,206	SF
Building 8	8,588	SF
Building 9	8,588	SF
Building 10	8,206	SF
Building 11	8,868	SF
Building 12	8,206	SF
Building 13	8,206	SF
Building 14	7,129	SF
Leasing/Club	6,950	SF
Total Square Footage (Footprint)	119,395	SF
Percent Lot Coverage	17.3%	
Setbacks		
Front Setback	40'	
Side Interior Setback	40'	
Rear Setback	40'	
Maximum Structure Height	<50'	
Provided Structure Height	48'	Roof Peak
Max No. Stories/Floors	3-Stories	
PARKING & ACCESS		
Parking Required:		
1.5 Spaces per 1-bedroom	297	
2.0 Spaces per 2-bedroom	240	
2.5 Spaces per 3-bedroom	45	
Total Parking Required	582	
Parking Provided:	610	
# Disabled Parking	10	2 Van Accessible

- LEGEND**
- Proposed Firelane
 - Proposed Sidewalk
 - Existing Fire Hydrant
 - Water Valve
 - Existing Power Pole
 - Existing Overhead Power Line
 - Proposed Overhead Power Line
 - Barrier Free Ramp
 - Fire Hydrant
 - Fire Dept. Connection
 - Grate Inlet, Curb Inlet
 - S.S. Manhole
 - Landscape Area
 - Electric Transformer
 - ADA Parking Space



((at least 72 hours prior to digging))

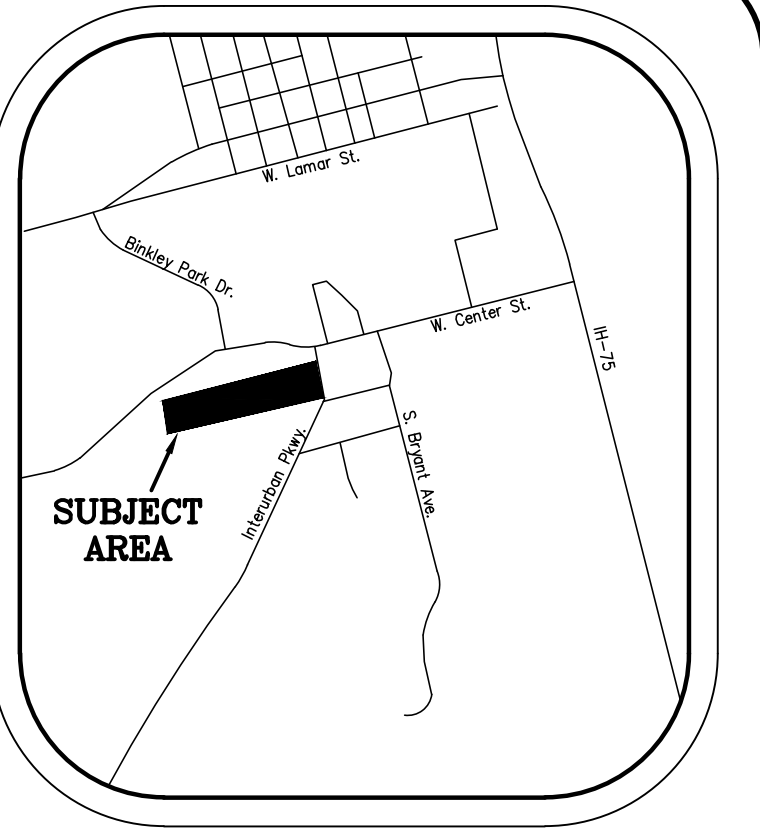
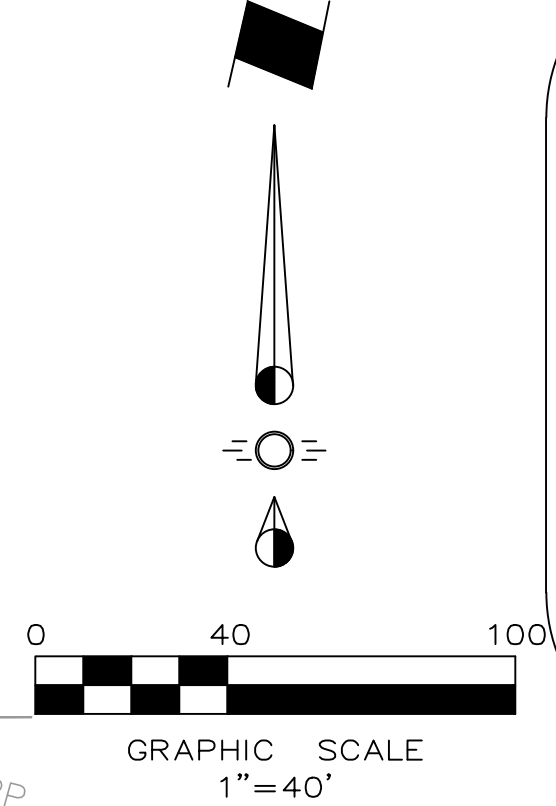
Issue Dates:	Revision & Date:	CROSS ENGINEERING CONSULTANTS 1720 W. Virginia Street McKinney, Texas 75069 972.562.4409 Texas P.E. Firm No. F-3935	THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JONATHAN D. HAKE, P.E. NO. 94738 ON 06/03/24. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.	CONCEPTUAL SITE PLAN		Sheet No.
1	1			SOUTH HOLLY APARTMENTS		SP 1
2	2			MEZQUITE INSTALLATIONS		
3	3			SHERMAN, TEXAS		
4	4					
5	5					
6	6	Drawn By: C.E.C.I.	Checked By: C.E.C.I.	Scale: 1"=40'	Project No. 24038	

USE: Residential
ZONED: R-6
BLOCK 3 LOT 5, 6 & 7
WOODLAND ADDITION
DENNIS WAYNE TEAGUE
DOCUMENT NO. 2018-7904
O.P.R.G.C.T.

USE: Residential
ZONED: R-6
2.95 ACRES
SHIRLEY TRIBBLE NICHOL
VOL. 2457, PG. 756
O.P.R.G.C.T.

TERRACE OAKS

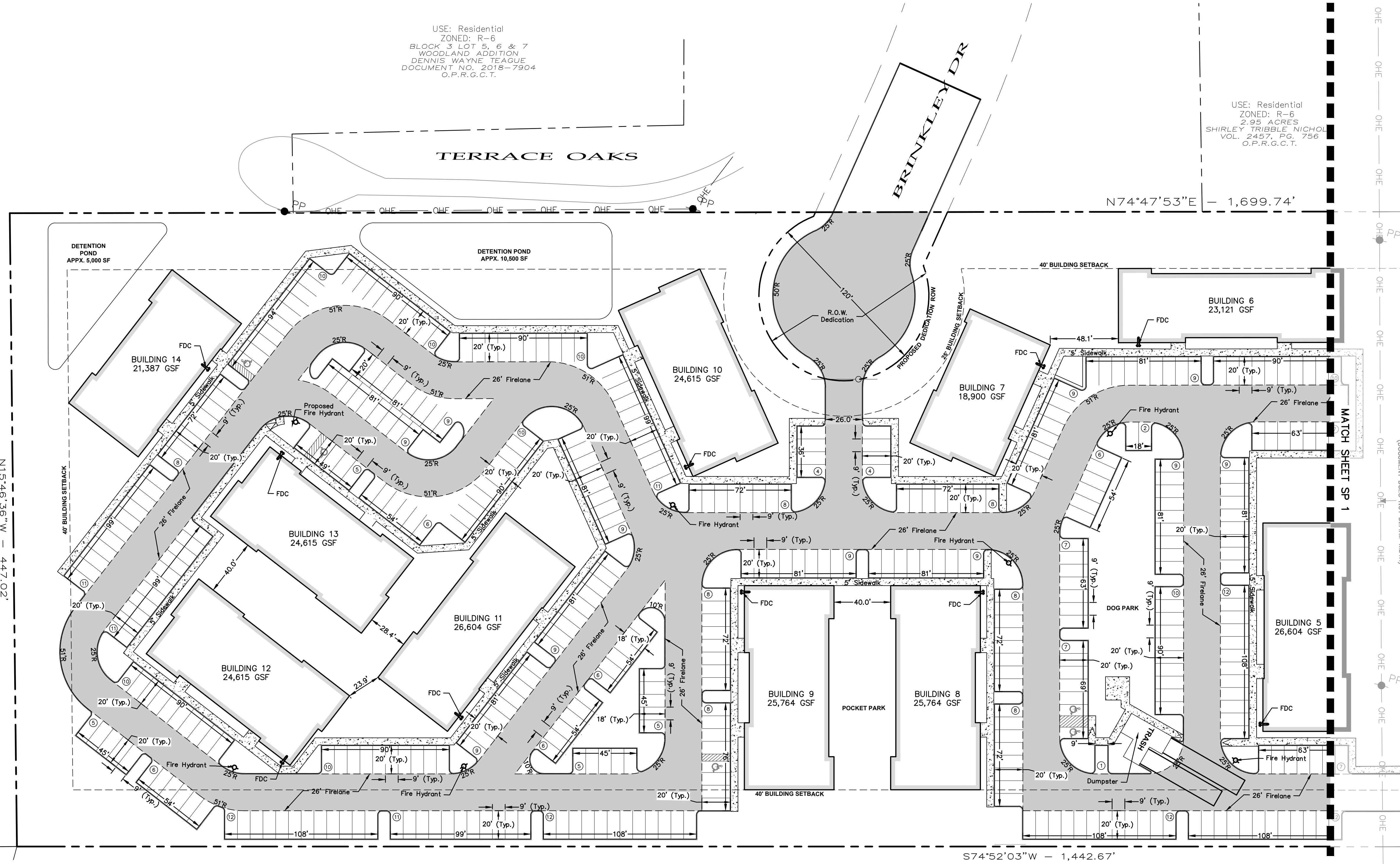
BRINKLEY DR



VICINITY MAP
NTS

USE: Residential
ZONED: R-6
62.16 ACRES
COLLINS HOLDING LP
VOL. 1517, PG. 621
D.R.G.C.T.

N15°46'36"W - 447.02'



S74°52'03"W - 1,442.67'

USE: Residential
ZONED: R-6
211.4 ACRES
SSCGC HOLDINGS LLC
VOL. 5232, PG. 220
O.P.R.G.C.T.

LEGEND

- Proposed Firelane
- Proposed Sidewalk
- Existing Fire Hydrant
- Water Valve
- Existing Power Pole
- Existing Overhead Power Line
- Proposed Overhead Power Line
- BFR Barrier Free Ramp
- Fire Hydrant
- Fire Dept. Connection
- Grate Inlet, Curb Inlet
- S.S. Manhole
- Landscape Area
- Electric Transformer
- ADA Parking Space

STOP!
CALL BEFORE YOU DIG



((@ least 72 hours prior to digging))

Issue Dates:	Revision & Date:
1	1
2	2
3	3
4	4
5	5
6	6

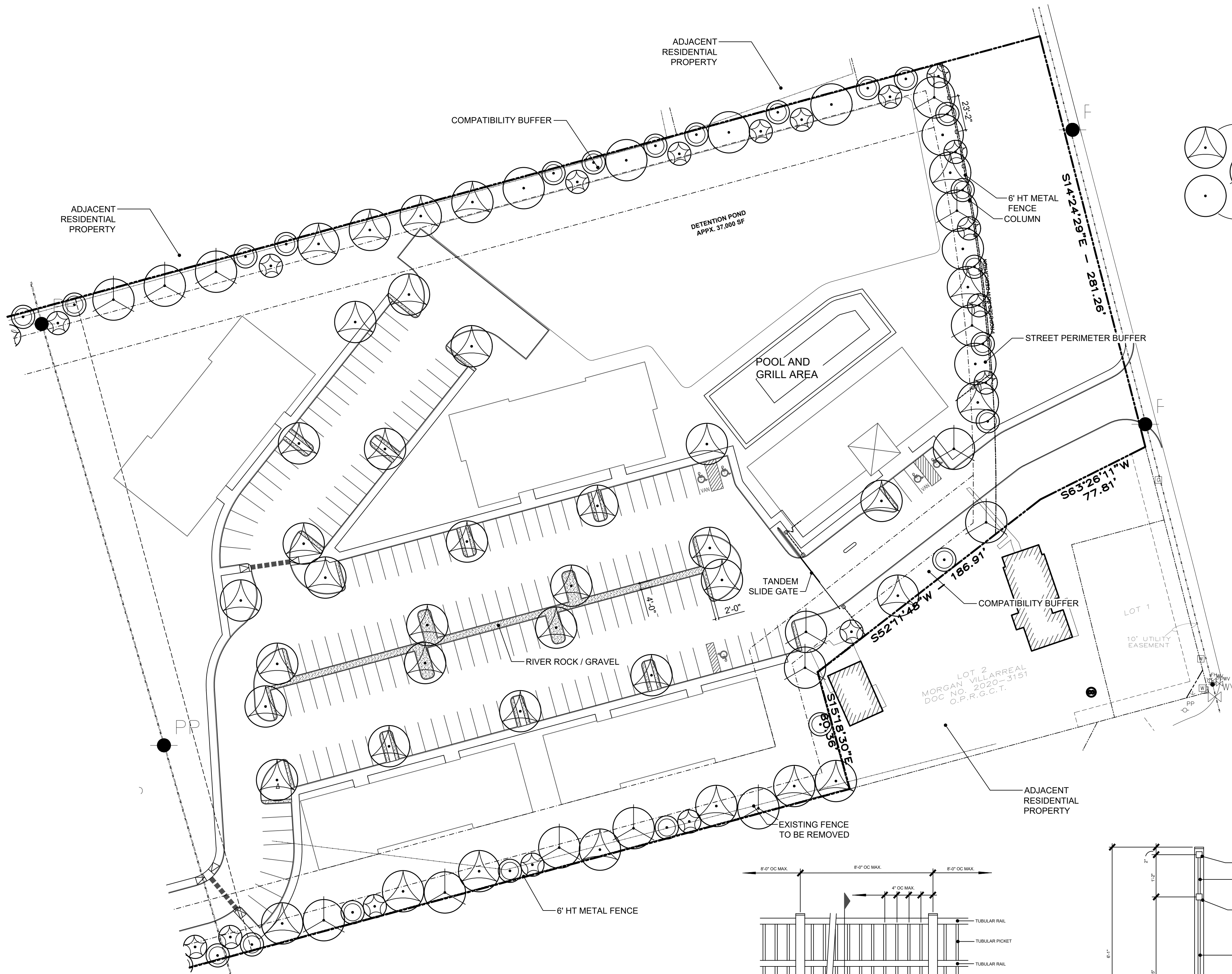
CROSS ENGINEERING CONSULTANTS
1720 W. Virginia Street
McKinney, Texas 75069
972.562.4409
Texas P.E. Firm No. F-3935

Drawn By: C.E.C.I.
Checked By: C.E.C.I.
Scale: 1"=40'

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
JONATHAN D. HAKE, P.E.
NO. 94738 ON
06/03/24, IT IS NOT TO
BE USED FOR
CONSTRUCTION
PURPOSES.

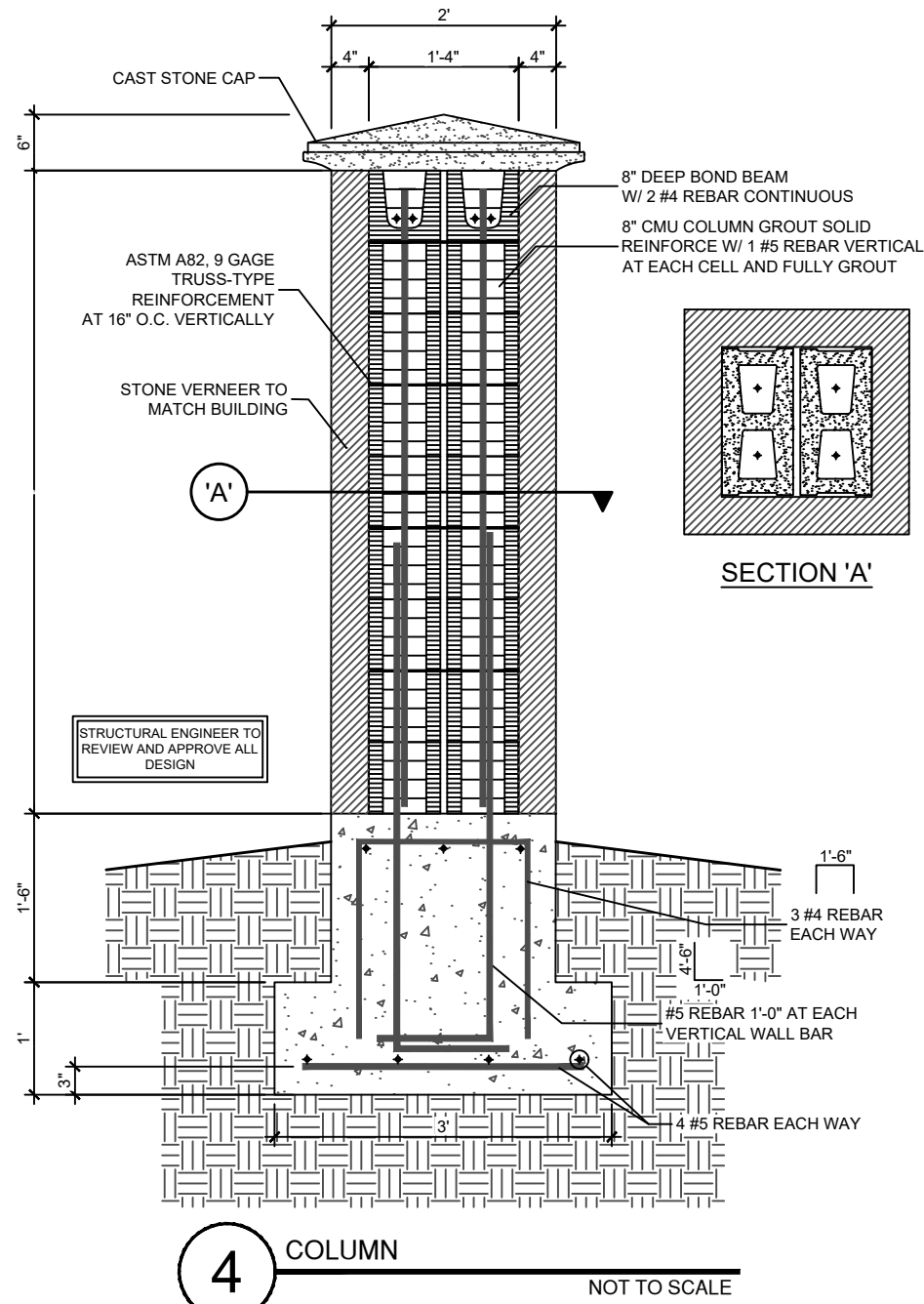
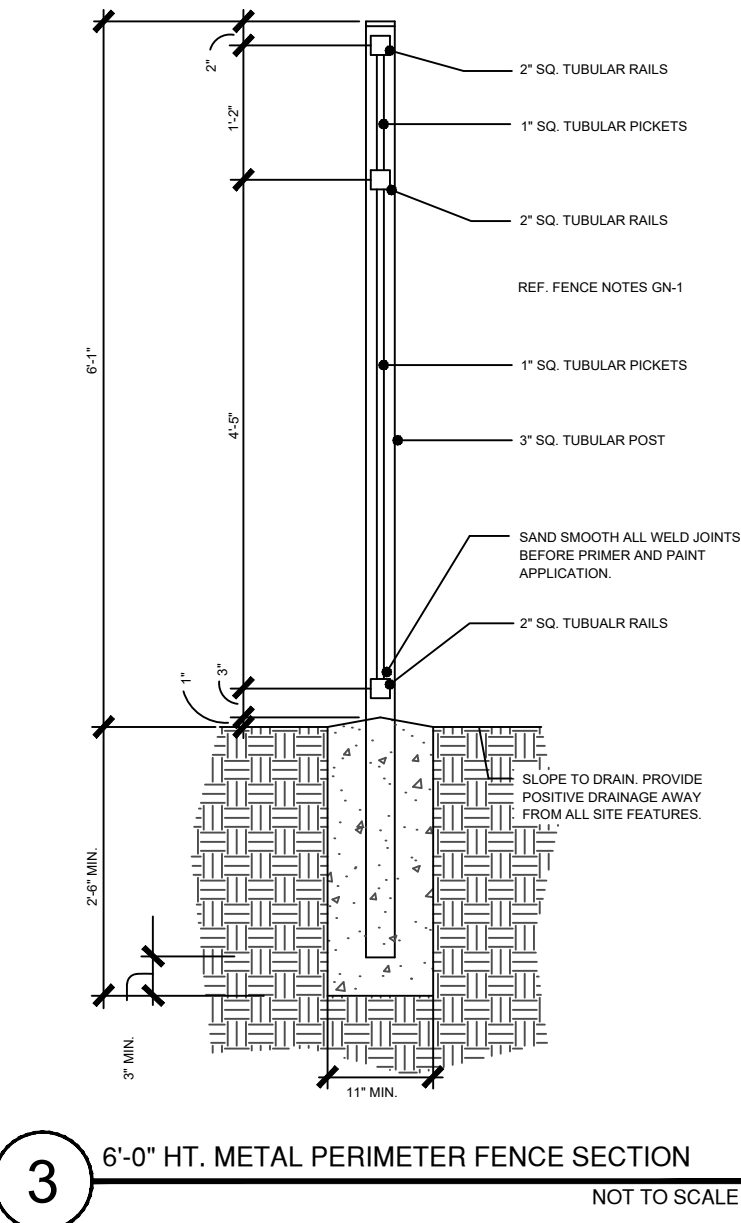
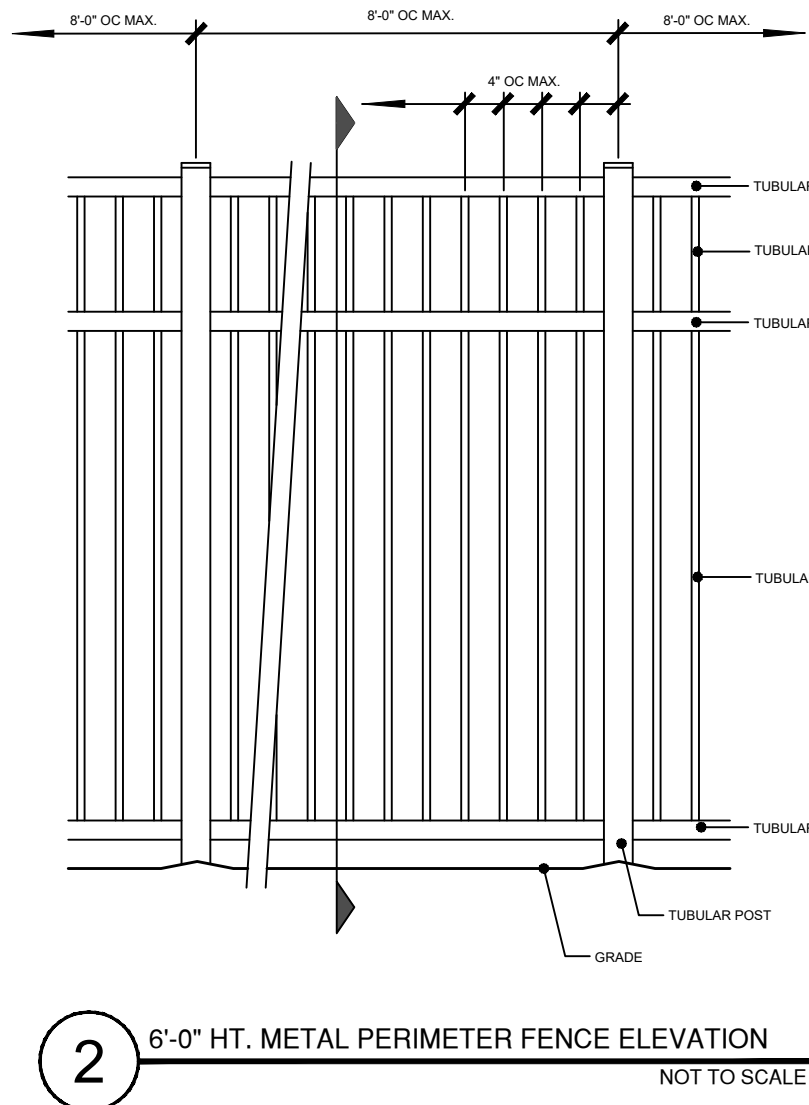
CONCEPTUAL SITE PLAN
SOUTH HOLLY APARTMENTS
MEZQUITE INSTALLATIONS
SHERMAN, TEXAS

Sheet No.
SP 2
Project No.
24038



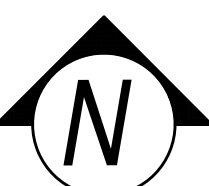
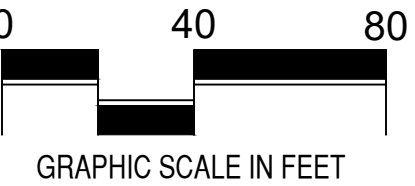
SUMMARY PLANT LEGEND					
SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	REMARKS
SHADE TREES					
CO	Chinquapin Oak	Quercus muehlenbergii	46	3" Cal.	10'-12' Ht.
NO	Nuttall's Oak	Quercus texana	31	3" Cal.	10'-12' Ht.
CE	Cedar Elm	Ulmus crassifolia	46	3" Cal.	10'-12' Ht.
ORNAMENTAL TREES					
WM	Wax Myrtle	Myrica cerifera	13	Multi-trunk, 3-5 canes, min. 1" cal. per cane	6'-8' Ht.
YH	Yaupon Holly	Ilex vomitoria	15	Multi-trunk, 3-5 canes, min. 1" cal. per cane	6'-8' Ht.
SHRUBS (3'+ Height)					
CL	Cleyera	Temstroemia gymnanthera	-	5 Gal. 36" O.C.	Well branched, full to ground 18'-24" Ht.
CZ	Texas Sage	Leucophyllum frutescens	-	5 Gal. 36" O.C.	Well branched, full to ground 18'-24" Ht.
DB	Dwarf Burford Holly	Ilex cornuta 'Burfordi'	-	5 Gal. 36" O.C.	Well branched, full to ground 18'-24" Ht.
RG	Roseglow Barberry	Berberis thunbergii 'Roseglow'	-	5 Gal. 36" O.C.	Well branched, full to ground 18'-24" Ht.
SHRUBS (0'-3' Height)					
SG	Autumn Sage	Salvia greggii	-	1 Gal. 24" O.C.	24" Min. Ht., 18" Min. Spread
AS	Cast Iron Plant	Aspidistra elatior	-	1 Gal. 24" O.C.	24" Min. Ht., 18" Min. Spread
AW	Anthony Waterer Spirea	Spiraea x bumalda 'Anthony Waterer'	-	1 Gal. 24" O.C.	24" Min. Ht., 18" Min. Spread
SHRUB-LIKE GRASS AND GROUNDCOVERS					
ISO	Inland Sea Oats	Chasmanthium latifolium	-	1 Gal. 24" O.C.	
OP	Mondo Grass	Ophiopogon japonicus	-	4" Pots	12" O.C.
LCS	Lavender Cotton	Santolina chamaecyparissus	-	4" Pots	18" O.C.
SS	Solid Bermuda Sod	Cynodon dactylon	-	Sod	
SE	Steel Edging		-	12ga. Steel / Green	
GR	Gravel		- SF	2" Diameter 3" Min. Depth, Install Over Filter Fabric	

LANDSCAPE REQUIREMENTS	
PARKING LOT TREES:	
REQUIRED: ONE SHADE TREE FOR EVERY REQUIRED PARKING ISLAND	
PROVIDED: YES	
STREET PERIMETER BUFFER - SOUTH HOLLY AVENUE	
REQUIRED:	
15' WIDE STREET BUFFER	
STREET PERIMETER BUFFER AREAS SHALL PROVIDE TWO SHADE TREES AND TWO ORNAMENTAL TREES PER 1,000 SQUARE FEET OF BUFFER AREA	
NO MORE THAN 25% OF THE SAME SPECIES	
PROVIDED:	
COMPATIBILITY BUFFER	
REQUIRED:	
15' BUFFERYARD	
ONE SHADE TREE AND TWO ORNAMENTAL TREES PER 1,000 SQUARE FEET	
BUFFER AREA: 55,840 SF 55,840 / 1,000 = 55.84	
REQUIRED: 56 SHADE TREES AND 112 ORNAMENTAL TREES	
PROVIDED: 63 SHADE TREES AND 112 ORNAMENTAL TREES	



LANDSCAPE ORDINANCE COMPLIANCE PLAN

SCALE: 1" = 40'-0"



ISSUES:

REVISIONS:

CLIENT:

CLIENT INFORMATION

SOUTH HOLLY APARTMENTS

SHERMAN, TX

mg
landscape architects
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 890-7474
C (214) 354-6934
hmeeks@mdgland.com



ISSUE FOR PERMIT

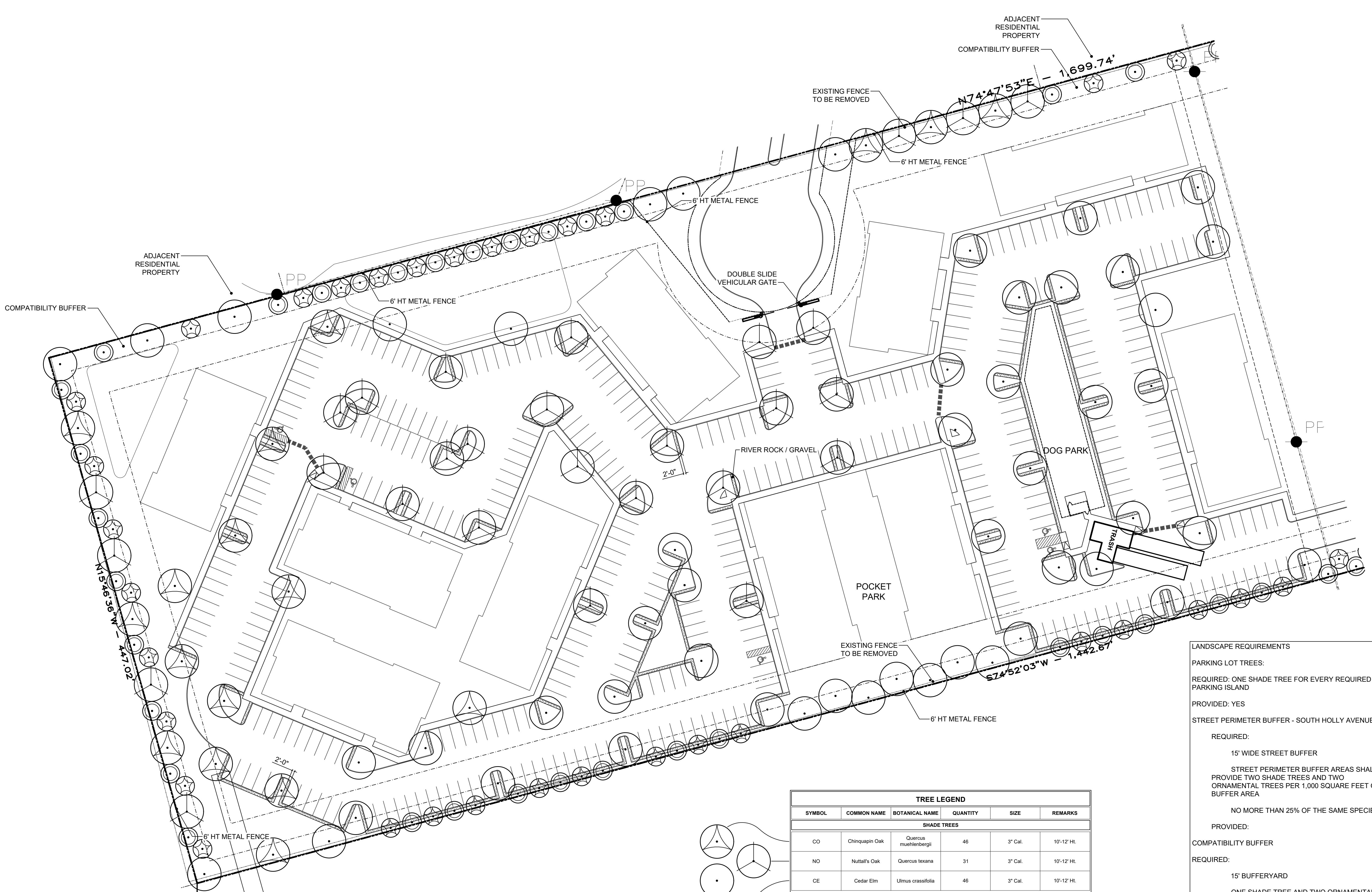
SOUTH HOLLY APARTMENTS

SHERMAN, TX

JOB NUMBER: HEDK-2402

LP0.01

LANDSCAPE ORDINANCE COMPLIANCE PLAN



TREE LEGEND					
SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	REMARKS
SHADE TREES					
CO	Chinquapin Oak	Quercus muhlenbergii	46	3" Cal.	10'-12' Ht.
NO	Nuttall's Oak	Quercus texana	31	3" Cal.	10'-12' Ht.
CE	Cedar Elm	Ulmus crassifolia	46	3" Cal.	10'-12' Ht.
ORNAMENTAL TREES					
WM	Wax Myrtle	Myrica cerifera	13	Multi-trunk, 3-5 canes, min. 1" cal. per cane	6'-8' Ht.
YH	Yaupon Holly	Ilex vomitoria	15	Multi-trunk, 3-5 canes, min. 1" cal. per cane	6'-8' Ht.

LANDSCAPE REQUIREMENTS

PARKING LOT TREES:

REQUIRED: ONE SHADE TREE FOR EVERY REQUIRED PARKING ISLAND

PROVIDED: YES

STREET PERIMETER BUFFER - SOUTH HOLLY AVENUE

REQUIRED:

15' WIDE STREET BUFFER

STREET PERIMETER BUFFER AREAS SHALL PROVIDE TWO SHADE TREES AND TWO ORNAMENTAL TREES PER 1,000 SQUARE FEET OF BUFFER AREA

NO MORE THAN 25% OF THE SAME SPECIES

PROVIDED:

COMPATIBILITY BUFFER

REQUIRED:

15' BUFFERYARD

ONE SHADE TREE AND TWO ORNAMENTAL TREES PER 1,000 SQUARE FEET

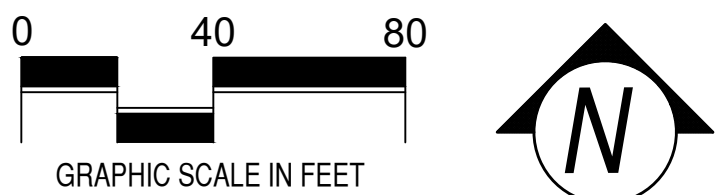
BUFFER AREA: 55,840 SF 55,840 / 1,000 = 55.84

REQUIRED: 56 SHADE TREES AND 112 ORNAMENTAL TREES

PROVIDED: 63 SHADE TREES AND 112 ORNAMENTAL TREES

1 LANDSCAPE ORDINANCE COMPLIANCE PLAN

SCALE: 1" = 40'-0"



ISSUES:	
REVISIONS:	

CLIENT:

CLIENT INFORMATION

SOUTH HOLLY APARTMENTS

SHERMAN, TX



landscape architects

MECKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 890-7474
C (214) 354-6934
hmeeks@mdgland.com



05-01-2024

ISSUE FOR PERMIT

SOUTH HOLLY APARTMENTS

SHERMAN, TX

JOB NUMBER: HEDK-2402

LP0.02

LANDSCAPE ORDINANCE COMPLIANCE PLAN



FRONT ELEVATION SCALE: 3/16" = 1'-0"



REAR ELEVATION SCALE: 3/16" = 1'-0"



LEFT SIDE ELEVATION SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION SCALE: 3/16" = 1'-0"



FRONT ELEVATION SCALE: 1/8" = 1'-0"



REAR ELEVATION SCALE: 1/8" = 1'-0"



LEFT SIDE ELEVATION

SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 3/16" = 1'-0"

Gunner and Jordan Starr
1301 W Moore Street
Sherman, TX 75092

June 11, 2024

RE: Request for Rejection of Zoning Change for 800 Block South Holly Avenue

Dear Chairman and Board Members:

We are writing to express our strong opposition to the proposed zoning change for the lot on South Holly Avenue. Our family has resided at 1301 W Moore Street in Sherman, directly across from the proposed rezoning lot, for the past nine months. We have several concerns regarding this proposal that we believe are crucial for your consideration:

1. Traffic and Road Conditions:

The current infrastructure on Interurban Pkwy/Moore Street, Holly Street, Bryant Street, and Center Street is inadequate to support the existing traffic, let alone the additional burden of another apartment complex. The City of Sherman has not maintained these roads properly, evidenced by an excessive number of potholes located on the aforementioned roads. Additionally, in our nine months of living here, the city has failed to add a stop sign at the intersection of South Holly Avenue and Moore Street, which has already resulted in at least one known accident and numerous near-misses. Adding more traffic to these poorly maintained streets will only exacerbate these issues and increase the risk of accidents.

2. Overabundance of Apartment Complexes:

The area already hosts several apartment complexes, including The Grove (.9 miles away), Archer Village Apartments (1.3 miles away), River Ranch, Creekview Apartments, Raintree Apartments, and Stone Creek Flats (1.8 miles away), The Villas of Parkhaven, The Brooks On Heritage Parkway, Park Manor Apartments, Heritage Court and Country Village Apartments (2.0 miles away), and Heritage Hill Apartments (2.6 miles away). Adding another complex in such proximity will oversaturate the market and strain the local amenities, parks, and infrastructure further.

3. Impact on Local Schools:

The proposed apartment complex would likely be zoned for Henry W Sory Elementary, which already accommodates over 650 students with a student-to-teacher ratio of 15 to 1 (according to Texas Tribune article stating the student body size for the 2021-2022 school year). Introducing a complex with potentially 500+ residents could significantly increase student enrollment, potentially pushing class sizes beyond the state required 20 to 1 ratio. This would

negatively impact the quality of education and the learning environment for all students. Additionally, Sherman High School is already at 2,120+ students and has grown by 13% in the past few years. The high school is projected to continue growing rapidly with the addition of 200+ new homes, even without the new apartment complex. The apartment complex will undoubtedly accelerate this growth, leading to overcrowded classrooms and further straining the resources and capacity of the high school, ultimately affecting the quality of education provided to students.

4. Need for Single-Family Residences:

Sherman is experiencing a proliferation of brand new, cookie-cutter starter homes. However, there is a notable lack of single-family residences that serve as destination homes for families looking to move up from their starter homes. Established families often seek larger, well-built homes with unique features, larger lots, and a sense of community stability. The current market lacks adequate options for these families, forcing many to look outside Sherman for suitable housing. Developing more single-family homes with 4+ bedrooms would address this gap, promoting a stable, family-friendly environment that supports long-term community growth and enhances the overall quality of life in Sherman.

5. Community Character:

South Sherman has a unique small-town charm that attracted our family. We chose to move here to escape the high-density neighborhoods in Princeton, where people lived in close quarters, there was no sense of community, and the feeling of belonging was lost. We selected our home because of the larger lot sizes and the opportunity to know our neighbors, creating a safe environment for our future children. Introducing more high-density housing could change the neighborhood's character, transforming it from a close-knit community to a more transient, less personal environment. This shift could erode the strong sense of community that residents value living in this part of the city.

6. Noise and Light Pollution

High-density housing developments often bring increased noise and light pollution, which will disrupt the quality of life for residents in the area. We are already having to deal with the noise from the construction across from us on Interurban Pkwy/Moore Street and will continue to deal with that for several more months, possibly even years. If you allow the rezoning of the lot, the initial construction phase of the apartment complex will generate significant noise pollution, continuing to disrupt the peace in the neighborhood for additional years. Additionally, apartment complexes often have extensive outdoor lighting for safety and convenience, which lead to light pollution that disrupts the night sky and will undoubtedly affect the sleep of nearby residents, especially those living on the East Side of Center Street and those living in the current and future houses at the corner of Moore Street and Holly Avenue (including our own neighbors at 1321 W Moore St). Circling back to our traffic concerns, more residents will result in increased traffic, leading to higher noise levels throughout the day and night.

7. Higher Crime Rates:

High-density living, such as that found in apartment complexes, can often lead to higher crime rates. With a larger population in close quarters, there is an increased likelihood of theft, vandalism, and disturbances. Apartment complexes and the surrounding homes in the area can sometimes become targets for opportunistic crimes due to the higher number of potential victims and properties within a condensed area. Therefore, the potential for increased crime rates is a significant concern that should be considered when evaluating the proposed rezoning.

In conclusion, we firmly believe that the proposed zoning change for the lot on South Holly Avenue is not in the best interest of our neighborhood, nor the community. The existing infrastructure cannot support the additional traffic, there is already an ample supply of apartment complexes in the vicinity, the local schools would be unduly burdened, and there is a greater need for higher end single-family homes to support growing families in Sherman.

We respectfully urge you to consider these points and reject the proposed rezoning. Thank you for your time and attention to this matter.

Sincerely,

Gunner and Jordan Starr

Marlow, Lauren

From: Planning
To: Sheila Bunch
Subject: RE: Opposition of Zone change request for South Holly Apartments

From: Sheila Bunch
Sent: Sunday, June 16, 2024 8:18 PM
To: Planning
Subject: Opposition of Zone change request for South Holly Apartments

To whom it may concern:

My husband and I are property owners who reside at the corner of West Moore Street and Holly Avenue. We are very much opposing the request for zone change to a multi-family residential district. We have many serious concerns about traffic flow in our area. We know that there is already a dangerous traffic situation at the intersection where our house is located. We have seen many near misses with accidents as well as even having someone drive through our front yard almost hitting a person, almost hitting our mailbox, and then subsequently hitting a truck that was parked across the street from us. We now are even afraid to be out in our yard during heavy traffic times during the school year. Increasing traffic through our neighborhood will only increase the amount of accidents and near-accidents.

Another concern is that there is a neighborhood already under construction to accommodate 43 houses across the street from us. There are many apartment complexes already in the Sherman area so there is really not a need for any more. We would like to maintain the value of our property and believe that the change to a multi-family residential zone would lessen the value of our home. We are newcomers to Sherman and chose this area because we felt it was a quiet place to be. That will most likely change if the apartments are approved.

Please consider our thoughts on this matter. We live here and know the ramifications of an apartment complex addition to this area with an already high traffic load.

Thank you for your consideration on this matter.

Sincerely,

Thomas and Sheila Bunch
1321 W. Moore St.
Sherman, Texas 75092

Chairman and Commissioners, my name is Robin Atherton. I live at 900 Western Hills in Sherman. I am a life long resident of Sherman and 4th generation Shermanite. I am a local Real Estate Agent with Keller Williams. I have a unique perspective in talking with you today. I have represented developer clients in the past and I have also sat where you are, as I was on P&Z about 15 years ago. I hope you all drove over to S Holly and saw the conditions of the road, the subject property, the surrounding properties and I hope you drove up Terrace Oaks to see the back side of the property.

About 7 years ago, I represented my brother as a Real Estate agent to purchase a home on Terrace Oaks. On your proposed site plan in your packet, his home is not drawn out but it is the top left corner where the circle drive is. When he bought the home, we did all of our due diligence to review the surrounding zoning, future land plans, etc.

I know you have some opposition letters (and others comments here) that cover a lot of points including, traffic, roads are horrible and noise. I will try not to beat a dead horse and approach this from a more comprehensive level encompassing the 2022 Comprehensive Plan and the Code of Ordinances.

As a Real Estate agent, I can tell you that NEVER have I ever had a home buyer say "I would like to find a home beside an apartment complex". I can say with absolute certainty that quite the opposite is true. I do have SELLERS of properties close to apartment complexes with many complaints. In the 2022 Comprehensive Plan on Page 4, Community Engagement Summary, there were 1,653 survey responses collected. If I read the colors on the chart right, 13% of those respondents said we

needed more apartments. I bet if you ask those people NOW, they would NOT say that.

Next I will talk about the Tree Protection Ordinance, Ordinance 6643 adopted September 18, 2023. This property is an old growth forest, kind of like the ones on Center St that were previously clear cut. The tree canopy on aerial photos looks like only 10% of the 16.8 acres is not under canopy. There are trees that are 150 years plus old. If you will look at the landscape plan submitted, you will see we have another clear cut to make a concrete jungle. The public outcry about clear cutting led to the new ordinance. With the concrete jungle most all of the trees required by ordinance will be new trees planted, much smaller. Many of the existing trees ARE in the protected species and will be covered by this ordinance. BUT, they will still be clear cut. MOST Sherman citizens know there is a tree preservation rule BUT what they don't realize is that the developer can BUY THEIR WAY OUT OF IT. With affordable land prices here and developers coming in from out of town, that is no incentive! It certainly doesn't matter to them! I don't see any effort to preserve existing trees in the plan. They don't care. Come here to buy cheap land, whats a few more dollars to buy out of preserving the environment? Couldn't the native large trees in the setbacks be preserved? I will be interested to see the tree survey and tree removal application.

A lot of things have changed since I was on P&Z so I have reviewed the newer 2022 Master Plan and other documents to catch my self up. On page 28 of the Master plan concerning Housing and Neighborhoods there are 5 strategies listed with #5 saying... Protect and enhance existing neighborhoods and

housing stock. This project does neither of those things. There are some neighborhood apartments in Sherman that you can drive by and hardly notice they are apartments. The Villas of Sherman is right across the road from this proposed complex. The Villas is an over 55 complex. They blend in to the neighborhood with similar roof lines and style. This project with its' 3 stories, sticks out like a sore thumb with no efforts to blend in.

Page 32 of the Comprehensive Plan discusses future land use descriptions and states that Compatible Zoning districts in the Core Neighborhood would include Multi Family, Manufactured homes, small retail business and of course single family residential. It ALSO states that infill or additions to existing neighborhoods, that increases density SHOULD match the character of the surrounding structures. Obviously this proposal does NOT do that at all. Newer residential developments already in our City have the infrastructure and would better fit for the "infill" of other types of housing.

On Page 16 of the Comprehensive Plan, population growth is discussed with a chart. If you just do the Math on the chart, expected population growth for Sherman in the next 20 YEARS is about 20,000 people. That is people NOT households. Even if the expected population number is too conservative, you can still do the Math and see where we are heading. On the City Development Department website, there is a list of projects that are in some form of planning stage right now. There are 12,000 plus UNITS of apartments and around 13,000 plus single family residences in some form of development in Sherman, NOW. In 2022 when the Master Plan was updated, it stated that there were approximately 20,000 planned residential lots in the Sherman

planning area. That was 2 years ago We are about to have a 20+ years supply based on numbers pulled from City of Sherman information.

Code of Ordinance, Chapter 14.01, General Provisions, having to do with zoning considerations, Number 3 states – The zoning regulations and districts have been made with reasonable consideration, among other things, for the character of the district and with a view of conserving of conserving the value of buildings and encouraging the most appropriate use of land throughout the City. I think that with this proposal, the devaluation of the surrounding properties can't be disputed.

The Code of Ordinances, Page 121, #Item #4 PLANNING AND ZONING COMMISSION CONSIDERATION lists 9 key points for the Commission to consider in whether to approve or decline an agenda item. I will discuss several of them.

Number 1 Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole.

Number 3, The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances that may make a substantial part of such vacant land unavailable for development.

Number 4, The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change. So in response to Number 3 and 4 consider the quadrant of the City bordered by Hwy 56, 1417 and 75. We have 6 apartment complexes that I can see, in some sort of planning stage totaling almost 4,000 units. In that same

quadrant there are numerous existing or under construction apartments. This quadrant has by far the most density of apartments in the City.

Number 6. The impact on the environment regarding the floodplain, riparian areas, topography and vegetation. The water drainage coming across the neighboring property on Terrace Oaks experiences extreme run off and has a special drain to funnel the water down the cliff to Center St. When the vegetation is removed and we have all that concrete, this will increase. I see several retention ponds on the site plan, more than I usually see on this size of development. I hope that is enough!

Number 7. Whether the request is consistent with the Comprehensive Plan and other master plans. I would say that City Management would find that in some ways it is. I would say that the Citizens would say that in most important ways, it is not.

Number 8 says Any other factors that would effect the health, safety, morals or general welfare. I think most of these issues has been covered but I will say that the dust and disruption during construction will effect the health of the Sr Citizens that live across the street and the neighboring home residents.

In closing.....When I worked with developers, I always thought it was a good idea for the developer to be responsive to the community and their concerns, especially the immediate surrounding neighbors. Sometimes, these conversations are heated, but the developer should look for ways to lower the temperature to explain the reasoning or look for a compromise. Currently this proposed site was in planning for a different purpose— rent to own houses. It actually still shows that on the

Development Dept site. When my brother called this developer, and I am sure he was upset at the time, the call basically ended with the developer hanging up on him. No call back or letter written to address his concerns. His main concern was that one of the ingress egress points of the housing addition was RIGHT IN FRONT OF HIS HOME. Terrace Oaks is almost a quarter of a mile long. His home is at the end of the street. Easy fix, put it further down the road.

Making the point of, many developers don't care. They are here for cheap land, highest density and the highest profit.

THANK YOU FOR YOUR TIME.



City Council Regular Meeting

Agenda Item No. D.5.

Meeting Date: 7/15/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6750

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 3.020 acres situated in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 2100 East Lamar Street, Heretofore Zoned MF-30 (Multi-Family Residential) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, BTI Capital, LLC (Owner), Ben Betzold, CEC (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 3.020 acres of land located at 2100 East Lamar Street from an MF-30 (Multi-Family Residential) District to C-1 (Retail Business) District

Background:

The property is located at 2100 East Lamar Street between Wanda Drive and Stephens Road. The owner is requesting a Zone Change of 3.020 acres from MF-30 (Multi-Family Residential) District to C-1 (Retail Business) District.

The following has been approved for this location:

- 2/10/1969 – Zone Change from an R-1 (One Family Residential) District to C-1 (Retail Business) District
- 8/21/2007 - 11.24 acres R-2 (Multi-Family Residential) District & C-1 (Retail Business) District to R-1 (One Family Residential) District & 1.76 acres from C-1 (Retail Business) District & R-1 (One Family Residential) District to C-1 (Retail Business) District
- 3/18/2008 – Specific Use Permit to allow indoor batting cages in a C-1 (Retail Business) District
- 11/16/2021 – Zone Change from C-1 (Retail Business) District & R-1 (One Family Residential) District to R-2 (Multi-Family Residential) District
- 9/20/2022 - Final Plat approval of Sweetwater Gap.

Origination:

BTI Capital, LLC (Owner)
Ben Betzold, CEC (Representative)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 18, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6750
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Site Plan - Commercial

ORDINANCE NO. 6750

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 3.020 ACRES SITUATED IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2100 EAST LAMAR STREET, HERETOFORE ZONED MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, BTI CAPITAL, LLC (OWNER), BEN BETZOLD, CEC (REPRESENTATIVE) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 2100 East Lamar Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 15th day of July 2024.

ADOPTED on this the 15th day of July 2024.

EFFECTIVE DATE on this the 15th day of July 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 PITTMAN, CITY ATTORNEY



BEING all of that certain tract or parcel of land situated in the George B. Pilant Survey, Abstract No. 963, the City of Sherman, Grayson County, Texas, and being a part of a called 12.995 acre tract of land described in the deed to BTI Capital, LLC, recorded in Instrument No. 2023-2181, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 12,995 acre tract, common to the southeast corner of a called 0.27 of an acre tract of land described in the deed to the State of Texas, recorded in Volume 348, Page 392, Deed Records, Grayson County, Texas, and common to the western-most southwest corner of a called 0.28 of an acre tract of land described in the deed to the State of Texas, recorded in Volume 348, Page 16, said Deed Records, on the westerly line of a called 13.105 acre tract of land described in the deed to Grayson County East Land for the Handicapped, recorded in Volume 1044, Page 249, said Deed Records, and on the southerly right-of-way line of East Lamar Street (State Highway 56):

THENCE South 15°34'09" East, with the easterly line of said 12.995 acre tract, and with the westerly line of said 13.105 acre tract, a distance of 305.01 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 the herein described tract of land;

THENCE South 74°58'55" West, crossing said 12.995 acre tract, a distance of 436.48 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the southwest corner of the herein described tract of land;

THENCE North 15°01'05" West, continuing across said 12,995 acre tract, a distance of 299.89 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northwest corner of the herein described tract of land, on the northerly line of said 12,995 acre tract, and on the southerly line of aforesaid 0.27 acre tract, and on the southerly right-of-way line of aforesaid East Lamar Street, from which a 1/2-inch iron rod with an illegible plastic cap found for the northwest corner of said 12,995 acre tract bears South 74°18'26" West, a distance of 50.00 feet;

THENCE North 74°18'26" East, with the northerly line of said 12.995 acre tract, and with the southerly line of said 0.27 acre tract, and with the southerly right-of-way line of said East Lamar Street, a distance of 433.58 feet to the POINT OF BEGINNING and enclosing 3.020 acres (131,573 square feet) of land, more or less.

GENERAL NOTES:

1. This survey was completed without the benefit of a current title commitment. Additional Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.
2. Location of underground pipelines based on information provided by Texas Railroad Commission GIS and/or observed above-ground markings by others (rain flags and/or permanent markers) and should be considered approximate.

LEGEND

		ELEVATION	
A	FOUND MONUMENT	R/P.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
S	SET MONUMENT		
IRSC	1/2" IRON ROD W/ "PRESTON TAIL LAND SURVEYING, RPL'S 6585" CAP SET	VOL. PG.	VOLUME PAGE
		INST. NO.	INSTRUMENT NO.
IRF	IRON ROD FOUND	U.	UTILITY EASEMENT
IRFC	IRON ROD FOUND W/ PLASTIC CAP	U/E	UTILITY/POWER POLE
CM	CONTROLLING MONUMENT	C	GUY
()	DEED OR PLAT CALL	W	WATER VALVE
R.O.W.	RIGHT-OF-WAY	-----	BOUNDARY LINE
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS	-----	ADJUNCTION LINE
		-----	EASEMENT
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS	///	ASPHALT
		---	OVERHEAD ELECTRICITY
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS	--- GAS	GAS LINE

Certify to: BTI Capital, LLC:

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 06/28/2023, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

Chris R. Noah
Chris R. Noah, R.P.L.S. No. 6585



**BOUNDARY SURVEY
3.020 ACRES**

GEORGE B. PILANT SURVEY, ABSTRACT NO. 963
TBD East Lamar Street, Sherman
Grayson County, Texas



787 W FM 996
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

TBPLS Firm No
10194175

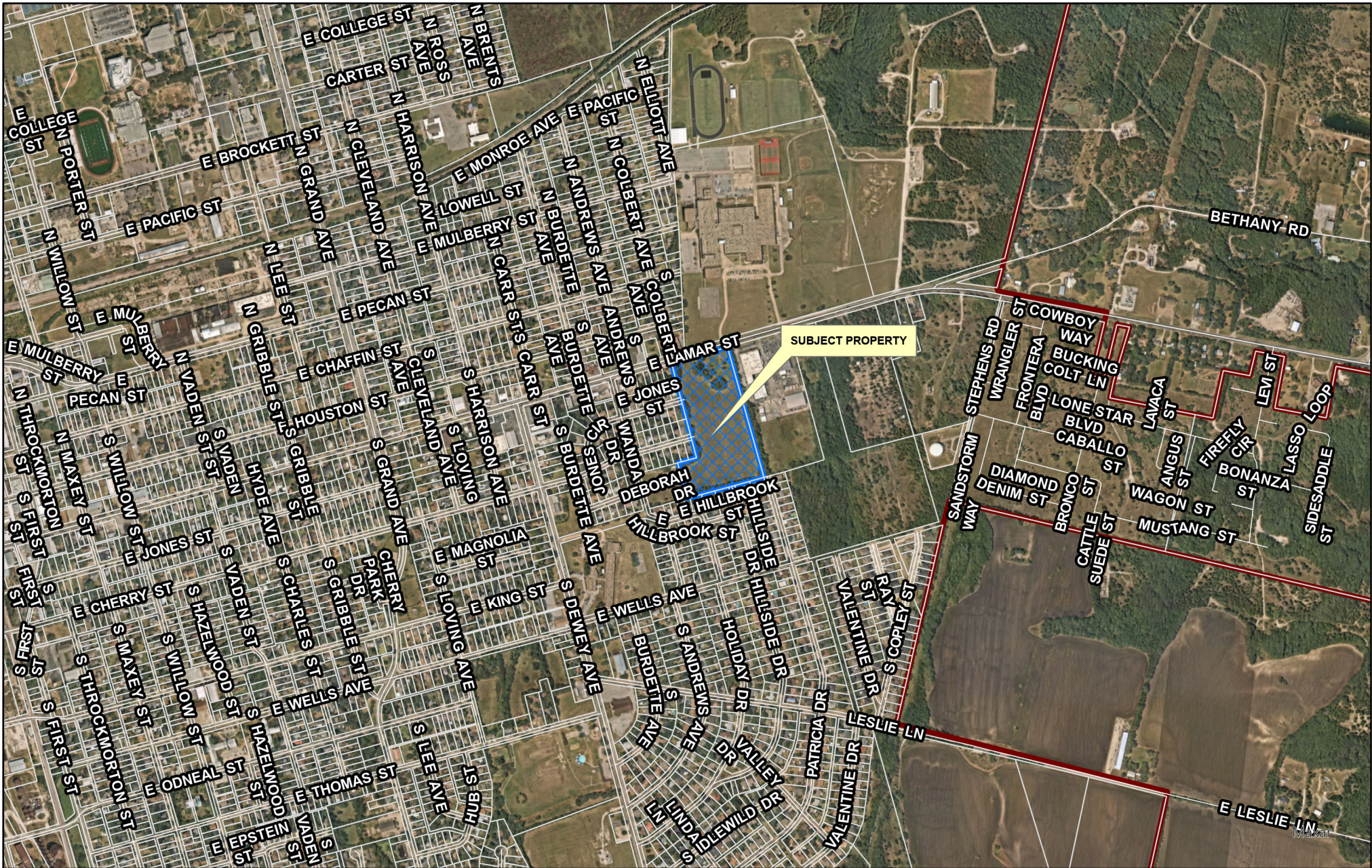
Drawn by: LGT
Checked by: CBN

Scale: 1"=60'	Project No. 21-0572.3
Date: 06/28/2023	Sheet No. 2 of 4

Page 76 of 374

FLOOD STATEMENT:

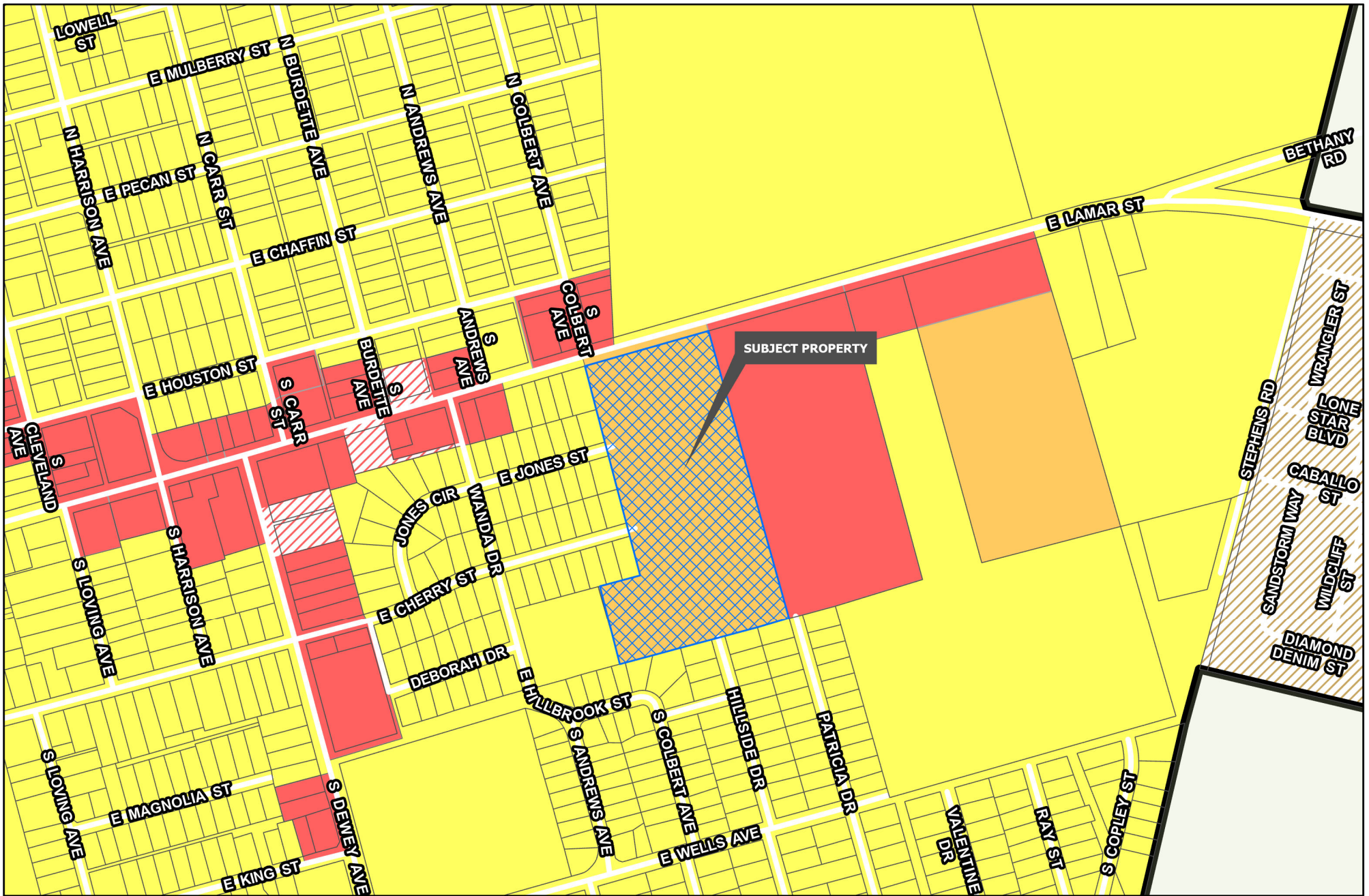
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/01/2022 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 C 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.



City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2100 E LAMAR ST



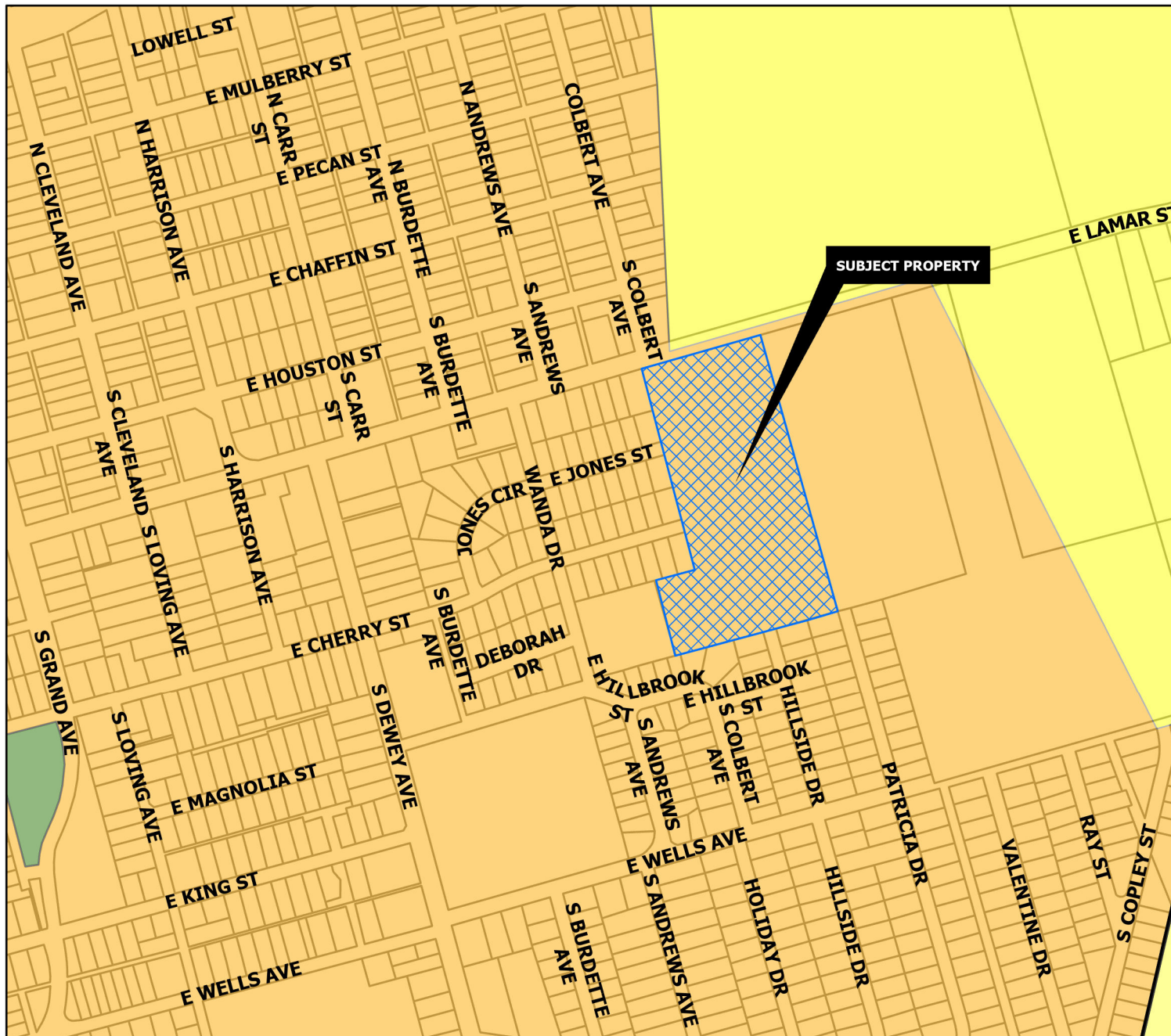


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
2100 E LAMAR ST





CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2100 E LAMAR ST





Narrative

Accompanying zoning application for the proposed

Sweetwater Village

The 12.995-acre Sweetwater Village site is located on the south side of Highway 56 (East Lamar Street) immediately across the street from Sherman Middle School, and approximately 1.9 miles east of Interstate 75. The site would have 3.02-acre commercial retail/restaurant reserve portion and a 9.975-acre duplex neighborhood. The proposed zoning changes would be from MF-30 to C-1 for the commercial portion and MF-30 to R-2F for the duplex section.

The commercial center is intended to provide retail space suitable for various businesses whose purpose is to provide most of the convenience goods and furnish certain personal services to satisfy the needs of the residents of the surrounding neighborhoods. The preliminary concept plan of Sweetwater Village retail center includes a single 26,400-square-foot, multi-tenant retail building, as shown on the accompanying exhibit. The plan provides for parking in excess of the minimum parking requirements. All other applicable city ordinances will be met or exceeded.

The duplex community would be a total of 36 duplexes situated on their own lots. The neighborhood of duplexes would have right-of-way connectivity to South Hillside Drive, East Cherry Street, East Jones Street and State Highway 56.

All TxDOT requirements will be met as to ingress and egress points to and from the site as convenience and safety were given high priority in the site design considerations. Prior to construction, all requirements for issuance of applicable building permits will be met.



**SWEETWATER GAP
RETAIL CENTER
LAMAR @ COLBERT AVE.**





City Council Regular Meeting

Agenda Item No. D.6.

Meeting Date: 7/15/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6751

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 9.975 acres situated in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 2100 East Lamar Street, Heretofore Zoned MF-30 (Multi-Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, BTI Capital, LLC (Owner), Ben Betzold, CEC (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 9.975 acres of land located at 2100 East Lamar Street from an MF-30 (Multi-Family Residential) District to R-2F (Duplex Residential) District.

Background:

The property is located at 2100 East Lamar Street between Wanda Drive and Stephens Road. The owner is requesting a Zone Change for 9.975 acres from MF-30 (Multi-Family Residential) District to R-2F (Duplex Residential) District.

The following has been approved for this location:

- 2/10/1969 – Zone Change from an R-1 (One Family Residential) District to C-1 (Retail Business) District
- 8/21/2007 - 11.24 acres R-2 (Multi-Family Residential) District & C-1 (Retail Business) District to R-1 (One Family Residential) District & 1.76 acres from C-1 (Retail Business) District & R-1 (One Family Residential) District to C-1 (Retail Business) District
- 3/18/2008 – Specific Use Permit to allow indoor batting cages in a C-1 (Retail Business) District
- 11/16/2021 – Zone Change from C-1 (Retail Business) District & R-1 (One Family Residential) District to R-2 (Multi-Family Residential) District
- 9/20/2022 - Final Plat approval of Sweetwater Gap.

In 2021, the prospective developer proposed this property to be developed as duplex units in an R-2 district. With changes to the zoning ordinance in 2022, the R-2 district transitioned to MF-30. This zone change request would provide the ability for the new developer to continue the duplex development approved in 2021 instead of higher density multifamily development.

Origination:

BTI Capital, LLC (Owner)

Ben Betzold, CEC (Representative)

Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None.

Staff Recommendation:

At the June 18, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6751
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Site Plan - Duplexes

ORDINANCE NO. 6751

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 9.975 ACRES SITUATED IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2100 EAST LAMAR STREET, HERETOFORE ZONED MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, BTI CAPITAL, LLC (OWNER), BEN BETZOLD, CEC (REPRESENTATIVE) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 2100 East Lamar Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2F (Duplex Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 15th day of July 2024.

ADOPTED on this the 15th day of July 2024.

EFFECTIVE DATE on this the 15th day of July 2024.

CITY OF SHERMAN, TEXAS

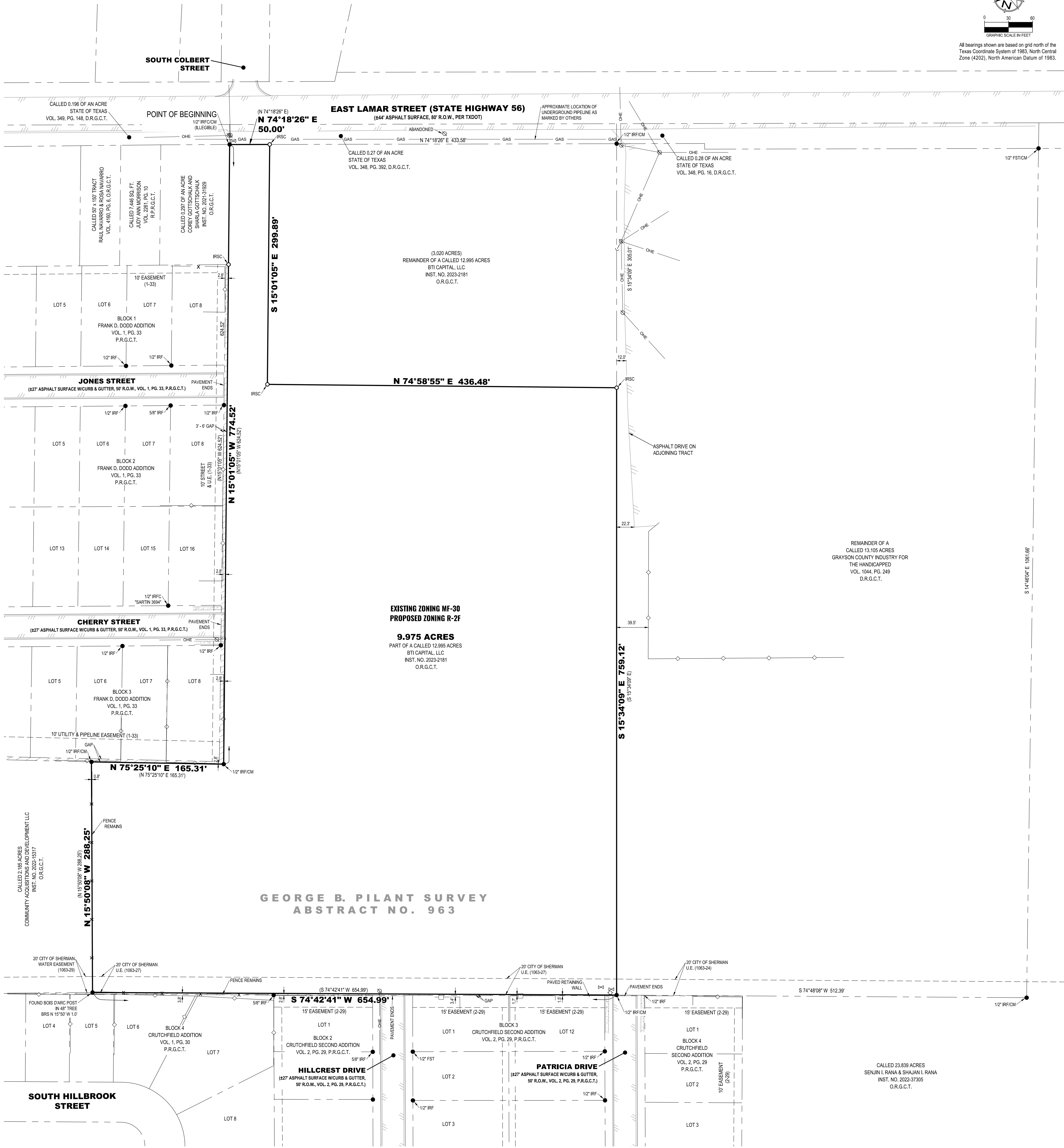
BY: _____
DAVID PLYLER, MAYOR

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



LEGEND	
● FOUND MONUMENT	INST. NO. INSTRUMENT NO.
IRF IRON ROD FOUND	U.E. UTILITY EASEMENT
IRFC IRON ROD FOUND W/PLASTIC CAP	□ UTILITY/POWER POLE
FST FOUND SQUARE TUBE	— GUY
IPF IRON PIPE FOUND	◇ FIRE HYDRANT
BRS BEARS	⋈ WATER VALVE
CM CONTROLLING MONUMENT	— BOUNDARY LINE
() DEED OR PLAT CALL	— ADJOINER LINE
R.O.W. RIGHT-OF-WAY	— EASEMENT
P.R.G.C.T. PLAT RECORDS, GRAYSON COUNTY, TEXAS	— WIRE FENCE
D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS	— CHAIN LINK FENCE
O.R.G.C.T. OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS	— ASPHALT
VOL. PG. VOLUME, PAGE	— OVERHEAD ELECTRIC UTILITY
	— GAS LINE

- GENERAL NOTES:**
- This survey was completed without the benefit of a title commitment. Additional Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.
 - The surveyed property is subject to a 20' Utility Easement recorded in Volume 1063, Page 27, Deed Records, Grayson County, Texas
 - Location of underground pipelines based on information provided by Texas Railroad Commission GIS and/or observed above-ground markings by others (pin flags and/or permanent markers) and should be considered approximate.

Certify to: BTT Capital, LLC;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 05/01/2024, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Engineers and Land Surveyors.



LAND DESCRIPTION:
BEING all of that certain tract or parcel of land situated in the George B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being part of a called 12.995 acre tract of land described in the deed to BTT Capital, LLC, recorded in Instrument No. 2023-2181, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with an illegible plastic cap found for the northwest corner of said 12.995 acre tract, common to the northeast corner of a called 0.297 of an acre tract of land described in the deed to Corey Gottschalk and Sharla Gottschalk, recorded in Instrument No. 2021-31929, said Official Records, and common to the southeast corner of a called 0.196 of an acre tract of land described in the deed to the State of Texas, recorded in Volume 349, Page 148, Deed Records, Grayson County, Texas, and common to the southwest corner of a called 0.27 of an acre tract of land described in the deed to State of Texas, recorded in Volume 348, Page 392, said Deed Records, and on the southerly right-of-way line of East Lamar Street (State Highway 56);

THENCE North 74°18'26" East, with the northerly line of said 12.995 acre tract, and with the southerly line of said 0.27 acre tract, and with the southerly right-of-way line of said East Lamar Street, a distance of 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (Hereinafter referred to as Capped Iron Rod) set for the northern-most northeast corner of the herein described tract of land, and from which a 1/2-inch iron rod found for the northeast corner of said 12.995 acre tract bears North 74°18'26" East, a distance of 433.58 feet;

THENCE South 15°01'05" East, crossing said 12.995 acre tract, a distance of 299.89 feet to a Capped Iron Rod set for corner;

THENCE North 74°58'55" East, continuing across said 12.995 acre tract, a distance of 436.48 feet to a Capped Iron Rod set for the eastern-most northeast corner of the herein described tract of land, and on the easterly line of said 12.995 acre tract, and on the westerly line of a called 13.105 acre tract of land described in the deed to Grayson County Industry for the Handicapped, recorded in Volume 1044, Page 249, said Deed Records, and from which a 1/2-inch iron rod found for the northeast corner of said 12.995 acre tract bears North 15°34'09" West, a distance of 305.01 feet;

THENCE South 15°34'09" East, with the easterly line of said 12.995 acre tract, and with the westerly line of said 13.105 acre tract, a distance of 759.12 feet to a 1/2-inch iron rod found for the southeast corner of said 12.995 acre tract, common to the southwest corner of said 13.105 acre tract;

THENCE South 74°42'41" West, with the southerly line of said 12.995 acre tract, a distance of 654.99 feet to the southwest corner of said 12.995 acre tract, common to the southeast corner of a called 2.185 acre tract of land described in the deed to Community Acquisitions and Development LLC, recorded in Instrument No. 2022-15317, said Official Records, and from which a found Bois D'Arc Post in a 48-inch tree bears North 15°50'08" West, a distance of 1.0 feet;

THENCE North 15°50'08" West, with a westerly line of said 12.995 acre tract, and with the easterly line of said 2.185 acre tract, a distance of 288.25 feet to a 1/2-inch iron rod found for the western-most northwest corner of said 12.995 acre tract, common to the northeast corner of said 2.185 acre tract;

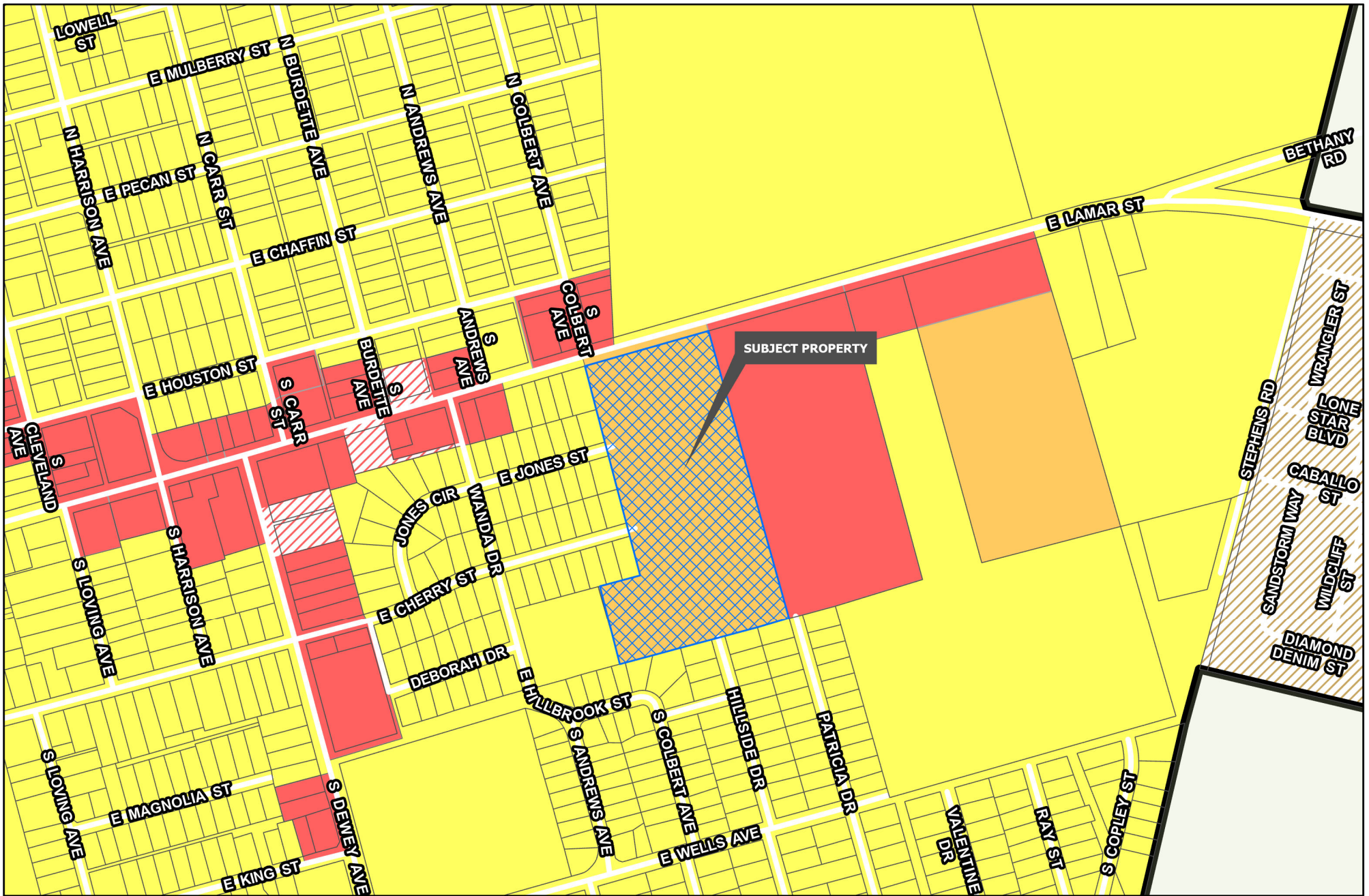
THENCE North 75°25'10" East, with a northerly line of said 12.995 acre tract, a distance of 165.31 feet to a 1/2-inch iron rod found for a re-entrant corner on the westerly line of said 12.995 acre tract;

THENCE North 15°01'05" West, with a westerly line of said 12.995 acre tract, passing on route at a distance of 624.52 feet a Capped Iron Rod previously set for the southeast corner of aforesaid 0.297 acre tract and continuing on said course with the easterly line of said 0.297 acre tract a total distance of 774.52 feet to the POINT OF BEGINNING and enclosing 9.975 acres (434,497 square feet) of land, more or less.

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 09/01/2022 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.

BOUNDARY SURVEY
9.975 ACRES
GEORGE B. PILANT SURVEY, ABSTRACT NO. 963
TBD East Lamar Street, Sherman
Grayson County, Texas

Preston Trail LAND SURVEYING		787 W FM 996 Pottsboro, TX 75076 www.prestontrailandsurveying.com 903-786-6029
18PELS Firm No. 10194175	Drawn by: LGT Checked by: CRN	Scale: 1"=60' Date: 05/11/2024
		Project No. 21-0512.3a Sheet No. 1 of 1

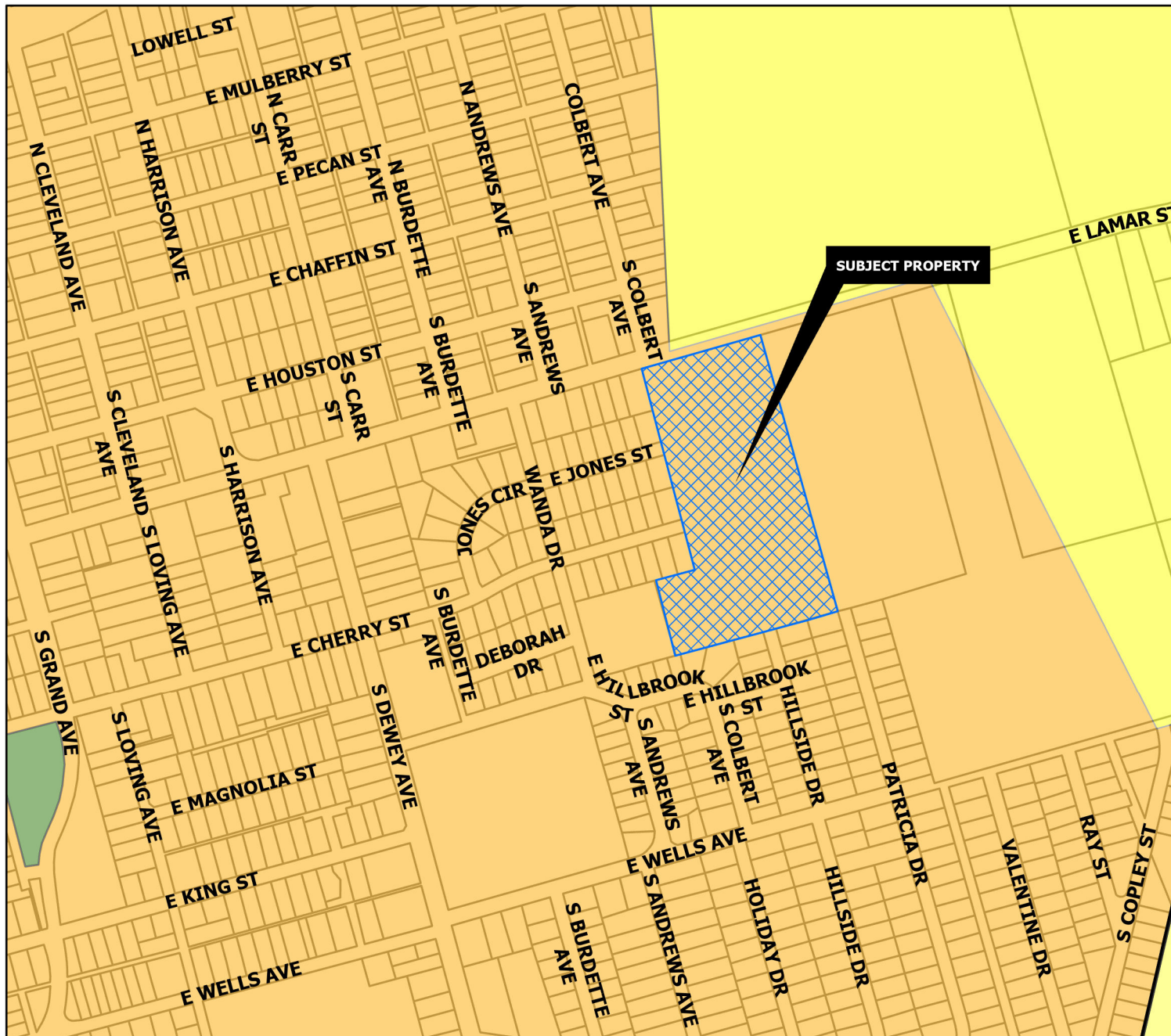


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
2100 E LAMAR ST





CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2100 E LAMAR ST





Narrative

Accompanying zoning application for the proposed

Sweetwater Village

The 12.995-acre Sweetwater Village site is located on the south side of Highway 56 (East Lamar Street) immediately across the street from Sherman Middle School, and approximately 1.9 miles east of Interstate 75. The site would have 3.02-acre commercial retail/restaurant reserve portion and a 9.975-acre duplex neighborhood. The proposed zoning changes would be from MF-30 to C-1 for the commercial portion and MF-30 to R-2F for the duplex section.

The commercial center is intended to provide retail space suitable for various businesses whose purpose is to provide most of the convenience goods and furnish certain personal services to satisfy the needs of the residents of the surrounding neighborhoods. The preliminary concept plan of Sweetwater Village retail center includes a single 26,400-square-foot, multi-tenant retail building, as shown on the accompanying exhibit. The plan provides for parking in excess of the minimum parking requirements. All other applicable city ordinances will be met or exceeded.

The duplex community would be a total of 36 duplexes situated on their own lots. The neighborhood of duplexes would have right-of-way connectivity to South Hillside Drive, East Cherry Street, East Jones Street and State Highway 56.

All TxDOT requirements will be met as to ingress and egress points to and from the site as convenience and safety were given high priority in the site design considerations. Prior to construction, all requirements for issuance of applicable building permits will be met.

OWNER: DUBLINO, L.L.C.
WYLERWOOD TOMES, LLC
301 BAYVIEW DRIVE
DALLAS, TEXAS 75201
CONTACT: TIM PKE
PH: 953-744-0351

ENGINEER:
CHRIS NOBLE, P.E.
701 N. HILLBROOK ST., STE. 100
ALLEN, TX 75013
CONTACT: CHRIS NOBLE, P.E.
PH: 214-304-7300

SURVEYOR:
CHRIS NOBLE, P.L.S. 6565
701 N. HILLBROOK ST., STE. 100
POTTSBORO, TX 75776
PH: 953-786-0029

PRELIMINARY PLAT
SWEETWATER GAP ADDITION
12.995 ACRES
GEORGE B. PILANT SURVEY, ABSTRACT NO. 963
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

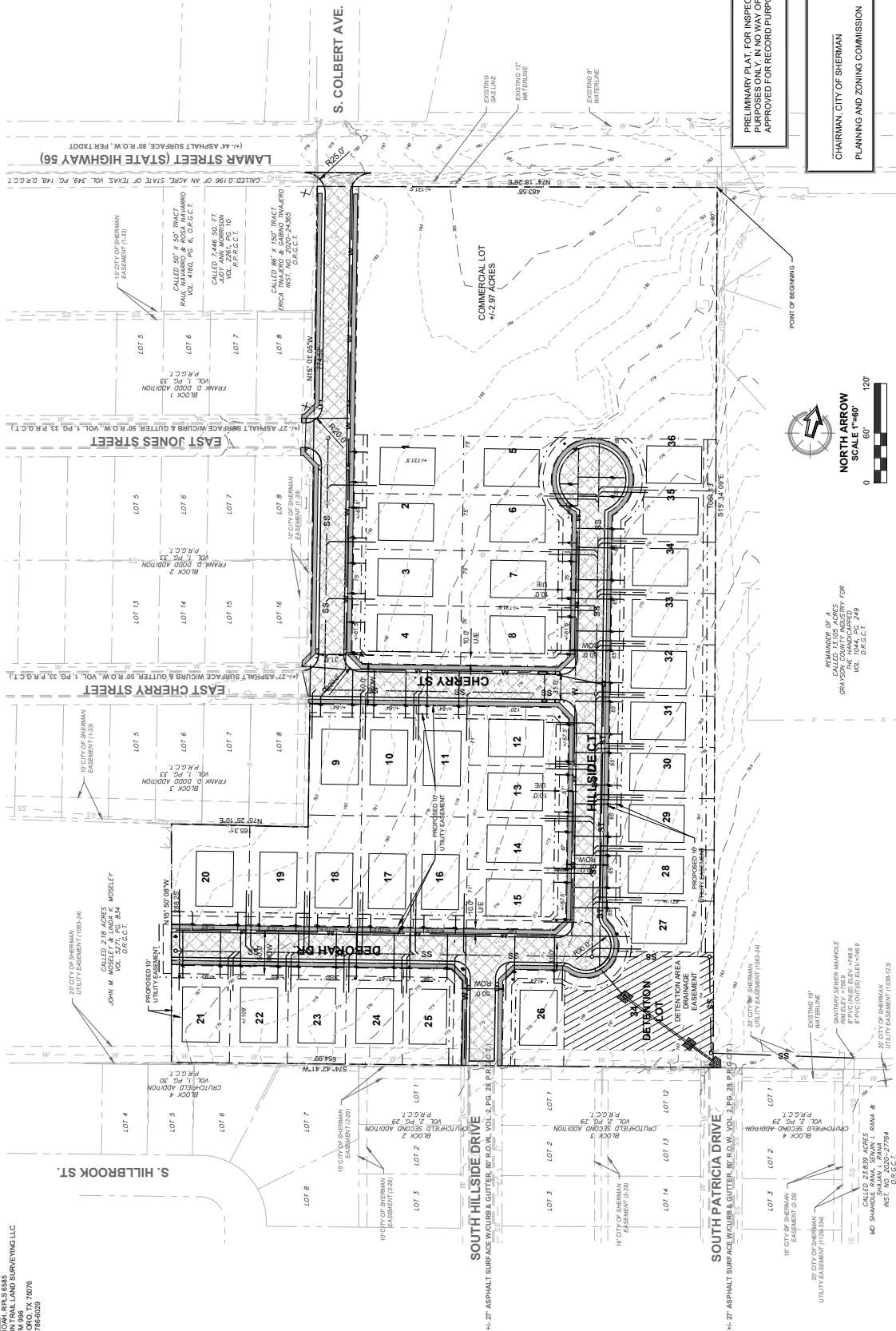


PRELIMINARY PLAT,
FOR INSPECTION
PURPOSES ONLY. IN NO WAY
OFFICIAL OR APPROVED FOR
RECORD PURPOSES.

REVISION HISTORY		NO.	DESCRIPTION	DATE
SUBMITTAL		1	PRELIMINARY PLAT	
DATE		01/24/2022	PROJECT NO.	210395
			DRAWN BY	ALB
			APPROVED BY	ALB
			SCALE:	AS SHOWN

SWEETWATER GAP ADDITION
SHERMAN, TEXAS

SHEET NAME
PRELIMINARY PLAT
SHEET
1 OF 1



PRELIMINARY PLAT FOR INSPECTION
PURPOSES ONLY. IN NO WAY OFFICIAL OR
APPROVED FOR RECORD PURPOSES.

CHAIRMAN, CITY OF SHERMAN
PLANNING AND ZONING COMMISSION
DATE



NORTH ARROW
SCALE 1"=60'
0 60' 120'

REMANDER OF A
GRAYSON COUNTY SURVEY FOR
ABSTRACT NO. 963, VOL. 1044, PG. 249
D.R.C.C.T.

PLAT DATE: 6/18/2024 9:38 AM



City Council Regular Meeting

Agenda Item No. D.7.

Meeting Date: 7/15/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6752

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6149 And 6495, And Granting A Specific Use Permit To Allow A High School (grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District Located At 2907 West Travis Street, Consisting of 94.760 acres situated in the Elizabeth Jones Survey, Abstract 625, City Of Sherman, Grayson County, Texas: Brannon Kidd (Owner), Teague Nall & Perkins, Inc (Surveyor/Representative); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Repealing Ordinances 6149 and 6495 and Consideration of a Specific Use Permit for 94.760 acres of land located at 2907 West Travis Street to Allow A High School (grades 9-12) in an R-6 (Single Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District

Background:

The property is located at 2907 West Travis Street at the corner of Interurban Parkway and West Travis Street. The owner is requesting a Specific Use Permit to allow a high school (grades 9-12) in an R-6 (Single Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District

The following has been approved for this location:

- 8/21/2018 - Specific Use Permit To allow a high school (grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.
- 5/17/2022 - Amendment to the Specific Use Permit and site plan approval to allow a high school (grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.

Origination:

Brannon Kidd (Owner)
Teague Nall & Perkins, Inc (Surveyor/Representative)

Financial Consideration:

None

Staff Recommendation:

At the June 18, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6752
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Exhibit C - Landscape and Tree preservation
5. Location Map
6. Zoning Map
7. Future Landuse Map
8. Property Notification Sign
9. Narrative
10. Elevations
11. Response Letter
12. Staff Review Letter

ORDINANCE NO. 6752

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6149 AND 6495, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HIGH SCHOOL (GRADES 9-12) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT/C-1 (RETAIL BUSINESS) DISTRICT/F.M. HIGHWAY 1417 OVERLAY DISTRICT LOCATED AT 2907 WEST TRAVIS STREET, CONSISTING OF 94.760 ACRES SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; BRANNON KIDD (OWNER), TEAGUE NALL & PERKINS, INC (SURVEYOR/REPRESENTATIVE); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2907 West Travis Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit allow a high school (grades 9-12), subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property as described as **Exhibit A – Final Plat, Exhibit B – Site Plan and Exhibit C – Landscape and Tree Preservation.**

SECTION 2. Repeal of Ordinance No. 6149 and Ordinance No. 6495. The City Council hereby repeals Ordinance No. 6149 and Ordinance No. 6495 of the Code of Ordinances in its entirety. The effective date of such repeal shall not occur until the effective date of this Ordinance,

at which time Ordinance No. 6149 and Ordinance No. 6495 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of any provision of Ordinance No. 6149 and Ordinance No. 6495 occurring before the effective date of this Ordinance.

SECTION 3. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. Impact fees will be required at the time of building permit application. (*Chapter 13, Article. 13.11*)
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

12. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
13. The property shall be developed and used in accordance with the Landscape Plan shown in **Exhibit C**.

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

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

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

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

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

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 15th day of July 2024.

ADOPTED on this the 15th day of July 2024.

EFFECTIVE DATE on this the 15th day of July 2024.

CITY OF SHERMAN, TEXAS

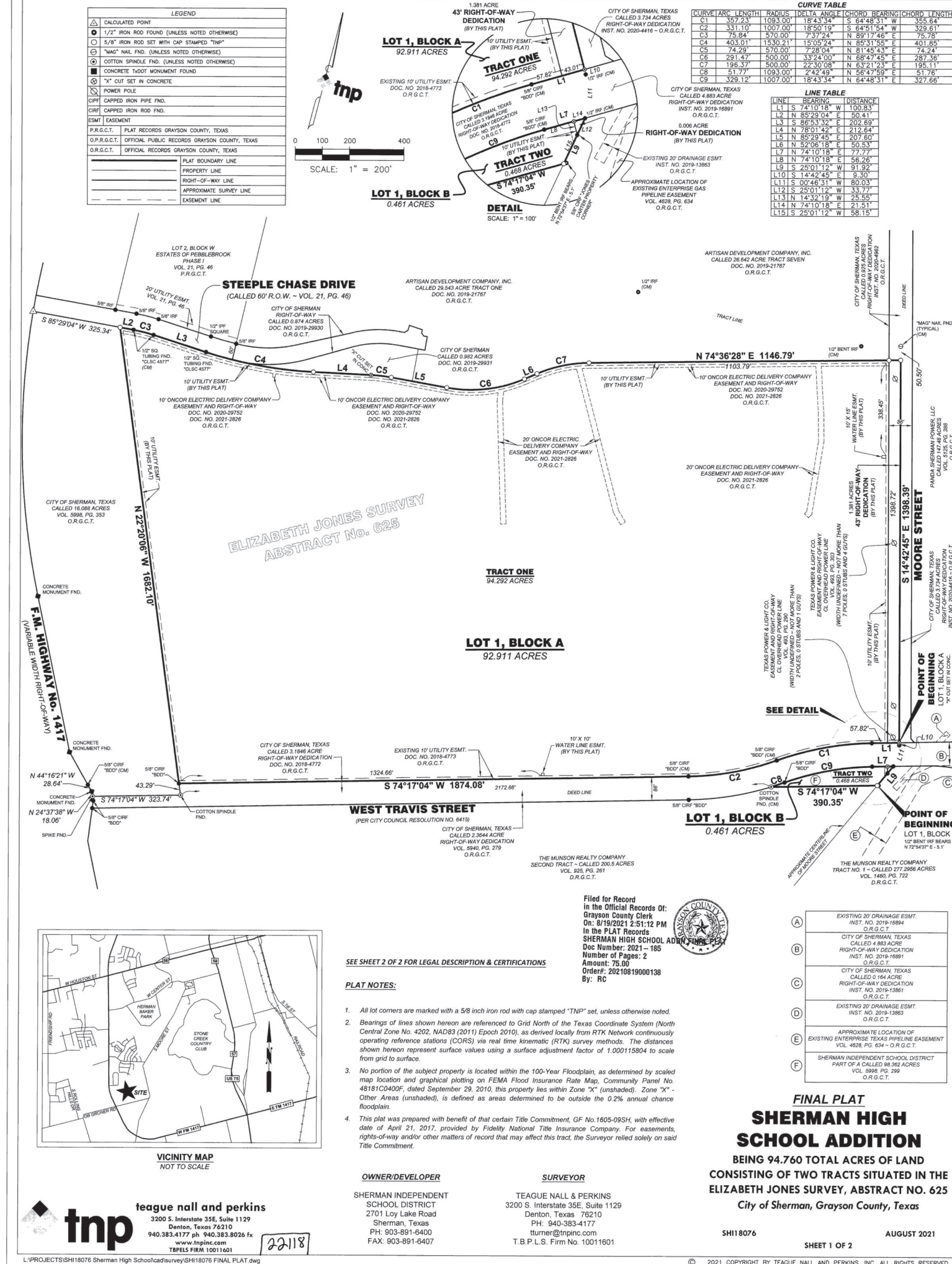
BY: _____
DAVID PLYLER, MAYOR

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



OWNERS CERTIFICATE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS SHERMAN INDEPENDENT SCHOOL DISTRICT is the owner of a 94.292 acre tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, and being part of a called 98.362 acre tract of land described in a General Warranty Deed to Sherman Independent School District, as recorded in Volume 5998, Page 299 of the Official Records of Grayson County, Texas, and being more particularly described as follows:

TRACT ONE

BEGINNING at an "X" cut in concrete set for corner in Moore Street, said point being in the East line of the above cited 98.362 acre tract, at the common corner between a called 3.1846 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Document No. 2018-4772 of the Official Records of Grayson County, Texas, a called 4.883 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Document No. 2019-18891 of the Official Records of Grayson County, Texas, and a called 3.734 acre tract of land described in a Special Warranty Deed to the City of Sherman, Texas, as recorded in Document No. 2020-4416 of the Official Records of Grayson County, Texas, from which a 1/2 inch iron rod found at an angle point in the East line of said 3.1846 acre tract and the West line of said 4.883 acre tract bears South 14°42'45" East a distance of 9.30 feet;

THENCE South 74°10'18" West departing the East line of said 98.362 acre tract and along the North line of said 3.1846 acre tract, for a distance of 100.83 feet to a 5/8 inch iron rod with cap stamped "BDD" found for corner at the beginning of a curve to the left;

THENCE in a Southwesterly direction, along the North line of said 3.1846 acre tract, and along said curve to the left having a central angle of 18°43'34", a radius of 1093.00 feet, a chord bearing of South 64°49'31" West, a chord distance of 329.61 feet and an arc length of 357.23 feet to a 5/8 inch iron rod with cap stamped "BDD" found for corner at the beginning of a reverse curve to the right;

THENCE in a Southwesterly direction, along the North line of said 3.1846 acre tract, and along said reverse curve to the right having a central angle of 18°50'19", a radius of 1007.00 feet, a chord bearing of South 64°51'54" West, a chord distance of 329.61 feet and an arc length of 357.23 feet to a 5/8 inch iron rod with cap stamped "BDD" found for corner at the end of said curve;

THENCE South 74°17'04" West along the North line of said 3.1846 acre tract, for a distance of 1874.08 feet to a 5/8 inch iron rod with cap stamped "BDD" found for the Northwest corner of said 3.1846 acre tract, said point also being in the West line of said 98.362 acre tract and the East line of a called 16.088 acre tract of land described in a General Warranty Deed to the City of Sherman, Texas, as recorded in Volume 5998, Page 353 of the Official Records of Grayson County, Texas, from which a cotton spindle found for the Southwest corner of said 3.1846 acre tract, the Southwest corner of said 98.362 acre tract and the Southeast corner of said 16.088 acre tract bears South 22°20'06" East a distance of 43.29 feet;

THENCE North 22°20'06" West along the West line of said 98.362 acre tract and the East line of said 16.088 acre tract, for a distance of 1682.10 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the Northwest corner of said 98.362 acre tract, said point being in the South line of Steeple Chase Drive, a called 60' wide right-of-way per the Final Plat of Estates of Pebblebrook, Phase I, as recorded in Volume 21, Page 46 of the Plat Records of Grayson County, Texas;

THENCE North 85°29'04" East along the North line of said 98.362 acre tract and the South line of said Steeple Chase Drive, for a distance of 50.41 feet to a 1/2 inch steel square tubing with cap stamped "CLSC 4577" found for corner at the beginning of a curve to the right;

THENCE in an Easterly direction, continuing along the North line of said 98.362 acre tract and the South line of said Steeple Chase Drive, and along said curve to the right having a central angle of 07°37'24", a radius of 570.00 feet, a chord bearing of North 89°17'46" East, a chord distance of 75.78 feet and an arc length of 75.84 feet to a 1/2 inch steel square tubing with cap stamped "CLSC 4577" found for corner at the end of said curve;

THENCE South 86°53'32" East continuing along the North line of said 98.362 acre tract and the South line of said Steeple Chase Drive, for a distance of 202.69 feet to a 1/2 inch steel square tubing with cap stamped "CLSC 4577" found for corner at the beginning of a non-tangent curve to the left;

THENCE in a Northeasterly direction, continuing along the North line of said 98.362 acre tract, the South line of said Steeple Chase Drive, and the South line of a called 0.925 acre tract of land described in a Deed to the City of Sherman, Texas, as recorded in Document No. 2019-29831 of the Official Records of Grayson County, Texas, and along said non-tangent curve to the left having a central angle of 15°05'24", a radius of 1530.21 feet, a chord bearing of North 85°31'55" East, a chord distance of 401.85 feet and an arc length of 403.01 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the end of said curve;

THENCE North 78°01'42" East continuing along the North line of said 98.362 acre tract and the South line of said 0.982 acre tract, for a distance of 212.64 feet to an "X" cut in concrete set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction, continuing along the North line of said 98.362 acre tract and the South line of said 0.982 acre tract, and along said curve to the right having a central angle of 07°28'04", a radius of 570.00 feet, a chord bearing of North 81°45'43" East, a chord distance of 74.24 feet and an arc length of 74.29 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the end of said curve;

THENCE North 85°29'45" East continuing along the North line of said 98.362 acre tract and along the South line of said 0.982 acre tract part way, for a distance of 207.60 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction, continuing along the North line of said 98.362 acre tract, and along said curve to the left having a central angle of 33°24'00", a radius of 500.00 feet, a chord bearing of North 86°47'45" East, a chord distance of 287.36 feet and an arc length of 291.47 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the end of said curve;

THENCE North 52°06'18" East continuing along the North line of said 98.362 acre tract, for a distance of 50.53 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction, continuing along the North line of said 98.362 acre tract, and along said curve to the right having a central angle of 22°30'08", a radius of 500.00 feet, a chord bearing of North 63°21'23" East, a chord distance of 195.11 feet and an arc length of 196.37 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the end of said curve;

THENCE North 74°38'28" East continuing along the North line of said 98.362 acre tract, passing a 5/8 inch iron rod with cap stamped "TNP" set for the Southwest corner of a called 0.925 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Document No. 2020-4962 of the Official Records of Grayson County, Texas, at a distance of 1103.79 feet, and continuing along the North line of said 98.362 acre tract and the South line of said 0.925 acre tract for a total distance of 1146.79 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the Northeast corner of said 98.362 acre tract and the Southeast corner of said 0.925 acre tract, said point being within Moore Street and lying in the West line of said 3.734 acre tract, from which a Mag Nail found for an angle point in the East line of said 0.925 acre tract bears North 14°42'45" West a distance of 50.50 feet;

THENCE South 14°42'45" East along said Moore Street, and along the East line of said 98.362 acre tract and the West line of said 3.734 acre tract, for a distance of 1398.39 feet to the POINT OF BEGINNING, and containing 94.292 acres of land, more or less.

TRACT TWO

WHEREAS SHERMAN INDEPENDENT SCHOOL DISTRICT is the owner of a 0.468 acre tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, and being part of a called 98.362 acre tract of land described in a General Warranty Deed to Sherman Independent School District, as recorded in Volume 5998, Page 299 of the Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" set for corner in the approximate centerline of Moore Street, said point being in the South line of the above cited 98.362 acre tract of a called 200.5 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Volume 5940, Page 279 of the Official Records of Grayson County, Texas, said point also being in the Southerly line of said 3.1846 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Document No. 2018-4772 of the Official Records of Grayson County, Texas;

THENCE South 74°17'04" West along the South line of said 98.362 acre tract and the North line of said 200.5 acre tract, for a distance of 390.35 feet to a cotton spindle found for the most Easterly corner of a called 2.3644 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Volume 5940, Page 279 of the Official Records of Grayson County, Texas, said point also being in the Southerly line of said 3.1846 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Document No. 2018-4772 of the Official Records of Grayson County, Texas;

THENCE in a Northeasterly direction, along the Southerly line of said 3.1846 acre tract, and along a non-tangent curve to the left having a central angle of 02°42'49", a radius of 1093.00 feet, a chord bearing of North 56°47'59" East, a chord distance of 51.76 feet and an arc length of 51.77 feet to a 5/8 inch iron rod with cap stamped "BDD" found for corner at the beginning of a reverse curve to the right;

THENCE in a Northeasterly direction, continuing along the Southerly line of said 3.1846 acre tract, and along said reverse curve to the right having a central angle of 18°43'34", a radius of 1007.00 feet, a chord bearing of North 64°48'31" East, a chord distance of 327.66 feet and an arc length of 329.12 feet to a 5/8 inch iron rod with cap stamped "BDD" found for corner at the end of said curve;

THENCE North 74°10'18" East continuing along the Southerly line of said 3.1846 acre tract, for a distance of 77.77 feet to a 1/2 inch iron rod found for the most Easterly Southeast corner of said 3.1846 acre tract and the Northwest corner of a called 277.2956 acre tract of land described as Tract No. 1 in a Deed to The Munson Realty Company, as recorded in Volume 1460, Page 722 of the Deed Records of Grayson County, Texas, from which a 1/2 inch iron rod found at an angle point in the East line of said 3.1846 acre tract bears North 00°46'31" East a distance of 80.03 feet;

THENCE South 25°01'12" West along the West line of said 277.2956 acre tract, for a distance of 91.92 feet to the POINT OF BEGINNING, and containing 0.468 acres of land, more or less.

SEE SHEET 1 OF 2 FOR PLAT DRAWING

OWNER/DEVELOPER

SHERMAN INDEPENDENT SCHOOL DISTRICT
2701 Loy Lake Road
Sherman, Texas
PH: 903-891-6400
FAX: 903-891-6400

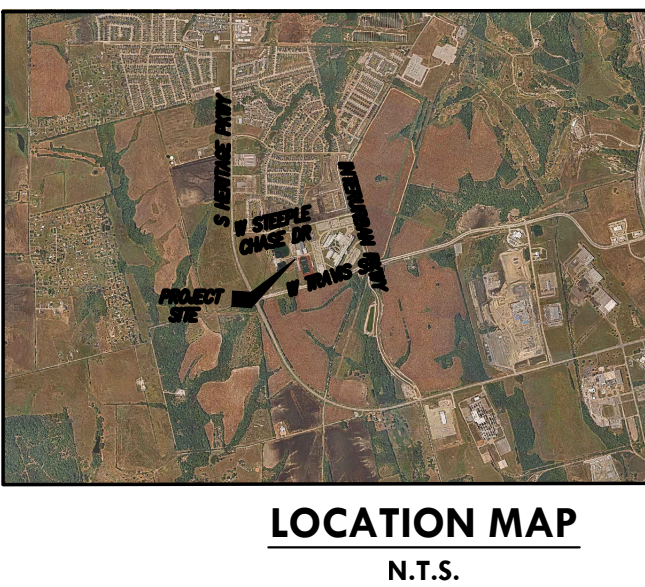
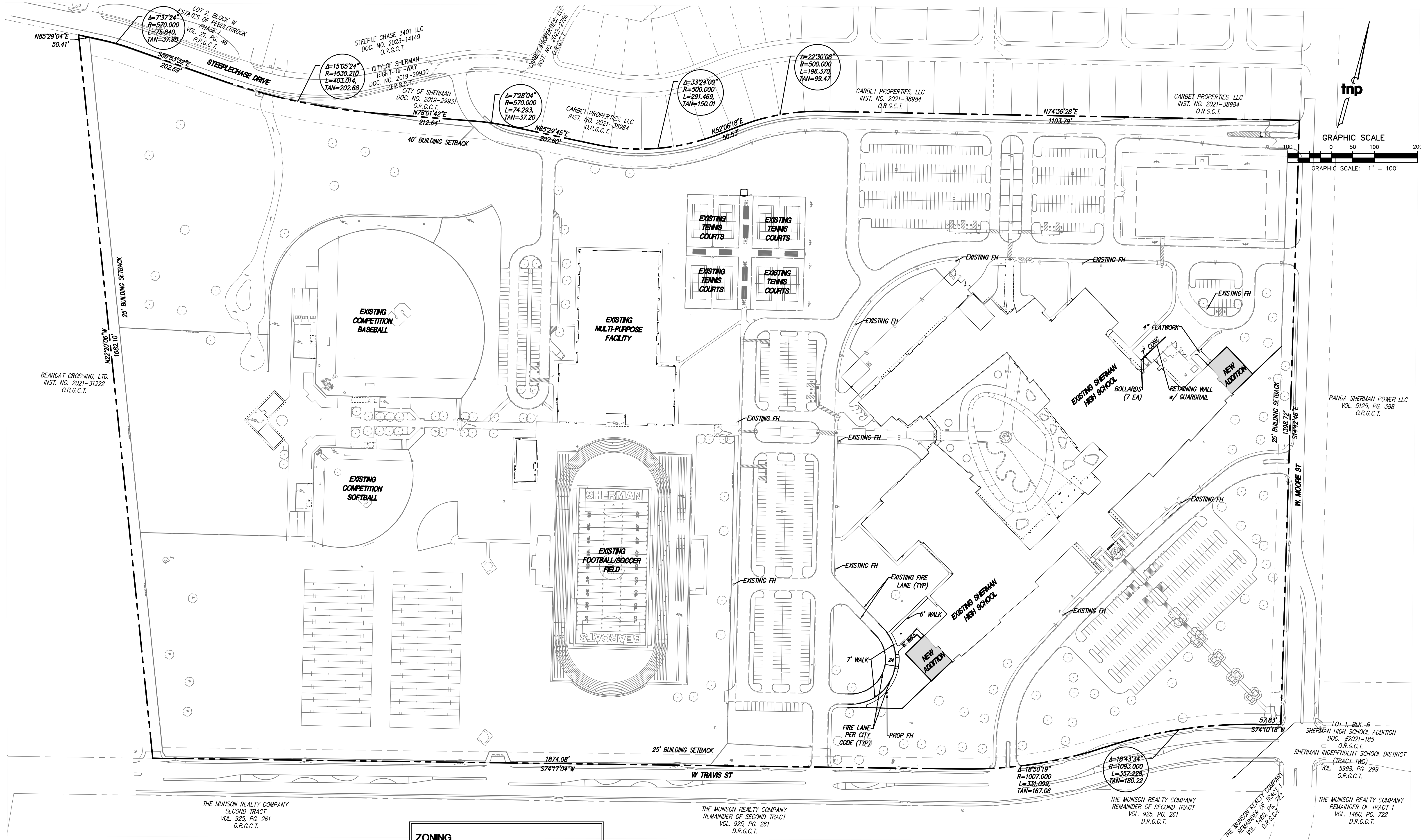
SURVEYOR

TEAGUE NALL & PERKINS
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
PH: 940-383-4177
FAX: 903-891-6400
T.B.P.L.S. Firm No. 10011601

SHI18076

AUGUST 2021

SHEET 2 OF 2



teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

ZONING

THE SCHOOL PROPERTY IS ZONED R-6 - SINGLE FAMILY RESIDENTIAL, C-1 - RETAIL BUSINESS, AND 1417 OVERLAY DISTRICT

SIGNS/FENCES

ALL SIGNS/FENCES SHALL BE PERMITTED SEPARATELY & SHALL ADHERE TO THE ORDINANCE.

BUILDING DATA

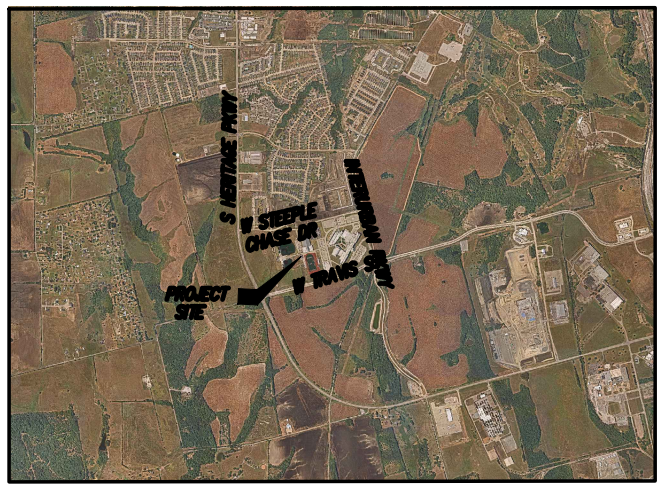
NEW ADDITION BUILDING SQUARE FOOTAGE	32,868 SF
TOTAL BUILDING SQUARE FOOTAGE	458,320 SF
GROSS PROPERTY SQUARE FOOTAGE	4,047,229 SF
BUILDING MAX HEIGHT	54 FT

PARKING DATA

HIGH SCHOOL	
PARKING SPACES: 8 SPACES PER CLASSROOM	
110 CLASSROOMS X 8	= 880 SPACES
EXISTING HIGH SCHOOL PARKING	= 883 SPACES

SPECIFIC USE PERMIT
SITE PLAN
SHERMAN HIGH SCHOOL ADDITIONS
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
MARCH 2024

Drawing: I:\Projects\W22544\Eng-C3D\Docs\Site Plan Submittal Docs\Sherman HS Additions Landscape Plan - Phase 1.dwg at May 08, 2024-9:53am by Rprodran
Layout: L1.01 Xrefs: X3D-BASE PHASE NORTH.dwg - X3D-BASE PHASE L.dwg - XREF-BLDG PHASE L.dwg - LS-BASE.dwg

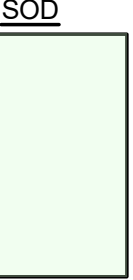


LOCATION MAP
N.T.S.

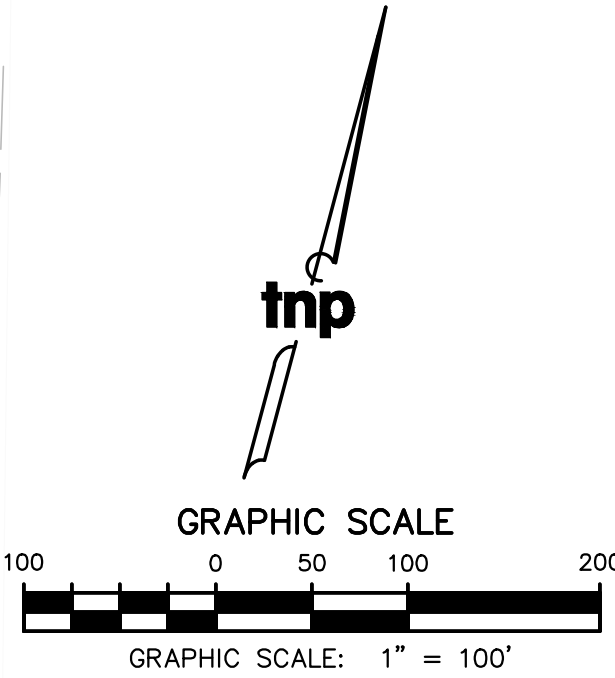
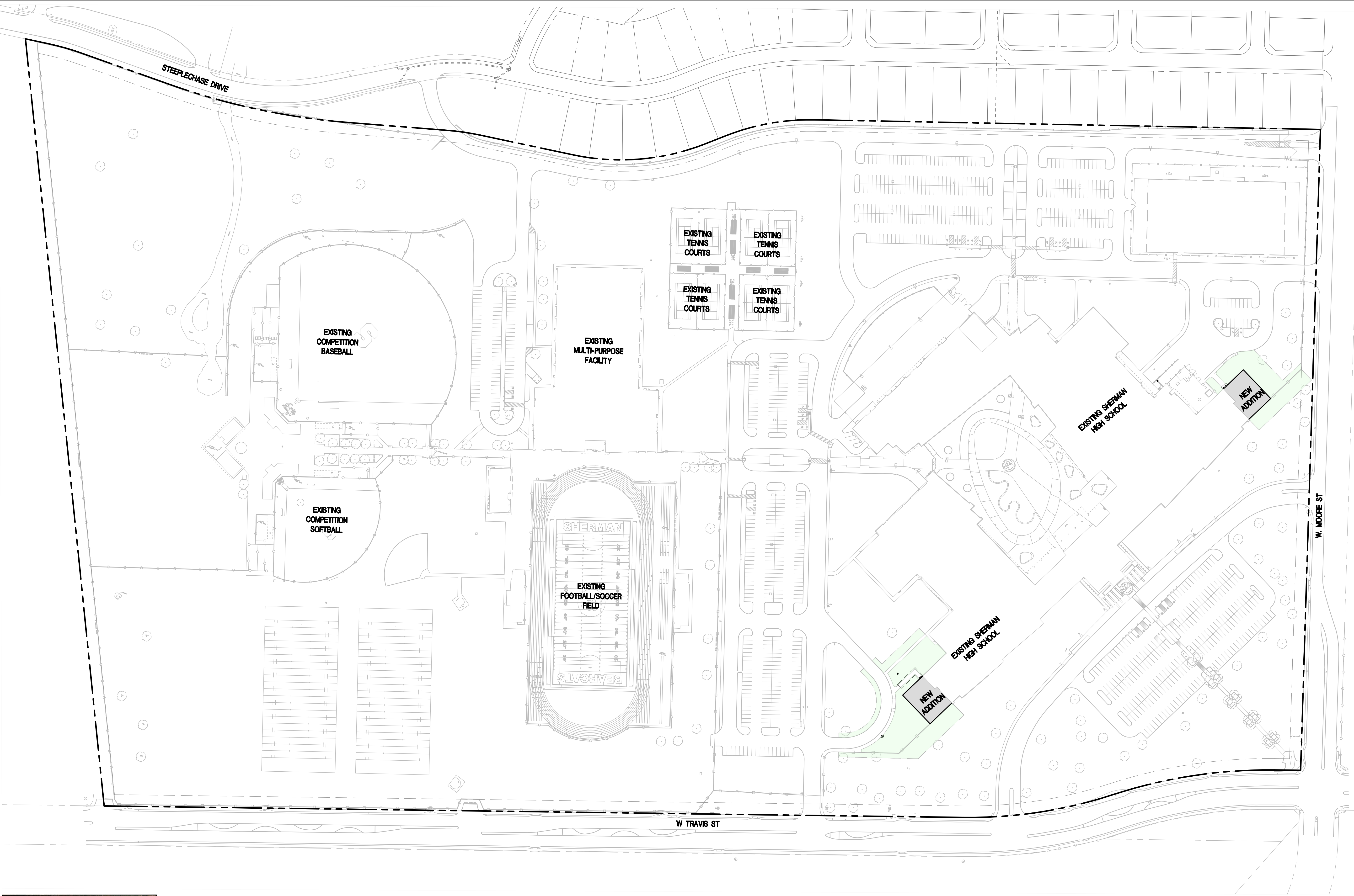


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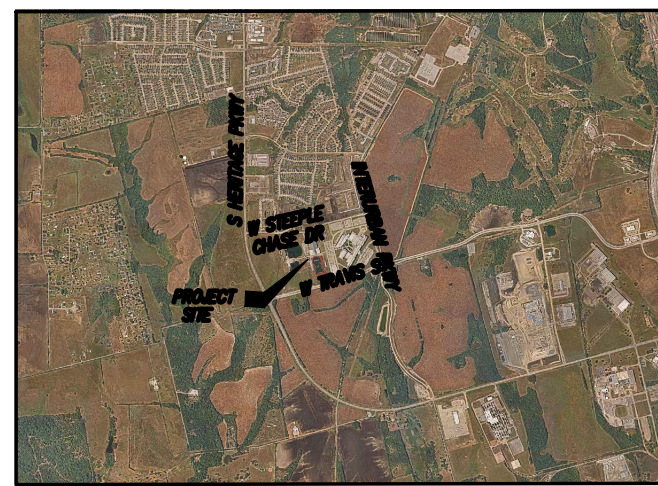
PLANT SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	QTY	SIZE	HEIGHT	SPREAD	SPACING	REMARKS
	SOD	Cynodon Dactylon 'TIF 419'	39,232 sf	Solid Sod / Roll	n/a	n/a	n/a	REF PLANTING NOTES AND SPECIFICATIONS. ADD SF FOR SLOPES, CUT, AND WASTE. FOR SLOPES GREATER THAN 4:1 CONTRACTOR TO PIN SOD WITH PINS AT 18" O.C. FOR EACH PAD.

SPECIFIC USE PERMIT
LANDSCAPE PLAN
SHERMAN HIGH SCHOOL ADDITIONS
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
MAY 2024



Drawing: T:\Projects\1623544\Eng-C30\Does\Site Plan Submittal Does\Sherman HS Additions Tree Survey - Phase 1.dwg at May 08, 2024-10:18am by Rporadon
Layout: T1.01 Xrefs: X3D-WSS PHASE 1.dwg - X3D-BASE PHASE 1.dwg - X3D-SD PHASE 1.dwg - REF-BLDG PHASE 1.dwg



LOCATION MAP
N.T.S.



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TREE SURVEY LEGEND

TREE TO BE PRESERVED

TREE TO BE REMOVED



GRAPHIC SCALE
100 0 50 100 200
GRAPHIC SCALE: 1" = 100'

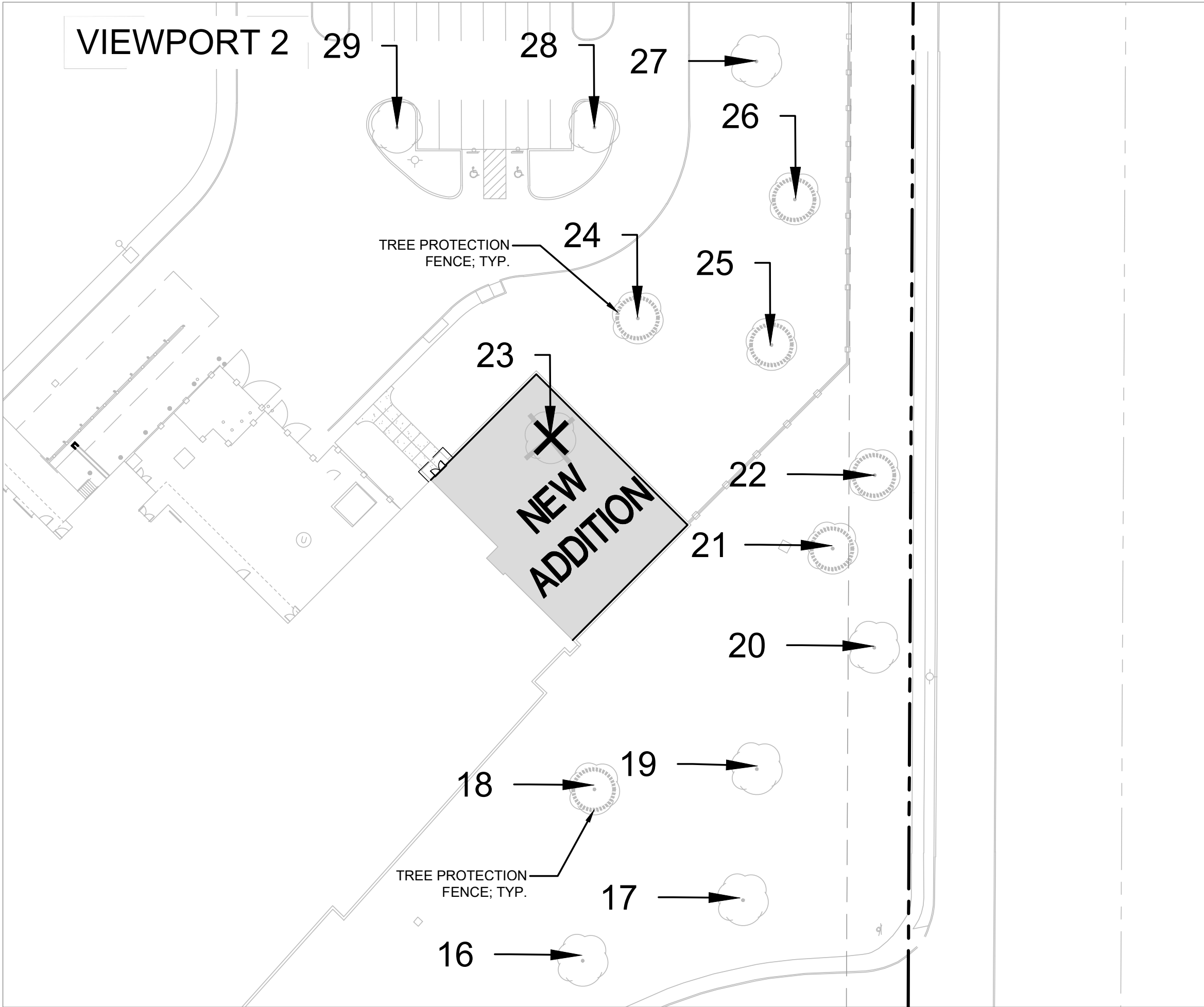
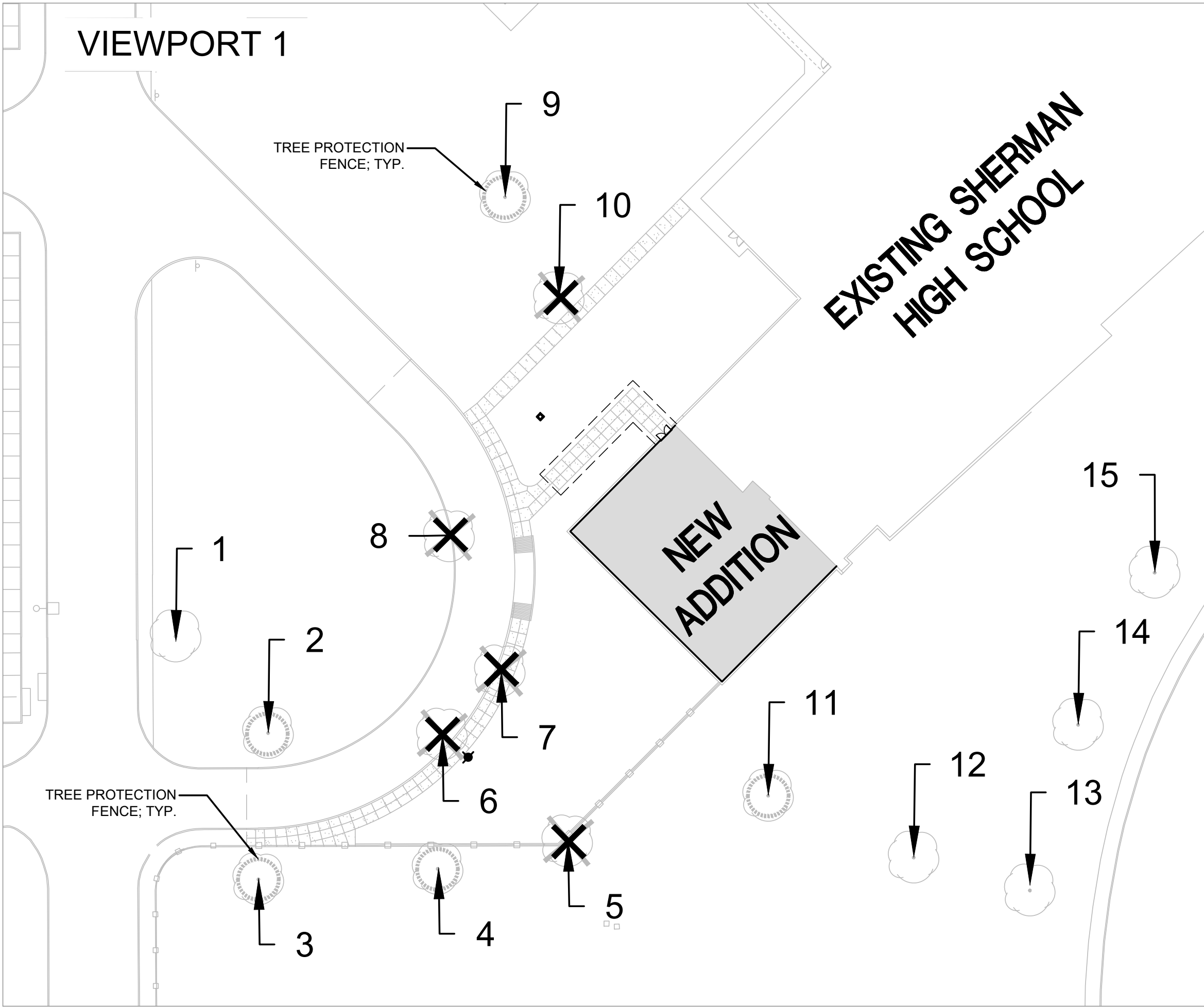
**SPECIFIC USE PERMIT
TREE PRESERVATION PLAN
SHERMAN HIGH SCHOOL ADDITIONS**
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
MAY 2024

	Tree Type	Tree Diameter (inches)	Replacement Percentage	Status	Tree Classification	Mitigation Inches	Positive Credits
VIEWPORT 1							
1	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
2	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
3	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
4	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
5	CHINQUAPIN OAK	3	0%	Remove	Non-Protected	0	0
6	CHINQUAPIN OAK	3	0%	Remove	Non-Protected	0	0
7	CHINQUAPIN OAK	3	0%	Remove	Non-Protected	0	0
8	CHINQUAPIN OAK	3	0%	Remove	Non-Protected	0	0
9	LACEY OAK	3	0%	Preserve	Non-Protected	0	0
10	LACEY OAK	3	0%	Remove	Non-Protected	0	0
11	LIVE OAK	3	0%	Preserve	Non-Protected	0	0
12	BUR OAK	3	0%	Preserve	Non-Protected	0	0
13	CHINQUAPIN OAK	6	0%	Preserve	Non-Protected	0	0
14	CHINQUAPIN OAK	6	0%	Preserve	Non-Protected	0	0
15	CHINQUAPIN OAK	6	0%	Preserve	Non-Protected	0	0
VIEWPORT 2							
16	CHINQUAPIN OAK	6	0%	Preserve	Non-Protected	0	0
17	CHINQUAPIN OAK	6	0%	Preserve	Non-Protected	0	0
18	LIVE OAK	3	0%	Preserve	Non-Protected	0	0
19	LIVE OAK	3	0%	Preserve	Non-Protected	0	0
20	LACEY OAK	3	0%	Preserve	Non-Protected	0	0
21	LACEY OAK	3	0%	Preserve	Non-Protected	0	0
22	BUR OAK	3	0%	Preserve	Non-Protected	0	0
23	BUR OAK	3	0%	Remove	Non-Protected	0	0
24	BUR OAK	3	0%	Preserve	Non-Protected	0	0
25	LIVE OAK	3	0%	Preserve	Non-Protected	0	0
26	BUR OAK	3	0%	Preserve	Non-Protected	0	0
27	BUR OAK	3	0%	Preserve	Non-Protected	0	0
28	CEDAR ELM	3	0%	Preserve	Non-Protected	0	0
29	CEDAR ELM	3	0%	Preserve	Non-Protected	0	0
					Total Inches to be Removed	0	
					Total Credits		0
					Total Inches to be Mitigated	0	
					Total Inches to be Provided	0	
					Number of Inches Remaining	0	

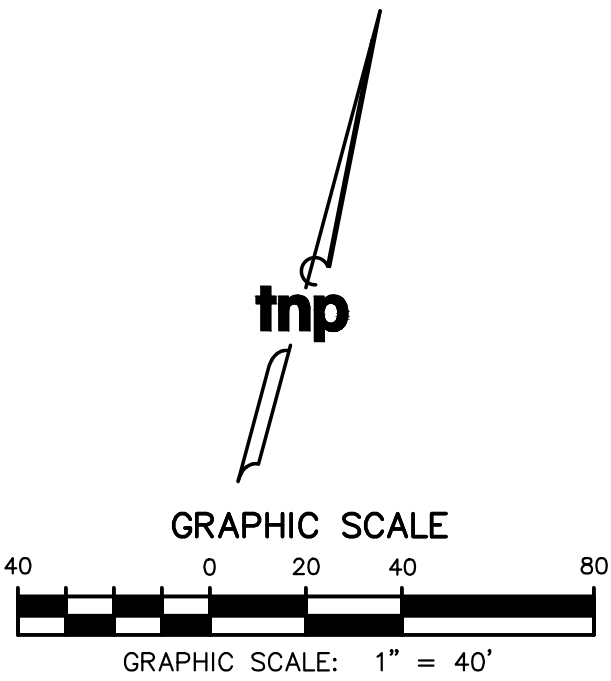
City of Sherman	
Key	
12" - 23"	50%
24" - 35"	100%
36" or above	300%

Table 10.2	
Caliper Inches	Mitigation ratio
12" - 23"	Replace 1 caliper inch for every 2 caliper inches removed
24" - 35"	Replace 1 caliper inch for every 1 caliper inch removed
36" and above	Replace 3 caliper inches for every 1 caliper inch removed

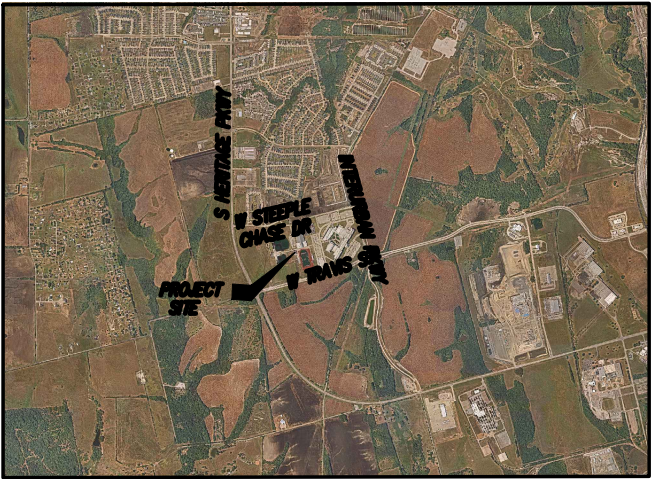
Table 10.3	
Preserved Tree Size (in caliper inches)	Credits toward replacement tree requirement
8" - 35"	1 caliper inch for every 1 caliper inch preserved
36" and above	36 caliper inches



TREE SURVEY LEGEND	
	TREE TO BE PRESERVED
	TREE TO BE REMOVED



LANDSCAPE ARCHITECT STATEMENT:
I, JOE L. MADRID, BEING A REGISTERED LANDSCAPE ARCHITECT OR ARBORIST ATTEST THAT THE IDENTIFICATION AND SIZE OF TREES IDENTIFIED ON THIS SURVEY ARE CORRECT AND THAT ALL PROTECTED TREES HAVE BEEN SHOWN.
SIGNATURE: *Joe L. Madrid* DATE: 05/08/2024

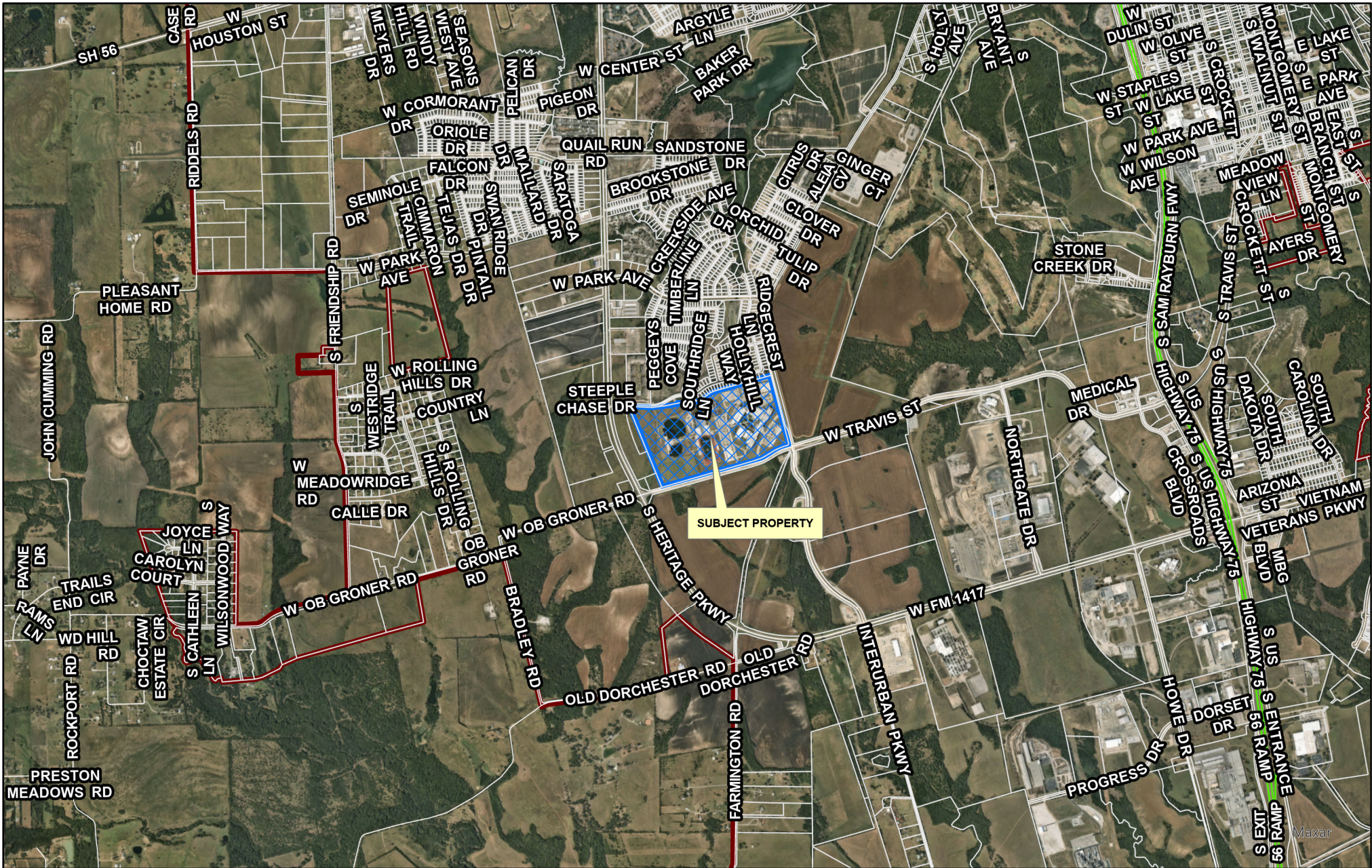


LOCATION MAP
N.T.S.



teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpsc.com

SPECIFIC USE PERMIT
TREE PRESERVATION PLAN
SHERMAN HIGH SCHOOL ADDITIONS
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
MAY 2024



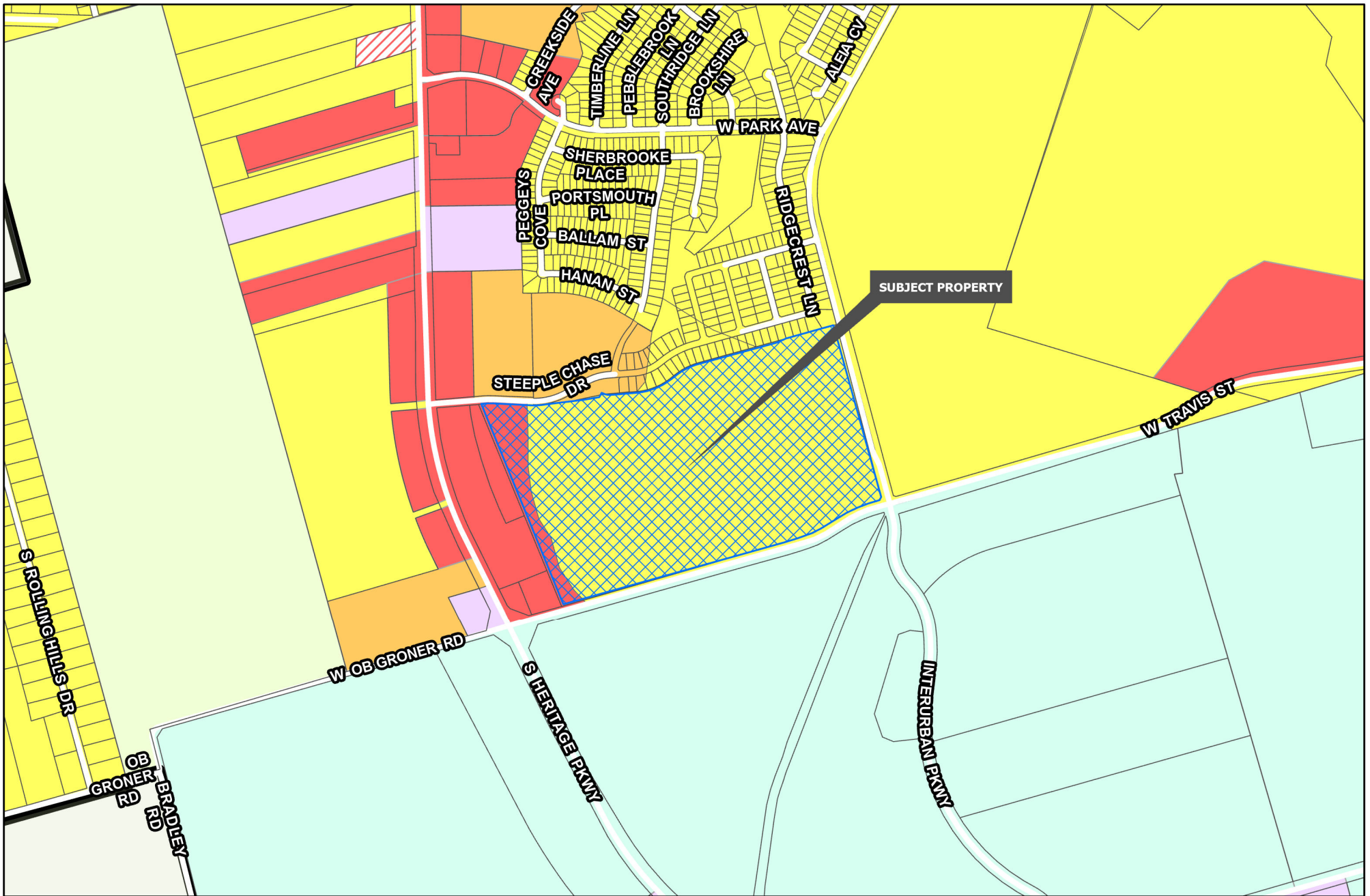
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2907 W TRAVIS ST



Date: 6/10/2024 10:09 AM

Page 106 of 374



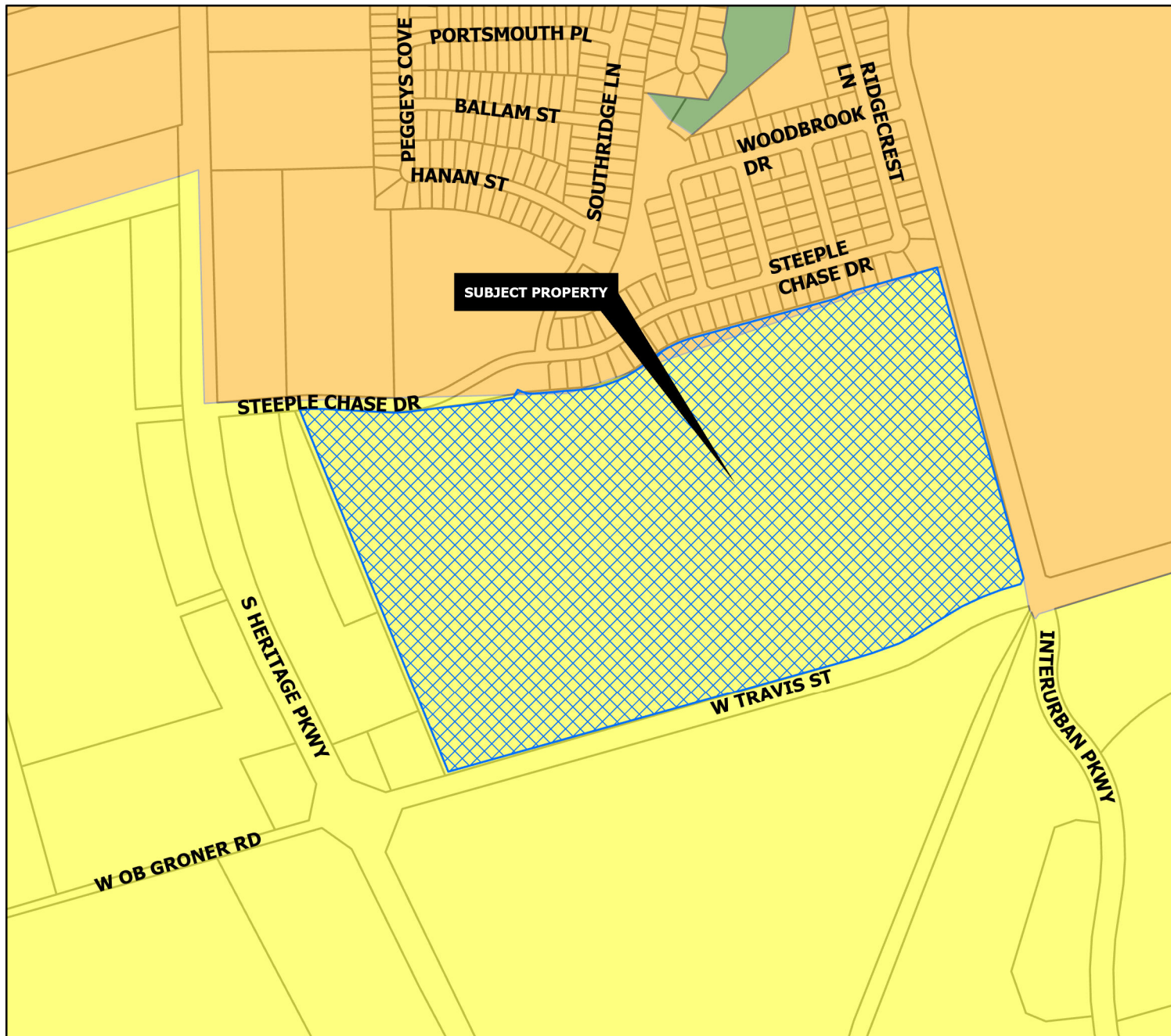
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
2907 W TRAVIS ST





SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

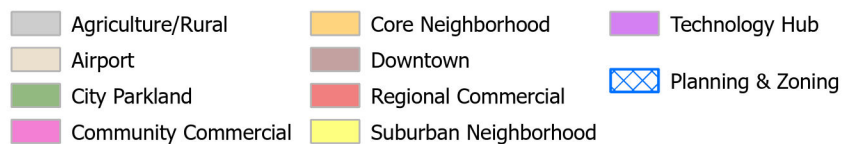
- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.



Development Services
Department



CITY OF SHERMAN
FUTURE LAND USE MAP
2907 W TRAVIS ST







Sherman
CLASSIC TOWN DEVELOPMENT

**NOTICE OF
SPECIFIC USE
PERMIT REQUEST**

PROJECT #: 24-002152

Planning & Zoning Map: 24-002152
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229

Project Narrative

To: City Of Sherman

From: Teague Nall and Perkins, Inc.

Date: May 8, 2024

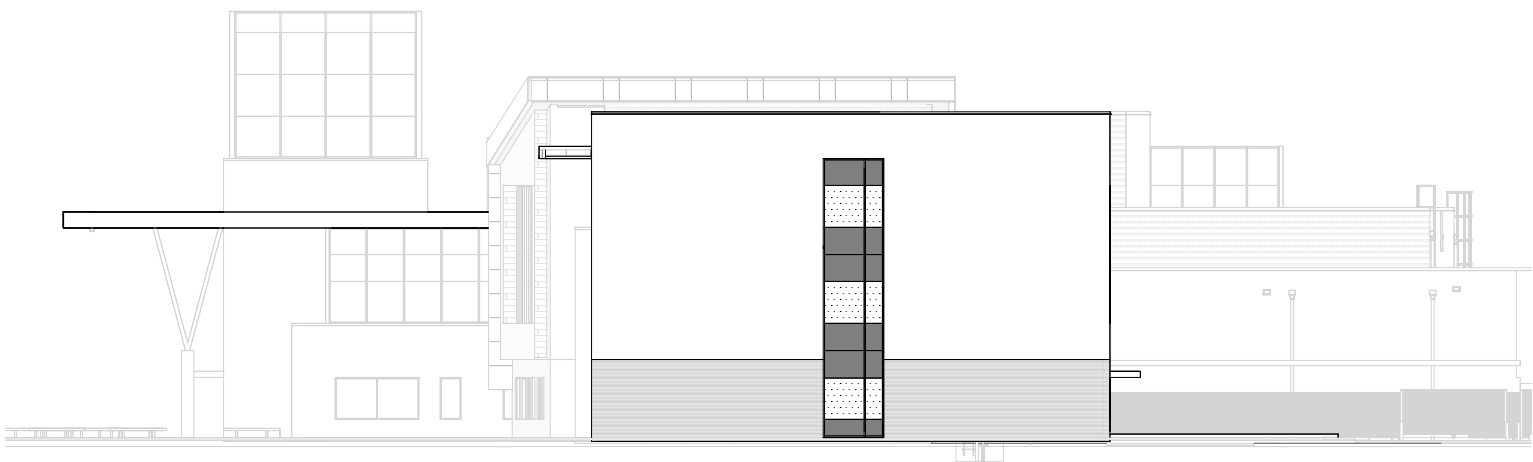
RE: Specific Use Permit; Sherman High School Additions

Design Narrative: Sherman High School Addition

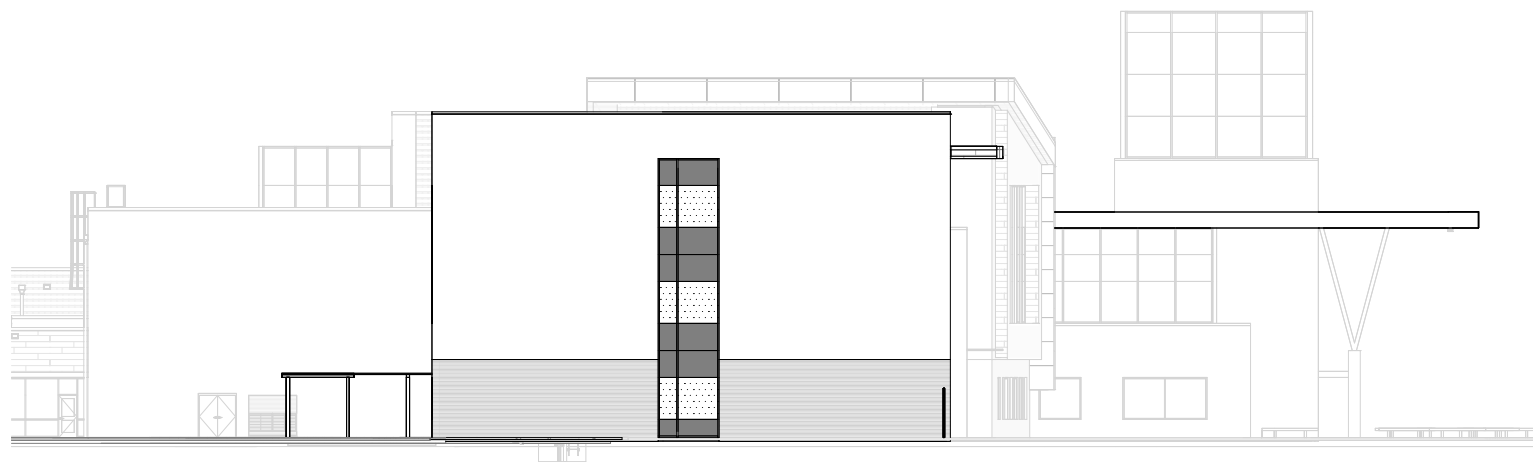
The Project is the addition of two classroom wings to the existing Sherman High School located at 2907 W. Travis St.

The project will consist of constructing two expansions to the classroom wings at Sherman High School on the east and west side of the building. On the west side of the building, a 24' loop drive will be reconstructed due to the impact of the classroom wing and sidewalks will be added. On the east side of the building sidewalk will be added to connect with the existing sidewalk. In addition, Sherman ISD will be modifying a portion of the existing truck loading dock.

Primary materials on the exterior of the building will be brick veneer and glass.



1 BUILDING OVERALL ELEVATION - EAST
SCALE: 1/32" = 1'-0"



2 BUILDING OVERALL ELEVATION - WEST
SCALE: 1/32" = 1'-0"

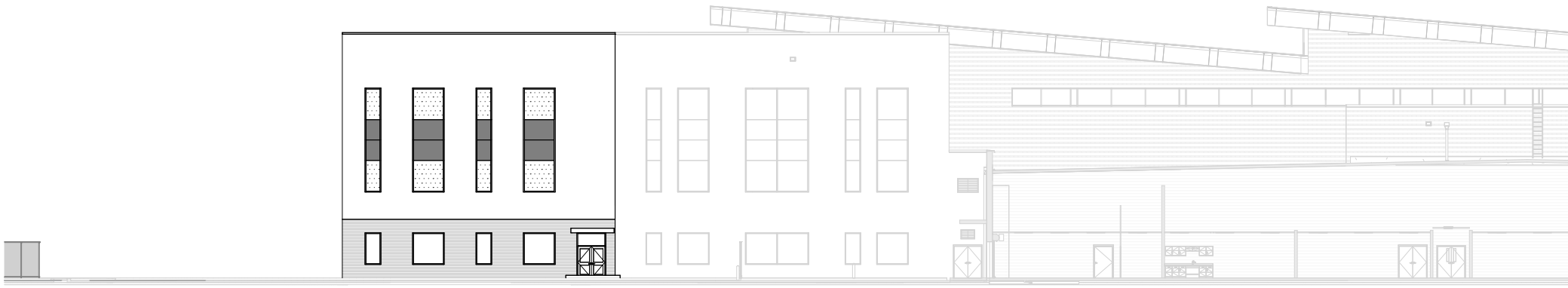
- EXTERIOR ELEVATION NOTES**
1. Refer to Sheet A2.22 and A3.11 for Typical Control Joint and Building Expansion Joint Details.
 2. Based on the applicable design criteria, submit the proposed pattern of control joints in masonry veneer, CMU and stucco/cement plaster to the Architect for review and approval prior to construction.
 3. Verify mounting heights of all Electrical and Mechanical items on the exterior of the building prior to construction, whether specifically indicated on the Exterior Elevations or not.
 4. Install cast stone in accordance with the recommendations of the Cast Stone Institute, unless specifically noted or detailed otherwise.
 5. Refer to Sheet A3.11 for Loose Lintel Details. Refer to Structural Drawings for maximum span and bearing requirements.
 6. Terminate recessed and projected masonry veneer courses at 4" from intersecting window frames, door frames, sloping roofs, etc., unless noted otherwise.
 7. Provide solid bricks for soldier courses at exterior corners (do not miter).

EXT. ELEV. LEGEND	
	BRICK VENEER, BR-01, TYPE A
	BRICK VENEER, BR-02, TYPE B
	BRICK RELIEF ANGLE - REF. 13/A4.31
OS	OVERFLOW SCUPPER, REF. 14/A3.11
CJ	CONTROL JOINT, REF. 2, & 3/A3.11
EJ	EXPANSION JOINT, REF. 8, 9, 10, 11, 12, & 13/A3.11
	ALUMINUM STOREFRONT, REF. SHEETS A7 SERIES

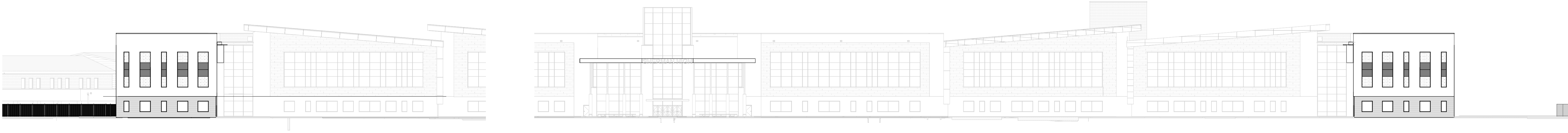


ARCHITECT
VLK Architects, Inc.
1320 Hemphill Street, Suite 400
Fort Worth, Texas 76104
Main Phone: 817.633.1600
www.vlkarchitects.com

SHERMAN ISD
SHERMAN, TEXAS



3 BUILDING OVERALL ELEVATION - NORTH
SCALE: 1/32" = 1'-0"



4 BUILDING OVERALL ELEVATION - SOUTH
SCALE: 1/32" = 1'-0"



ISSUED: MAY 8, 2024

REVISIONS	
Revision No.	Revision Date

Director
CWS
Designer
ET
Proj. Arch.
HY

Drawn By
VLK
Quality Control
ET

PROJECT NO.

23-050.00

SHEET TITLE

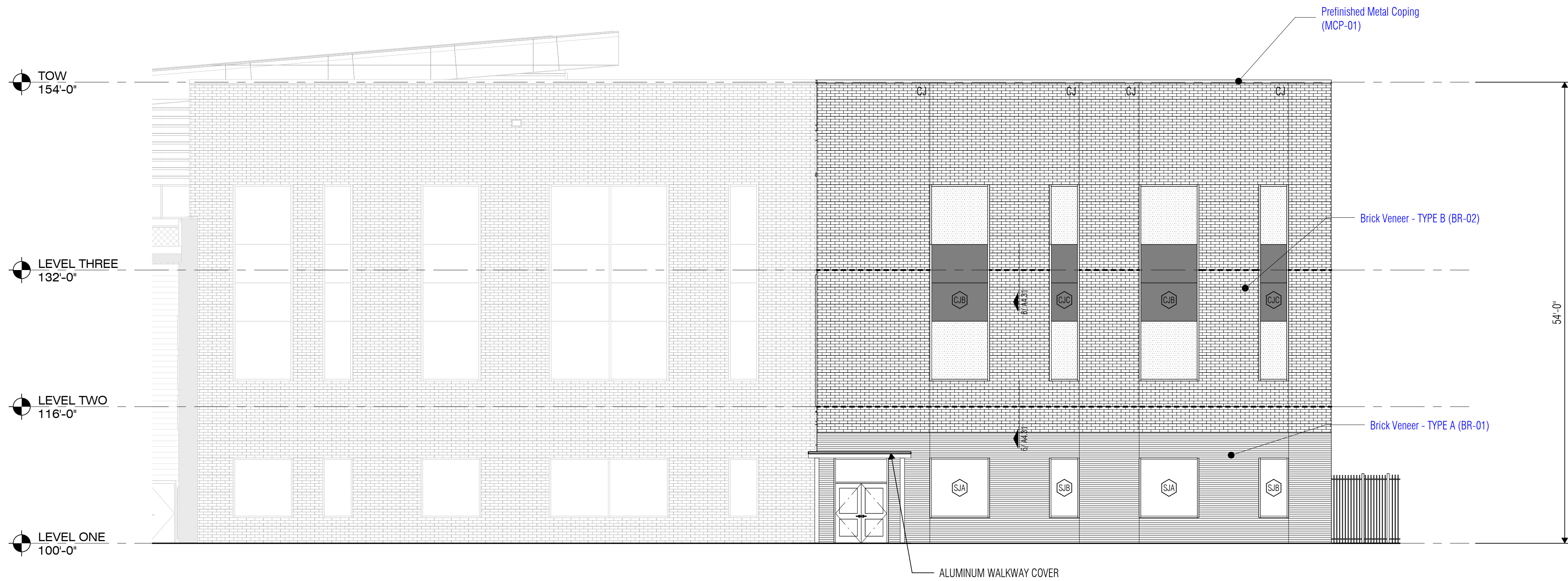
EXTERIOR ELEVATIONS -
OVERALL

SHEET NO.

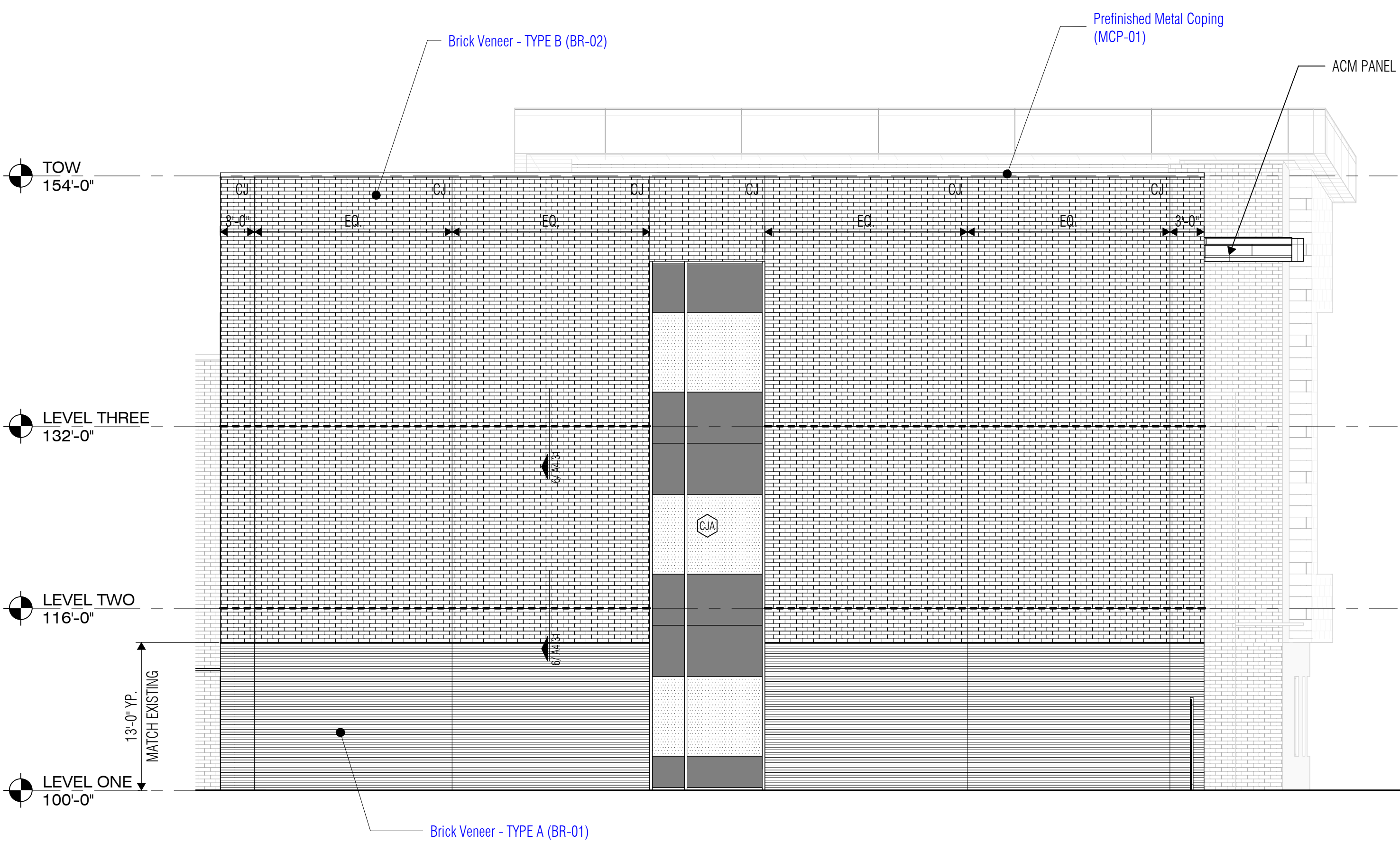
A3.01

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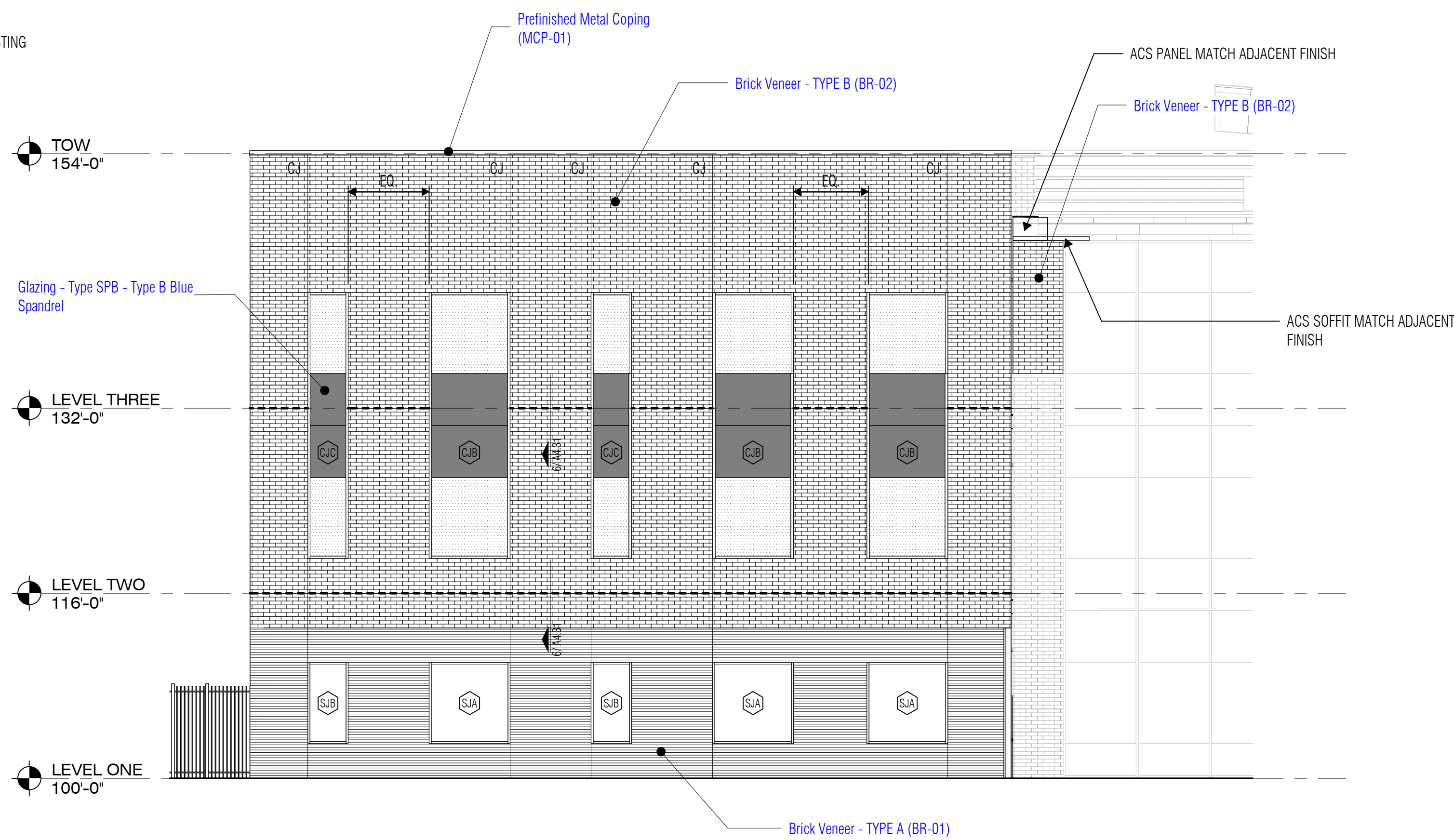
Sherman High School Additions



1 EXTERIOR ELEVATION - WEST WING - NORTH
SCALE: 1/8" = 1'-0"



2 EXTERIOR ELEVATION - WEST WING - WEST
SCALE: 1/8" = 1'-0"



3 EXTERIOR ELEVATION - WEST WING - SOUTH
SCALE: 1/8" = 1'-0"

- EXTERIOR ELEVATION NOTES**
1. Refer to Sheet A2.22 and A3.11 for Typical Control Joint and Building Expansion Joint Details.
 2. Based on the applicable design criteria, submit the proposed pattern of control joints in masonry veneer, CMU and stucco/cement plaster to the Architect for review and approval prior to construction.
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 6. Terminate recessed and projected masonry veneer courses at 4" from intersecting window frames, door frames, sloping roofs, etc., unless noted otherwise.
 7. Provide solid bricks for soldier courses at exterior corners (do not miter).

EXT. ELEV. LEGEND	
	BRICK VENEER, BR-01, TYPE A
	BRICK VENEER, BR-02, TYPE B
	BRICK RELIEF ANGLE - REF. 13/A4.31
OS	OVERFLOW SCUPPER, REF. 14/A3.11
CJ	CONTROL JOINT, REF. 2, & 3/A3.11
EJ	EXPANSION JOINT, REF. 8, 9, 10, 11, 12, & 13/A3.11
	ALUMINUM STOREFRONT, REF. SHEETS A7 SERIES



ISSUED: MAY 8, 2024

REVISIONS	
Revision No.	Revision Date

Director
CWS
Designer
ET
Proj. Arch.
HY

Drawn By
VLK
Quality Control
ET

PROJECT NO.

23-050.00

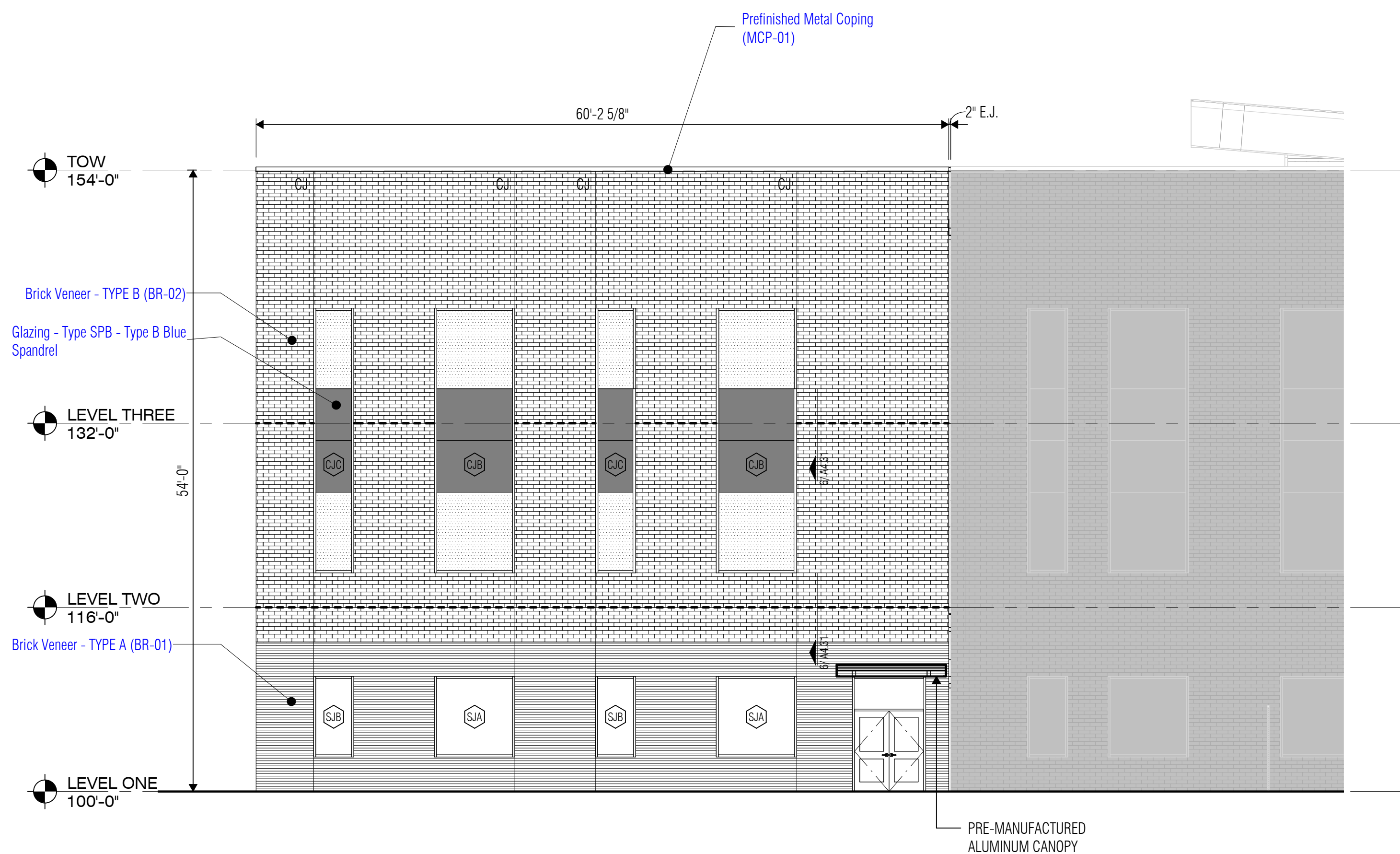
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EXTERIOR ELEVATIONS

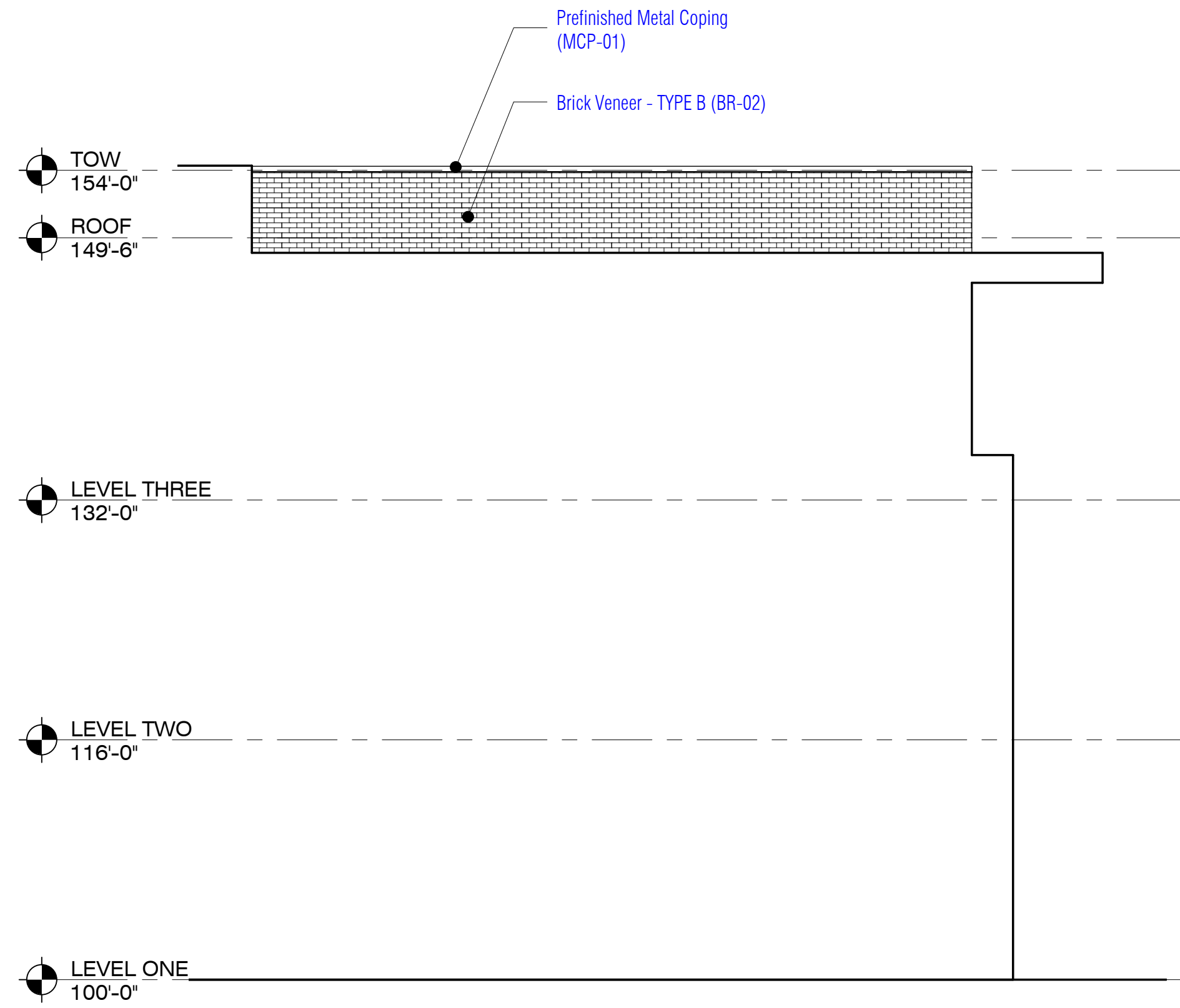
SHEET NO.

A3.02

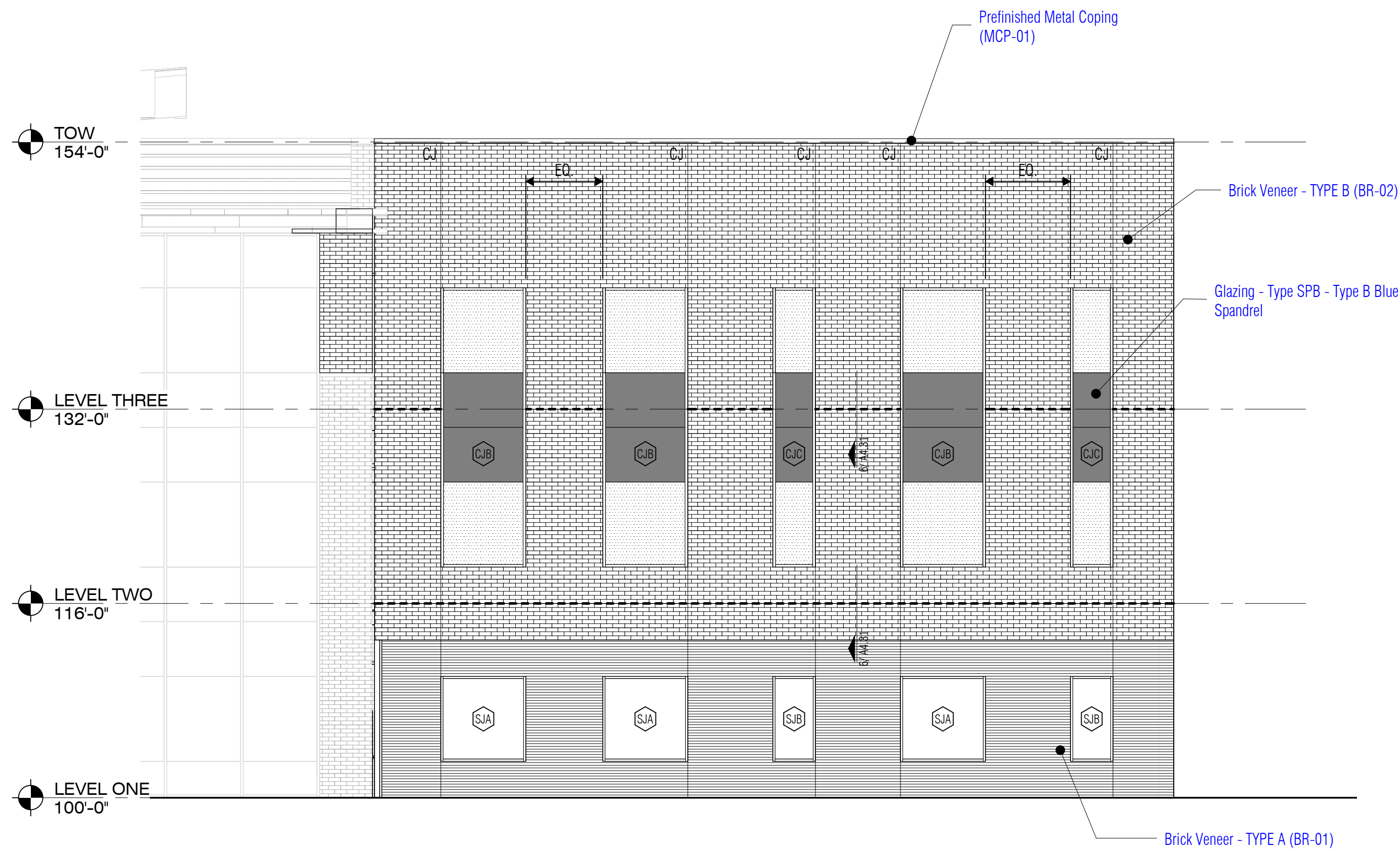
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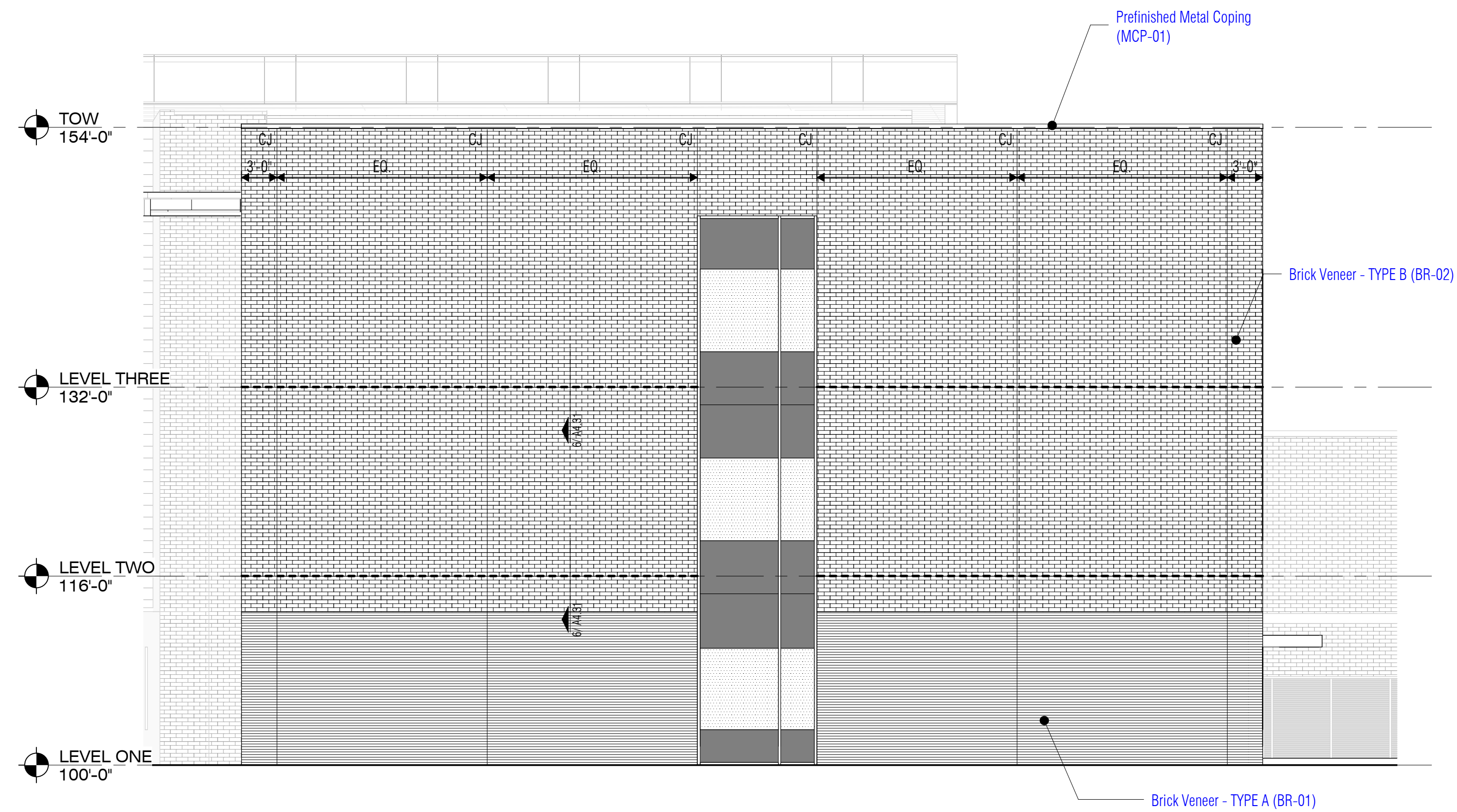
1 EXTERIOR ELEVATION - EAST WING - NORTH
SCALE: 1/8" = 1'-0"



2 EXTERIOR ELEVATION - ROOF UNIT K
SCALE: 1/8" = 1'-0"



3 EXTERIOR ELEVATION - EAST WING - SOUTH
SCALE: 1/8" = 1'-0"



4 EXTERIOR ELEVATION - EAST WING - EAST
SCALE: 1/8" = 1'-0"

- ### EXTERIOR ELEVATION NOTES
- Refer to Sheet A2.22 and A3.11 for Typical Control Joint and Building Expansion Joint Details.
 - Based on the applicable design criteria, submit the proposed pattern of control joints in masonry veneer, CMU and stucco/cement plaster to the Architect for review and approval prior to construction.
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	BRICK VENEER, BR-01, TYPE A
	BRICK VENEER, BR-02, TYPE B
	BRICK RELIEF ANGLE - REF. 13/A4.31
	OVERFLOW SCUPPER, REF. 14/A3.11
	CONTROL JOINT, REF. 2, & 3/A3.11
	EXPANSION JOINT, REF. 8, 9, 10, 11, 12, & 13/A3.11
	ALUMINUM STOREFRONT, REF. SHEETS A7 SERIES



ISSUED: MAY 8, 2024

REVISIONS	
Revision No.	Revision Date

Director
CWS
Designer
ET
Proj. Arch.
HY

Drawn By
VLK
Quality Control
ET

PROJECT NO.

23-050.00

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NO.

A3.03

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Memorandum

To: City of Sherman
From: Amanda Mullen, P.E.
cc:
Date: June 4, 2024
RE: **Sherman High School Additions**

This memo is in response to the City's first review comments and associated markups with the Site Plan package for Sherman High School Additions.

PLANNING

Comment 1: Notate number of classrooms so that required parking can be verified.

a. High school parking shall be 8 spaces per classroom. (Sec. 14.304.003(e)(1))

Response: **Classroom data and calculations now shown.**

Comment 2: Setbacks shall be updated to reflect the zoning designation and OL district. This property has multiple zoning designations and is a non-residential use in a residential zoning designation and the most stringent shall be applied. You will need to observe the zoning map and modify your setbacks to reflect the following:

i. 1417 OL: Nonresidential building setback shall be 40' from any residentially zoned property (Sec. 14.02.006(1)).

ii. R-6 (Single-Family Residential) District: 20' Front, 20' Rear, 6' Side (Sec. 14.02.006(1)).

iii. C-1 (Retail Business) District: 25' Front, 25' Rear, 15' Side (Sec. 14.02.016(1)).

Response: **The setback adjacent to residentially zoned property at north property line revised to be 40'. Setbacks at east, west, and south property lines set at 25' as most stringent requirements of R-6 and C-1 zoning for Front and Rear setbacks.**

Comment 3: Remove any proposed fencing or screening. Screening shall be permitted separately and must adhere to the ordinance.

Response: **Callouts removed. Please note a note is shown on the site plan which indicates "All signs/fences shall be permitted separately & shall adhere to the ordinance".**

STAFF REVIEW LETTER

June 11, 2024

Brannon Kidd
2701 Loy Lake Road
Sherman, TX 75090

Teague Nall & Perkins, Inc.
Amanda Mullen
5237 N Riverside Dr., Suite 100
Fort Worth, TX 76137

Dear Applicants,

The request for a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a high school (grades 9-12) in an R-6 (Single Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District and repeal Ordinance No. 6149 and Ordinance No. 6495 located at 2907 West Travis Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, June 18, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. Impact fees will be required at the time of building permit application. (*Chapter 13, Article. 13.11*)
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which

the Site Plan was approved.

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

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

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

Respectfully,



Rob Rae

Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC: Robby Hefton, City Manager Clint Philpott, Asst. City Manager Wayne Lee, P.E., Director of Engineering Tom Pruitt, Utility Engineer City Attorney The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney	Billy Hartsfield, Fire Marshal Amber Doan, Engineering Coordinator Christopher Armstrong, Asst. City Engineer
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City Council Regular Meeting

Agenda Item No. D.8.

Meeting Date: 7/15/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6753

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.197 acres being in the Samuel Blagg Survey, Abstract 56, City Of Sherman, Grayson County, Texas, Located At 211 East King Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Leticia Murillo Chavarria (Owner), Roozie Marroquin (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.197 acres of land located at 211 East King Street from an MF-30 (Multi Family Residential) District to an R-6 (Single Family Residential) District.

Background:

The property is located at 211 East King Street between South Montgomery Street and South Walnut Street. The owner is requesting a Zone Change from an MF-30 (Multi Family Residential) District to an R-6 (Single Family Residential) District.

The following has been approved for this location:

- 6/18/2024 - Public Hearing and Variance under Section 14.02.006 to allow a 5.5' side setback in lieu of the required 6' for the original structure prior to the addition.
- 6/18/2024 - Public Hearing and Variance under Section 14.02.006 to allow a 2.5' side setback in lieu of the required 5' for an existing carport.
- 6/18/2024 - Public Hearing and Variance under Section 14.02.006 to allow a 12.3' rear setback in lieu of the required 20' for an existing carport.
- 6/18/2024 - Public Hearing and Variance under Section 14.02.006 to allow a 2.4' side setback in lieu of the required 5' for a wood shed addition.
- 6/18/2024 - Public Hearing and Variance under Section 14.02.006 to allow a 5.5' side setback in lieu of the required 6' for the new structure.

Origination:

Leticia Murillo Chavarria (Owner)
Roozie Marroquin (Representative)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 18, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6753
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Site Plan

ORDINANCE NO. 6753

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 0.197 ACRES BEING IN THE SAMUEL BLAGG SURVEY, ABSTRACT 56, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 211 EAST KING STREET, HERETOFORE ZONED MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, LETICIA MURILLO CHAVARRIA (OWNER), ROOZIE MARROQUIN (REPRESENTATIVE) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 211 East King Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-6 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 15th day of July 2024.

ADOPTED on this the 15th day of July 2024.

EFFECTIVE DATE on this the 15th day of July 2024.

CITY OF SHERMAN, TEXAS

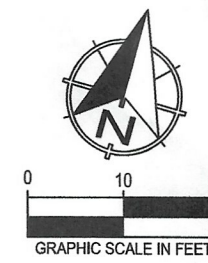
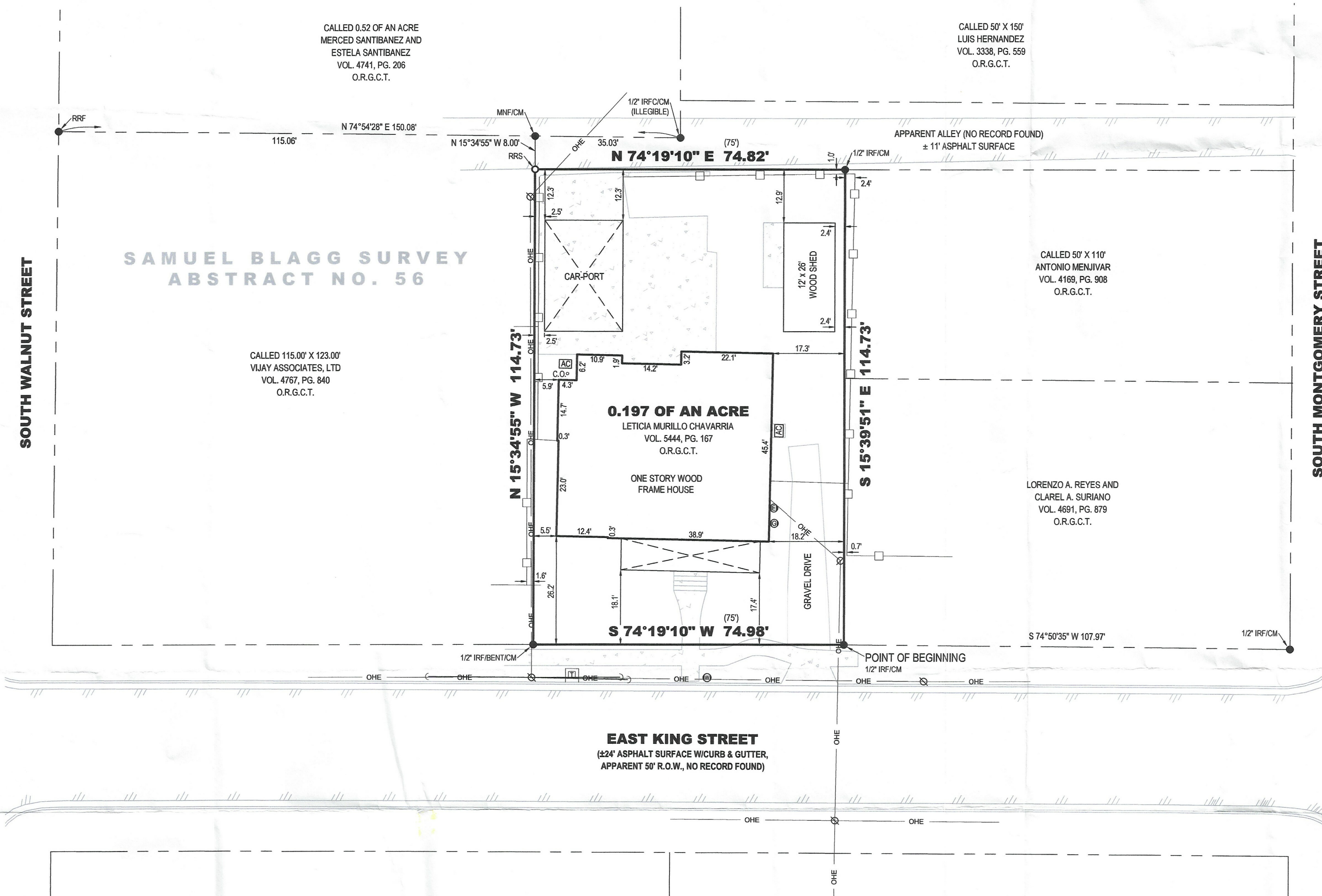
BY: _____
DAVID PLYLER, MAYOR

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



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LAND DESCRIPTION:

BEING all of that certain tract or parcel of land situated in the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a tract of land described in the deed to Leticia Murillo Chavarria recorded in Volume 5444, Page 167, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said Chavarria Tract, common to the southwest corner of a tract of land described in the deed to Lorenzo A. Reyes and Clarel A. Suriano recorded in Volume 4691, Page 879, said Official Records, and on the northerly line of East King Street (no record found);

THENCE South 74°19'10" West, with the southerly line of said Chavarria Tract, and with the northerly line of said East King Street, a distance of 74.98 feet to a bent 1/2-inch rod found for the southwest corner of said Chavarria Tract, common to the southeast corner of a called 115.00-foot x 123.00-foot tract of land described in the deed to Vijay Associates, LTD, recorded in Volume 4767, Page 840, said Official Records;

THENCE North 15°34'55" West, with the westerly line of said Chavarria Tract, and with the easterly line of said Vijay Associates Tract, a distance of 114.73 feet to a railroad spike set for the northwest corner of said Chavarria Tract, and on the southerly line of an apparent alley (no record found), and from which a Mag Nail found for the northeast corner of said Vijay Associates Tract bears North 15°34'55" West, a distance of 8.00 feet;

THENCE North 74°19'10" East, with the northerly line of said Chavarria Tract, and with the southerly line of said Alley, a distance of 74.82 feet to a 1/2-inch iron rod found for the northeast corner of said Chavarria Tract, common to the northwest corner of a called 50-foot x 110-foot tract of land described in the deed to Antonio Menjivar recorded in Volume 4169, Page 908, said Official Records;

THENCE South 15°39'51" East, with the easterly line of said Chavarria Tract, and with the westerly line of said Menjivar Tract part of the way, and with the westerly line of aforesaid Reyes and Suriano Tract part of the way, a distance of 114.73 feet to the POINT OF BEGINNING and enclosing 0.197 of an acre (8,593 square feet) of land, more or less.

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/PLASTIC CAP
RRS	RAILROAD SPIKE SET
MNF	MAG NAIL FOUND
CM	CONTROLLING MONUMENT
()	DEED OR PLAT CALL
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
☐	TELEPHONE BOX
⚡	UTILITY/POWER POLE
—	GUY
⊕	ELECTRIC METER
⊖	NATURAL GAS METER
⊙	WATER METER
C.O.	CLEAN OUT
AC	AC UNIT
—	BOUNDARY LINE
- - -	ADJOINER LINE
□	WOOD FENCE
///	ASPHALT
—	OVERHEAD ELECTRIC/UTILITY

Certify to: Leticia Murillo Chavarria;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 10/13/2023, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.



Chris R. Noah, R.P.L.S. No. 6585

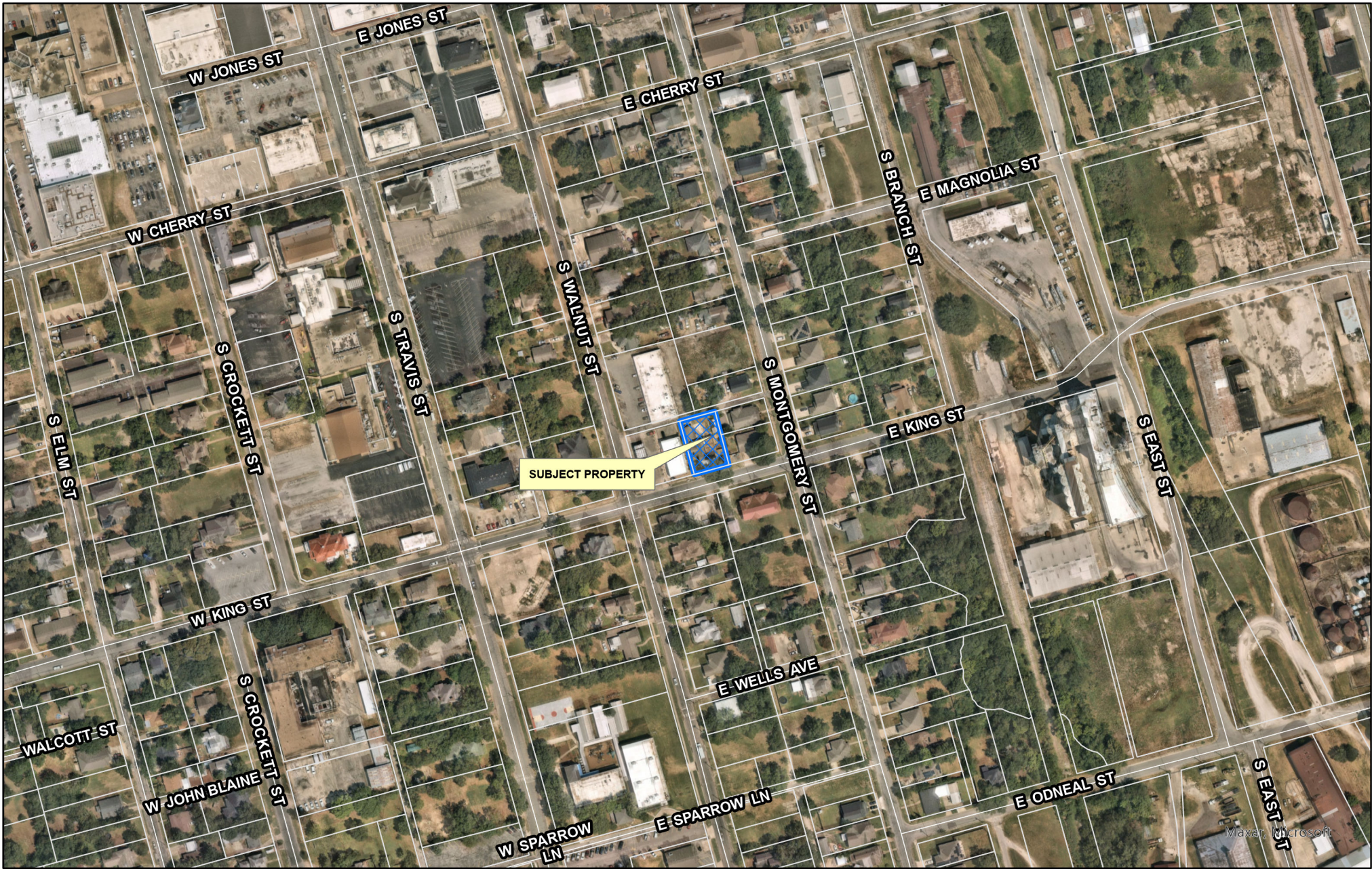
FLOOD STATEMENT:

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 09/01/2022 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 G 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.

TITLE SURVEY
0.197 OF AN ACRE
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
211 East King Street, Sherman
Grayson County, Texas

	787 W FM 996 Pottsboro, TX 75076 www.prestontrailandsurveying.com 903-786-6029		
	TBPLS Firm No. 10194175	Drawn by: MIA Checked by: CRN	Scale: 1"=20' Date: 10/16/2023 Project No. 23-0452 Sheet No. 1 of 1

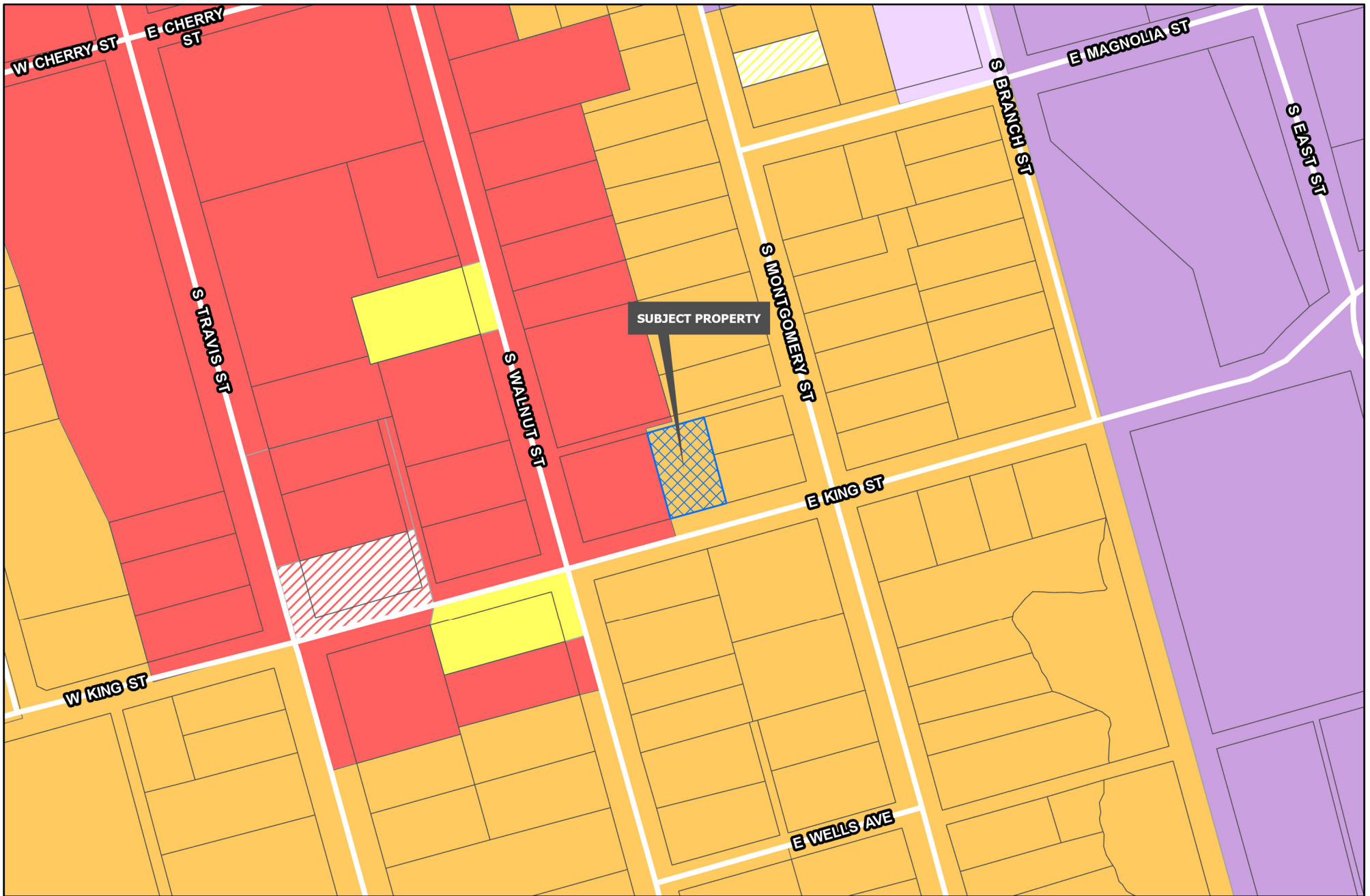
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City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
211 E KING ST





Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
211 E KING ST





CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
211 E KING ST





TUESDAY 6/4/2024



5/7/2024

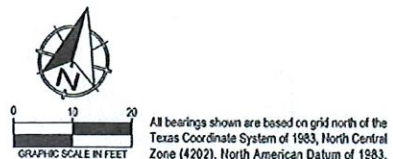
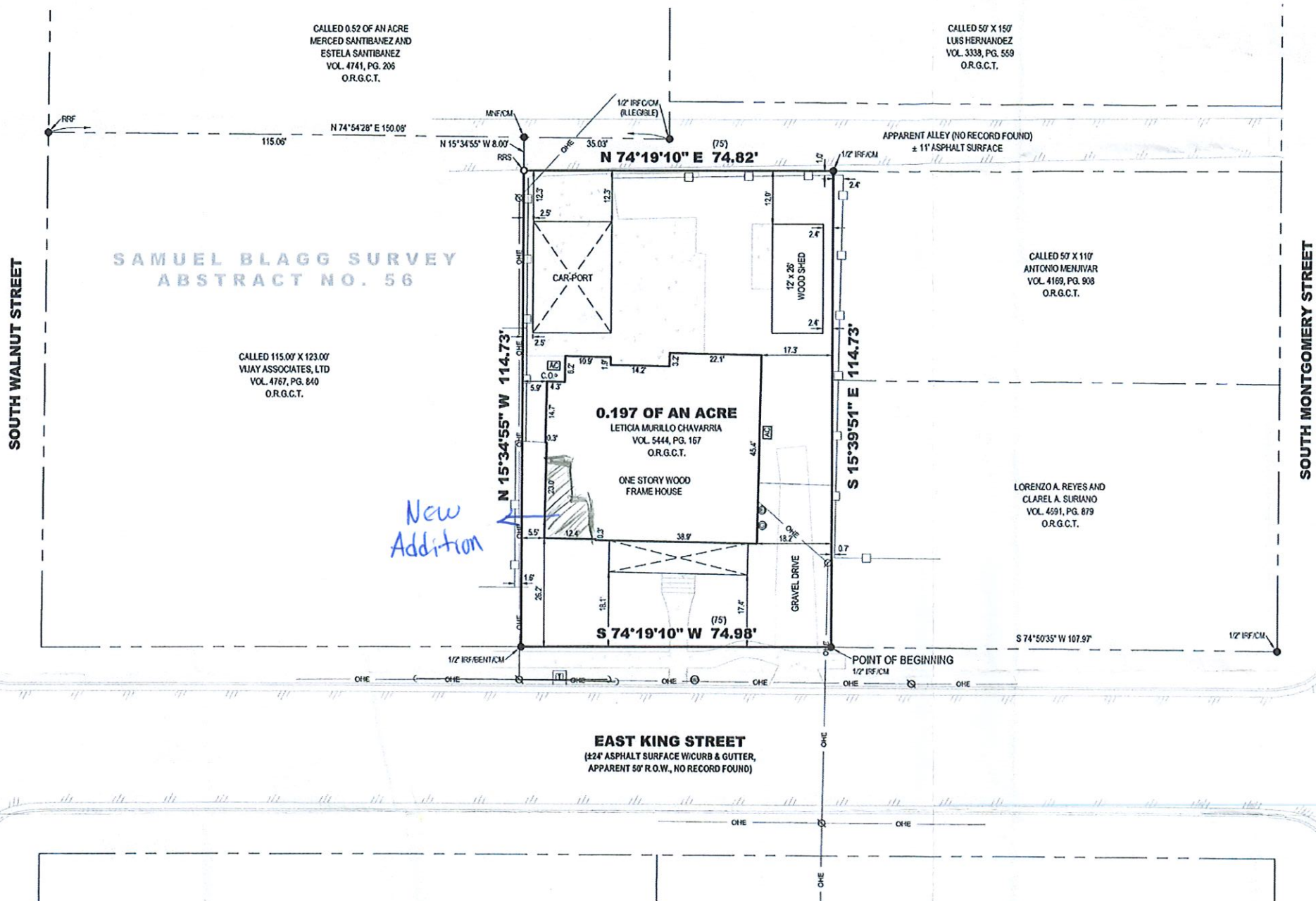
To whom it may concern:

This is in reference to the property located at 211 E. King St. in Sherman, TX.

We are requesting for permission to add an expansion to our personal property. This expansion will consist of a game room and a storage room. The rooms together will consist of 3 windows and 3 doors and frames. The electrical and HVAC service will be connected to the existing service of our home. The total expansion will take 213.25 Sq. ft of space and will be all within our property lines.

Permission granted will be truly appreciated,

Leticia Murillo Chavarria



LAND DESCRIPTION:
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THENCE North 74°19'10" East, with the northerly line of said Chavarria Tract, and with the southerly line of said Alley, a distance of 74.82 feet to a 1/2-inch iron rod found for the northeast corner of said Chavarria Tract, common to the northwest corner of a called 50-foot x 110-foot tract of land described in the deed to Antonio Menjivar recorded in Volume 4169, Page 908, said Official Records;
THENCE South 15°39'51" East, with the easterly line of said Chavarria Tract, and with the westerly line of said Menjivar Tract part of the way, and with the westerly line of aforesaid Reyes and Suriano Tract part of the way, a distance of 114.73 feet to the POINT OF BEGINNING and enclosing 0.197 of an acre (8,593 square feet) of land, more or less.

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/PLASTIC CAP
RRS	RAILROAD SPIKE SET
MNF	MAG NAIL FOUND
C/M	CONTROLLING MONUMENT
()	DEED OR PLAT CALL
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
□	TELEPHONE BOX
⊗	UTILITY/POWER POLE
—	GUY
⊕	ELECTRIC METER
⊙	NATURAL GAS METER
⊖	WATER METER
C.O.	CLEAN OUT
AC	AC UNIT
—	BOUNDARY LINE
- - -	ADJOINER LINE
□	WOOD FENCE
—	ASPHALT
—	OVERHEAD ELECTRIC/UTILITY

Certify to: Leticia Murillo Chavarria;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 10/13/2023, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.



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 09/01/2022 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 G 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.

TITLE SURVEY
0.197 OF AN ACRE
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
211 East King Street, Sherman
Grayson County, Texas

787 W FM 996
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: MIA Checked by: CRN	Scale: 1"=20' Date: 10/16/2023	Project No. 23-0452 Sheet No. 1 of 1
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Chris R. Noah, R.P.L.S. No. 6585



City Council Regular Meeting

Agenda Item No. D.9.

Meeting Date: 7/15/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6754

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Secondhand Store or Rummage Shop in a C-1 (Retail Business) District, Located At 1908 East Lamar Street, Being Lot 1, Block One, East Side Business Park, City Of Sherman, Grayson County, Texas; Maria Isabel Ramirez (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit located at 1908 East Lamar Street to Allow a Secondhand store or rummage shop in a C-1 (Retail Business) District.

Background:

The property is located at 1908 East Lamar Street between Highway 11 and Wanda Drive. The owner is requesting a Specific Use Permit to allow a Secondhand store or rummage shop in a C-1 (Retail Business) District.

The following has been approved for this location:

- 1/18/2011 - Specific Use Permit to allow automobile sales in a C-1 (Retail Business) District
- 2/17/2015 - Specific Use Permit to allow automobile sales in a C-1 (Retail Business) District.
- 7/16/2019 - Specific Use Permit to allow automobile sales in a C-1 (Retail Business) District.

Origination:

Maria Isabel Ramirez (Owner)

Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 18, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter and being tied to the applicant. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6754
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Narrative
9. Staff Review Letter

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SECONDHAND STORE OR RUMMAGE SHOP IN A C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 1908 EAST LAMAR STREET, BEING LOT 1, BLOCK ONE, EAST SIDE BUSINESS PARK, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS MARIA ISABEL RAMIREZ (OWNER) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 1908 East Lamar Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Secondhand store or rummage shop, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in green on **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)

3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. The property must be properly maintained in a state of good repair and neat appearance.
6. Outdoor sales shall be limited to side and rear yards only and shall not be located in front of the building.
7. Outdoor sales shall not be located in designated parking areas nor limit access to any of the parking areas shown on the Site Plan.
8. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

13. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
14. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Maria Isabel Ramirez is the lessee of the Property.

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

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

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

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

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

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 15th day of July 2024.

ADOPTED on this the 15th day of July 2024.

EFFECTIVE DATE on this the 15th day of July 2024.

CITY OF SHERMAN, TEXAS

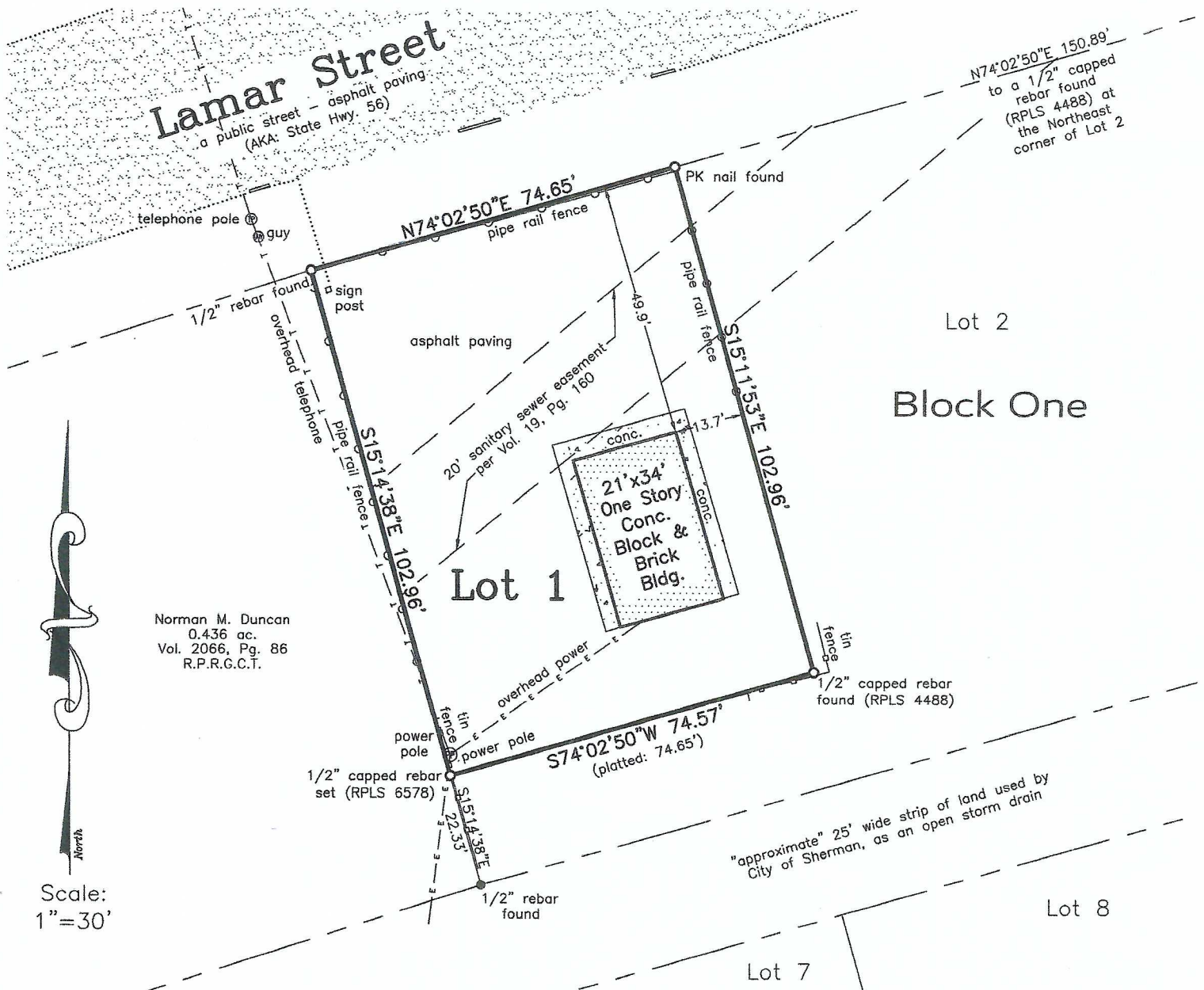
BY: _____
DAVID PLYLER, MAYOR

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



Bearing Base: Texas Coordinate System of NAD83,
Texas North Central Zone per GPS observations.
All coordinates are U.S. Survey Feet and all
distances shown/recited are surface distances.

Owner: Maria Isabel Ramirez Hernandez

Address: 1908 E. Lamar Street
Sherman, Texas

Replat of Preston-Hollow Addition
City of Sherman, Texas
Vol. 1, Pg. 84, P.R.G.C.T.

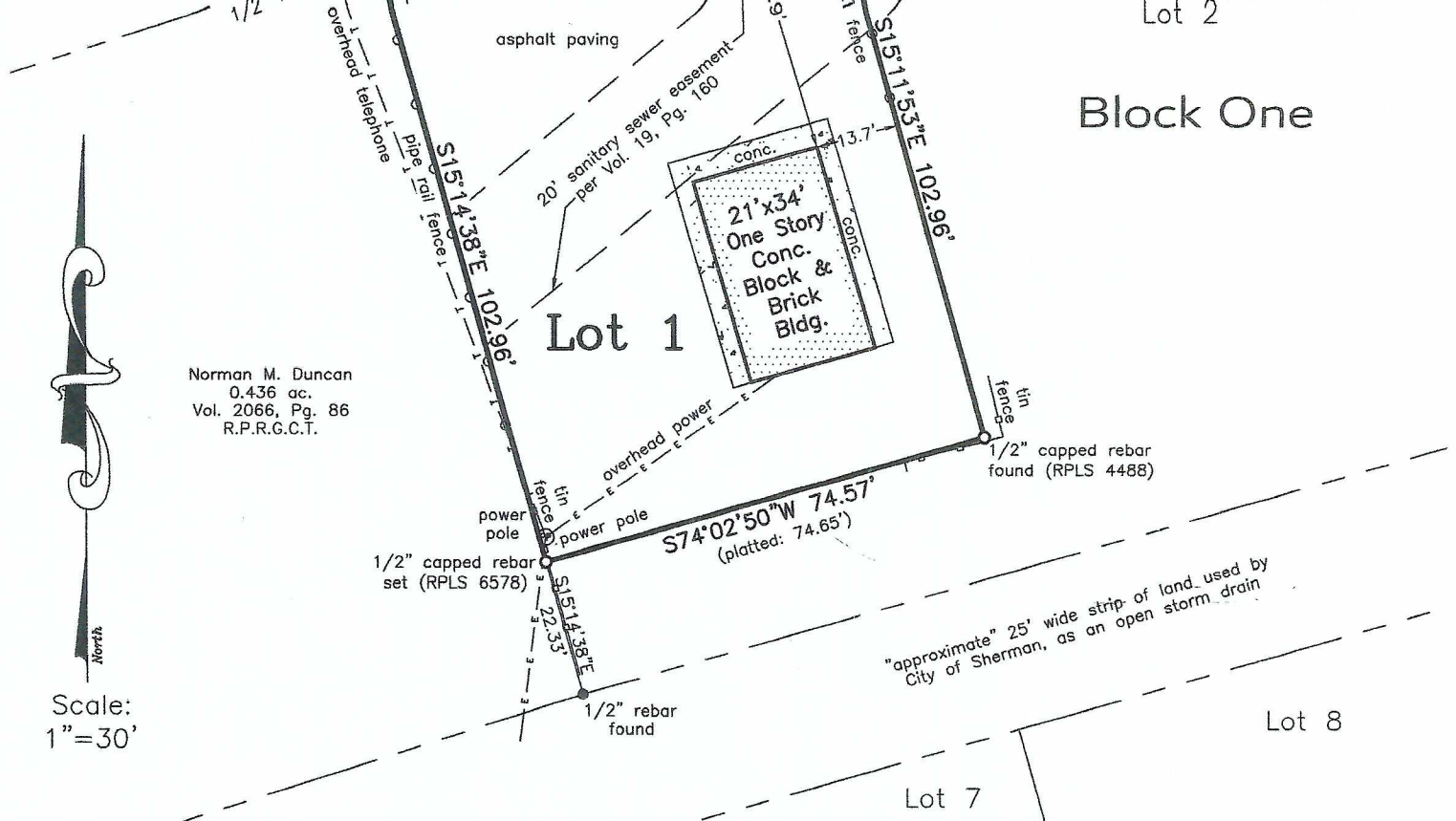
This survey is for the sole benefit of the Owners stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively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

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

Legal Description is as follows: Lot 1, Block One, East Side Business Park to the City of Sherman, Texas, as per plat of record in Volume 19, Pages 160-161, Plat Records, Grayson County, Texas.

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

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



Scale:
1"=30'

Bearing Base: Texas Coordinate System of NAD83,
Texas North Central Zone per GPS observations.
All coordinates are U.S. Survey Feet and all
distances shown/recited are surface distances.

Replat of Preston-Hollow Addition City of Sherman, Texas Vol. 1, Pg. 84, P.R.G.C.T.

Owner: Maria Isabel Ramirez Hernandez

Address: 1908 E. Lamar Street
Sherman, Texas

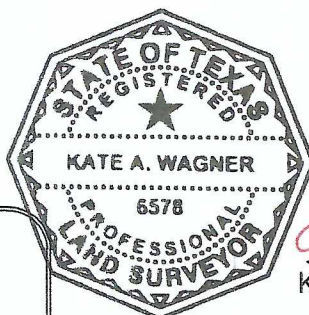
This survey is for the sole benefit of the Owners stated
hereon and is null and void for any other transaction.
Any unauthorized use of this survey without the sole
consent of the undersigned surveyor will infringe upon
state and federal copyright statutes. Any violation of said
statutes will be aggressively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

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a
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Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and
correct representation of the property shown hereon to the best of my knowledge and
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City of Sherman, Texas, as per plat of record in Volume 19, Pages 160-161, Plat
Records, Grayson County, Texas.

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

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



Job No. AGS150524

Helvey-Wagner Surveying, Inc.

222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191

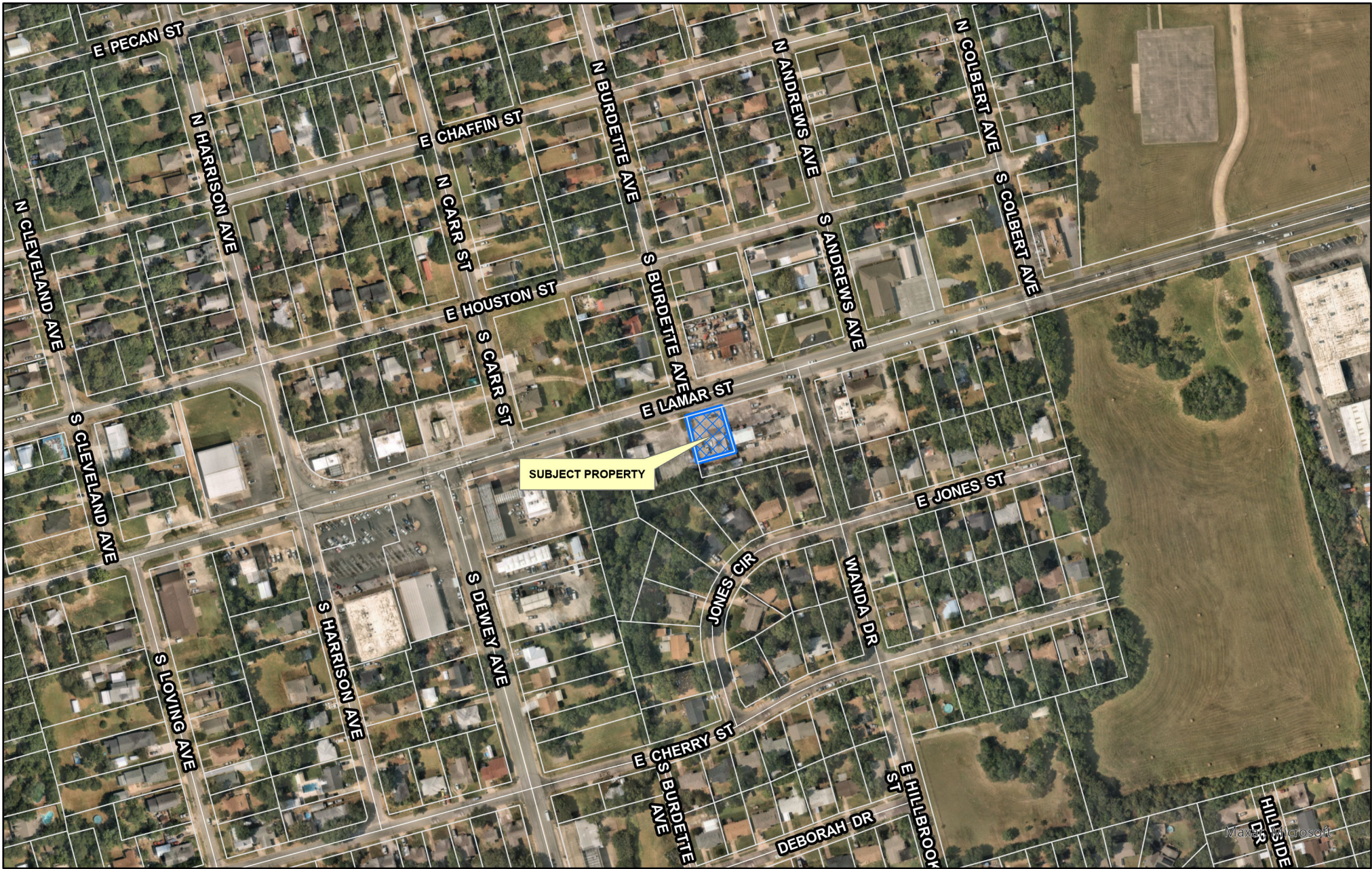
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: May 7, 2024

1908 E. Lamar St. Sherman TX.

Bldg. Size
21' x34'

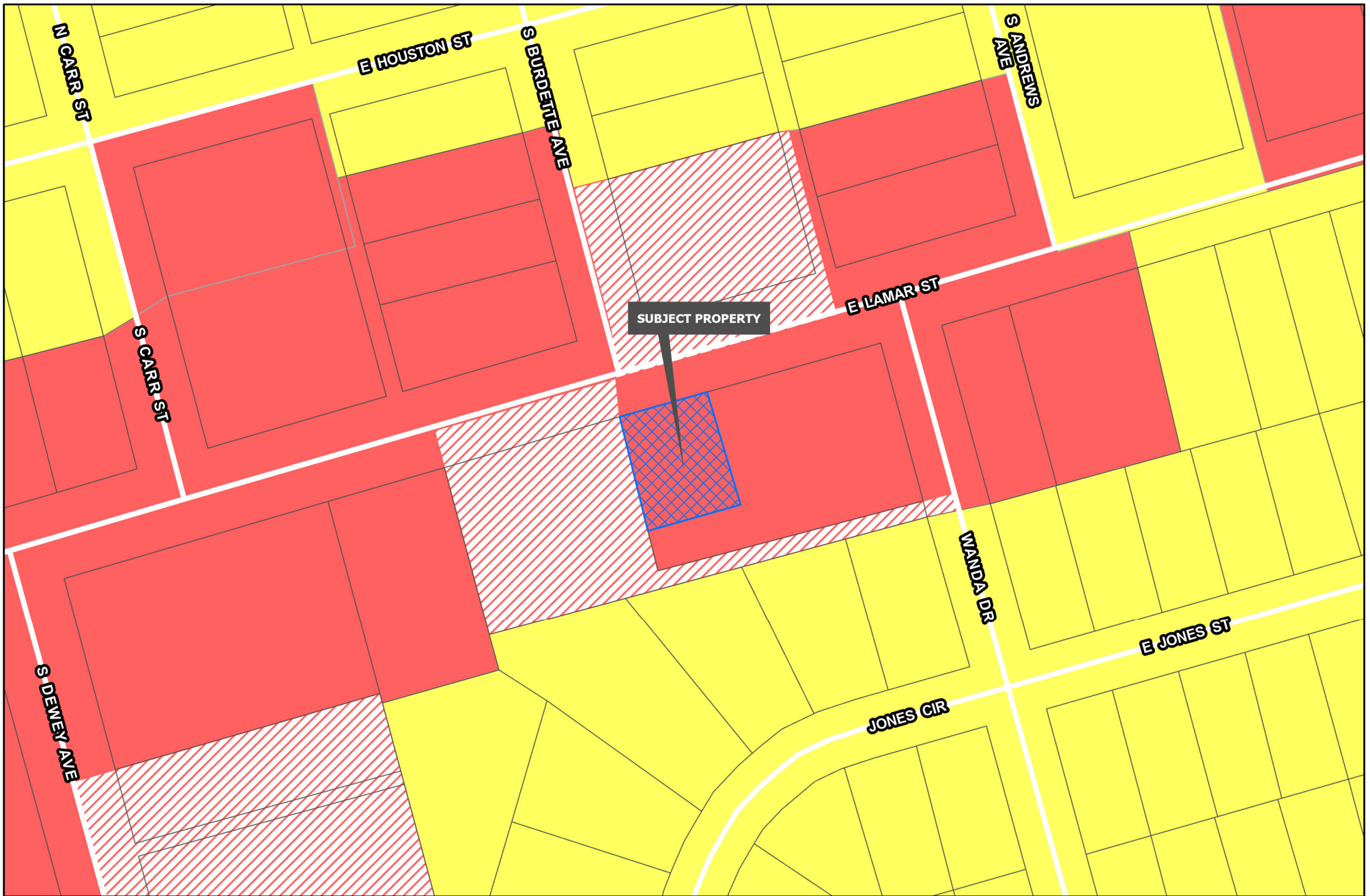
9 Total parking spots



City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1908 E LAMAR ST





Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
1908 E LAMAR ST





CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
1908 E LAMAR ST



Marlow, Lauren

From: laurenm@cityofsherman.com
To: General Alex
Subject: RE: Specific use permit

From: General Alex
Sent: Wednesday, June 5, 2024 12:38 PM
To: Marlow, Lauren
Subject: Re: Specific use permit



My name is Maria Ramirez, and I am the owner of 1908 e. Lamar St. Sherman, Texas. The building will be used as storage and a garage sale will be hosting sometimes on weekends.

STAFF REVIEW LETTER

June 11, 2024

Sent via Email

Maria Isabel Ramirez
915 S. Montgomery St.
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a Secondhand store or rummage shop in a C-1 (Retail Business) District located at 1908 East Lamar Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, June 18, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. The property must be properly maintained in a state of good repair and neat appearance.
6. Outdoor sales shall be limited to side and rear yards only and shall not be located in front of the building.
7. Outdoor sales shall not be located in designated parking areas nor limit access to any of the parking areas shown on the Site Plan.
8. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review

letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

If additional information or clarification is needed, do not hesitate to contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,



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

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



City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 7/15/2024

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6746, 6747, 6748, 6749, 6750, 6751, 6752, 6753 & 6754.

Issue:

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6746

Repealing Section 1 of Ordinance No. 3161; Removing One-Way Designation of Portion of Eagle Lane; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; Providing for the Publication of the Caption Hereof

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6747

Amending Ordinance No. 6728 to Appoint Election Officials and Designate Polling Locations for a Special Election of the Qualified Voters of the City of Sherman, Texas, on the 14th day of September 2024, for the Purpose of Electing One (1) Member of the Sherman City Council (District No. 1) to Fill the Vacancy Resulting from the Resignation of Council Member Shawn C. Teamann.

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6748

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being Lot 6, Block 19, Supplemental Plat Of Block 19 South Sherman Known As South Side Addition, City Of Sherman, Grayson County, Texas, Located At 1822 South Montgomery Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Giovanni Garcia (Owner) And Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6749

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 16.690 acres Being part of the Elizabeth Jones Survey, Abstract No. 625, City Of Sherman, Grayson County, Texas, Located In The 800 Block South Holly Avenue, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The MF-30 (Multi Family Residential) District Zoning Classification, Veronica Munoz, Salient Group, LLC (Owner), Jonathan Hake, Cross Engineering (Representative/Engineer) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6750

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 3.020 acres situated in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 2100 East Lamar Street, Heretofore Zoned MF-30 (Multi-Family

Residential) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, BTI Capital, LLC (Owner), Ben Betzold, CEC (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6751

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 9.975 acres situated in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 2100 East Lamar Street, Heretofore Zoned MF-30 (Multi-Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, BTI Capital, LLC (Owner), Ben Betzold, CEC (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6752

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6149 And 6495, And Granting A Specific Use Permit To Allow A High School (grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District Located At 2907 West Travis Street, Consisting of 94.760 acres situated in the Elizabeth Jones Survey, Abstract 625, City Of Sherman, Grayson County, Texas: Brannon Kidd (Owner), Teague Nall & Perkins, Inc (Surveyor/Representative); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6753

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.197 acres being in the Samuel Blagg Survey, Abstract 56, City Of Sherman, Grayson County, Texas, Located At 211 East King Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Leticia Murillo Chavarria (Owner), Roozie Marroquin (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6754

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Secondhand Store or Rummage Shop in a C-1 (Retail Business) District, Located At 1908 East Lamar Street, Being Lot 1, Block One, East Side Business Park, City Of Sherman, Grayson County, Texas; Maria Isabel Ramirez (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 7/15/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7320 (**TABLED AT THE REGULAR CITY COUNCIL MEETING OF JUNE 17, 2024**)

Authorizing the Execution of an Economic Development Program Agreement with TEKMAK Sherman Hotel, LP for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code for the Construction of a Hotel and Conference Center Located at 301 Block West Travis Street.

Issue:

Authorizing the execution of a Chapter 380 Economic Development Program and Agreement with TEKMAK Sherman Hotel, LP and the City of Sherman, Texas for the construction of a hotel and conference center located on 301 Block West Travis Street.

Background:

At the June 26, 2023 City Council meeting, TekMak Sherman Hotel, LP requested and received a Specific Use Permit to construct and operate a Hotel at 301 Block West Travis Street.

With this agreement, TekMak Sherman Hotel, LP proposes to construct, develop and operate two upscale select service, Springhill Suites Marriott and TownePlace Suites Marriott or similar nationally recognized hotel approved by the City, containing a minimum of 230 hotel rooms and a combined minimum of 7,500 square feet of conference/meeting space, pre-function and pool/courtyard areas located on the first floor of the hotel, to be primarily used to host conferences and meetings.

This new hotel will constitute a capital investment of at least \$20 million by the company, with 30 expected new employment positions.

Origination:

TekMak Sherman Hotel, LP
City Manager's Office

Financial Consideration:

The City will be providing financial assistance and participation in a portion of the costs and expenses for the design and construction of the Property Improvements through a reimbursement of part of the increased local hotel/motel tax proceeds generated from the project. These hotels are expected to generate additional City hotel/motel tax revenue of at least \$450,000 annually from increased hotel/motel tax collections, and an additional \$100,000 in property tax revenues annually. The proposed Agreement provides for an eighty-five percent (85%) hotel tax reimbursement for a five-year period, so of the additional estimated \$2.25 million in increased hotel/motel tax revenue during this period, up to \$1.9 million would be rebated to the developer, and \$.35 million would be retained by the City. Upon expiration of the agreement, all local hotel-motel tax revenue would be

retained by the City.

Staff Recommendation:

Staff recommends approval of this agreement.

Alternatives:

As directed by City Council

Attachments:

1. Resolution No. 7320
2. Chapter 380 Agreement (signed)

RESOLUTION NO. 7320

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH TEKMAK SHERMAN HOTEL, LP FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CONSTRUCTION OF A HOTEL AND CONFERENCE CENTER LOCATED AT 301 BLOCK WEST TRAVIS STREET; 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 is hereby authorized and directed, subject to receipt of a fully-executed agreement from TEKMAK Sherman Hotel, LP and all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Economic Development Program Agreement with TEKMAK Sherman Hotel, LP for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, for the construction and operation of a hotel AND Conference Center located at 301 block West Travis Street, in the same or substantially same form as the 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 15th day of July 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

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

This CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT (the "**Agreement**") is entered into by and between the CITY OF SHERMAN, TEXAS, a home rule municipality (the "**City**" or "**Sherman**"), and TEKMAK SHERMAN HOTEL, LP, a Texas limited partnership ("**Company**").

WHEREAS, the City Council of the City of Sherman, Texas ("**City Council**") has found that it is in the best interest of Sherman and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in Sherman pursuant to Chapter 380 of the Texas Local Government Code, as amended ("**Chapter 380**"); and

WHEREAS, Company proposes to: (a) purchase and own that certain parcel of land containing 4.821 acres, more or less, situated in the City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "**Land**"); and (b) construct, develop and operate on the Land an upscale select service Springhill Suites Marriott and TownePlace Suites Marriott hotel or similar nationally recognized hotel approved by the City, containing a minimum of 230 hotel rooms and a combined minimum of 7,500 square feet of conference/meeting space, prefunction and pool/courtyard areas located on the first floor of the hotel, to be primarily used to host conferences and meetings, all constructed in accordance with plans and specifications approved by Sherman and complying with applicable ordinances and the concept plan in Exhibit B (the "**Concept Plan**"), attached hereto and incorporated herein for all purposes (collectively, the "**Property Improvements**"), as generally depicted in the Concept Plan, according to plans and specifications complying with this Agreement and applicable ordinances of Sherman and as approved by Sherman; and

WHEREAS, Company represents and warrants that the Property Improvements will constitute a capital investment of at least \$20 million by Company, and that when fully operational, the Property Improvements are expected to bring new tourism and new employment to Sherman, with expected new employment totaling 30 Employment Positions, as hereinafter defined, in each such phase (collectively, the "**Project**"); and

WHEREAS, Company has requested financial assistance from Sherman to plan and construct the Property Improvements to assist in the development of the Land, consisting of financial assistance for a portion of the costs required for the design, engineering, construction and installation of the Property Improvements and required by the ordinances and regulations of Sherman, as described in this Agreement; and

WHEREAS, the City Council finds that Company meets the criteria for providing the Grant (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (a) constructing the Property Improvements on the Land in Sherman; (b) adding taxable improvements to real property in Sherman; (c) promoting tourism in Sherman; and (d) creating employment opportunities for the citizens of Sherman; and

WHEREAS, Company agrees that Sherman's obligation to perform or take any action

under this Agreement is strictly contingent on Company's compliance with this Agreement, including completion of the Company Obligations (hereinafter defined) as defined in this Agreement; and

WHEREAS, Sherman is willing to provide Company with financial assistance and to participate in a portion of the costs and expenses incurred and paid by Company for the design and construction of the Property Improvements, as provided herein and subject to the terms and condition hereof, and Company is willing to accept the same subject to all terms and conditions contained in this Agreement; and

WHEREAS, the City Council finds that this Agreement substantially advances legitimate interests of Sherman by promoting economic development, attracting new consumers and tourists to Sherman and generating new tax revenue for Sherman and other jurisdictions in Grayson County, which will help stimulate the overall local economy; and

WHEREAS, the City Council finds 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, for and in consideration of the promises, covenants, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Sherman and Company agree as follows:

1. **Definitions.**

- a. "Affiliate" shall mean any person, directly or indirectly controlling, controlled by, or under common control with Company. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.
- b. "Capital Investment" means the total capitalized cost invested by Company for the Property Improvements that are the subject of the Grants under this Agreement.
- c. "Certificate of Occupancy" means the final certificate of occupancy issued by the City with respect to any Property Improvements allowing for the entrance and operation within such improvements.
- d. "Commencement of Construction" means the date that: (1) the plans for the Property Improvements have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (2) all necessary permits for construction of the Property Improvements pursuant to the respective plans therefore have been issued by all applicable governmental authorities to allow, at a minimum, the pouring of building foundations for the Property Improvements; and (3) the pouring of the foundations for the Property Improvements has actually occurred.

- e. "Completion of Construction" means a final Certificate of Occupancy has been issued by the City with respect to the Property Improvements.
 - f. "Delinquent Taxes" means any validly imposed Texas local or state taxes, including but not limited to, ad valorem taxes and Hotel Occupancy Taxes, that Company does not remit by the lawful due date, but does not include any such taxes that are assessed against Company as the result of a tax audit or other similar notice of assessment by any taxing authority unless Company fails to timely appeal such audit or notice of assessment. If Company subsequently loses the appeal of the tax audit or other notice of assessment, or fails to timely appeal the audit or notice of assessment, the taxes assessed pursuant to the audit will be considered "delinquent" the day after the date specified by the final order on appeal as the due date for payment or the day after the due date for a timely appeal if no appeal is taken or filed by Company.
 - g. "Employment Positions" means non-temporary full time employment positions of Company or a Company Affiliate at the Project, including employees of contractors assigned to the Project as shown on Company's internal management systems. Two (2) or more part-time employees, totaling thirty (30) hours or more per week may be substituted for one (1) full-time employee.
 - h. "Event of Bankruptcy or Insolvency" means the dissolution or termination of Company's existence as a going business, insolvency, appointment of receiver for any significant part of Company's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and such proceeding is not dismissed within ninety (90) days after the filing thereof.
 - i. "Hotel Occupancy Tax" means City's receipt of tax imposed by City pursuant to Chapter 351 of the Texas Tax Code, as amended, on a person who, under a lease, concession, permit, right of access, license, contract or agreement pays for the use or possession of a hotel room on the Land.
 - j. "Land" shall mean the real property described in Exhibit A, attached hereto.
 - k. "Person" shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.
 - l. "Property Improvements" collectively means all the improvements that Company develops and constructs on the Project after the Effective Date of this Agreement, which include, without limitation, the improvements depicted and described in Exhibit B. The term does not include any tangible personal property.
2. **Subject of this Agreement.** Company shall construct, develop and operate the Project, as further described in the submittals filed with the City in order to obtain such permits as may be required under applicable City ordinances.

3. **Economic Development Grants.** Subject to the terms and conditions of this Agreement, and specifically the satisfaction of the Company Obligations, the City shall participate in a portion of Company's costs related to the Property Improvements pursuant to Chapter 380 by providing to Company economic development grants (each a "**Grant**") to Company as follows:

- a. Reimbursement in an amount equal to (1) the Hotel Occupancy Taxes actually collected by the City on the Land, multiplied by (2) the percentage set forth in the chart below for the year to which the Grant relates:

<u>Grant Term Year</u>	<u>Percentage of Taxes Used to Calculate Grant</u>
Year 1 (12 months)	85%
Year 2 (12 months)	85%
Year 3 (12 months)	85%
Year 4 (12 months)	85%
Year 5 (12 months)	85%

Each such Grant shall be paid by the City to Company semiannually on the 15th of January and the 15th of July following receipt by the City of (i) the Hotel Occupancy Tax payments corresponding to such Grant, (ii) Investment Reports (due under Section 4(b) of this Agreement), and (iii) Employment Reports (due under Section 4(c) of this Agreement). The term of this Agreement shall commence on the Effective Date of this Agreement (hereinafter defined) and expire on the earlier of: (A) Company's satisfaction of the Company Obligations and City's provision of the Grant; or (B) the earlier termination of this Agreement (the "**Grant Term**"). In the event Company does not receive or is not eligible for the maximum amount of the Grant provided herein during the Grant Term, City shall have no obligation to pay to Company any portion of the Grant after the Grant Term has expired. City agrees to provide, and Company agrees to accept, the Grant as City's sole financial participation in the costs incurred by Company in connection with its obligations under this Agreement.

4. **Conditions to Qualify for Grants.** Each of the following conditions must be satisfied by Company for the entire Grant Term in order to qualify for the Grants, and Company shall provide to City documentation satisfactory to City that the Company has satisfied each of the conditions set forth in this Agreement, including, but not limited to, the following (collectively, the "**Company Obligations**"):

- a. Acquisition of fee simple title in and to the Land on or before ninety (90) days of the Effective Date of this Agreement;
- b. The Capital Investment in the Property Improvements meeting or exceeding the aggregate amount of \$20 million as of January 1, 2026, as evidence by reports certifying Company's compliance with the minimum Capital Investment set forth herein (the "**Investment Reports**"). The Investment Reports shall be prepared and maintained in accordance with generally accepted accounting principles and shall

include information on the extent and the amount of Company's investments in the Property Improvements. Company agrees to submit the Investment Reports no later than thirty (30) days after January 1, 2026 and on or before January 31 of each successive calendar year during the Grant Term. The City shall have the right to inspect Company's books and records relating to the construction and maintenance of the Property Improvements;

- c. The continuous employment and retention of no fewer than 30 Employment Positions at the Project beginning on the Effective Date and throughout the Grant Term. Within thirty (30) days after January 1, 2026 and then as part of its Certification of Compliance each successive year thereafter during the Grant Term, Company shall provide the City with reports certifying Company's compliance with the above commitment to Employment Positions and shall include information on the number of Employment Positions created or filled at the Project (the "Employment Reports"). The City shall have the right to inspect Company's payroll and other employment records, including Company's management system assigned to the Project, relating to the Employment Positions on the Project;
- d. Company's continuous compliance with all terms, conditions, covenants and obligations of this Agreement;
- e. City and the Company agreeing on a final site plan and plat for the Property Improvements;
- f. Commencement of Construction of the Property Improvements on or before July 1, 2025;
- g. Completion of Construction of the Property Improvements by obtaining a permanent Certificate of Occupancy for the Property Improvements on or before December 31, 2026, and continuous operation and maintenance of the Property Improvements as an upscale select service Springhill Suites Marriott and TownePlace Suites Marriott hotel or similar nationally recognized hotel approved by the City, containing a minimum of 230 hotel rooms and a combined minimum of 7,500 square feet of conference/meeting space, prefunction and pool/courtyard areas located on the first floor of the hotel, to be primarily used to host conferences and meetings;
- h. Company's providing the City with at least five (5) days each calendar year in which the City may use or permit the use of the conference center facilities at no additional cost to the City. Any tables, chairs or other equipment owned or controlled by Company at the Project and not utilized by other customers or guests shall be made available to the City at no additional cost to the City. City will be responsible for any other costs. The City shall provide at least thirty (30) days' notice before use of the conference center facilities. Company is under no obligation to provide the conference center facilities on a date requested by the City if an event has already been scheduled for the date requested by the City;

- i. Company's providing the City with at least twenty (20) room nights each calendar year in which the City may use or permit the use of hotel rooms at no additional cost to the City. A room night shall be the use of one room per night so that if the City used, or permitted the use of, all 20 rooms in one night, this would constitute the 20 room nights required under this subsection. On an annual basis during the Grant Term, Company shall provide to the City by January 31 of each year, proposed "blackout dates" on which the City cannot use, or permit the use of, hotel rooms under this subsection; provided, however, the "blackout dates" shall be subject to the mutual agreement of the City and Company;
- j. At the time of payment of any portion of the Grants, Company must not be liable for Delinquent Taxes; and
- k. The City, its agents and employees having access to inspect the Property Improvements at reasonable times and with reasonable notice to Company to ensure that the operation of the Property Improvements is in accordance with this Agreement and all applicable state and local laws, codes, and regulations. After completion of construction of any of the Property Improvements, the City, its agents and employees shall have the continuing right to inspect the Property Improvements to ensure that the Property Improvements are thereafter maintained and operated in accordance with this Agreement during the Grant Term.

If, after all the Company Obligations have been initially satisfied, any of the Company Obligations are thereafter not satisfied during any calendar year for which a Grant is calculated or due, the City will be relieved of its obligation to pay the portions of the Grants related to such calendar year. Furthermore, in the event the City provides any portion of a Grant to Company for a particular period based upon a statement or information provided by Company to the City that is incorrect and which, if corrected, would have resulted in Company not being entitled to the portion of such Grant related to the applicable period for which the statement or information was provided, then Company will refund to the City the portion of such Grant which Company received based upon such statement or information within thirty (30) days after receipt of written demand by the City. If Company fails to refund such portion of the Grant as provided above, the City will be relieved of its obligation to pay Grants for the period of time that such refund remains unpaid and shall have the right to bring an action against Company for the payment of such refund.

5. **The Company Representations.** The Company makes the following continuing representations and warranties to City, and agrees to timely and fully perform the following additional obligations and duties (each an additional "**Company Obligation**"):

- a. Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status of the Company with the Comptroller of the State of Texas shall be "Active."

- b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.
- c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.
- d. Company shall remain current and in good standing with all sales taxes, Hotel Occupancy Taxes, ad valorem taxes, fees and other recurring charges of City, the State of Texas and Grayson County taxing jurisdictions throughout the Grant Term.
- e. In accordance with Chapter 2264 of the Texas Government Code, Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Company Improvements or on the Land who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to City an amount equal to all economic incentives tendered or provided to the Company under this Agreement and any other funds received by the Company from City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.
- f. Pursuant to Section 2270.002 of the Texas Government Code, Company hereby represents that neither Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Company "boycotts Israel", and subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001 of the Texas Government Code.
- g. Pursuant to Subchapter F, Chapter 2252 of the Texas Government Code, Company certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization.
- h. Pursuant to Chapter 2274 of the Texas Government Code, Company verifies that (i) it does not boycott energy companies and will not boycott energy companies during the Grant Term and (ii) it 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 Grant Term.
- i. Company acknowledges and agrees on behalf of itself and its successor and assigns and all current and future tenants and other occupants of the Land that the Grant

shall constitute the sole economic incentive offered by City in connection with the development or use of the Land.

The Company's representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall remain true and correct at all times during the Grant Term with the same effect as if made on and as of such later date.

6. **Default.**

- a. Each of the following will constitute an "Event of Default" under this Agreement:
 - (i) the City's failure to process any portion of the Grants owing to Company in accordance with this Agreement;
 - (ii) Company's failure to satisfy any of the Company Obligations;
 - (iii) Company's failure to pay any Delinquent Taxes owed to the City or any other taxing authority;
 - (iv) Company's suffering an Event of Bankruptcy or Insolvency;
 - (v) a breach of any representation or covenant made in this Agreement by Company; or
 - (vi) an attempted assignment of this Agreement by Company in violation of the terms set forth in Section 7 hereof.
- b. Upon the occurrence and during the continuance of an Event of Default by Company, the City shall have all remedies available to it at law or in equity, including without limitation, termination of this Agreement.
- c. Upon the occurrence and during the continuance of an Event of Default by Company following City's failure to cure the Event of Default within thirty (30) days after City receives written notice of such Event of Default from Company, then Company may seek specific performance of this Agreement as Company's sole and exclusive remedy.

7. **Assignment.** Except as may otherwise be provided under this Section 7, this Agreement may not be assigned without the City's prior written consent. Any purported assignment in violation of this Agreement is void. Notwithstanding the foregoing, so long as no Company Event of Default under this Agreement exists, Company may, without the prior written consent of the City, (a) assign its rights and obligations under this Agreement to an Affiliate of Company, so long as such Affiliate continues to be wholly-owned, directly or indirectly, by Company or one of its constituent parties and Company notifies the City in advance of such assignment and provides evidence reasonably satisfactory to the City that such assignee is an Affiliate, or (b) make a collateral assignment of the Agreement solely for the benefit of a creditor providing financing for the Property Improvements. In the event the City consents to an assignment of this Agreement by Company, no further

assignment shall be made without the express consent in writing of the City, unless such assignment may otherwise be made without such consent pursuant to the terms of this Agreement. Except as otherwise set forth herein, an assignment by Company of its interest in this Agreement shall not relieve Company from its obligations under this Agreement unless approved by the City.

8. **Indemnification.**

- a. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE CITY IN THIS AGREEMENT, COMPANY SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS COUNCILMEMBERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "**CITY'S INDEMNIFIED PARTY**") FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) CONSTRUCTION, OPERATION OR USE OF THE LAND, PROJECT OR PROPERTY IMPROVEMENTS OR COMPANY'S PERFORMANCE OF THE COMPANY OBLIGATIONS.
- b. The City's Indemnified Party shall promptly notify Company of any indemnified Losses or Claim for indemnified Losses in respect of which the City's Indemnified Party may be entitled to indemnification under this Section 8. Such notice shall be given as soon as reasonably practicable after the City's Indemnified Party becomes aware of the loss or claim for losses.
- c. In the event any action or proceeding shall be brought against the City's Indemnified Party by reason of any matter for which the City's Indemnified Party is indemnified hereunder, Company shall, upon notice from the City's Indemnified Party or its authorized agents or representatives, at Company's sole cost and expense, resist and defend the same with legal counsel selected by City. Company's obligation to defend shall apply regardless of whether the City's Indemnified Party is solely or concurrently negligent. Nothing herein shall be deemed to prevent the City's Indemnified Party at its election and at its own expense from participating in the defense of any litigation with their own counsel. If Company fails to retain defense counsel within seven (7) business days after receipt of City's Indemnified Party written notice that the City's Indemnified Party is invoking its right to indemnification under this Agreement, the City's Indemnified Party shall have the right to retain defense counsel on their own behalf, and Company shall be liable for all usual and customary defense costs incurred by the City's Indemnified Party.

9. **Miscellaneous.**

- a. All construction will be in accordance with applicable rules, regulations, and ordinances of the City, subject to any variances granted in writing by the City.
- b. It is acknowledged and agreed by the parties that the terms hereof are not intended to and will not be deemed to create a partnership or joint venture among the parties. It is further understood and agreed by the parties that Company and the City, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibility or liability to third parties in connection with these actions.
- c. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and may not be modified or terminated except in accordance with the provisions hereof or by the mutual written agreement of the parties hereto.
- d. This Agreement will be construed in accordance with the laws of the State of Texas and will be performable in Grayson County, Texas.
- e. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- f. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others (i) 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, (ii) 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 (iii) 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.
- g. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- h. Any notice and/or statement required and permitted to be delivered will be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to the City:

City of Sherman, Texas
220 W. Mulberry Street
Sherman, Texas 75090
Attn: City Manager

With required copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Attn: Ryan D. Pittman

If to Company:

TEKMAK Development Company
3021 Ridge Road A-120
Rockwall, Texas 75032

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

- i. This Agreement may be executed in any number of identical counterparts, each of which will be deemed an original for all purposes.
- j. In case any one or more of the provisions contained in this Agreement will for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. If any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement or any part hereof invalid or illegal, the parties agree to terminate (or if feasible, modify) this Agreement and to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible.
- k. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- l. Time is of the essence in this Agreement.
- m. The recitals to this Agreement are incorporated herein for all purposes. The following exhibits are attached to this Agreement and incorporated by reference herein for all purposes:

Exhibit "A" — Land

Exhibit "B" — Concept Plan

- n. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.
- o. Nothing in this Agreement will be implied to vest any rights in the parties. In addition, nothing contained in this Agreement will constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THE COMPANY WAIVES ANY CLAIM THAT THIS AGREEMENT ESTABLISHES VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- p. It is expressly understood that this Agreement will be binding upon and benefit the parties hereto only upon execution by both parties.

[Signature page follows]

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager

Date: _____

ATTEST:

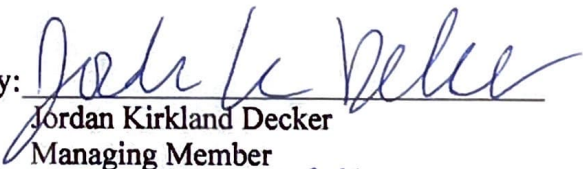
By: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

By: _____
Ryan D. Pittman, City Attorney

TEKMAK SHERMAN HOTEL, LP,
a Texas limited partnership

By: SHERMAN TRADITION, LLC,
its General Partner

By: 
Jordan Kirkland Decker
Managing Member

Date: 6/18/24

Exhibit A

Legal Description of the Land

WHEREAS Heritage Development Partners, LLC are the owners of a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas and being a portion of that 44.83 acre tract of land conveyed to Heritage Development Partners, LLC by Special Warranty Deed recorded in Volume 5676, Page 216 and Volume 5676, Page 224 of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner in the north right-of-way line of West Travis Street (a variable width right-of-way) at the southwest corner of Lot 1, Block 1, Sherman Crossroads Medical No. 3, an addition to the City of Sherman according to the plat recorded in Document No. 2021-260, Plat Records, Grayson County, Texas;

THENCE with said north right-of-way line of West Travis Street, the following courses and distances:

S 74°35'12" W, a distance of 60.85 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the beginning of a tangent curve to the right;

In a northwesterly direction, with said curve to the right, having a central angle of 43°43'11", a radius of 467.00 feet, a chord that bears N 83°33'13" W, a distance of 347.76 feet and an arc distance of 356.35 feet to a mag nail with steel washer stamped "VOTEX SURVEYING" set for corner in the west line of said Heritage Development Partners tract at the southeast corner of a tract of land conveyed as Tract Three to Sherman 301-A, LLC and Sherman 301-B, LLC tract by deed recorded in Document No. 2021-22350, Official Records, Grayson County, Texas;

THENCE N 14°32'05" W, departing said north right-of-way line of W. Travis Street and along the common line of said Sherman 301-A, LLC et al tract and said Heritage Development Partners tract, a distance of 648.76 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner;

THENCE departing said common line, over and across said Heritage Development Partners tract, the following courses and distances:

S 54°20'24" E, a distance of 126.26 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the beginning of a non-tangent curve to the left;

In a southeasterly direction, with said curve to the left, having a central angle of 51°04'21", a radius of 300.00 feet, a chord that bears S 79°52'36" E, a distance of 258.65 feet and an arc distance of 267.42 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the end of said curve;

N 74°35'12" E, a distance of 82.17 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the northwest terminus of Medical Drive (a 60-foot wide right-of-way) as dedicated by the plat of Sherman Crossroads Medical No. 2 recorded in Document No. 2018-5, Plat Records, Grayson County, Texas;

THENCE S 15°24'48" E, along the southwest line of said Sherman Crossroads Medical No. 2, at a distance of 75.00 feet passing the southeast terminus of said Medical Drive and the southernmost northwest corner of Lot 1, Block 1 of said Sherman Crossroads Medical No. 2, and continuing for a total distance of 108.87 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found for corner;

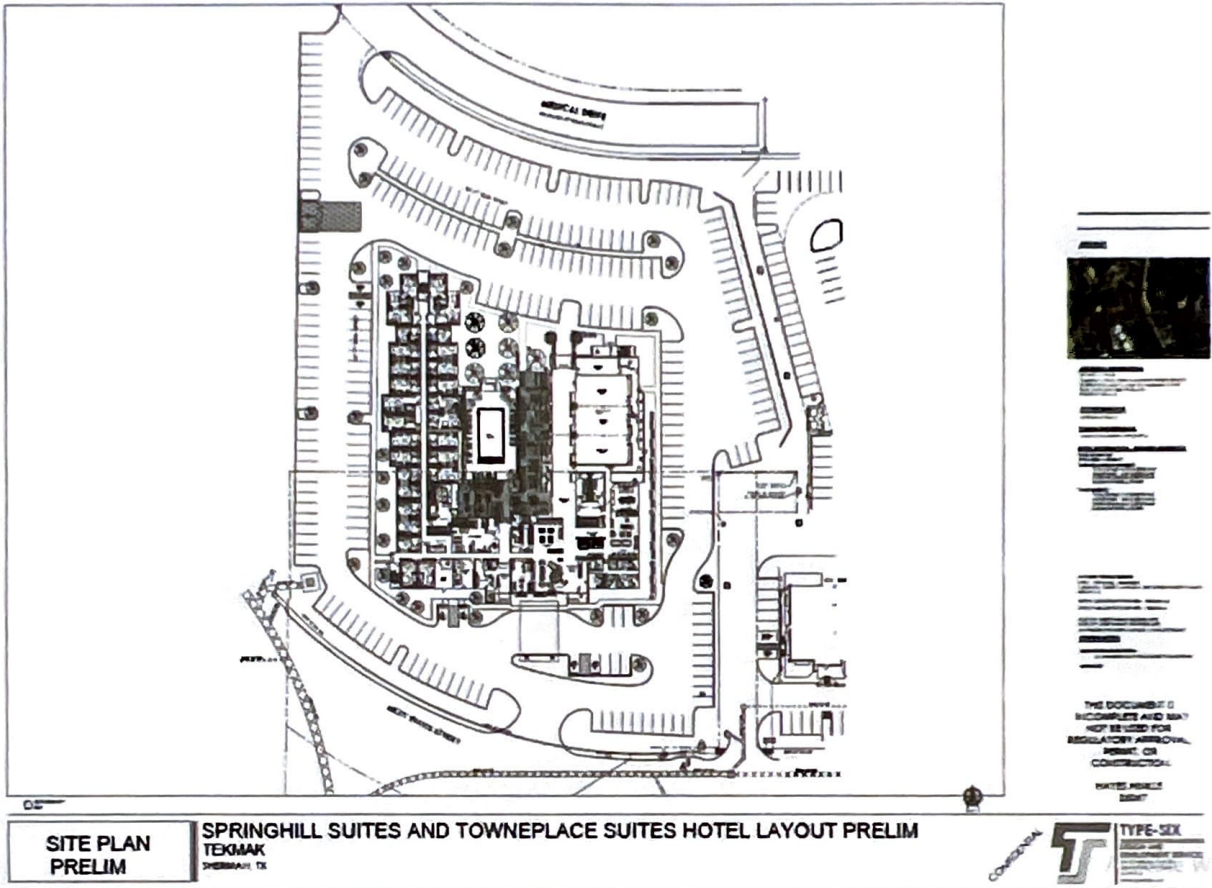
THENCE S 30°24'20" E, with the southwest line of said Lot 1, Block 1, Sherman Crossroads Medical No. 2, a distance of 185.29 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found for corner;

THENCE S 15°24'48" E, continuing with the southwest line of said Lot 1, Block 1, Sherman Crossroads Medical No. 2, a distance of 43.25 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for the northernmost northwest corner of said Lot 1, Block 1, Sherman Crossroads Medical No. 3; from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" bears N 20°11'16" W, a distance of 0.82 feet;

THENCE S 74°35'07" W, with the north line of said Lot 1, Block 1, Sherman Crossroads Medical No. 3, a distance of 69.16 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the westernmost northwest corner of said Sherman Crossroads Medical No. 3;

THENCE S 15°24'53" E, a distance of 237.34 feet to the POINT OF BEGINNING and containing 237,901 square feet or 5.461 acres of land, more or less.

Exhibit B Concept Plan













City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 7/15/2024

Prepared By: Theresa Hutchinson, Park & Recreation Manager, Justin Eastwood, Director of Parks and Recreation

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7334

Authorizing Execution of a Contract with Whirlix Design, Inc. for the Purchase and Installation of an All-Inclusive Playground at Pecan Grove East Park through the Buyboard Purchasing Cooperative

Issue:

Authorizing the Purchase and Installation of an All-Inclusive Playground for Pecan Grove East Park through BuyBoard purchasing cooperative.

Background:

The proposed all-inclusive playground at Pecan Grove East Park represents a collaborative effort between the City of Sherman and community stakeholders to create a more inclusive and accessible recreational environment. The project not only fulfills the goals outlined in our 2017 Parks, Recreation and Open Space Master Plan but also reflects our ongoing dedication to enhancing the quality of life for all Sherman residents. The primary objective is to ensure that our trails and recreational facilities are accessible and welcoming to users of all abilities.

City staff have collaborated closely with the Sherman Evening and Sherman Noon Lions Clubs to advance the development of an all-inclusive playground at Pecan Grove East Park. Recognizing the importance of this initiative, the Lions Clubs have pledged \$115,000 towards the acquisition of the all-inclusive playground equipment.

Pecan Grove East Park, strategically situated near major thoroughfares including US Highway 82 and FM 1417, serves as a pivotal regional park within our community. Given its high utilization rate, the introduction of inclusive playground equipment is poised to significantly benefit a diverse range of residents and visitors.

The purchase of the playground equipment has been facilitated through the Buy Board purchasing cooperative, adhering to competitive bidding requirements stipulated in Texas Local Government Code Chapter 271. This approach ensures transparency and fiscal responsibility in public procurement processes.

Funding totaling \$547,839.00 for this project has already been allocated as part of the fiscal year 2023-24 Capital Improvement Program, underscoring the City's commitment to enhancing recreational opportunities for all residents. The Whirlix design concept has been selected for its innovative features and its alignment with the community's needs and preferences.

Purchasing through the Buy Board purchasing cooperative satisfies competitive bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Parks and Recreation Department

Financial Consideration:

The cost of the equipment, including installation, is \$547,839.00. Funding was approved as part of the fiscal year 2023-2024 Capital Improvement Program.

Staff Recommendation:

It is recommended that staff be authorized for the purchase and installation of an all-inclusive playground from Whirlix Design, Inc. of Plano, Texas, for Pecan Grove East Park, through the Buyboard purchasing cooperative.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7334
2. Construction Agreement - Whirlix Design Inc. Pecan Grove East Playground
3. Whirlix Design, Inc. Proposal
4. Signed Exhibits C and D
5. COI - City of Sherman - Pecan Grove East
6. Bond Forms - Payment, Performance, and Maintenance_PGE Park Playground
7. Playground Drawing
8. Playground Drawing
9. Playground Drawing
10. Map

RESOLUTION NO. 7334

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH WHIRLIX DESIGN, INC. FOR THE PURCHASE AND INSTALLATION OF AN ALL-INCLUSIVE PLAYGROUND AT PECAN GROVE EAST PARK THROUGH THE BUYBOARD PURCHASING COOPERATIVE; 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 execute a contract with Whirlix Design, Inc., of Plano, Texas, through the Buyboard purchasing cooperative for the purchase and installation of an all-inclusive playground for a total purchase price of Five Hundred Forty-Seven Thousand Eight Hundred Thirty-Nine Dollars and No Cents (\$547,839.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2023-2024 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 15th day of July 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: _____

NAME: _____
RYAN PITTMAN, CITY ATTORNEY

**CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND WHIRLIX DESIGN INC.**

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and Whirlix Design Inc. a Texas Corporation ("Contractor"), enter into this Construction Agreement ("Agreement") for the purchase and installation of a Playground at Pecan Grove East Park. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the purchase and installation of a playground at Pecan Grove East Park under the terms and conditions of this Agreement ("Project");

WHEREAS, Sherman issued a Request for Quote (RFQ) through the Buyboard Cooperative Purchasing Program; and

WHEREAS, Contractor timely submitted a response to the RFQ, attached hereto as Exhibit A and incorporated herein for all purposes ("Quote"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the RFQ, including those representations set forth in the Quote, City has selected Contractor to provide the services sought in the RFQ under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

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

1. Scope of Services.

Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.

Contractor shall mobilize on-site and commence performance of the Project (the “Mobilization Date”) within Ninety (120) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within ~~Sixty (60)~~ calendar days of the Mobilization Date. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN’s satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN’s satisfaction. (Per conversations with Theresa, duration of work should be fine. Whirlix is to coordinate with the selected GC for the overall site work)

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed ~~Five Hundred Forty Three Thousand Three Hundred Seventy Two and 00/100 dollars (\$543,372)~~ for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:
(Total value of contract is to be %547,839.00; this reflects the addition of \$4,467.00 for bonds)

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor’s Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN’s ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor’s Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, which fiscal year ends on September 30th of each year, shall be subject to SHERMAN City Council approval. In the event that the SHERMAN City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that SHERMAN shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The “Agreement Documents,” as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

- a. This Agreement;

- c. The Quote, attached hereto as Exhibit A;
- d. SHERMAN's Insurance Requirements, attached hereto as Exhibit B;
- d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);
- e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);
- f. Affidavit of No Prohibited Interested, attached hereto as Exhibit C;
- g. Conflict of Interest Questionnaire, attached hereto as Exhibit D;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, or Exhibit D are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit B, Exhibit C, Exhibit D, and Exhibit A shall prevail in that order.

5. Liquidated Damages.

Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of one thousand and 00/100 dollars (\$1,000.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond, which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified against any claims for nonpayment of any part of the construction or work performed in connection with the Project. (Per the conversation with Theresa on 6.27.2024, Whirlix and Sherman are to split the cost of the bonds evenly at \$4,467.00)

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

Construction Agreement – Purchase and Installation of Playground at Pecan Grove East Park

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit B.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "SHERMAN" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS

“CONTRACTOR” FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN (COLLECTIVELY, **“CLAIMS”**). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM **“CLAIMS”** IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST SHERMAN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS’ COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to

Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.

SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

SHERMAN is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then SHERMAN shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

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

14. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

15. Assignment.

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of SHERMAN. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to SHERMAN as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third party billing.

16. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. Savings/Severability.

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

18. Consideration.

This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. Attorneys' Fees.

If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

20. Governing Law; Venue.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County,

Texas.

21. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

22. No Waiver.

Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

23. Headings.

The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

24. Indemnity.

The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

25. Notice.

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

If to Contractor, to:

Whirlix Design Inc.
1916 K Ave.
Plano, TX 75074

Telephone: 214-975-2147

Email: teriestes@whirlix.com

If to SHERMAN, to:

City of SHERMAN

Attn: Robby Hefton, City Manager

220 W. Mulberry Street

Sherman, Texas 75090

Telephone: (903) 892-7201

Facsimile: (903) 892-7355

Email: robbyh@cityofsherman.com

With a copy to:

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

26. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.

When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.

When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.

In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent

applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.

SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.

SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. Multiple Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[Signature page follows.]

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

Linda Ashby, City Clerk

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



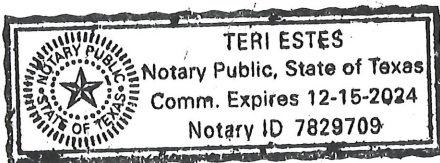
Whirlix Design Inc.
a Texas Corporation

By: [Signature]
Printed Name: David Paquette
Title: Vice President of Operations
Date: 6.27.2024

STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared David Paquette known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the VP Operations and duly authorized representative for Hunter Kneppshield of Texas, Inc. and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of June, 2024.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 12-15-24



Date: May 17, 2024
Project: Pecan Grove East/Lions Club
Location: Sherman, Texas

To: Theresa Hutchinson, City of Sherman

Proposal Expires: 30 Days from >>>>>> May 17, 2024

Please note that current fluctuations in material pricing may cause a proposal increase between now and
The acceptance of this agreement.

Buy Board Contract Information: 679-22

Item 1 – Playground Renovation

Series: *Inclusive Play Booster*
Surface: *Poured-In-Place Rubber Safety Surfacing*
Installation: *By Factory Trained and Certified Installers*
Quantity/Sizes: *See Renders*

Base Bid: \$571,980.53

Equipment, Freight, Installation: \$355,295.53

Safety Surfacing: \$207,419.50

Drainage: \$9,225.50

BuyBoard Discount: (\$28,598.53)

Total With Discount: \$543,372.00

Base Bid Includes:

- Full Submittal Package
- Warranty As Specified – Best in the Business!
- Freight
- ADA Compliant Play Structures
- Poured-In-Place Rubber Surfacing Per Design
 - Site Security
 - Trash Removal
- Certified Installation
- Drainage Inside Play Area
 - Perimeter Drain 185 LF

Base Bid Excludes:

- Sales Tax
- Textura, Oracle, etc.
- Professional Liability Insurance
- Construction Management Software Required for a Specific Project
- Payment, Performance, and Maintenance Bonds
- Use of Credit Cards as Payment

Whirlix Design Inc.
1751 International Parkway, Suite 131
Richardson, TX 75081

- Demolition of Existing Structure
- Excavation and Removal of Soil
- Haul off or On-Site Disposal of Remaining Dirt
- Tuff Timber or Concrete Border
- Engineered Wood Fiber
- Geotextile Fabric
- Drilling Through Rocky Soil
- Hitting of New or Existing Sprinkler pipes
- Hitting of private electrical, water, sewer, internet, etc. that are not detectible during a commercial line location.
- Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We need access to the project location.
- Surveying of Site
- Craning of Equipment
- Logistical Issues that Prevent Truck or Equipment Access to Site
- Special Augers or Drilling Equipment
- Certified Payroll / Progress Billing
- Setting of Control Points or Benchmarks
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- On Site Security
- Permitting and Inspections
- Third Party Inspections
- Dumpster
- Latrine on Site
- Geotechnical Report
- Wet Stamped Engineering Drawings

Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit.

Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division.

Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.

All taxes now or hereafter levied by federal, state, or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages if any and when accepted are subject to the approval of an officer of this company.

Prepared by Brady Dillow · Whirlix Design Inc · bdillow@whirlix.com · 214-714-6306

Whirlix Design Inc.
1751 International Parkway, Suite 131
Richardson, TX 75081



Acceptance of Approval: The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

Date: _____ **Signature:** _____

Exhibit C
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Collin §

I, David Paquette, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

- ☐ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- ☐ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- ☐ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- ☐ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- ☐ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- ☐ Other: _____.
- ☒ None of the Above.

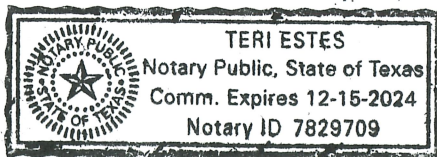
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

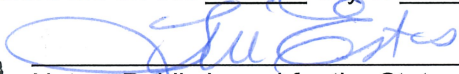
Signed this 27th day of June, 2024.


Signature of Official/Title VP Operations

BEFORE ME, the undersigned authority, this day personally appeared David Paquette, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 27th day of June, 2024.




Notary Public in and for the State of Texas
My commission expires: 12/15/2024

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY**

Date Received

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.

1 Name of vendor who has a business relationship with local governmental entity.

Whirlix Design Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed._____
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

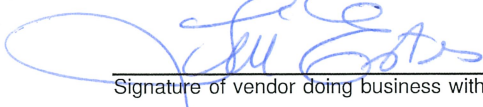
☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

6/27/2024

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hotchkiss Insurance Agency, LLC 4120 International Parkway Suite 2000 Carrollton TX 75007	CONTACT NAME: PHONE (A/C, No, Ext): 800-899-3750 E-MAIL ADDRESS: certs@hiallc.com FAX (A/C, No): 972-512-7799
INSURED Whirlx Design Inc. 1916 K Avenue Plano TX 75074	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Specialty Underwriters Ins Co INSURER B: Federal Insurance Company INSURER C: Cincinnati Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 350889280**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CSU0153934	7/19/2023	7/19/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA0622926	7/19/2023	7/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTION \$ 0			CSU0153937	7/19/2023	7/19/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	EWC0622928	7/19/2023	7/19/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Employee Benefits Liability Employment Practices Liability			CSU0153934 J06268997	7/19/2023 7/28/2023	7/19/2024 7/28/2024	EBL DED: \$1,000 EBL: Aggregate \$3,000,000 EPLI DED: \$15,000 \$1,000,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability policy includes a blanket additional insured, including completed operations endorsement when required by written contract, per form #CSGA 437 (12/13).

The general liability policy includes a blanket waiver of subrogation endorsement when required by written contract - per form #CSGA 4087 (12/12).

The general liability policy includes a special endorsement with Primary and Noncontributory wording as required by written contract, per form #CSGA 437 (12/13).

The auto policy includes a blanket additional insured endorsement when required by written contract per form #AA288 (1/16).

The auto policy includes a blanket waiver of subrogation endorsement when required by written contract - per form #AA288 (1/16).

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Sherman
1002 N. Music Street
Sherman, TX 75090

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Hotchkiss Insurance Agency, LLC		NAMED INSURED Whirlix Design Inc. 1916 K Avenue Plano TX 75074	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The auto policy includes a special endorsement with Primary and Noncontributory wording, per form #AA288 (1/16).

The workers compensation policy includes a blanket waiver of subrogation endorsement when required by written contract

The umbrella/excess will follow the underlying liability coverage forms, subject to the policy terms and conditions.

Certificate holder continued: the City of Sherman, its officers, agents, representatives and employees

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by replacing Paragraph 5.b. with the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:
 - c. An easement or license agreement;
2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -
OPERATIONS AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

- C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - PER CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designated Construction Project(s):

Where required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages be-

cause of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any

person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap up) insurance program has been provided by the primary contractor/project manager or owner of the construction project in which you are involved.
4. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.
5. "Bodily injury", "property damage" or "personal and advertising injury" for which

the Named Insured is afforded no coverage under this policy of insurance.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PERFORMANCE BOND

BOND NO. _____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____ as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sherman (OWNER), in the penal sum of _____ and ____/100 Dollars (\$_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for **Pecan Grove East Park Playground** (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.”

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____ 20_____.

PRINCIPAL:

SURETY:

Name of Contractor

Name of Surety

Signature

Signature

Printed Name and Title

Printed Name and Title

Address

Address

City, State, Zip

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

PAYMENT BOND

BOND NO. _____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ a (City) _____ County, State of _____ as PRINCIPAL, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sherman (OWNER), in the penal sum of _____ and __/100 Dollars (\$_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for **Pecan Grove East Park Playground** (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect:

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.”

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____ 20_____.

PRINCIPAL:

SURETY:

Name of Contractor

Name of Surety

Signature

Signature

Printed Name and Title

Printed Name and Title

Address

Address

City, State, Zip

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

MAINTENANCE BOND

BOND NO. _____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____ as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of _____ and ____/100 Dollars (\$_____) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however, that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct **Pecan Grove East Park Playground** (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____, 20____.

PRINCIPAL:

SURETY:

Name of Contractor

Name of Surety

Signature

Signature

Printed Name and Title

Printed Name and Title

Address

Address

City, State, Zip

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:





Lions Club Sherman

1157419-03-04 • 5.10.2024





Lions Club Sherman

1157419-03-04 • 5.10.2024



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Pecan Grove East Park





City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 7/15/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*** Resolution No. 7335**

Authorizing the City Manager or His Designee to Execution of a Special Warranty Deed for the Purchase of 1.7857 acres of land, more or less, in the Elizabeth Jones Survey, Abstract No. 625 in Sherman, Grayson County, Texas being more Particularly Described on the Attached Exhibit "A-1" Attached Hereto on and Made a Part Hereof for all Purposes

Issue:

To authorize the execution of a Special Warranty Deed from Rayburn Energy for 1.7857 acres in the Elizabeth Jones Survey, Abstract No. 625 for the widening of Interurban Parkway

Background:

Interurban Parkway is on the City Thoroughfare Plan as a minor arterial thoroughfare, which is a 90 foot wide right of way. Design of the widening of this area is complete. Acquisition of the 1.7857 acres is required to complete the construction of the widened roadway.

Origination:

Engineering Department

Financial Consideration:

The agreed price for the acquisition is \$62,713.83 in addition to closing costs.

Staff Recommendation:

Staff recommends the execution of the Special Warranty Deed be permitted

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7335
2. P-1 Rayburn Energy - MOA-signed-6-25-24
3. Rayburn SWD w Exhibits
4. Location Map

RESOLUTION NO. 7335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A SPECIAL WARRANTY DEED FOR THE PURCHASE OF 1.7857 ACRES OF LAND, MORE OR LESS, IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, IN SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT “A-1” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; 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, execute a Special Warranty Deed for Sixty-two Thousand Seven hundred thirteen dollars and 83/100 (\$62,713.83) for the purchase of 1.7857 acres of land in the Elizabeth Jones Survey, Abstract No. 625, in Sherman, Grayson County, Texas, being more particularly described in the attached Exhibit “A-1” 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 15th day of July 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

EXHIBIT "A"

77,785 SQUARE FEET (1.7857 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

BEING a 77,785 square foot (1.7857 acre) tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, in the City of Sherman, Grayson County, Texas, and being part of a called 136.508 acre tract of land described in a Special Warranty Deed to Rayburn Energy Station, LLC, as recorded in Instrument Number 2023-15920 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "TNP" (controlling monument) found for corner at the most northerly northeast corner of a called 3.734 acre tract in a Special Warranty Deed to the City of Sherman, Texas, as recorded as Instrument Number 2020-4416, O.P.R.G.C.T.;

THENCE North 60 degrees 59 minutes 18 seconds West, with the southwest line of said 136.508 acre tract and the northeasterly line of said 3.734 acre tract, a distance of 42.95 feet to a MAG Nail (controlling monument) found for an inner Ell corner of said 136.508 acre tract, the north corner of said 3.734 acre tract, same being the northeast corner of a called 0.296 acre tract of land described as Tract 2 in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Instrument Number 2020-4966, O.P.R.G.C.T., the southeast corner of the remainder of a tract of land described as Tract 1-A in Special Warranty Deed to SSCGC Holdings, LLC, as recorded in Instrument Number 2013-475, O.P.R.G.C.T., and being located in the approximate centerline of South Moore Street (a generally recognized public road) (no apparent deed of record found);

THENCE North 28 degrees 48 minutes 16 seconds East, with the common northwest line of said 136.508 acre tract, and the southeast line of the remainder of said Tract 1-A, and the approximate centerline of said South Moore Street, a distance of 1,811.04 feet to a 1/2-inch iron rod (controlling monument) found for the northwest corner of said 136.508 acre tract, and at the southwest corner of a tract of land described in a Special Warranty Deed to TXU (now known as Oncor Electric Delivery Company), as recorded in Volume 3173, Page 601, and Volume 3677, Page 600 of the Deed Records of Grayson County, Texas (D.R.G.C.T.), and on the southwest line of said Tract 1-A;

THENCE South 64 degrees 40 minutes 27 seconds East, with the northeast line of said 136.508 acre tract and the southwest line of said Oncor tract, a distance of 43.72 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the northeast corner of herein described tract and the beginning of a non-tangent curve to the left;

THENCE, departing the southwest line of said Oncor tract, over and across said 136.508 acre tract, and with said non-tangent curve to the left, through a central angle of 01 degree 00 minutes 55 seconds, a radius of 4,957.00 feet, a chord that bears South 29 degrees 18 minutes 33 seconds West, a distance of 87.84 feet, and an arc length of 87.84 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner at the point of tangency;

THENCE South 28 degrees 48 minutes 06 seconds West, continuing over and across said 136.508 acre tract, a distance of 1,726.01 feet to the **POINT OF BEGINNING** of herein described tract, containing within the metes recited 77,785 square feet (1.7857 acres) of land.

SURVEYOR NOTES:

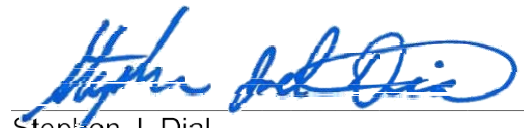
Basis of Bearings: Texas Coordinate System of 1983, North Central Zone No. 4202, North American Datum (NAD83), 2011 Adjustment, Epoch (2010.0). All distances and areas shown are surface and utilizing a combined scale factor of 1.00010712. Unit of measure is U.S. Survey Foot.

The surveyor did not abstract the subject tracts.

A parcel plat of even date was prepared in conjunction with this property description.

Surveyed on the ground October-December 2021, June 2022, and June 2023.

I, Stephen J. Dial, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and the exhibit attached hereto were prepared from an actual survey of the property performed on the ground and that the same is true and correct.



Stephen J. Dial
Registered Professional Land Surveyor
Texas No. 6697
Date: May 09, 2024
STV, Inc.
110A Roundabout Drive
Midlothian, TX 76065
TBPELS Firm Registration No. 10194115

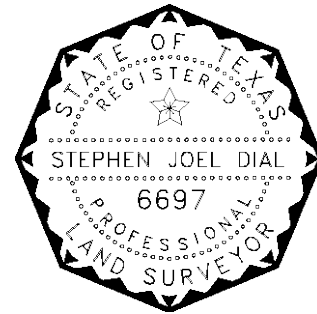
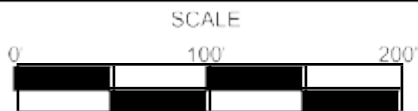


EXHIBIT "A"

77,785 SQUARE FEET (1.7857 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

MATCHLINE
(SEE PAGE 4 OF 5)



THE GROVE ADDITION
DOCUMENT NUMBER 2021-107
P.R.G.C.T.

THE GROVE ADDITION
DOCUMENT NUMBER 2021-230
P.R.G.C.T.

ALEIA COVE
(CALLED 50-FOOT WIDE RIGHT-OF-WAY)
(INSTRUMENT NUMBER 2021-107)

ROSEMARY DRIVE
(CALLED 50-FOOT WIDE RIGHT-OF-WAY)
(INSTRUMENT NUMBER 2021-107)

MAG NAIL FOUND
(C.M.)

SOUTH MOORE STREET (VARIABLE WIDTH R.O.W.)
N28°48'16"E 1,811.04'
GENERALLY RECOGNIZED PUBLIC ROAD
(NO APPARENT RECORD FOUND)

77,785 SQUARE FEET
(1.7857 ACRES)

RAYBURN ENERGY STATION, LLC
(CALLED 136.508 ACRES)
TRACT 5
INST. NO. 2023-15920
O.P.R.G.C.T.

ELIZABETH JONES SURVEY,
ABSTRACT NO. 625

1 CITY OF SHERMAN, TEXAS
(CALLED 3.734 ACRES)
INST. NO. 2020-4416
O.P.R.G.C.T.

2 CITY OF SHERMAN, TEXAS
TRACT NO. 2
(CALLED 0.296 ACRES)
INST. NO. 2020-4966
O.P.R.G.C.T.

3 SSCGC HOLDINGS, LLC
REMAINDER OF TRACT 1-A
INST. NO. 2013-475
O.P.R.G.C.T.

POINT OF BEGINNING

5/8" CIRF "TNP"
(C.M.)
N60°59'18"W
42.95' (DEED S61°11'47"E
43.00')

LEGEND

- MONUMENT FOUND (SIZE AND DESCRIPTION AS NOTED)
- 5/8" YCIRS "CP&Y"
- X — FENCE-LINE (CYRF)
- C.M. — (CAPPED) IRON ROD FOUND
- VOL. PG. — CONTROLLING MONUMENT
- INST. NO. — VOLUME, PAGE
- O.P.R.G.C.T. — INSTRUMENT NUMBER
- D.R.G.C.T. — OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
- P.R.G.C.T. — DEED RECORDS OF GRAYSON COUNTY, TEXAS
- PLAT RECORDS OF GRAYSON COUNTY, TEXAS

SURVEYOR NOTES

BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE UTILIZING A COMBINED SCALE FACTOR OF 1.00010712.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACTS.

A DESCRIPTION OF SAME SURVEY DATE HERewith ACCOMPANIES THIS DRAWING.

SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021, JUNE 2022, AND JUNE 2023.

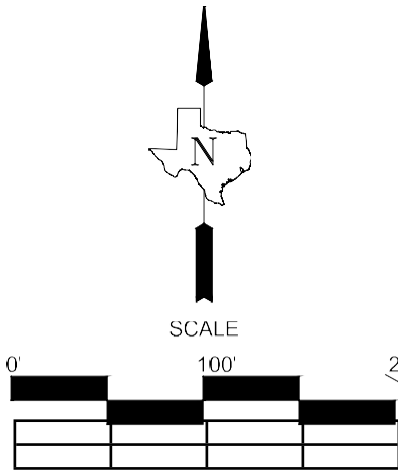


110A Roundabout Drive
Resolution No. 7355
TBPELS 10194115
214.638.0500

EXHIBIT "A"

77,785 SQUARE FEET (1.7857 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

MATCHLINE
(SEE PAGE 5 OF 5)



SSCGC HOLDINGS, LLC
REMAINDER OF TRACT 1-A
INST. NO. 2013-475
O.P.R.G.C.T.

THE GROVE ADDITION
DOCUMENT NUMBER 2021-107
P.R.G.C.T.

THE GROVE ADDITION
DOCUMENT NUMBER 2021-230
P.R.G.C.T.

CLOVER DRIVE
(CALLED 50-FOOT WIDE RIGHT-OF-WAY)
(INSTRUMENT NUMBER 2021-107)

ALEIA COVE
(CALLED 50-FOOT WIDE RIGHT-OF-WAY)
(INSTRUMENT NUMBER 2021-107)

SOUTH MOORE STREET
(VARIABLE WIDTH R.O.W.)

77,785 SQUARE FEET
(1.7857 ACRES)

ELIZABETH JONES SURVEY,
ABSTRACT NO. 625

RAYBURN ENERGY STATION, LLC
(CALLED 136.508 ACRES)
TRACT 5
INST. NO. 2023-15920
O.P.R.G.C.T.

(DEED N28°48'14"E)
N28°48'16"E 1,811.04'
GENERALLY RECOGNIZED PUBLIC ROAD
(NO APPARENT RECORD FOUND)
S28°48'06"W 1,726.01'

MATCHLINE
(SEE PAGE 3 OF 5)

5/8" YCIRS
"CD&V"

— X —
(C)IRF
C.M.
VOL., PG
INST. NO.
O.P.R.G.C.T.

MONUMENT FOUND (SIZE AND
DESCRIPTION AS NOTED)

5/8-INCH IRON ROD WITH YELLOW
PLASTIC CAP STAMPED "CD&V" SET

EDGE OF PAVEMENT
FENCE-LINE
(CAPPED) IRON ROD FOUND
CONTROLLING MONUMENT
VOLUME, PAGE
INSTRUMENT NUMBER
OFFICIAL PUBLIC RECORDS OF
GRAYSON COUNTY, TEXAS
DEED RECORDS OF GRAYSON
COUNTY, TEXAS
PLAT RECORDS OF GRAYSON
COUNTY, TEXAS

BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A
GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS
COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83
COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE
UTILIZING A COMBINED SCALE FACTOR OF 1.00010712.

A DESCRIPTION OF SAME SURVEY DATE HERewith ACCOMPANIES THIS
DRAWING

SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021, JUNE 2022, AND
JUNE 2023



110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500

EXHIBIT "A"

77,785 SQUARE FEET (1.7857 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

LOT 1, BLOCK 1
THE GROVE ADDITION
DOCUMENT NUMBER 2021-107
P.R.G.C.T.

THE GROVE ADDITION
DOCUMENT NUMBER 2021-107
P.R.G.C.T.

THE GROVE ADDITION
DOCUMENT NUMBER 2021-230
P.R.G.C.T.

ALEIA COVE
(CALLED 50-FOOT WIDE RIGHT-OF-WAY)
(INSTRUMENT NUMBER 2021-107)

BLOCK B

9

8

7

6

5

4

3

2

1

0

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4

3

2

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Memorandum of Agreement

The City of Sherman ("CITY") and **Rayburn Energy Station LLC** (collectively the "Owner") have reached a mutual agreement pertaining to CITY's request for a **Right of Way dedication** over and across Owner's property as described in the attached documents (the "Property"), in association with CITY's **Moore Street-Park Street to Center Street**.

The general terms of the AGREEMENT are as follows:

- The Owner shall convey a **Right of Way dedication** across the Property to CITY consisting of more or less 1.7857 acres (77,785 sq. ft) of land more specifically described in Exhibit "A" of said dedication document. The dedication will be acquired by CITY for a total purchase price of **Sixty-two Thousand, Seven hundred thirteen dollars and 83/100. (\$62,713.83)**.
- The Owner agrees to execute CITY's dedication document attached hereto.
- CITY shall close and fund the purchase of the dedication rights within a reasonable time period upon (i) the complete execution of the AGREEMENT and (ii) the effectuation of any subordinations or releases as required.

AGREED AND ACCEPTED:

“RAYBURN ENERGY STATION LLC”

By: DocuSigned by:
David Naylor
D8563CDBCAC5541A...

Name: David A. Naylor

Title: President

Date: 6/25/2024

Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances, if any, listed on Exhibit B, attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from and 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 successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of roadway or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

When the context requires, singular nouns and pronouns include the plural.

[Signature pages follow.]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2024.

GRANTOR:

**RAYBURN ENERGY STATION LLC,
a Delaware limited liability company**

By: _____

Name _____

Title:_____

ACKNOWLEDGEMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the under signed authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of **RAYBURN ENERGY STATION LLC, a Delaware limited liability company** 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 said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2024.

NOTARY PUBLIC, STATE OF

Notary's commission expires: _____

AGREED AND ACCEPTED:

CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager

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 _____, 2024.

Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM AND
CONTENT:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____

Name: _____
City Attorney

Special Warranty Deed- 3090- P-1 Rayburn
3261312

PARTIAL RELEASE OF LIEN

The undersigned, being the holder of the lien against all or a portion of the Property evidenced by: Instrument Number 2023-15923 hereby consents to the execution of the foregoing Deed and hereby releases the Property from the lien or lien(s) described above.

_____ ,
a

By: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, 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 said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day
of _____, 2024.

Notary Public, State of _____
My Commission Expires: _____

Exhibit B
Permitted Exceptions

1. Grantor specifically reserves from this conveyance all its rights, title and interest in all oil, gas and other minerals in and under the Property, provided that Grantor shall not be permitted to, and shall not allow any party to, drill or excavate for oil, gas and other minerals on or from the surface of the Property, but Grantor may extract oil, gas or other minerals from and under the Property by directional drilling or other means that do not interfere with or disturb Grantee's use of the Property

EXHIBIT "A"
77,785 SQUARE FEET (1.7857 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

BEING a 77,785 square foot (1.7857 acre) tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, in the City of Sherman, Grayson County, Texas, and being part of a called 136.508 acre tract of land described in a Special Warranty Deed to Rayburn Energy Station, LLC, as recorded in Instrument Number 2023-15920 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "TNP" (controlling monument) found for corner at the most northerly northeast corner of a called 3.734 acre tract in a Special Warranty Deed to the City of Sherman, Texas, as recorded as Instrument Number 2020-4416, O.P.R.G.C.T.;

THENCE North 60 degrees 59 minutes 18 seconds West, with the southwest line of said 136.508 acre tract and the northeasterly line of said 3.734 acre tract, a distance of 42.95 feet to a MAG Nail (controlling monument) found for an inner Ell corner of said 136.508 acre tract, the north corner of said 3.734 acre tract, same being the northeast corner of a called 0.296 acre tract of land described as Tract 2 in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Instrument Number 2020-4966, O.P.R.G.C.T., the southeast corner of the remainder of a tract of land described as Tract 1-A in Special Warranty Deed to SSCGC Holdings, LLC, as recorded in Instrument Number 2013-475, O.P.R.G.C.T., and being located in the approximate centerline of South Moore Street (a generally recognized public road) (no apparent deed of record found);

THENCE North 28 degrees 48 minutes 16 seconds East, with the common northwest line of said 136.508 acre tract, and the southeast line of the remainder of said Tract 1-A, and the approximate centerline of said South Moore Street, a distance of 1,811.04 feet to a 1/2-inch iron rod (controlling monument) found for the northwest corner of said 136.508 acre tract, and at the southwest corner of a tract of land described in a Special Warranty Deed to TXU (now known as Oncor Electric Delivery Company), as recorded in Volume 3173, Page 601, and Volume 3677, Page 600 of the Deed Records of Grayson County, Texas (D.R.G.C.T.), and on the southwest line of said Tract 1-A;

THENCE South 64 degrees 40 minutes 27 seconds East, with the northeast line of said 136.508 acre tract and the southwest line of said Oncor tract, a distance of 43.72 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the northeast corner of herein described tract and the beginning of a non-tangent curve to the left;

THENCE, departing the southwest line of said Oncor tract, over and across said 136.508 acre tract, and with said non-tangent curve to the left, through a central angle of 01 degree 00 minutes 55 seconds, a radius of 4,957.00 feet, a chord that bears South 29 degrees 18 minutes 33 seconds West, a distance of 87.84 feet, and an arc length of 87.84 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner at the point of tangency;

THENCE South 28 degrees 48 minutes 06 seconds West, continuing over and across said 136.508 acre tract, a distance of 1,726.01 feet to the **POINT OF BEGINNING** of herein described tract, containing within the metes recited 77,785 square feet (1.7857 acres) of land.

SURVEYOR NOTES:

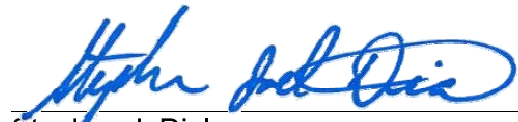
Basis of Bearings: Texas Coordinate System of 1983, North Central Zone No. 4202, North American Datum (NAD83), 2011 Adjustment, Epoch (2010.0). All distances and areas shown are surface and utilizing a combined scale factor of 1.00010712. Unit of measure is U.S. Survey Foot.

The surveyor did not abstract the subject tracts.

A parcel plat of even date was prepared in conjunction with this property description.

Surveyed on the ground October-December 2021, June 2022, and June 2023.

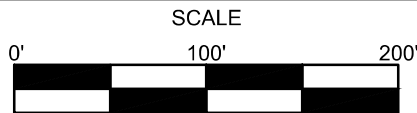
I, Stephen J. Dial, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and the exhibit attached hereto were prepared from an actual survey of the property preformed on the ground and that the same is true and correct.



Stephen J. Dial
Registered Professional Land Surveyor
Texas No. 6697
Date: May 09, 2024
STV, Inc.
110A Roundabout Drive
Midlothian, TX 76065
TBPELS Firm Registration No. 10194115

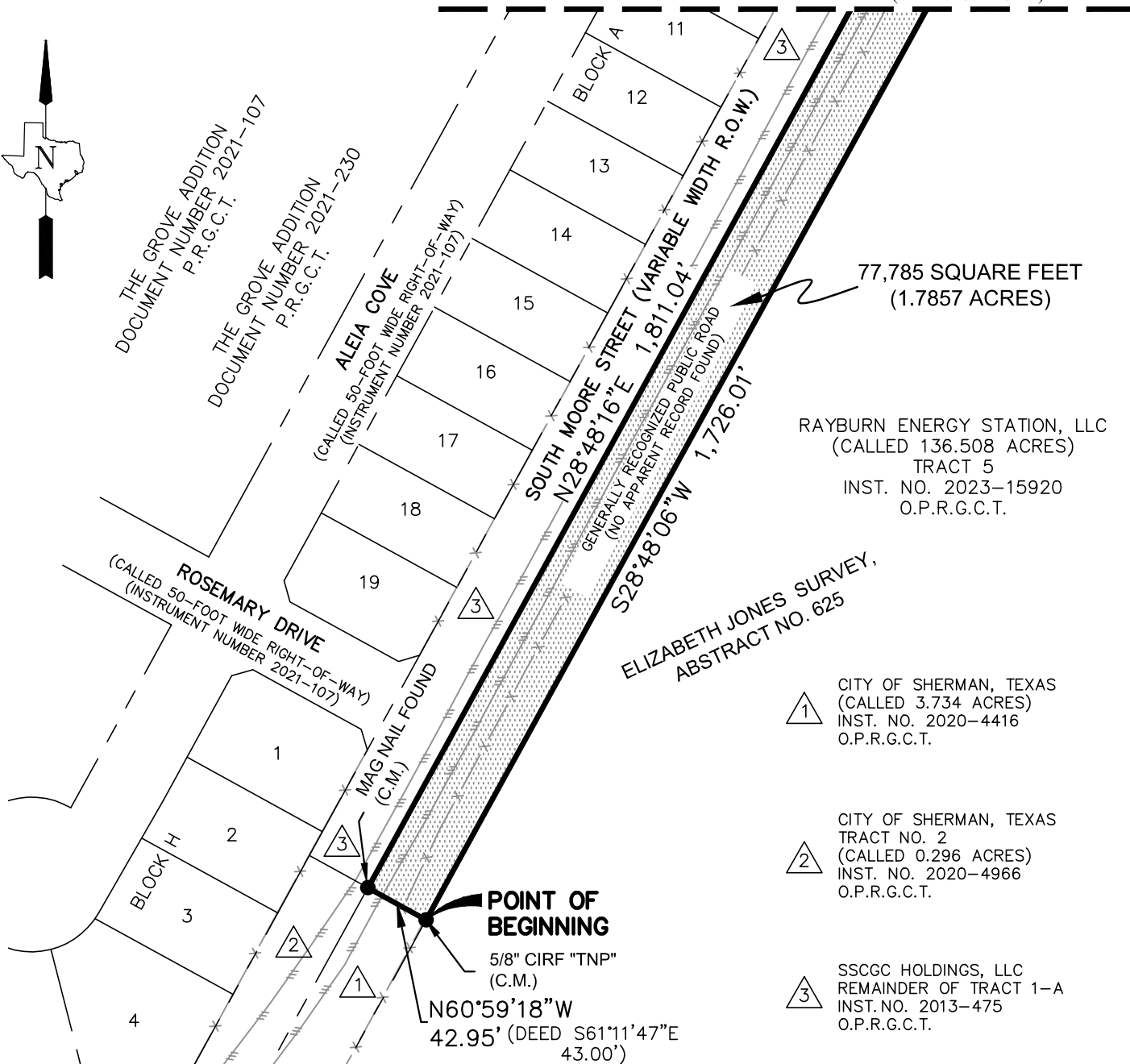


EXHIBIT "A"



77,785 SQUARE FEET (1.7857 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

MATCHLINE
(SEE PAGE 4 OF 5)



LEGEND

- MONUMENT FOUND (SIZE AND DESCRIPTION AS NOTED)
- 5/8" YCIRS "CP&Y"
- 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CP&Y" SET
- X — EDGE OF PAVEMENT
- (C)IRF — FENCE-LINE
- C.M. — (CAPPED) IRON ROD FOUND
- VOL., PG. — CONTROLLING MONUMENT
- INST. NO. — VOLUME, PAGE
- O.P.R.G.C.T. — INSTRUMENT NUMBER
- D.R.G.C.T. — OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
- P.R.G.C.T. — DEED RECORDS OF GRAYSON COUNTY, TEXAS
- PLAT RECORDS OF GRAYSON COUNTY, TEXAS

SURVEYOR NOTES:

BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE UTILIZING A COMBINED SCALE FACTOR OF 1.00010712.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACTS.

A DESCRIPTION OF SAME SURVEY DATE HERewith ACCOMPANIES THIS DRAWING.

SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021, JUNE 2022, AND JUNE 2023.



110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500

EXHIBIT "A"

77,785 SQUARE FEET (1.7857 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

MATCHLINE
(SEE PAGE 5 OF 5)



SCALE



SSCGC HOLDINGS, LLC
REMAINDER OF TRACT 1-A
INST. NO. 2013-475
O.P.R.G.C.T.

THE GROVE ADDITION
DOCUMENT NUMBER 2021-107
P.R.G.C.T.

THE GROVE ADDITION
DOCUMENT NUMBER 2021-230
P.R.G.C.T.

CLOVER DRIVE
(CALLED 50-FOOT WIDE RIGHT-OF-WAY)
(INSTRUMENT NUMBER 2021-107)

ALEIA COVE
(CALLED 50-FOOT WIDE RIGHT-OF-WAY)
(INSTRUMENT NUMBER 2021-107)

SOUTH MOORE STREET
(VARIABLE WIDTH R.O.W.)

ELIZABETH JONES SURVEY,
ABSTRACT NO. 625

RAYBURN ENERGY STATION, LLC
(CALLED 136.508 ACRES)
TRACT 5
INST. NO. 2023-15920
O.P.R.G.C.T.

MATCHLINE
(SEE PAGE 3 OF 5)

LEGEND

- MONUMENT FOUND (SIZE AND DESCRIPTION AS NOTED)
- 5/8" YCIRS "CP&Y"
- 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CP&Y" SET
- EDGE OF PAVEMENT
- X FENCE-LINE
- (C)IRF (CAPPED) IRON ROD FOUND
- C.M. CONTROLLING MONUMENT
- VOL., PG. VOLUME, PAGE
- INST. NO. INSTRUMENT NUMBER
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
- D.R.G.C.T. DEED RECORDS OF GRAYSON COUNTY, TEXAS
- P.R.G.C.T. PLAT RECORDS OF GRAYSON COUNTY, TEXAS

SURVEYOR NOTES:

BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE UTILIZING A COMBINED SCALE FACTOR OF 1.00010712.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACTS.

A DESCRIPTION OF SAME SURVEY DATE HERewith ACCOMPANIES THIS DRAWING.

SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021, JUNE 2022, AND JUNE 2023.



110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500

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05/09/2024

PAGE 4 OF 5

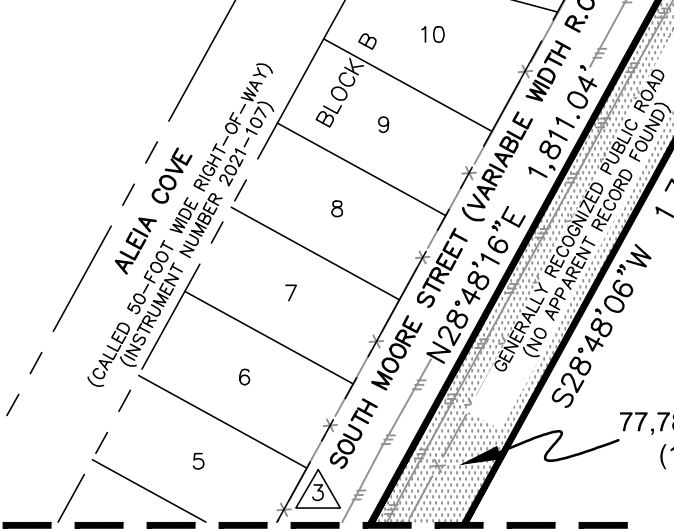
EXHIBIT "A"

77,785 SQUARE FEET (1.7857 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

LOT 1, BLOCK 1
THE GROVE ADDITION
DOCUMENT NUMBER 2021-107
P.R.G.C.T.

THE GROVE ADDITION
DOCUMENT NUMBER 2021-107
P.R.G.C.T.

THE GROVE ADDITION
DOCUMENT NUMBER 2021-230
P.R.G.C.T.



ONCOR ELECTRIC
DELIVERY COMPANY
VOL. 3173, PG. 601 D.R.G.C.T.
VOL. 3677, PG. 600 D.R.G.C.T.

$\Delta = 01^{\circ}00'55''$
 $R = 4,957.00'$
 $CB = S29^{\circ}18'33''W$
 $CH = 87.84'$
 $L = 87.84'$

RAYBURN ENERGY STATION, LLC
(CALLED 136.508 ACRES)
TRACT 5
INST. NO. 2023-15920
O.P.R.G.C.T.

ELIZABETH JONES SURVEY,
ABSTRACT NO. 625

SSCGC HOLDINGS, LLC
REMAINDER OF TRACT 1-A
INST. NO. 2013-475
O.P.R.G.C.T.

MATCHLINE
(SEE PAGE 4 OF 5)

SURVEYOR NOTES:

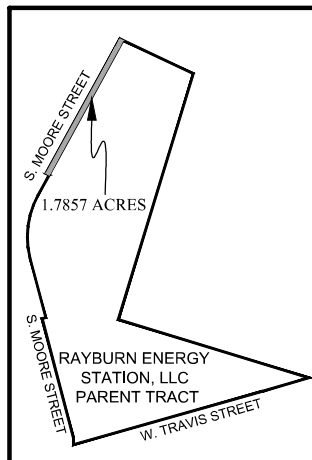
BEARINGS ARE BASED ON TRUE GEODETIC NORTH,
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THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACTS.

A DESCRIPTION OF SAME SURVEY DATE HEREWITH
ACCOMPANIES THIS DRAWING.

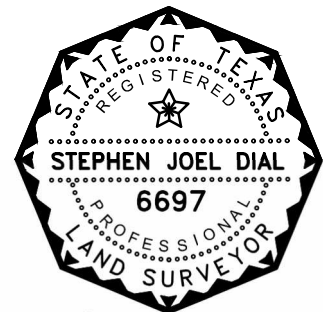
SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021,
JUNE 2022, AND JUNE 2023.

AREA MAP

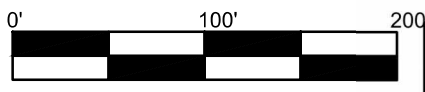


LEGEND

- MONUMENT FOUND (SIZE AND DESCRIPTION AS NOTED)
- 5/8" YCIRS "CP&Y" ● 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CP&Y" SET
- X — EDGE OF PAVEMENT
- (C)IRF (CAPPED) IRON ROD FOUND
- C.M. CONTROLLING MONUMENT
- VOL., PG. VOLUME, PAGE
- INST. NO. INSTRUMENT NUMBER
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
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- P.R.G.C.T. PLAT RECORDS OF GRAYSON COUNTY, TEXAS



SCALE



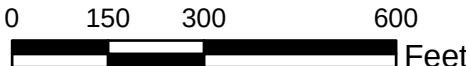
110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500

2100601

05/09/2024

PAGE 5 OF 5

ROW Dedication - Interurban Parkway





City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 7/15/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7336**

Authorizing Execution of an Interlocal Cooperation Contract with the Department of Public Safety of the State of Texas for Administration of the Failure to Appear Program.

Issue:

Authorizing Execution of an Interlocal Cooperation Contract with the Department of Public Safety of the State of Texas for Administration for the Failure to Appear Program.

Background:

The Sherman Municipal Court participates in the State of Texas Failure to Appear (FTA) program. If a person fails to appear in court after receiving a citation from an officer of the Sherman Police Department, he or she may be denied renewal of a driver's license if the citation is not otherwise resolved. The State of Texas Department of Public Safety (DPS) contracts with a vendor to provide the FTA system. This agreement is a renewal of a previous agreement.

Origination:

Mary Lawrence, CFO

Financial Consideration:

The City pays \$6.00 per person for each violation reported to the contractor but receives \$10.00 reimbursement in the event the citation is paid.

Staff Recommendation:

Staff recommends approval.

Alternatives:

The City could choose not to participate in the FTA program.

Attachments:

1. Resolution No. 7336
2. Interlocal Cooperation Contract - FTA

RESOLUTION NO. 7336

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION CONTRACT WITH THE DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS FOR ADMINISTRATION FOR THE FAILURE TO APPEAR PROGRAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute the Interlocal Cooperation Contract with the Department of Public Safety of the State of Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of July 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

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of Grayson

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Municipal Court of the (City or County) of Sherman (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Sherman Municipal Court	Department of Public Safety
Attn.:	Yolanda Kvaal	Enforcement & Compliance Service
Address:	P.O. Box 1106	5805 North Lamar Blvd., Bldg A
Address:	Sherman, TX 75091	Austin, Texas 78752-0001
Fax:		(512) 424-5311 [fax]
Email:	yolandak@CityofSherman.com	Driver.Improvement@dps.texas.gov
Phone:	903-328-3207	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

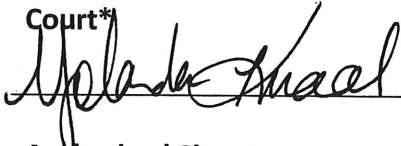
2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*



Authorized Signatory



Title



Date

Department of Public Safety

Driver License Division Chief or Designee

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.



City Council Regular Meeting

Agenda Item No. F.5.

Meeting Date: 7/15/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7337**

Authorizing Execution of a Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool.

Issue:

Authorizing Execution of a Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool.

Background:

The City has purchased Cyber Liability and Data Breach Response Coverage ("Cyber Coverage") since 2016, when the TML Risk Pool first began offering it. With the exponential increase in the frequency and severity of cyber claims, the Board of Trustees of the TML Risk Pool created a new Cyber Fund and made changes to the Pool's Coverage structure, effective on October 1, 2024. Since this fund is a separate fund from the General Liability and Real & Personal Property coverage, each member must sign a new, separate interlocal agreement to obtain the Cyber Coverage.

Origination:

Mary Lawrence, CFO

Financial Consideration:

The City will continue to pay a contribution each year to secure cyber liability and data breach response coverage. The contribution for FY2025 is \$1,875.00.

Staff Recommendation:

Staff recommends approval of the agreement.

Alternatives:

The Council could decline to participate in the Cyber Fund and thereby decline cyber liability and data breach response coverage.

Attachments:

1. Resolution No. 7337
2. TML Alert Cyber Liability and Data Breach Response Coverage (ID 393043)
3. TML IRP Cyber Liability and Data Breach Response Interlocal (ID 393042)

RESOLUTION NO. 7337

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT WITH TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL; 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 documents being properly completed and approved as to form and content by the City Attorney, to execute the Cyber Liability and Data Breach Response Interlocal Agreement with the Texas Municipal League Intergovernmental Risk Pool to form a joint self-insurance pool for the purpose of providing coverages against risks which are inherent in operating a political subdivision, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of July 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



WORKERS' COMPENSATION • PROPERTY • LIABILITY

CRITICAL ALERT:
Cyber Liability and Data Breach Response Coverage

DATE: June 7, 2024
TO: All Members with Core + (Band 2) Cyber Coverage
RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering ***Cyber Liability and Data Breach Response Coverage ("Cyber Coverage")***, cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool's Coverage structure, effective on October 1, 2024. ***Members must elect to continue coverage or "opt-in" by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.***

MEMBERS THAT DON'T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.

Included in this packet are:

1. A two-page flyer **explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.**
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A **new, separate Interlocal Agreement (contract)** to join the Pool's new Cyber Fund.

Please review the above information.

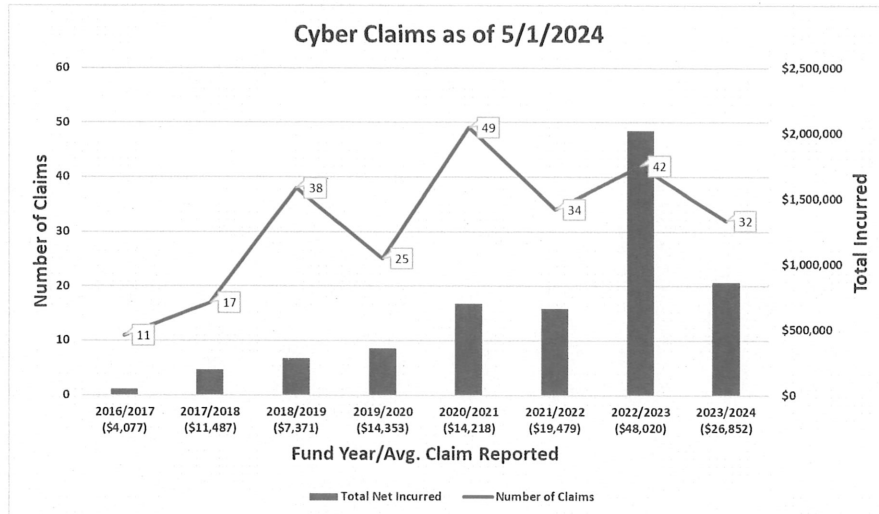
If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to underwriting@tmlirp.org or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, **for those Members who opt-in and sign the Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (rburns@tmlirp.org) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to www.tmlirp.org, click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

LIMIT PAGE

Your entity currently has **Core + Cyber** Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.

	Core	Core+
Tower 1 - Limit of Liability*	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0

Tower 2 - Limit of Liability	\$100,000	\$250,000
<u>First Party Loss</u>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<u>Third Party Loss</u>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<u>eCrime</u>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0

Tower 3 - Limit of Liability	\$100,000	\$150,000
Breach Breach Response Aggregate Limit of Liability Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0

New 2024-25 Annual Contribution	\$1,500	\$1,875
<i>Previous 2023-24 Contribution</i>	<i>\$350</i>	<i>\$483</i>

**The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.

5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.

8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.

9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.

10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.

11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.

12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.

13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.

14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.

17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name City of Sherman
Name of Contact Mary Lawrence Title CEO
Mailing Address PO Box 1106 Email Address maryl@cityofsherman.com
Street Address (if different from above) 405 N. Rust
City Sherman Zip TX Phone 75091

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Title _____ Date _____
Member's Federal Tax I.D. Number 75-6000669
This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____
Member Name _____
Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title _____ Date _____



City Council Regular Meeting

Agenda Item No. F.6.

Meeting Date: 7/15/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7338**

Awarding a Bid to and Authorizing Execution of a Contract Between Triad Service Group, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Sherman Water Treatment Plant - Concentrate Discharge System - Force Main

Issue:

To consider awarding a bid to and authorizing execution of a contract between Triad Service Group, LLC of Natchitoches, Louisiana, and the Greater Texoma Utility Authority based on an invitation to bid for the Sherman Water Treatment Plant Concentrate Discharge System Force Main.

Background:

The reverse osmosis component of the water treatment plant removes total dissolved solids from the raw water. The dissolved solids are then concentrated into a solution that must be ultimately discharged. The City has acquired a discharge permit from the TCEQ to send the liquid stream back to Lake Texoma. A lift station needed for this is currently underway. This project will install a 24-inch force main from the lift station to the discharge channel.

The project is part of the CIP budget.

Three (3) bidders responded to the request for bids. Bids were opened on June 28th, and the lowest, responsive, responsible bid in the amount of \$1,362,980.00 was submitted by Triad Service Group, LLC. The Engineer recommends awarding to this contractor. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding in the amount of \$1,362,980.00 will be provided through existing GTUA Open Market Bonds.

Staff Recommendation:

It is recommended that the bid be awarded for the Sherman Water Treatment Plant - Concentrate Discharge System - Force Main to Triad Service Group, LLC in the amount of \$1,362,980.00. It is also recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7338
2. Unsigned Agreement
3. Bid Tabulation
4. Letter of Recommendation
5. Vicinity Map

RESOLUTION NO. 7338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN TRIAD SERVICE GROUP, LLC AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE SYSTEM – FORCE MAIN; 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 Triad Service Group, LLC of Natchitoches, Louisiana, is hereby awarded the bid and the City of Sherman hereby approves the contract between said contractor and the Greater Texoma Utility Authority in the amount of One Million Three Hundred Sixty-Two Thousand Nine Hundred Eighty Dollars and Zero Cents (\$1,362,980.00) for the Sherman Water Treatment Plant - Concentrate Discharge System – Force Main; subject to all Contract Documents being properly completed and approved as to form and content.

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 15th day of July 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

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY (“GTUA”), and Triad Service Group, LLC, a limited liability company (the “CONTRACTOR”). GTUA and CONTRACTOR are sometimes referred to collectively as the “parties” or individually as a “party.”

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the “Work”). The Work is generally described as follows:

Sherman Water Treatment Plant - Concentrate Discharge System - Force Main

Article 2. ENGINEER

The Project has been designed by Pape Dawson Engineers, Plano, Texas, who is hereinafter called ENGINEER and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work must be substantially completed and ready for final payment within 210 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA \$ 420.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit a Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the Special Provisions.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board approval. In the event that the GTUA Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will

contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The “Contract Documents,” which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Solicitation for Bids
- 8.3 Instructions to Respondents
- 8.4 Certifications Required by Texas Law
- 8.5 Suspension and Debarment Certification
- 8.6 Bid Bond and Bid Bond POA
- 8.7 Statement of Respondent’s Qualifications
- 8.8 Insurance Requirement Affidavit
- 8.9 Bid Submittal
- 8.10 Resolution of Award
- 8.11 Form 1295, Certificate of Interested Parties
- 8.12 Certificate of Insurance
- 8.13 Performance Bond and POA
- 8.14 Payment Bond and POA
- 8.15 Notice to Proceed
- 8.16 Closeout Documents
- 8.17 Special Provisions
- 8.18 Technical Specification prepared or issued by the City of Sherman dated 05/22/2024.
- 8.19 Drawings, consisting of sheets numbered 1 through 32, inclusive with each sheet bearing the following general title: City of Sherman, Sherman **Water Treatment Plant - Concentrate Discharge System - Force Main**
- 8.20 Addenda numbers 1 to 1, inclusive.
- 8.21 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA (“Change Orders”). “Extra” work, “claims” invoiced as “extra” work or “claims” which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA’s authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA’S project managers are authorized to issue Contingency Allowance Authorization but GTUA’S project managers, superintendents and/or inspectors not authorized to

issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. INDEMNITY

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

IN ITS SOLE DISCRETION, **GTUA** SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY **CONTRACTOR** IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY **GTUA**, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY **GTUA** IN WRITING. **GTUA** RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, **GTUA** IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY **GTUA** IS NOT TO BE CONSTRUED AS A WAIVER OF **CONTRACTOR**’S OBLIGATION TO DEFEND **GTUA** OR AS A

WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. If CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. TERMINATION

GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

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

Article 12. MISCELLANEOUS

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman 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.
- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 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.
- 12.9 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 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.
- 12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.
- 12.12 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.
- 12.13 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.
- 12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. 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 (the "Effective Date").

GTUA: _____

CONTRACTOR: Triad Service Group, LLC

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Bid Tabulation**Project:** Sherman Water Treatment Plant - Concentrate Discharge System Force Main & Discharge Channel**Owner:** City of Sherman**Number:** 2024-02**CIP Project # 1521-U1 and 1521-U2; Bid Numbers 2023-2024-02 (FM) and 2024-06 (DC)****FORCE MAIN****Date:** 6/28/2024

				Triad Service Group, LLC.		Urban Infraconstruction, LLC		Timco Blasting and Coatings			
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	50,000.00	\$50,000.00	110,000.00	\$110,000.00	150,000.00	\$150,000.00		\$0.00
2	Site Preparation including small tree / brush removal, existing fence removal / restoration, gravel driveway, etc. complete	3	Ac	8,400.00	\$25,200.00	25,000.00	\$75,000.00	50,000.00	\$150,000.00		\$0.00
3	Remove and Relocate 12" and larger Caliper Protected Tree	4	EA	1,700.00	\$6,800.00	5,000.00	\$20,000.00	15,000.00	\$60,000.00		\$0.00
4	24-inch DR 13.5 HDPE Force Main Pipe Including Pipe Fittings, Installation, and Embedment, tested and complete	2,600	LF	300.00	\$780,000.00	285.00	\$741,000.00	780.00	\$2,028,000.00		\$0.00
5	36-inch Steel Encasement Pipe (0.531" Minimum Wall Thickness)	240	LF	800.00	\$192,000.00	1,500.00	\$360,000.00	1,200.00	\$288,000.00		\$0.00
6	12" Stone Rip Rap, Dry	70	SY	250.00	\$17,500.00	100.00	\$7,000.00	215.00	\$15,050.00		\$0.00
7	2-inch Air Release Valve & Vault	1	EA	20,000.00	\$20,000.00	5,000.00	\$5,000.00	46,500.00	\$46,500.00		\$0.00
8	20-feet Swing Gate with Gate Posts	1	LS	2,000.00	\$2,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00		\$0.00
9	Post -CCTV Inspection	2,600	LF	7.50	\$19,500.00	2.00	\$5,200.00	5.00	\$13,000.00		\$0.00
10	Trench Safety	2,360	LF	3.00	\$7,080.00	5.00	\$11,800.00	35.00	\$82,600.00		\$0.00
11	Stabilized Construction Entrance	2	EA	5,000.00	\$10,000.00	6,500.00	\$13,000.00	7,500.00	\$15,000.00		\$0.00
12	Erosion Control	2,400	LF	3.50	\$8,400.00	12.00	\$28,800.00	2.00	\$4,800.00		\$0.00
13	Rock Check Dam	1	EA	2,500.00	\$2,500.00	15,000.00	\$15,000.00	2,500.00	\$2,500.00		\$0.00
14	SWPPP Duration of Project	5	MO	1,500.00	\$7,500.00	800.00	\$4,000.00	5,000.00	\$25,000.00		\$0.00
15	Earthwork at Outlet Structure	1	LS	25,000.00	\$25,000.00	90,000.00	\$90,000.00	20,000.00	\$20,000.00		\$0.00
16	Foundation Slab	15	CY	3,200.00	\$48,000.00	5,500.00	\$82,500.00	2,500.00	\$37,500.00		\$0.00

17	Concrete Walls	25	CY	2,200.00	\$55,000.00	4,000.00	\$100,000.00	2,500.00	\$62,500.00		\$0.00
18	Aluminum Access Hatches	1	EA	7,500.00	\$7,500.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00		\$0.00
19	Aluminum Handrailing	45	LF	200.00	\$9,000.00	250.00	\$11,250.00	335.00	\$15,075.00		\$0.00
20	Contingency Allowance	1	LS	70,000.00	\$70,000.00	70,000.00	\$70,000.00	70,000.00	\$70,000.00	70,000.00	\$70,000.00
21					\$0.00		\$0.00		\$0.00		\$0.00
TOTAL BASE BID					\$1,362,980.00		\$1,764,550.00		\$3,100,525.00		\$70,000.00

July 9, 2024

Mr. Tom Pruitt
Utility Engineer
City of Sherman
220 West Mulberry Street
Sherman, TX 75090

Re: Recommendation to Award
Sherman Water Treatment Plant – Force Main
Pape-Dawson Project No. 70386-02

Dear Mr. Pruitt:

Sealed Bids, addressed to **City of Sherman**, were received at Sherman City Hall on Friday, June 28, 2024 for the above referenced project. After tabulation and review of the bids received, it is our recommendation that the project be awarded to the lowest qualified bidder, Triad Service Group, LLC, in the amount of \$1,362,980.00 (base bid, no alternates).

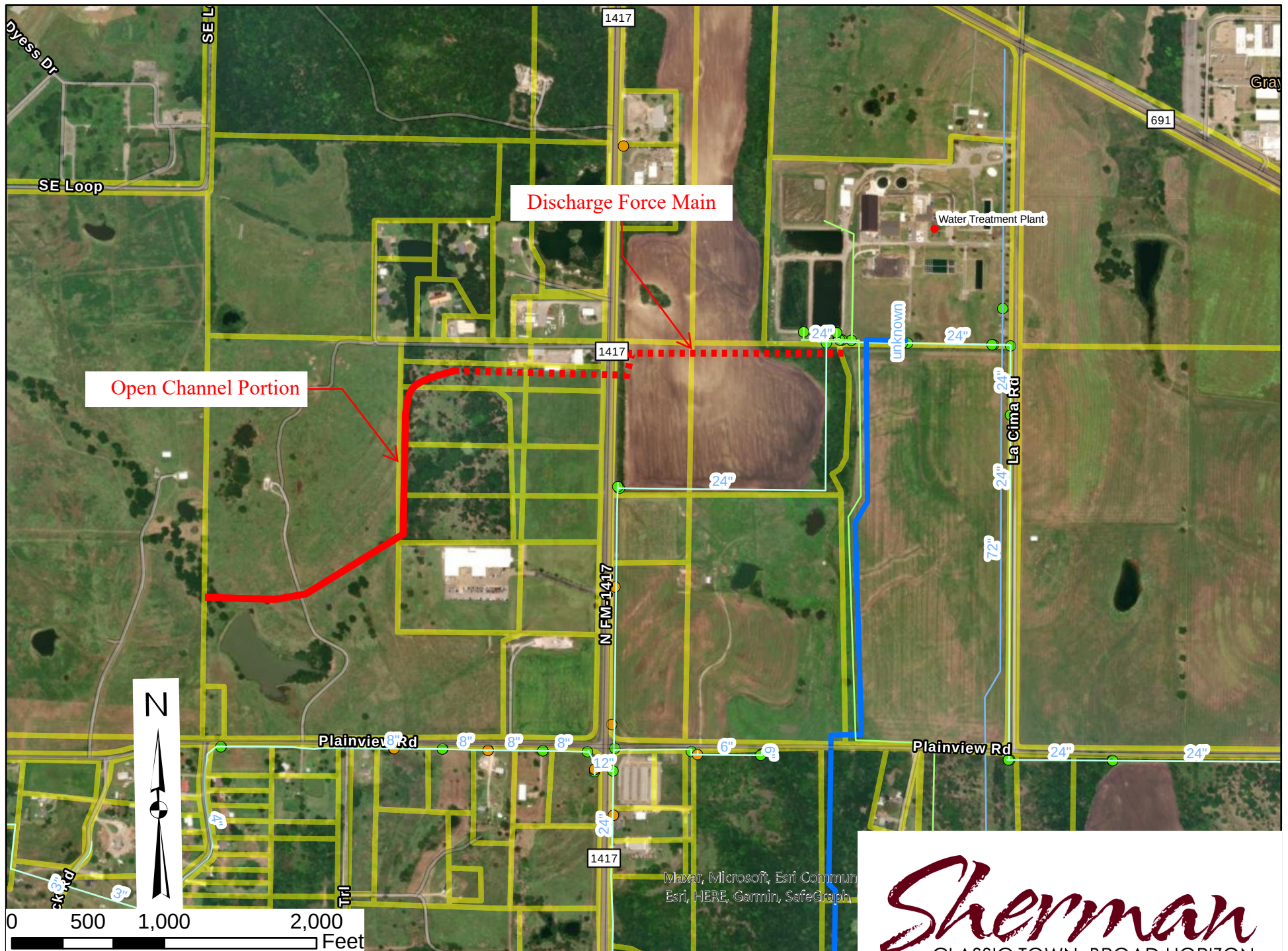
We have checked references provided by Triad Service Group, LLC, and these have been found good. We recommend awarding the project to Triad Service Group, LLC in the bid amount of \$1,362,980.00.

Sincerely,
Pape-Dawson Consulting Engineers, LLC



Santosh Gunavante, P.E.
Design Leader

cc: Derrick Gage, Triad Service Group, LLC





City Council Regular Meeting

Agenda Item No. F.7.

Meeting Date: 7/15/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7339**

Awarding a Bid to and Authorizing Execution of a Contract Between Triad Service Group, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Sherman Water Treatment Plant - Concentrate Discharge System - Discharge Channel

Issue:

To consider awarding a bid to and authorizing execution of a contract between Triad Service Group, LLC of Natchitoches, Louisiana, and the Greater Texoma Utility Authority based on an invitation to bid for the Sherman Water Treatment Plant - Concentrate Discharge System - Discharge Channel.

Background:

The reverse osmosis component of the water treatment plant removes total dissolved solids from the raw water. The dissolved solids are then concentrated into a solution that must be ultimately discharged. The City has acquired a discharge permit from the TCEQ to send the liquid stream back to Lake Texoma. The lift station for this is currently underway. This project will be the excavation of a discharge channel from the force main to a natural drainage ditch.

The project is part of the CIP budget.

Two (2) bidders responded to the request for bids. Bids were opened on June 28th, and the lowest, responsive, responsible bid in the amount of \$1,687,300.00 was submitted by Triad Service Group, LLC. The Engineer recommends awarding to this contractor. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding in the amount of \$1,687,300.00 will be provided through existing GTUA Open Market Bonds.

Staff Recommendation:

It is recommended that the bid be awarded for the Sherman Water Treatment Plant - Concentrate Discharge System - Discharge Channel to Triad Service Group, LLC in the amount of \$1,687,300.00. It is also recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7339
2. Unsigned Agreement
3. Bid Tabulation
4. Letter of Recommendation
5. Vicinity Map

RESOLUTION NO. 7339

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN TRIAD SERVICE GROUP, LLC AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE SYSTEM – DISCHARGE CHANNEL; 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 Triad Service Group, LLC of Natchitoches, Louisiana, is hereby awarded the bid and the City of Sherman hereby approves the contract between said contractor and the Greater Texoma Utility Authority in the amount of One Million Six Hundred Eighty-Seven Thousand Three Hundred Dollars and Zero Cents (\$1,687,300.00) for the Sherman Water Treatment Plant - Concentrate Discharge System – Discharge Channel; subject to all Contract Documents being properly completed and approved as to form and content.

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 15th day of July 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

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY (“GTUA”), and Triad Service Group, LLC, a limited liability company (the “CONTRACTOR”). GTUA and CONTRACTOR are sometimes referred to collectively as the “parties” or individually as a “party.”

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the “Work”). The Work is generally described as follows:

Sherman Water Treatment Plant - Concentrate Discharge System - Discharge Channel

Article 2. ENGINEER

The Project has been designed by Pape Dawson Engineers, Plano, Texas, who is hereinafter called ENGINEER and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work must be substantially completed and ready for final payment within 210 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA \$ 420.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit a Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the Special Provisions.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board approval. In the event that the GTUA Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will

contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The “Contract Documents,” which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Advertisement for Bids
- 8.3 Instructions to Respondents
- 8.4 Certifications Required by Texas Law
- 8.5 Suspension and Debarment Certification
- 8.6 Bid Bond and Bid Bond POA
- 8.7 Statement of Respondent’s Qualifications
- 8.8 Insurance Requirement Affidavit
- 8.9 Bid Submittal
- 8.10 Resolution of Award
- 8.11 Form 1295, Certificate of Interested Parties
- 8.12 Certificate of Insurance
- 8.13 Performance Bond and POA
- 8.14 Payment Bond and POA
- 8.15 Notice to Proceed
- 8.16 Maintenance Bond and POA
- 8.17 Closeout Documents
- 8.18 Special Provisions
- 8.19 Technical Specification prepared or issued by the City of Sherman dated 5/22/2024.
- 8.20 Drawings, consisting of sheets numbered 1 through 30, inclusive with each sheet bearing the following general title: City of Sherman, **Sherman Water Treatment Plant - Concentrate Discharge System - Discharge Channel**
- 8.21 Addenda numbers 1 to 1, inclusive.
- 8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA (“Change Orders”). “Extra” work, “claims” invoiced as “extra” work or “claims” which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA’s authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA’S project managers are authorized to issue Contingency Allowance Authorization but

GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. INDEMNITY

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

IN ITS SOLE DISCRETION, **GTUA** SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY **CONTRACTOR** IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY **GTUA**, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY **GTUA** IN WRITING. **GTUA** RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, **GTUA** IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY **GTUA** IS NOT TO

BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. If CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. TERMINATION

GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

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

Article 12. MISCELLANEOUS

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman 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.
- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 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.
- 12.9 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 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.
- 12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.
- 12.12 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.
- 12.13 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.
- 12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. 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 (the "Effective Date").

GTUA: _____

CONTRACTOR: Triad Service Group, LLC

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Bid Tabulation											
Project: Sherman Water Treatment Plant - Concentrate Discharge System Force Main & Discharge Channel											
Owner: City of Sherman											
Number: 2024-06											
CIP Project # 1521-U1 and 1521-U2; Bid Numbers 2023-2024-02 (FM) and 2024-06 (DC)											
DISCHARGE CHANNEL				Triad Services Group, LLC		Urban Infraconstruction, LLC					
Date: 6/28/2024				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Item	Description	Estimated Quantity									
1	Mobilization	1	LS	48,000.00	\$48,000.00	179,000.00	\$179,000.00		\$0.00		\$0.00
2	Unclassified Channel Excavation including backfill, top soil, seeding, etc., complete in place	7,200	CY	40.00	\$288,000.00	50.00	\$360,000.00		\$0.00		\$0.00
3	Site Preparation including small tree/brush removal, existing fence removal/restoration, gravel driveway, etc., complete in place	6	AC	7,200.00	\$43,200.00	25,000.00	\$150,000.00		\$0.00		\$0.00
4	Remove and Relocate 12" and Larger Caliper Protected Tree	5	EA	1,700.00	\$8,500.00	35,000.00	\$175,000.00		\$0.00		\$0.00
5	Relocation of Utility Pole and Guy Wire	2	EA	7,500.00	\$15,000.00	10,000.00	\$20,000.00		\$0.00		\$0.00
6	Turf Reinforcement Mat including installation, topsoil, seeding, etc., complete in place	9,000	SY	34.00	\$306,000.00	9.00	\$81,000.00		\$0.00		\$0.00
7	12" Thickness Grouted Rock Rip-Rap	700	SY	350.00	\$245,000.00	150.00	\$105,000.00		\$0.00		\$0.00
8	18" Thickness Grouted Rock Rip-Rap	580	SY	475.00	\$275,500.00	200.00	\$116,000.00		\$0.00		\$0.00
9	6'x2' Box Culvert	60	LF	2,050.00	\$123,000.00	3,000.00	\$180,000.00		\$0.00		\$0.00
10	4' Parallel Headwall	180	LF	400.00	\$72,000.00	2,000.00	\$360,000.00		\$0.00		\$0.00
11	6' Parallel Headwall	120	LF	650.00	\$78,000.00	2,500.00	\$300,000.00		\$0.00		\$0.00
12	Metal Beam Guard Fence	160	LF	500.00	\$80,000.00	200.00	\$32,000.00		\$0.00		\$0.00
13	Stabilized Construction Entrance	1	EA	5,000.00	\$5,000.00	6,500.00	\$6,500.00		\$0.00		\$0.00
14	Silt Fence - installation, etc., complete in place	3,600	LF	3.50	\$12,600.00	2.00	\$7,200.00		\$0.00		\$0.00
15	SWPPP Maintenance for Duration of Construction	5	MO	1,500.00	\$7,500.00	800.00	\$4,000.00		\$0.00		\$0.00
16	Contingency Allowance	1	LS	80,000.00	\$80,000.00	80,000.00	\$80,000.00	80,000.00	\$80,000.00	80,000.00	\$80,000.00

July 9, 2024

Mr. Tom Pruitt
Utility Engineer
City of Sherman
220 West Mulberry Street
Sherman, TX 75090

Re: Recommendation to Award
Sherman Water Treatment Plant – Discharge Channel
Pape-Dawson Project No. 70386-02

Dear Mr. Pruitt:

Sealed Bids, addressed to **City of Sherman**, were received at Sherman City Hall on Friday, June 28, 2024 for the above referenced project. After tabulation and review of the bids received, it is our recommendation that the project be awarded to the lowest qualified bidder, Triad Service Group, LLC, in the amount of \$1,687,300.00 (base bid, no alternates).

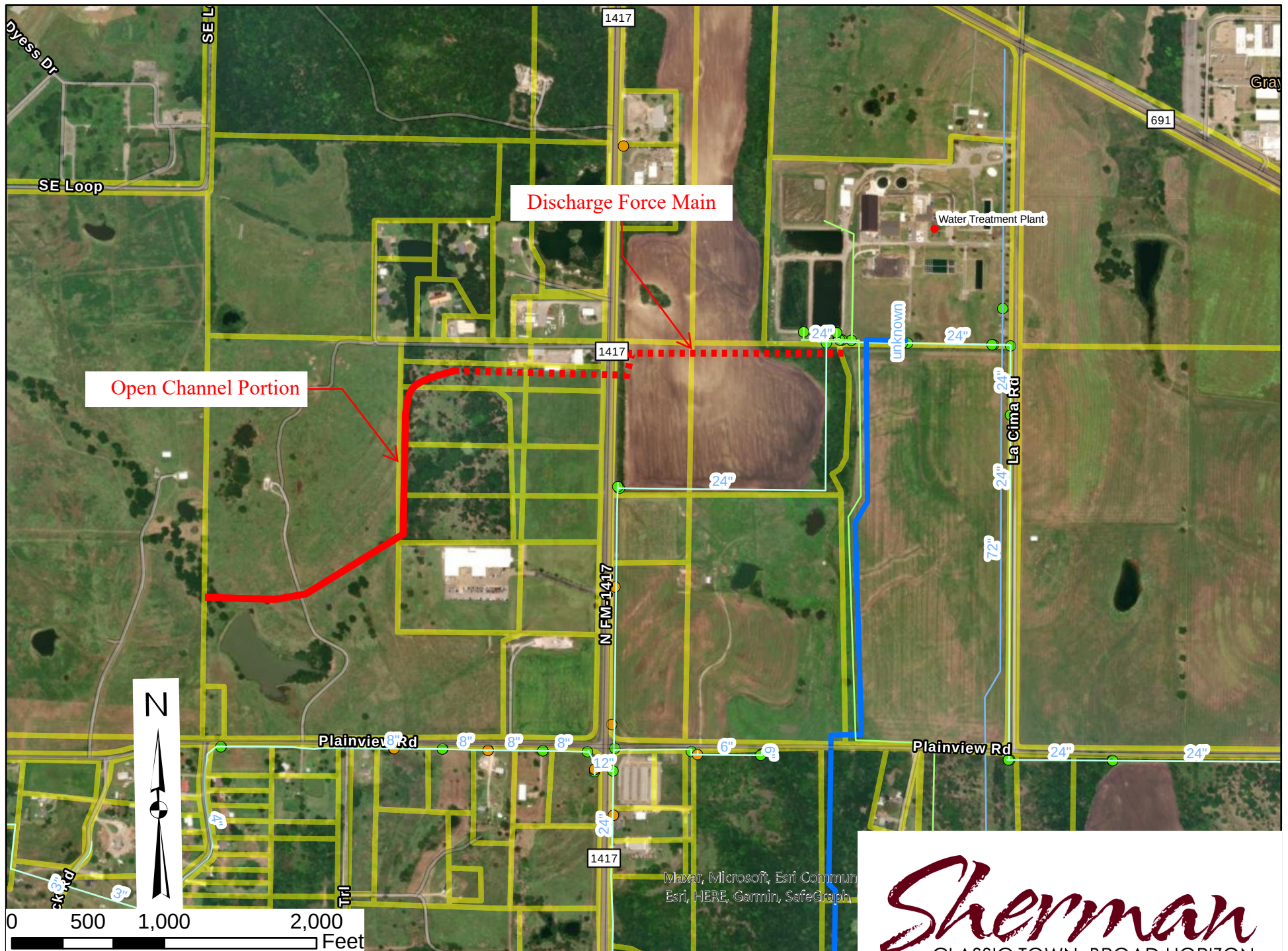
We have checked references provided by Triad Service Group, LLC, and these have been found good. We recommend awarding the project to Triad Service Group, LLC in the bid amount of \$1,687,300.00.

Sincerely,
Pape-Dawson Consulting Engineers, LLC



Santosh Gunavante, P.E.
Design Leader

cc: Derrick Gage, Triad Service Group, LLC





City Council Regular Meeting

Agenda Item No. F.8.

Meeting Date: 7/15/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7340**

Authorizing Execution of a Professional Services Agreement with Bureau Veritas for the Plan Review and Building Inspection Services for Sherman ISD High School Addition

Issue:

To consider executing a contract for Professional Services with Bureau Veritas for the Plan Review and Building Inspection Services for Sherman ISD High School Projects

Background:

SISD is doing additions on the High School Campus. City staff has determined Bureau Veritas to be the most qualified to perform plan review and inspection services.

Origination:

Development Services

Financial Consideration:

The total funding needed for this contract is \$54,052.21. This fee will be passed onto the contractor(s) responsible for the construction of the new Sherman ISD High School projects, in lieu of the building permit fee typically charged for new building construction.

Staff Recommendation:

Staff recommends awarding the bid to and authorizing execution of the contract for Professional Services to Bureau Veritas of Plano, Texas.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7340
2. 2024-07-11 - Professional Services Agreement Form_CityofSherman_SISD HS_BV

RESOLUTION NO. 7340

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, AUTHORIZING EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR SHERMAN ISD HIGH SCHOOL ADDITION; 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 Bureau Veritas is hereby awarded the City of Sherman's contract for plan review and building inspection services for Sherman ISD high school addition.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Bureau Veritas for plan review and building inspection services for Sherman ISD high school addition, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

SECTION 3. 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 15th day of July 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 BUREAU VERITAS NORTH AMERICA, INC.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of the 15th day of July, 2024, by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Bureau Veritas North America, Inc., a Delaware 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 Plan Review and Building Inspections Services for the Sherman Independent School District High School Projects ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto, and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("Change Order(s)").
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Sherman City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Change Order.
 - 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE SHERMAN CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.
- 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 A**, and incorporated herein by reference for all

purposes. The Consultant shall not be responsible for delays caused by the City or beyond the reasonable control of the Consultant.

- 1.4 **Standard of Care** – Consultant represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professionals in Consultant's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this agreement.

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. Consultant understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

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 Two Hundred and Sixty-Three Thousand, Three Hundred and Ninety-Four AND 10/100 Dollars (\$263,394.10) ("Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Budget Summary as set forth in Exhibit A.
- 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 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.
- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- 3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship, or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.
- 3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the Project and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant shall be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.
- 3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.
- 3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to

obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

- 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 Budget Summary set forth in **Exhibit A**, 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 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 in writing.

Hourly Billable Rates by Position

<i>Name</i>	<i>Position</i>	<i>Hourly Rate</i>

- 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 A**. On all submitted invoices for Services

rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall 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.

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**, Insurance Requirements, 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. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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). Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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 included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem reasonably 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 aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F**, and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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 G** 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.

The Consultant may terminate this Agreement for any material failure by City to comply with this Agreement, provided that the Consultant gives City thirty (30) days' prior written notice of its intention to terminate for such failure and affords to City an opportunity to cure such failure within said thirty (30) days.

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.

In all disputes arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

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 it at:

City of Sherman
Attention: Rob Rae, AICP
220 W. Mulberry Street
Sherman, Texas 75090

With a copy to:

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

If to Consultant, addressed to it at:

Bureau Veritas
Attention: Van Tran
1000 Jupiter Road, Suite 900
Plano, Texas, 75074
Telephone: (214) 876-6855
Email: van.tran@bureauveritas.com

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," 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 and Project Budget Summary.

12.1.2 **Reserved.**

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**, Insurance Requirements.

12.1.6 **Exhibit F**, Prohibited Interest Affidavit.

12.1.7 **Exhibit G**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit G** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** 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 Collin 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** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 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 2023-2024 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2023-2024 fiscal year unless and until such funds are budgeted.
- 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

CONSULTANT:

Bureau Veritas North America, Inc.
a Delaware Corporation

By: _____
Robby Hefton, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

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

EXHIBIT A
SCOPE OF SERVICES & PROJECT BUDGET SUMMARY

**BUILDING PLAN REVIEW & INSPECTIONS FOR SHERMAN ISD
CITY OF SHERMAN, TX**

PROJECT #TABS2024017827

JULY 11, 2024

BV's pricing reflects our commitment to the success of your project by helping you maintain significant quality and cost saving benefits moving forward. The below cost proposal demonstrates the fee required to conduct the Building and Fire plan review & inspections required by the International Building Code (IBC) and local amendments.

	Building Plan Review & Inspections	Fire Plan Review & Inspections	Site Total
Sherman High School Additions	\$ 43,552.21	\$ 10,500.00	\$ 54,052.21
TOTAL FOR SERVICES:			\$ 54,052.21

This is a lump sum fee and includes all required plan reviews and/or inspections, and re-reviews and/or re-inspections, at no additional charge. All communication and inspection requests/results are handled through BV's office personnel, then forwarded to the City in accordance with the City's directives. We will provide a Lead Inspector on-site to perform and coordinate the multiple required inspections with the assigned Inspection Team. We will be available for inspections after-hours and six-days a week.



EXHIBIT C

GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted 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.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Sherman Subdivision Ordinance Section 5.02.

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,

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

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 INSURANCE REQUIREMENTS

I. GENERAL INSURANCE REQUIREMENTS –

1. 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.
2. Such policies shall require the provision of written notice to City in accordance with policy provisions for cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
3. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

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

EXHIBIT E INSURANCE REQUIREMENTS

-
- | | | | |
|--------------|-----|---|---|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$ 1,000,000.00 each claim.▪ Minimum \$ 2,000,000.00 in the aggregate. |
| <hr/> | | | |
| ___ | 5. | Umbrella Coverage or Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$ 2,000,000.00. |
| <hr/> | | | |
| <u> X </u> | 6. | City and its officers, agents, representatives, and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| ___ | 11. | Other Insurance Requirements (State Below): | |

THE STATE OF TEXAS §
THE COUNTY OF _____

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EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 7/15/2024

Prepared By: Travis Overturf, Civil Engineer

Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 1

Sherman Downtown Wastewater Improvements - Phase 1; ANA Site Construction, LLC; \$264,299.00 Increase

Issue:

To consider approval of Change Order No. 1 with ANA Site Construction, LLC for the Sherman Downtown Wastewater Improvements - Phase 1 project

Background:

This change order is for additional work to install approximately 850 linear feet of new 6-inch water main in alleys that are having new wastewater mains installed in them. The installation of these water lines will help provide sufficient fire flow and allow the adjacent Downtown businesses to install fire suppression systems should they improve their buildings.

This change order adds 10.7% to the original contract.

Origination:

Engineering Department

Financial Consideration:

Funding needed for Change Order No. 1 is \$264,299.00.

Staff Recommendation:

It is recommended the Change Order No. 1 for the Sherman Downtown Wastewater Improvements - Phase 1 project be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Change Order No. 1
2. Project Map

Change Order

No. 1

Date of Issuance: July 8, 2024

Project: Sherman Downtown Wastewater Improvements, Phase 1	Project No.: 1502-U Bid No.: 2024-07
Owner: City of Sherman	Date of Contract: 1 April 2024
Contractor: ANA Site Construction	

The Contract Documents are modified as follows upon execution of this Change Order:

See attached Change Order #1 spreadsheet (2-pages)

Justification:

Additional scope being added to the original contract. This change order includes the addition of water mains within the same corridor as some of the proposed wastewater mains in the original contract.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$2,482,383.00	Original Contract Times: Substantial completion days: <u>200</u> Substantial completion date: <u>TBD</u>
Increase from previously approved Change Orders No. 0 to No. 0: \$0	Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial completion days: : <u>0</u> Substantial completion date: <u>TBD</u>
Contract Price prior to this Change Order: \$2,482,383.00	Contract Times prior to this Change Order: Substantial completion days: : <u>200</u> Substantial completion date: <u>TBD</u>
Increase of this Change Order: \$265,299.00	Increase of this Change Order: Substantial completion days: <u>0</u> Substantial completion date: <u>TBD</u>
Contract Price incorporating this Change Order: \$2,747,682.00	Contract Times with all approved Change Orders: Substantial completion days: : <u>200</u> Substantial completion date: <u>TBD</u>
RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____
	ACCEPTED: By: <u>Adam Darrach</u> Adam Darrach Contractor (Authorized Signature) Date: <u>07/08/2024</u>



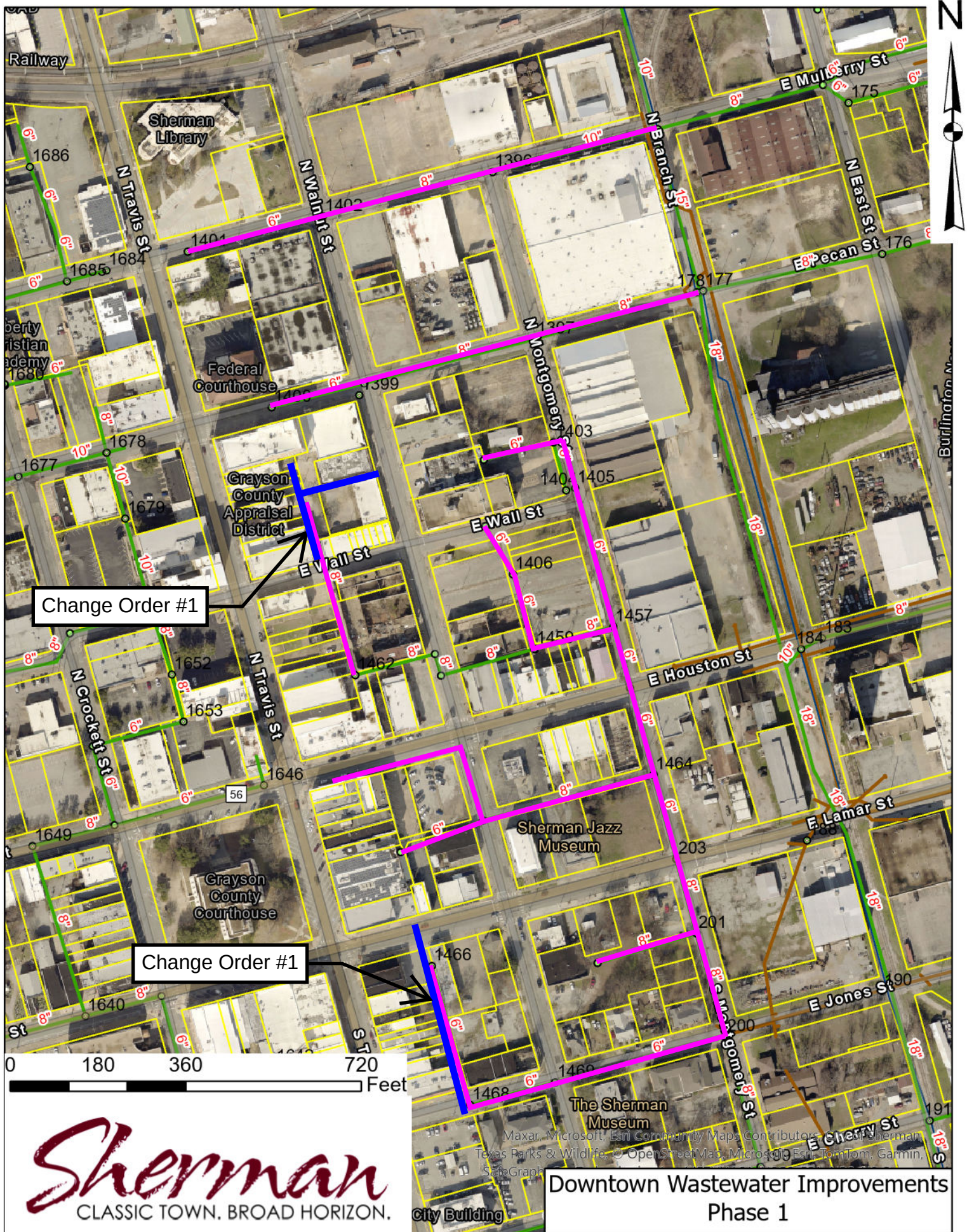
Change Order Tracking Spreadsheet

Change Order: 1 **To:**
Name of Contractor: ANA Site Construction
Owner's Address: PO Box 1212, Sherman, TX 75091
Engineer: City of Sherman
Engineer's Address: 220 W. Mulberry, Sherman, TX 75091
Project Name: Sherman Downtown Wastewater Improvements Phase 1
Project Number: 1502-U
Contract Price (Including Change Orders): \$2,747,682.00

Item No.	Description of Item	Original Bid Quantity	Unit	Original Bid Unit Price	CO #1 Quantity	Total Quantity Completed	Total Value Completed
Sherman Downtown Wastewater Improvements Phase 1							
1	Mobilization & Project Incidentals (Not to Exceed 5% of Bid Total)	1	LS	\$78,400.00			\$78,400.00
2	R.O.W. Preparation	1	LS	\$13,000.00			\$13,000.00
3	Installation and Maintenance of Barricades and Signs	1	LS	\$25,000.00			\$25,000.00
4	SWPPP and Erosion/Sediment Control	1	LS	\$14,515.00			\$14,515.00
5	Pre-Construction CCTV Inspection of San. Sewer Lines	6,387	LF	\$4.00			\$25,548.00
6	Rehab Ex. 6" San. Sewer with 8" HDPE (DR-21) San Sewer by Pipe Bursting	362	LF	\$251.00			\$90,862.00
7	Rehab Ex. 8" San. Sewer with 8" HDPE (DR-13.5) San Sewer by Pipe Bursting	296	LF	\$276.00			\$81,696.00
8	Furnish & Install 12" DR-35 PVC San. Sewer Pipe	344	LF	\$100.00			\$34,400.00
9	Furnish & Install 8" ASTM D-2241, DR-26 PVC San. Sewer Pipe	949	LF	\$75.00			\$71,175.00
10	Furnish & Install 8" DR-26 PVC (Cortalok) San. Sewer Pipe	391	LF	\$77.00			\$30,107.00
11	Furnish & Install 8" DR-35 PVC San. Sewer Pipe	4,041	LF	\$62.00			\$250,542.00
12	Furnish & Install 20" Dia., 1/4" Thick Steel Casing	15	LF	\$274.00			\$4,110.00
13	Furnish & Install 16" Dia., 1/4" Thick Steel Casing By Other Than Open Cut	142	LF	\$432.00			\$61,344.00
14	Trench Safety Design & Implementation	5,628	LF	\$4.00			\$22,512.00
15	Flowable Backfill	194	CY	\$243.00			\$47,142.00
16	Const. 4.0' Dia. Sanitary Sewer MH	32	EA	\$6,000.00			\$192,000.00
17	Abandon Ex. San. Sewer Manhole	6	EA	\$3,100.00			\$18,600.00
18	Remove Ex. San. Sewer Manhole	24	EA	\$1,300.00			\$31,200.00
19	Short Side San. Sewer Services with cleanout (DR-35 PVC)	58	EA	\$1,300.00			\$75,400.00
20	Long Side San. Sewer Services with cleanout (DR-35 PVC)	38	EA	\$1,600.00			\$60,800.00
21	Short Side San. Sewer Services with cleanout (ASTM D2241, DR-26 PVC)	47	EA	\$2,100.00			\$98,700.00
22	Additional 4" PVC San. Sewer (SDR-35) Service Line Beyond R.O.W. Line.	200	LF	\$415.00			\$83,000.00
23	Remove and Replace 6" Thick Concrete Pavement	27	SY	\$162.00			\$4,374.00
24	Remove and Replace 6" Asphalt Pavement	3910	SY	\$151.00			\$590,410.00
25	Unclassified Alley Excavation	775	LF	\$18.00			\$13,950.00
26	Construct 6" Thick Conc. Alley Pavement	970	SY	\$46.00			\$44,620.00
27	Separate Concrete Curb and Gutter	287	LF	\$37.00			\$10,619.00
28	Remove and Replace Concrete Sidewalk/Leadwalk	134	SY	\$33.00			\$4,422.00

Item No.	Description of Item	Original Bid Quantity	Unit	Original Bid Unit Price	CO #1 Quantity	Total Quantity Completed	Total Value Completed
29	Solid Sodding with 2" Top Soil	175	SY	\$13.00			\$2,275.00
30	Obstruction Removal	5	EA	\$4,100.00			\$20,500.00
31	Post Construction San. Sewer Point Repairs	100	LF	\$232.00			\$23,200.00
32	Cut & Plug Ex. Water Line (regardless of size)	6	EA	\$1,700.00			\$10,200.00
33	3/4" Water Service	5	EA	\$2,100.00			\$10,500.00
34	Furnish & Install Std Fire Hydrant Assembly	1	EA	\$12,000.00			\$12,000.00
35	Remove and Salvage Existing Fire Hydrant	1	EA	\$1,000.00			\$1,000.00
36	Furnish & Install 4" C-900 DR-18 PVC Water Pipe	50	LF	\$70.00			\$3,500.00
37	Furnish & Install 4" Gate Valve	1	EA	\$2,400.00			\$2,400.00
38	Ductile Iron Fittings	1000	LB	\$4.00			\$4,000.00
39	Connect to Existing Waterlines	3	EA	\$2,100.00			\$6,300.00
40	Grouting and Abandonment of Pipe	31	CY	\$260.00			\$8,060.00
41	Construction Contingency Allowance	1	LS	\$300,000.00			\$300,000.00
Change Order #1							
213 N Travis and 202-212 Walnut Water Line Addition							
1-CO1	Mobilization & Project Incidentals (Not to Exceed 5% of Bid Total)		LS	\$8,750.00	1		\$8,750.00
2-CO1	Installation and Maintenance of Barricades and Signs		LS	\$3,125.00	1		\$3,125.00
3-CO1	SWPPP and Erosion/Sediment Control		LS	\$1,875.00	1		\$1,875.00
4-CO1	Furnish & Install 14" Dia., 1/4" Thick Steel Casing By Other Than Open Cut		LF	\$382.00	20		\$7,640.00
5-CO1	Trench Safety Design & Implementation		LF	\$4.00	441		\$1,764.00
6-CO1	Remove and Replace 6" Thick Concrete (Driveway)		SY	\$180.00	7		\$1,260.00
7-CO1	Remove and Replace 6" Asphalt Pavement		SY	\$151.00	216		\$32,616.00
8-CO1	Remove and Replace Concrete Sidewalk/Leadwalk		SY	\$95.00	14		\$1,330.00
9-CO1	Remove and Replace ADA Ramp		EA	\$2,370.00	1		\$2,370.00
10-CO1	Solid Sodding with 2" Top Soil		SY	\$13.00	6		\$78.00
11-CO1	Furnish & Install Std Fire Hydrant Assembly		EA	\$12,000.00	1		\$12,000.00
12-CO1	Furnish & Install 6" C-900 DR-18 PVC Water Pipe		LF	\$75.00	411		\$30,825.00
13-CO1	Furnish & Install 6" Gate Valve		EA	\$2,890.00	8		\$23,120.00
14-CO1	Furnish & Install 6" C-900 DR-18 PVC Water Fire Service Line		LF	\$80.00	10		\$800.00
15-CO1	Furnish & Install 1.5" Domestic Water Service		EA	\$2,255.00	2		\$4,510.00
16-CO1	Ductile Iron Fittings		TON	\$5,500.00	0.4		\$2,200.00
17-CO1	Furnish & Install Blowoff Valve Assembly		EA	\$3,650.00	1		\$3,650.00
18-CO1	Connect to Existing Waterlines (Cut-in 6"x6" Tee)		EA	\$2,100.00	1		\$2,100.00
207 S Travis Water Line Addition							
19-CO1	Mobilization & Project Incidentals (Not to Exceed 5% of Bid Total)		LS	\$8,750.00	1		\$8,750.00
20-CO1	Installation and Maintenance of Barricades and Signs		LS	\$3,125.00	1		\$3,125.00
21-CO1	SWPPP and Erosion/Sediment Control		LS	\$1,875.00	1		\$1,875.00
22-CO1	Trench Safety Design & Implementation		LF	\$4.00	415		\$1,660.00
23-CO1	Furnish & Install 14" Dia., 1/4" Thick Steel Casing By Other Than Open Cut		LF	\$382.00	55		\$21,010.00
24-CO1	Flowable Backfill		CY	\$243.00	9		\$2,187.00
25-CO1	Remove and Replace 6" Thick Concrete Pavement		SY	\$180.00	3		\$540.00
26-CO1	Remove and Replace 6" Asphalt Pavement		SY	\$151.00	189		\$28,539.00
27-CO1	Separate Concrete Curb and Gutter		LF	\$37.00	15		\$555.00
28-CO1	Remove and Replace Concrete Sidewalk/Leadwalk		SY	\$95.00	5		\$475.00
29-CO1	Furnish & Install Std Fire Hydrant Assembly		EA	\$12,000.00	1		\$12,000.00
30-CO1	Furnish & Install 6" C-900 DR-18 PVC Water Pipe		LF	\$75.00	410		\$30,750.00
31-CO1	Furnish & Install 6" Gate Valve		EA	\$2,890.00	3		\$8,670.00
32-CO1	Furnish & Install 6" C-900 DR-18 PVC Water Fire Service Line		LF	\$80.00	5		\$400.00
33-CO1	Ductile Iron Fittings		TON	\$5,500.00	0.1		\$550.00
34-CO1	Connect to Existing Waterlines (Cut-in 6"x6" Tee)		EA	\$2,100.00	2		\$4,200.00

Original Contract	\$2,482,383.00
Adjusted Contract Total by Change Order	\$2,747,682.00
Change Order Adjustment	\$265,299.00





City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 7/15/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

Issue:

To receive the Sherman Economic Development Cororation (SEDCO) quarterly progress report from President Kent Sharp

Background:

The brief presentation by the SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the period from April 2024 to June 2024. SEDCO's last update was presented at the April 15, 2024 meeting

Origination:

City Council

Financial Consideration:

This presentation is for information purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments:

1. SEDCO Quarterly Report - July 2024

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chair: Janie Bates

Name of Vice-Chair: Scott Bandemir

Date of Report to City Council: July 15, 2024

- 1. In simple terms and as briefly as possible, please describe the mission of your board.**
 - *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.*
- 2. Please list the top accomplishments of your board within the past quarter. (Please limit the list to five or fewer items).**
 - *Resolution No. SEDCO-2024.09: Authorizes financial assistance for Coherent up to \$2,941,571.43, for the estimated \$98,052,381 capital expenditure costs for Phase I and II of the project. This assistance will be paid in seven installments to support the relocation of the diamond growth process and epi capacity from existing facilities in California and Illinois, and the establishment of a new 6" Indium Phosphide (InP) production line with capacity expansion. The company will maintain an annual average of 338 employees. Coherent will provide a paid receipt of a \$29,415.71 donation, which is 1% of the total value of the incentive, to the Advanced Manufacturing Program.*
 - *Resolution No. SEDCO-2024.07: Authorizes financial assistance for Harvest Hill Holdings, Inc., the parent company of Sunny Delight Beverages Co, up to \$290,000. This amount will be paid in two equal annual installments to support the estimated \$8,000,000 capital expenditure expansion at the Sherman facility. Company will maintain an annual average of 140 employees. Company will provide a paid receipt of a \$2,900 donation, which is 1% of the total value of the incentive, to Masterkey Ministries before the cash disbursement from SEDCO is issued.*
 - *Resolution SEDCO-2024.10: Authorizing \$50,000 Small Business Grant to Mueller Construction Company, LLC for assistance in purchasing a new fiber laser machine and electrical upgrades to their facility located at 5100 Marshall Street, Sherman.*
 - *Co-hosted the town hall meeting with the Lt. Governor Dan Patrick and Sherman Mayor David Plyer addressing the proposed Cement Kiln and Quarry within the city of Dorchester and Sherman ETJ. Kent and the Mayor took the Lt. Governor on a tour of Progress Park to show the magnitude of the semiconductor projects being built.*
 - *Held the second Women-Owned and/or Minority-Owned (WOMO) Resource Fair providing 5 business resources to the WOMO businesses.*
- 3. What are your plans for this board in the next quarter?**
 - *Compete aggressively for the attraction of new jobs and investments to the city by narrowing our focus to national and international companies within the advanced manufacturing, semiconductor, research and development, and corporate headquarters clusters.*
 - *Through the Business Retention and Expansion (BRE) Program, we will continue our BRE visits to the Sherman industries and work closely with companies that have*

announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the performance agreements.

- *Host a joint meeting with the City Council in September where the FY 23-24 Program of Work and Budget will be considered for approval.*
- *Attend the SEMICON West Tradeshow in San Francisco this July.*
- *Host the Plant Manager & Safety Leader Forum at Tyson Foods in September.*
- *Partner with the Sherman Mayor for the Mayor's Economic Development Roundtable in September.*
- *Host the Q3 Sherman WOMO Small Group Breakout Session.*
- *Continue to add contacts to the Sherman WOMO business directory.*
- *Participate in the Hispanic Heritage Festival to promote WOMO.*
- *Contact each company with a job listing on shermantxjobs.com for updates. New listings will be boosted on social media.*
- *Shannon will attend the Team Texas Economic Summit in Rockwall, TX.*
- *Ashton will participate in the first course of the Economic Development Finance Professional (EDFP) Certification Program.*
- *Sponsor the Sherman Chamber's New Teacher and Legislative Luncheons.*
- *Update the digital aerial map.*
- *Co-host the Advanced Manufacturing Program (AMP) Kick-Off with Workforce Solutions Texoma and the Denison Development Alliance.*

4. How often did this board meet in the last quarter?

- *The SEDCO Board meets on the second Tuesday of each month and holds Special Called Meetings when needed. Since our last report, the SEDCO Board has held three Regular Scheduled Board Meetings (April 9th, May 14th, June 18th).*

5. In what percentage of those meetings was a quorum of board members present?

- *100%*

6. Did any member attend less than 75% of those meetings? If so, which member and how often did they attend?

- *Janie Bates and Robin Phillips attended two of the three Regular Scheduled Board Meetings.*

7. What other information would your board like to communicate to the City Council? (Please be concise in your response).

- *Presently working 5 active projects with an estimated \$639 million CAPEX and approximately 845 new jobs.*
- *Completed three site visits and prospect calls with companies interested in relocating and/or expanding their operations to Sherman.*
- *Completed three BRE visits with Coherent, Royal Case, and Eaton.*
- *During the last quarter, the SEDCO Board approved the following:*
 - *Resolution No. SEDCO-2024.05: Opposing all permits submitted to the Texas Commission on Environmental Quality (TCEQ) and other Governmental agencies by BM Dorchester, LLC, regarding the construction of the proposed Cement Production Plant and Quarry in Dorchester, Texas.*
 - *Resolution SEDCO-2024.06: Authorizing a license agreement with Garney Companies for a laydown yard of 0.3443 acres in Progress Park II beginning with the execution of the License Agreement between SEDCO and Garney*

Companies with a term ending December 31, 2024. Garney Companies will pay \$100 to SEDCO upon execution of the License Agreement.

- Resolution No. SEDCO-2024.08: Authorizing Oncor use of a 0.9286-acre transmission line easement area within the E. Jones Survey, abstract no. 625, easement is generally located in close proximity to Northgate Drive between a retention pond and a Sherman Fire Station.*
- Resolution SEDCO-2024.11: Authorizing an agreement with Vessels Construction, a division of Vescor, Inc for the construction of approximately 1,100 LF of 10'-12' concrete road widening on each side of the existing 24' wide Howe Drive.*
- SEDCO hosted the Spring Leadership Luncheon with 20 Plant Managers and Community Leaders in attendance. This event is held twice a year.*
- Co-sponsored the Career Connection Job Fair with 37 employers and 214 job seekers in attendance.*
- Kent and Ashton met with a representative from Texas Instruments to discuss suppliers at SEMICON West. The staff will be attending this tradeshow in San Francisco this July to market Sherman to potential semiconductor suppliers.*
- Staff met with Heather Ledbetter from Oncor to discuss Progress Park electrical capabilities, upgrades, and infrastructure for future projects.*
- Met with BNSF and SEDCO board members, Scott Bandemir and Jason Brumm, to discuss the funding and payback structure of possible projects expanding into Progress Park.*
- Continued planning the Sherman Mayor's Economic Development Roundtable, met with various City Departments to discuss the State of the City video and coordinated a downtown filming to include quality of life amenities, Fairview Park, and the Sherman Public Library. This event is tentatively scheduled for September 17th.*
- Co-sponsored AMP's Year-End Celebration. This event brought together the AMP students, teachers, and partners from Sherman, Denison, and Pottsboro to celebrate the students completing the program and those advancing to the next year.*
- Kent attended the CWL Graduation and presented certificates to the AMP students.*
- Ashton completed the first two courses of the Certified Texas Economic Developer (CTED) Program (Leadership & Professionalism and Strategic Planning) at College Station.*
- Kent and Shannon attended the Texas Economic Development Council's (TEDC) Mid-Year Conference in Conroe, TX. While at the conference, Kent served on the Community Economic Development Award (CEDA) Success Stories panel.*
- SEDCO held a Plant Manager and Safety Leader 3rd quarter forum hosted at Sunny Delight with six industries in attendance.*
- Ashton and Shannon attended the Industrial Asset Management Council (IAMC) Spring Forum in Greenville, SC. While at the conference, they participated in the service project packing food boxes for seniors, and SEDCO was a co-host of the Texas dinner for site selectors and prospective companies.*
- Ashton and April attended the TEDC Women in Economic Development Conference in Round Rock.*
- Shannon participated in a panel discussion "Expanding Horizons in the Booming Reaches of Far North Texas" hosted by Dallas-Fort Worth Urban Land Institute at the Omni in Frisco.*
- Staff met with Workforce Solutions Texoma for a demonstration on the new Lightcast software to go over additional reports and data that is available for labor market, demographic, and education information.*

- *Ashton served on the hiring committee for the Sherman Chamber of Commerce President.*
- *Kent and Shannon participated in the Texoma Logistics Innovation Ecosystem-Stakeholders Meeting held at Austin College.*
- *Ashton, Shannon, and April visited Cedar Hill and Mansfield Economic Development Corporations to learn about economic development practices in other Texas cities.*
- *Participated in calls with Barbara Ireland of Texoma City Lifestyle and Jasmin Brand of 4Her Texas to discuss opportunities to partner with WOMO and highlight the WOMO initiative.*
- *Continued to update the Sherman WOMO webpage with business resources.*
- *Began planning for the next WOMO Workshop - Connecting WOMO Businesses to Resources.*
- *Kent presented at Leadership Sherman Economic Development Day.*
- *Shannon participated in the Leadership Sherman Education and Economic Development Days and graduated in May.*
- *Updated sedco.org with new data and graphics.*
- *Coordinated with 2x2 Media to film workforce/employee interview videos at four of our industries and a volunteer actor shoot in Downtown Sherman, including shots of Milieu Wine Bar, Laurel E. Boutique, Sherman Public Library, and Fairview Park.*
- *Attended Eddie Brown's retirement celebration and presented a personalized gift from SEDCO.*
- *Sponsored the Sherman Chamber of Commerce Golf Tournament.*
- *SEDCO staff participated in multiple webinars, committee meetings, and community events.*
- *Sponsored seven ads on Facebook highlighting Sherman industries, available jobs on shermantxjobs.com, Sherman WOMO, a job posting for PQD International, the Sherman community including downtown, and sedco.org:*
 - *Total Reach: 52,004*
 - *Total Link Clicks: 1,772*
 - *Total Post Engagement: 12,532*
 - *Follows or Likes: 10*



City Council Regular Meeting

Agenda Item No. H.2.

Meeting Date: 7/15/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

Other Business

Preview of the 2024-2025 Draft Budget

Issue:

Previewing the Draft Budget for the 2024-2025 fiscal year

Background:

The Draft Budget is a result of the Budget Workshop held on June 26th. Property taxes were updated for the decreased debt service of the 2024 Certificate of Obligation, increasing the property tax revenue in the General Fund. Costs in the Utility Fund decreased due to an updated estimate for chemicals for the WWTP MBR plant.

Other minor changes are also included. Reserve balances in the General Fund and Solid Waste Fund are within the City's target range at 85 days and 68 days respectively. Reserves in the Utility Fund are above the target at 121 days as part of the City's plan to build reserves for debt service coming in FY2026 - FY2029 ahead of revenues being realized from several large projects currently under construction.

The property tax rate is unchanged at \$.508/\$100 from last fiscal year. Utility rates are budgeted to increase from about 6% for residential and up to 17% for large volume users. Solid Waste rates will increase to \$15.30 for residential carts and by 5% for commercial containers. The budget includes a 4% cost-of-living adjustment for all employees plus market increases for police, fire, water treatment plant operators and technicians, and various other positions. About \$7 million in Tax Notes are planned to fund capital purchases and a street improvement program to rebuild existing streets.

On the capital projects side, staff will be doing only basic planning in FY25 for the larger General CIP projects presented at the Budget Workshop, such as the Public Works Facility and Shark Tooth Park. Staff's plan for those projects would be to scale back the expected construction activities in FY26-FY28 to include only those basic needs, while we evaluate and monitor the overall financial needs of the City's operations, especially needs that may arise in the Utility Fund. Most of the other new capital projects in FY24 and FY25 relate to streets and other infrastructure improvements.

After the Certified Totals from the Grayson Central Appraisal District are received around July 20, property taxes in the draft budget will be updated. A final budget will be presented for public hearing on August 5th with final adoption considered at the August 19th City Council meeting.

Origination:

City Manager

Financial Consideration:

The proposed Draft Budget contains appropriations of \$188.7 million for the 2024-2025 fiscal year.

Staff Recommendation:

If the draft meets with the Council's approval, the staff will present the draft budget for public hearing on August 5th. Final adoption will be considered at the August 19th meeting.

Alternatives:

The Council could make changes to the Draft Budget, subject to existing available financial resources, and subject to statutory requirements related to the timing of budget adoption.

Attachments:

1. Preview Budget 2025

City of Sherman
ALL FUNDS
2024-2025 Annual Budget

	General Funds	Enterprise Funds	Capital Improvement Funds	Special Revenue Funds	Internal Service Funds	Debt Service Funds	Trust Fund	Interfund Transfers	Totals
Beginning Fund Balance	\$ 16,619,899	\$ 8,612,046	\$ 117,124,920	\$ 1,226,959	\$ 979,975	\$ 1,233,293	\$ 2,024,841	\$ -	\$ 147,821,934
Revenues:									
Taxes	58,330,900	-	744,961	775,000	2,528,000	11,315,470	-	-	73,694,331
Water Sales	-	25,127,330	-	-	-	-	-	-	25,127,330
Sewer Sales	-	19,441,124	-	-	-	-	-	-	19,441,124
Solid Waste Service	-	10,002,000	-	-	-	-	-	-	10,002,000
Sales & Service	6,333,965	1,183,500	3,311,000	4,558,900	16,294,849	-	9,000	(16,344,119)	15,647,095
Intergovernmental	838,469	417,870	322,627	250,000	-	-	-	-	1,828,966
Interest Income	650,000	173,000	3,981,600	46,050	123,500	85,000	500	-	5,059,650
Miscellaneous Revenue	1,730,490	1,222,600	400,000	38,800	16,000	-	-	-	3,407,890
Debt Proceeds	-	343,200	29,427,300	-	3,242,538	-	-	-	33,013,038
Transfers In	14,515,063	474,000	1,263,200	-	-	1,138,000	-	(17,390,263)	-
Total Revenues	82,698,887	58,384,624	39,450,688	5,668,750	22,204,887	12,538,470	9,500	(33,734,382)	187,221,424
Total Funds Available	99,318,786	66,996,670	156,575,608	6,895,709	23,184,862	13,771,763	2,034,341	(33,734,382)	335,043,358
Expenditures:									
Personnel	44,901,880	12,984,300	-	1,107,810	2,567,860	-	-	-	61,561,850
Supplies	2,843,537	4,200,153	-	538,469	1,553,535	-	-	-	9,135,694
Repair & Maintenance	2,628,569	3,696,903	-	114,117	2,238,892	-	-	-	8,678,482
Utilities	1,470,010	2,884,240	-	45,980	90,460	-	-	-	4,490,690
Information Technology	1,572,450	579,650	-	26,300	72,700	-	-	(2,251,100)	-
Debt Service	-	10,786,399	-	-	2,975,915	13,371,596	-	-	27,133,910
Services & Charges	8,021,867	6,172,748	450,000	3,334,820	7,560,587	14,000	-	(6,474,000)	19,080,022
Vehicle Usage	2,972,400	2,604,280	-	56,290	-	-	-	(5,622,740)	10,230
Fleet Services & Charges	1,813,732	182,547	-	-	-	-	-	(1,996,279)	-
Capital Expenses	615,599	703,837	51,730,422	520,000	5,054,400	-	-	-	58,624,258
Transfers Out	8,300,000	6,673,221	1,893,000	480,000	44,042	-	-	(17,390,263)	-
Total Expenditures	75,140,044	51,468,278	54,073,422	6,223,786	22,158,392	13,385,596	-	(33,734,382)	188,715,135
Excess Revenues Over Expenditures	7,558,843	6,916,346	(14,622,734)	(555,036)	46,495	(847,126)	9,500	-	(1,493,711)
Ending Fund Balance	\$ 24,178,742	\$ 15,528,392	\$ 102,502,187	\$ 671,923	\$ 1,026,470	\$ 386,167	\$ 2,034,341	\$ -	\$ 146,328,222

City of Sherman
GENERAL FUND
2024-2025 Annual Budget

	Actual 2022-2023	Adjusted Budget 2023-2024	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 13,523,961	\$ 11,837,249	\$ 17,992,626	\$ 16,619,899
Revenues				
Property Tax	12,824,275	15,239,400	14,573,400	26,571,400
Sales Tax	29,544,513	31,250,000	30,077,000	28,500,000
Franchise Tax	3,141,868	3,362,000	3,081,000	3,081,000
Other Taxes	168,765	172,500	176,500	178,500
Fines & Penalties	662,613	624,200	628,000	663,000
Recreation	362,974	328,500	406,000	381,000
Licenses & Permits	2,874,488	2,576,000	2,329,292	1,087,465
Rentals	16,575	1,850	5,430	7,450
Cemetery	232,438	217,600	256,100	256,100
Sales & Service	2,665,484	1,686,296	2,512,706	2,357,450
Ambulance Service	1,629,725	1,332,000	1,881,500	1,881,500
Interest Income	355,877	340,000	650,000	650,000
Grant Revenue	258,129	58,200	66,845	63,225
Intergovernmental	169,482	769,650	838,202	838,469
Miscellaneous Revenue	1,062,013	229,100	432,900	1,667,265
Total Revenues	55,969,219	58,187,296	57,914,875	68,183,824
Transfers In	4,477,471	5,224,583	6,798,155	6,215,063
Total Revenues and Transfers In	60,446,690	63,411,879	64,713,030	74,398,887
Total Funds Available	73,970,651	75,249,128	82,705,656	91,018,786
Expenditures				
Personnel	36,959,550	41,638,990	41,793,400	44,901,880
Supplies	2,104,641	2,277,543	2,283,995	2,843,537
Repair & Maintenance	2,492,276	3,010,470	3,933,900	2,628,569
Utilities	1,178,066	1,372,690	1,322,100	1,470,010
Information Technology	1,157,179	1,469,120	1,395,610	1,572,450
Services & Charges	5,790,599	7,205,208	7,882,377	8,021,867
Vehicle Usage	3,169,705	2,618,387	2,705,838	2,972,400
Capital Expenses	995,228	1,279,663	1,116,730	615,599
Fleet Services & Charges	1,335,781	1,815,453	1,901,807	1,813,732
Transfers Out	795,000	1,000,000	1,750,000	8,300,000
Total Expenditures	55,978,025	63,687,524	66,085,757	75,140,044
Excess Revenues over Expenditures	4,468,665	(275,645)	(1,372,727)	(741,157)
Ending Fund Balance	\$ 17,992,626	\$ 11,561,604	\$ 16,619,899	\$ 15,878,742

City of Sherman
RISK CONTINGENCY
2024-2025 Annual Budget

	Actual 2022-2023	Adjusted Budget 2023-2024	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenues				
Transfers In	-	-	-	8,300,000
Expenditures				
Transfers Out	-	-	-	-
Excess Revenues over Expenditures	-	-	-	8,300,000
Ending Fund Balance	\$ -	\$ -	\$ -	\$ 8,300,000

City of Sherman
ENTERPRISE FUNDS
2024-2025 Annual Budget

	Actual 2022-2023	Adjusted Budget 2023-2024	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 3,635,264	\$ 6,931,175	\$9,144,186	\$8,612,046
Revenues:				
Water Sales	16,712,287	16,850,000	18,120,000	25,127,330
Sewer Sales	9,373,673	11,920,000	10,228,000	19,441,124
Solid Waste Service	7,773,899	8,012,000	8,867,000	10,002,000
Service Charges & Penalties	-	-	-	-
Laboratory	2,154	60,000	8,500	42,500
Sales & Service	1,279,365	1,218,000	1,110,000	1,141,000
Intergovernmental	408,574	410,335	410,335	417,870
Interest Income	198,052	167,000	173,000	173,000
Miscellaneous Revenue	956,431	864,000	1,102,000	1,222,600
Debt Proceeds	-	-	-	343,200
Transfers In	5,012,742	1,538,092	1,915,092	474,000
Total Revenues	41,717,176	41,039,427	41,933,927	58,384,624
Total Funds Available	45,352,440	47,970,602	51,078,113	66,996,670
Expenditures:				
Personnel	9,580,043	11,262,590	10,961,903	12,984,300
Supplies	2,096,014	2,952,466	2,809,271	4,200,153
Repair & Maintenance	3,156,790	3,537,855	5,000,348	3,696,903
Utilities	1,997,594	2,291,360	2,343,490	2,884,240
Information Technology	397,929	526,250	499,910	579,650
Services & Charges	4,070,192	4,823,975	5,160,363	6,172,748
Vehicle Usage	2,336,785	2,151,547	2,463,456	2,604,280
Debt Service	6,937,130	7,311,010	7,311,006	10,786,399
Fleet Services & Charges	802,599	234,800	234,800	182,547
Capital Expenses	537,348	438,718	359,400	703,837
Transfers Out	4,295,828	5,322,119	5,322,119	6,673,221
Total Expenditures	36,208,254	40,852,689	42,466,066	51,468,278
Excess Revenues over Expenditures	5,508,922	186,738	(532,139)	6,916,346
Ending Fund Balance	\$ 9,144,186	\$ 7,117,913	\$ 8,612,046	\$ 15,528,392

City of Sherman
CAPITAL IMPROVEMENT FUNDS
2024-2025 Annual Budget

	220	222	224	235	250	251	252	253
	General CIP City Funds	General CIP Bond Funds	Street Revolving	Regional Detention	Roadway Impact Fee #1	Roadway Impact Fee #2	Roadway Impact Fee #3	Roadway Impact Fee #4
Beginning Fund Balance	\$ 53,403	\$ 110,267,413	\$ 559,277	\$ 55,072	\$ 252,864	\$ 153,285	\$ 52,080	\$ 46,662
Revenues:								
Interest Income	10,000	3,500,000	44,000	600	6,000	27,000	1,000	110,000
Taxes	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-	-
Sales & Service	-	-	-	25,000	175,000	175,000	60,000	175,000
Miscellaneous Revenue	400,000	-	-	-	-	-	-	-
Debt Proceeds	3,427,300	26,000,000	-	-	-	-	-	-
Transfers In	-	1,000,000	-	-	-	-	-	-
Total Revenues	3,837,300	30,500,000	44,000	25,600	181,000	202,000	61,000	285,000
Total Funds Available	3,890,703	140,767,413	603,277	80,672	433,864	355,285	113,080	331,662
Expenditures								
Capital Expenses	3,774,522	45,000,000	250,000	75,000	-	-	100,000	-
Services & Charges	50,000	150,000	-	-	-	-	-	-
Transfers Out	-	-	-	-	400,000	300,000	-	300,000
Total Expenditures	3,824,522	45,150,000	250,000	75,000	400,000	300,000	100,000	300,000
Excess Revenues over Expenditures	12,778	(14,650,000)	(206,000)	(49,400)	(219,000)	(98,000)	(39,000)	(15,000)
Ending Fund Balance	\$ 66,181	\$ 95,617,413	\$ 353,277	\$ 5,672	\$ 33,864	\$ 55,285	\$ 13,080	\$ 31,662

City of Sherman
CAPITAL IMPROVEMENT FUNDS
2024-2025 Annual Budget

330	241	242	243	244	245	750	751	770
TIRZ #2	TIRZ #5	TIRZ #6	TIRZ #7	TIRZ #8	TIRZ #9	Water	Sewer	Utility CIP
Construction	Construction	Construction	Construction	Construction	Construction	Impact Fee	Impact Fee	City Funds
\$ 248,812	\$ (192,879)	\$ 589,164	\$ (298,199)	\$ -	\$ -	\$ 2,430,601	\$ 626,956	\$ 2,280,409
35,000	-	8,000	-	-	-	150,000	15,000	75,000
416,696	87,273	39,964	126,533	69,231	5,264	-	-	-
-	79,127	36,234	114,723	62,770	4,773	-	-	-
1,000	-	-	-	-	-	1,800,000	900,000	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	263,200
452,696	166,400	84,198	241,256	132,001	10,037	1,950,000	915,000	338,200
701,508	(26,479)	673,362	(56,943)	132,001	10,037	4,380,601	1,541,956	2,618,609
250,000	-	-	-	100,000	-	-	-	2,155,900
250,000	-	-	-	-	-	-	-	-
200,000	289,000	226,000	178,000	-	-	-	-	-
700,000	289,000	226,000	178,000	100,000	-	-	-	2,155,900
(247,304)	(122,600)	(141,802)	63,256	32,001	10,037	1,950,000	915,000	(1,817,700)
\$ 1,508	\$ (315,479)	\$ 447,362	\$ (234,943)	\$ 32,001	\$ 10,037	\$ 4,380,601	\$ 1,541,956	\$ 462,709

City of Sherman
CAPITAL IMPROVEMENT FUNDS
2024-2025 Annual Budget

777			
Utility CIP			
GTUA	Total		
\$ -	\$ 117,124,920		
-	3,981,600		
-	744,961		
25,000	322,627		
-	3,311,000		
-	400,000		
-	29,427,300		
-	1,263,200		
25,000	39,450,688		
25,000	156,575,608		
25,000	51,730,422		
-	450,000		
-	1,893,000		
25,000	54,073,422		
-	(14,622,734)		
\$ -	\$ 102,502,187		

City of Sherman
SPECIAL REVENUE FUNDS
2023-2024 Annual Budget

	420	430	440	450	460	470	480
	Stormwater	Bel Air Public Imp District	E 911	Security & Technology	Hotel/ Motel	Enforcement	Airport
Beginning Fund Balance	\$ 63,839	\$ 5,554	\$ 743,699	\$ 133,255	\$ (85,393)	\$ 184,113	\$ 112,311
Revenues							
Taxes	-	-	-	-	775,000	-	-
Sales & Service	888,000	2,707,500	350,000	53,400	77,000	50,000	433,000
Intergovernmental	-	-	150,000	-	-	-	100,000
Interest Income	-	4,000	26,000	2,500	-	1,800	11,000
Miscellaneous Revenue	-	-	-	-	1,500	-	-
Debt Proceeds	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-
Total Revenues	888,000	2,711,500	526,000	55,900	853,500	51,800	544,000
Total Funds Available	951,839	2,717,054	1,269,699	189,155	768,107	235,913	656,311
Expenditures							
Personnel	252,750	-	594,580	-	260,480	-	-
Supplies	5,429	-	-	47,340	20,050	50,400	396,250
Repair & Maintenance	62,750	-	-	372	30,000	12,000	8,995
Utilities	1,360	-	-	-	32,580	-	12,040
Information Technology	5,030	-	-	-	21,270	-	-
Services & Charges	22,720	2,707,000	147,743	9,000	284,000	5,000	106,357
Capital Expenses	-	-	400,000	-	-	-	100,000
Vehicle Usage	37,430	-	-	-	10,230	-	8,630
Fleet Services & Charges	-	-	-	-	-	-	-
Transfers Out	342,000	-	-	35,000	103,000	-	-
Total Expenditures	729,469	2,707,000	1,142,323	91,712	761,610	67,400	632,272
Excess Revenues over Expenditures	158,531	4,500	(616,323)	(35,812)	91,890	(15,600)	(88,272)
Ending Fund Balance	\$ 222,370	\$ 10,054	\$ 127,376	\$ 97,443	\$ 6,497	\$ 168,513	\$ 24,039

City of Sherman
SPECIAL REVENUE FUNDS
2023-2024 Annual Budget

	455	456	457	
	Parks	Police		
	Pride	Pride	Donations	Total
\$	50,255	\$ 12,440	\$ 6,887	\$ 1,226,959
-	-	-	-	775,000
-	-	-	-	4,558,900
-	-	-	-	250,000
250	400	100		46,050
13,000	11,300	13,000		38,800
-	-	-	-	-
-	-	-	-	-
13,250	11,700	13,100		5,668,750
63,505	24,140	19,987		6,895,709
-	-	-		1,107,810
-	-	19,000		538,469
-	-	-		114,117
-	-	-		45,980
-	-	-		26,300
50,000	3,000	-		3,334,820
-	20,000	-		520,000
-	-	-		56,290
-	-	-	-	-
-	-	-	-	480,000
50,000	23,000	19,000		6,223,786
(36,750)	(11,300)	(5,900)		(555,036)
\$ 13,505	\$ 1,140	\$ 987		\$ 671,923

City of Sherman
INTERNAL SERVICE FUNDS
2024-2025 Annual Budget

	600 Insurance	630 IT	650 Equipment	660 Fleet Replacement	Total
Beginning Fund Balance	\$ 399,672	\$ 143,989	\$ 20,187	\$ 416,127	\$ 979,975
Revenue					
Sales & Service	6,424,730	2,251,100	5,622,740	1,996,279	16,294,849
Taxes	-	-	-	2,528,000	2,528,000
Interest Income	30,000	3,500	-	90,000	123,500
Debt Proceeds	-	-	-	3,242,538	3,242,538
Miscellaneous Revenue	-	1,000	15,000	-	16,000
Total Revenue	6,454,730	2,255,600	5,637,740	7,856,817	22,204,887
Total Funds Available	6,854,402	2,399,589	5,657,927	8,272,944	23,184,862
Expenditures					
Personnel	-	1,167,730	1,400,130	-	2,567,860
Supplies	-	84,805	1,468,730	-	1,553,535
Repair & Maintenance	-	291,380	1,947,512	-	2,238,892
Utilities	-	63,850	26,610	-	90,460
Information Technology	-	-	72,700	-	72,700
Services & Charges	6,474,000	581,835	454,752	50,000	7,560,587
Debt Service	-	-	-	2,975,915	2,975,915
Fleet Services & Charges	-	-	-	-	-
Capital Expenses	-	61,500	223,832	4,769,068	5,054,400
Transfers Out	-	44,042	-	-	44,042
Total Expenditures	6,474,000	2,295,143	5,594,266	7,794,983	22,158,392
Excess Revenues over Expenditures	(19,270)	(39,543)	43,474	61,834	46,495
Ending Fund Balance	\$ 380,402	\$ 104,446	\$ 63,661	\$ 477,961	\$ 1,026,470

City of Sherman
DEBT SERVICE FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 61,575	\$ 1,477,806	\$ 1,233,293
Revenues			
Property Tax	6,976,388	10,408,000	11,315,470
Sales Tax	-	-	-
Transfers In	1,294,249	1,075,000	1,138,000
Interest Income	31,224	85,000	85,000
Miscellaneous Revenue	5,530	1,100	-
Total Revenues	<u>8,307,390</u>	<u>11,569,100</u>	<u>12,538,470</u>
Total Funds Available	8,368,965	13,046,906	13,771,763
Expenditures			
Debt Service	6,885,159	11,804,613	13,371,596
Services & Charges	6,000	9,000	14,000
Transfers Out	-	-	-
Total Expenditures	<u>6,891,159</u>	<u>11,813,613</u>	<u>13,385,596</u>
Excess Revenues over Expenditures	<u>1,416,231</u>	<u>(244,513)</u>	<u>(847,126)</u>
Ending Fund Balance	<u>\$ 1,477,806</u>	<u>\$ 1,233,293</u>	<u>\$ 386,167</u>

City of Sherman
TIRZ #1 DEBT SERVICE FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 389,106	\$ -	\$ -
Revenues			
Property Tax	348,415	-	-
Interest Income	34,034	-	-
Total Revenues	382,449	-	-
Total Funds Available	771,555	-	-
Expenditures			
Debt Service	323,378	-	-
Services & Charges	200	-	-
Transfers Out	447,977	-	-
Total Expenditures	771,555	-	-
Excess Revenues over Expenditures	(389,106)	-	-
Ending Fund Balance	\$ -	\$ -	\$ -

City of Sherman
PERPETUAL CARE FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 2,004,329	\$ 2,015,841	\$ 2,024,841
Revenues			
Sales & Service	10,300	9,000	9,000
Interest Income	1,212	-	500
Total Revenues	11,512	9,000	9,500
Total Funds Available	2,015,841	2,024,841	2,034,341
Expenditures			
Miscellaneous	-	-	-
Ending Fund Balance	\$ 2,015,841	\$ 2,024,841	\$ 2,034,341

City of Sherman
UTILITY FUND
2024-2025 Annual Budget

	Actual 2022-2023	Adjusted Budget 2023-2024	Projected 2023-2024	Proposed 2024-2025
Beginning Reserve	\$ 1,781,137	\$ 5,268,132	\$ 7,264,060	\$ 6,809,875
Revenues				
Water Sales	16,712,287	16,850,000	18,120,000	25,127,330
Sewer Sales	9,373,673	11,920,000	10,228,000	19,441,124
Laboratory	123,910	183,000	133,500	168,500
Service Charges & Penalties	658,132	670,000	625,000	625,000
Charges for Services	377,527	300,000	235,000	265,000
Interest Income	133,072	100,000	110,000	110,000
Intergovernmental	408,574	410,335	410,335	417,870
Miscellaneous Revenue	140,415	77,000	92,000	347,600
Debt Proceeds	-	-	-	343,200
Total Revenues	27,927,590	30,510,335	29,953,835	46,845,624
Transfers In	5,012,742	1,538,092	1,835,092	474,000
Total Revenues and Transfers In	32,940,333	32,048,427	31,788,927	47,319,624
Total Funds Available	34,721,469	37,316,559	39,052,987	54,129,499
Expenditures				
Personnel	7,463,802	8,719,960	8,557,749	10,357,350
Supplies	1,774,873	2,517,128	2,356,491	3,753,075
Repair & Maintenance	3,105,219	3,483,134	4,948,560	3,639,221
Utilities	1,935,031	2,219,890	2,275,800	2,827,530
Information Technology	305,610	411,200	390,620	456,690
Debt Service	6,937,130	7,311,010	7,311,006	10,786,399
Services & Charges	1,377,329	1,903,777	1,883,425	2,668,023
Vehicle Usage	738,533	599,096	584,488	714,580
Fleet Services & Charges	428,072	187,800	187,800	142,547
Capital Expenses	413,698	265,718	290,714	639,837
Total Expenditures	24,479,298	27,618,713	28,786,653	35,985,252
Transfers Out	2,978,112	3,456,458	3,456,458	4,626,074
Total Expenditures and Transfers Out	27,457,410	31,075,171	32,243,111	40,611,326
Excess Revenues over Expenditures	5,482,923	973,256	(454,184)	6,708,298
Ending Reserve	\$ 7,264,060	\$ 6,241,388	\$ 6,809,875	\$ 13,518,174

City of Sherman
SOLID WASTE FUND
2024-2025 Annual Budget

	Actual 2022-2023	Adjusted Budget 2023-2024	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 1,854,128	\$ 1,663,043	\$ 1,880,126	\$ 1,802,171
Revenues				
Solid Waste Service	7,773,899	8,012,000	8,867,000	10,002,000
Service Charges & Penalties	121,949	125,000	125,000	125,000
Interest Income	64,980	67,000	63,000	63,000
Miscellaneous Revenue	816,015	787,000	1,010,000	875,000
Transfers In	-	-	80,000	-
Total Revenues	8,776,843	8,991,000	10,145,000	11,065,000
Total Funds Available	10,630,971	10,654,043	12,025,126	12,867,171
Expenditures				
Personnel	2,116,241	2,542,630	2,404,154	2,626,950
Supplies	321,141	435,338	452,780	447,078
Repair & Maintenance	51,571	54,721	51,788	57,682
Utilities	62,563	71,470	67,690	56,710
Information Technology	92,320	115,050	109,290	122,960
Services & Charges	2,692,863	2,920,197	3,276,938	3,504,725
Vehicle Usage	1,598,252	1,552,451	1,878,968	1,889,700
Capital Expenses	123,650	173,000	68,686	64,000
Fleet Services & Charges	374,527	47,000	47,000	40,000
Transfers Out	1,317,716	1,865,661	1,865,661	2,047,147
Total Expenditures	8,750,845	9,777,518	10,222,955	10,856,952
Excess Revenues over Expenditures	25,998	(786,518)	(77,955)	208,048
Ending Fund Balance	\$ 1,880,126	\$ 876,525	\$ 1,802,171	\$ 2,010,219

City of Sherman
GENERAL IMPROVEMENT FUND - City Funds
2022-2023 Annual Budget

	Actual 2022-2023	Adjusted Budget 2023-2024	Projected 2023-2024	Requested 2024-2025
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ 53,403
Revenues				
Transfers In	-	1,000,000	4,224,977	-
Intergovernmental	-	-	-	-
Grant Revenue	-	-	-	-
Interest Income	-	-	10,000	10,000
Miscellaneous Revenue	-	-	50,000	400,000
Debt Proceeds	-	468,426	468,426	3,427,300
Total Revenues	-	1,468,426	4,753,403	3,837,300
Total Funds Available	-	1,468,426	4,753,403	3,890,703
Expenditures				
Capital Expenses	-	1,071,722	4,700,000	3,774,522
Services & Charges	-	-	-	50,000
Transfers Out	-	-	-	-
Total Expenditures	-	1,071,722	4,700,000	3,824,522
Excess Revenues over Expenditures	-	396,704	53,403	12,778
Ending Fund Balance	\$ -	\$ 396,704	\$ 53,403	\$ 66,181

City of Sherman
GENERAL IMPROVEMENT FUND - City Funds/Tax Notes

	Actual 2022-2023	Total Budget as of 9/30/24	Project-to-Date 5/27/2024	Requested 2024-2025
Transportation				
Projects				
(2) Street Material				1,944,000
(1) Bel Air Blvd Construction Ph I	160,393	1,500,000	1,255,797	-
(3) Pebblebrook Ph IV Drainage	447,494	545,000	544,700	-
Total	607,887	2,045,000	1,800,497	1,944,000
Funding Sources				
(1) General Fund transfers		1,500,000		-
(2) Tax Notes		-		1,944,000
(3) General CIP Fund 222 transfer		545,000		
		2,045,000		
Parks and Recreation				
Projects				
(2) Trail Development The Grove	-	50,000	-	-
(3) Expand Fairview tennis courts;	516,414	518,168	518,168	-
(1) Recreation Center Study	21,628	40,000	30,100	-
Total	538,042	608,168	548,268	-
Funding Sources				
(1) General Fund transfers		40,000		-
(2) Tax Notes		50,000		-
(3) General CIP Fund 222 transfer		518,168		-
		608,168		-
Facility Maintenance				
Projects				
(3) Auditorium Chiller	187,662	188,000	187,662	-
(3) Replace Animal Services Storage Bldg	41,943	42,000	41,943	-
(2) Outdoor Chapel	-	59,000	58,997	-
(2) Municipal Building Improvements	-	-	-	807,500
(2) Kerr East Exterior Repair	-	-	-	10,000
(2) Animal Shelter Lobby	-	-	-	100,000
(2) Animal Shelter HVAC	-	-	-	20,800
(2) Columbarium	-	-	-	45,000
(2) Mausoleum repair	-	-	-	200,000
(2) Senior Center Renovation	-	-	-	300,000
Total	229,605	289,000	288,603	1,483,300
Funding Sources				
(1) General Fund transfers		-		-
(2) Tax Notes		59,000		1,483,300
(3) General CIP Fund 222 transfer		230,000		
		289,000		1,483,300
Public Safety				
Projects				
(2) Handgun replacements	-	66,699	38,167	-
(2) Rifle replacements	-	161,727	161,083	-
(1) Call Recording Software	166,654	170,000	166,654	-
(1) Watchguard video evidence platform	92,796	294,376	379,177	97,722
Total	259,450	692,802	745,080	97,722
Funding Sources				
(1) General Fund transfers		464,376		97,722
(2) Tax Notes		228,426		-
		692,802		97,722

City of Sherman
GENERAL IMPROVEMENT FUND - City Funds/Tax Notes

	Actual 2022-2023	Total Budget as of 9/30/24	Project-to-Date 5/27/2024	Requested 2024-2025
Other				
Projects				
(1) Airport Pavement Maintenance-City	\$ -	\$ 182,500	\$ -	\$ 199,500
(1) Energov Implementation	137,137	328,000	49,013	-
(2) Rubrik Backup Device	-	150,000	128,388	-
(2) IT Storage	-	90,000	-	-
(1) Southgate Apartments Purchase	200	891,300	891,062	-
Total	137,337	1,641,800	1,068,462	199,500
Funding Sources				
(1) General Fund transfers	-	1,401,800		199,500
(2) Tax Notes	-	240,000		-
		1,641,800		199,500
Total Expenditures	\$ 1,772,321	\$ 5,276,770	\$ 4,450,911	\$ 3,724,522

City of Sherman
GENERAL IMPROVEMENT FUND - Bond Funds
2022-2023 Annual Budget

	Actual 2022-2023	Adjusted Budget 2023-2024	Projected 2023-2024	Requested 2024-2025
Beginning Fund Balance	\$ 19,968,871	\$ 87,248,866	\$ 85,892,906	\$ 110,267,413
Revenues				
Transfers In	598,720	3,200,000	1,800,000	1,000,000
Intergovernmental	-	-	-	-
Grant Revenue	-	4,600,000	-	-
Interest Income	659,584	600,000	5,000,000	3,500,000
Miscellaneous Revenue	-	1,500,000	1,500,000	-
Debt Proceeds	78,081,049	35,000,000	19,000,000	26,000,000
Total Revenues	79,339,354	44,900,000	27,300,000	30,500,000
Total Funds Available	99,308,224	132,148,866	113,192,906	140,767,413
Expenditures				
Capital Expenses	12,906,606	74,568,966	-	45,000,000
Services & Charges	283,799	200,000	150,000	150,000
Transfers Out	224,914	50,516	2,775,493	-
Total Expenditures	13,415,318	74,819,482	2,925,493	45,150,000
Excess Revenues over Expenditures	65,924,035	(29,919,482)	24,374,507	(14,650,000)
Ending Fund Balance	\$ 85,892,906	\$ 57,329,384	\$ 110,267,413	\$ 95,617,413

City of Sherman
GENERAL IMPROVEMENT FUND - Bond Funds

	Actual 2022-2023	Total Budget as of 9/30/24	Project-to-Date 5/27/2024	Requested 2024-2025
Transportation				
Projects				
Taylor St Extension Eng & ROW/McGee St Ext	\$ 479,524	\$ 2,500,000	\$ 2,693,088	\$ -
Lamberth Rd Thoroughfare	-	800,000	720,711	-
Friendship ROW 56 to Lamberth	93,730	1,400,000	988,098	-
Flanary Rd and Progress Rd Engineering	11,327	200,000	182,571	-
Moore Street	1,674,263	13,000,000	6,968,724	-
FM 1417 design/ROW - SH 56 to W. Travis	56,109	3,600,000	389,263	-
Shepherd Dr	687,630	17,632,174	7,570,979	-
Bel Air Blvd Ph II/Beach Club/London Ln	665,751	10,500,000	2,270,652	-
Major Street Rebuilds	-	1,500,000	113,087	-
Flanary Rd Alignment Study	113,530	254,185	248,789	-
Sherman St Improvements	143,874	1,200,000	156,197	-
(1) Progress Drive	-	4,300,000	-	-
(1) Flanary Road	-	5,400,000	-	-
OB Groner - west of FM 1417 Design	-	1,500,000	-	-
Blanton St Drainage-Birge to McGee	-	500,000	-	-
Center St Bridge at Post Oak Creek	-	750,000	-	-
Bridges-Center/McGee/Travis	1,820	1,500,000	791,983	-
Lamberth & Friendship-Shady Oaks thur Hickory Hill	212,105	7,450,000	2,319,355	-
FM 1417 signal at Bel Air Blvd Design	-	400,000	-	-
Heritage Ranch Ramps -Eng	-	1,000,000	75,756	-
Right-of-Way Agent	-	50,000	-	-
Three Oaks Infrastructure	-	-	-	500,000
Travis Heights/Bel Air Blvd	-	-	-	3,000,000
Pecan Grove Estates Infrastructure	-	-	-	2,000,000
Lone Star Parkway+Heritage Ranch Road	-	-	-	8,000,000
Well St Rebuild	-	700,000	-	-
Cherry St Rebuild	-	-	-	2,500,000
Washington St Rebuild	-	-	-	1,500,000
Sunset St Rebuild	-	-	-	1,500,000
Engineering	-	-	-	3,000,000
Crossroads Infrastructure (includes TxDOT participat	-	-	-	10,500,000
Total	4,139,664	76,136,359	25,489,255	32,500,000

Parks and Recreation

Projects				
Asphalt Pump Track at Binkley Park	-	362,200	362,200	-
Ballfield and Trail Lighting at PGW	21,240	1,450,000	1,361,045	-
Design "Shark Tooth Park"	-	150,000	-	-
Electrical at PGW	-	175,000	-	-
Master Plan Trail Construction	215,445	750,000	242,191	-
Northcreek Subdivision Park	226,276	500,000	373,744	-
Restroom and Concession at Fairview Park	-	500,000	-	-
Trail Lighting and Restroom and PGE	34,249	650,000	79,848	-
Creek Erosion at Westhill Cemetery	-	1,000,000	-	-
PGE Inclusive playground and parking	-	800,000	-	-
Fairview Tennis Court resurface/fence/lighting	-	100,000	-	-
Baker Park Fishing Pier	-	700,000	-	-
OSP Lighting - Phase I	-	1,500,000	-	-
PGW Splash Pad	-	1,000,000	-	-
Fairview Park playground	-	1,500,000	-	-
Hawn Park playground	-	1,000,000	44,999	-
Hawn Park Pavilion	-	200,000	-	-
Fairview Park Large Pavilion	-	200,000	-	-
Hawn Park Splash Pad	-	800,000	-	-
Turf Athletic Field	-	2,000,000	-	-
Herman Baker Park Disc Golf	-	100,000	-	-
Fairview Softball Fields Lighting	-	800,000	-	-
Total	497,209	16,237,200	2,464,026	-

City of Sherman
GENERAL IMPROVEMENT FUND - Bond Funds

	Actual 2022-2023	Total Budget as of 9/30/24	Project-to-Date 5/27/2024	Requested 2024-2025
Facilities				
Projects				
City Hall Renovation	216,403	2,900,000	297,485	
West Hill Cemetery Creek Erosion	-	-	-	2,500,000
Public Works Facility - Design				1,000,000
Total	216,403	2,900,000	297,485	3,500,000
Public Safety				
Projects				
New police HQ - Construction	6,006,776	17,700,000	17,652,833	-
Combine Fire Sta. 1 & 2	269,633	7,000,000	2,098,728	-
Public Safety Training Facility Design	-	250,000	-	1,800,000
Public Safety Training Facility Construction	-	-	-	-
Station #4 Concrete Rebuild	-	250,000	-	-
Public Safety Trunking System	4,600	3,500,000	2,255,747	-
Fire Station #5 Land	-	-	-	500,000
Fire Station #3 Remodel	-	-	-	3,000,000
Total	6,281,009	28,700,000	22,007,309	5,300,000
Drainage				
Projects				
Hills of Sherman Detention	-	500,000	-	
Lamberth Rd Drainage				1,200,000
Blanton/McGee Drainage				2,500,000
Total	-	500,000	-	3,700,000
Total Expenditures				
	\$ 11,134,285	\$ 124,473,559	\$ 50,258,074	\$ 45,000,000

City of Sherman
UTILITY IMPROVEMENT FUND - City Funds
2022-2023 Annual Budget

	Actual 2022-2023	Adjusted Budget 2023-2024	Projected 2023-2024	Requested 2024-2025
Beginning Fund Balance	\$ 4,598,068	\$ 2,560,075	\$ 1,530,832	\$ 2,280,409
Revenues				
Transfers In	1,600,000	-	-	263,200
Intergovernmental	1,582,242	-	-	-
Grant Revenue	2,427,332	-	-	-
Interest Income	283,051	300,000	185,000	75,000
Miscellaneous Revenue	1,138,108	-	1,564,577	-
Debt Proceeds	-	-	-	-
Total Revenues	7,030,732	300,000	1,749,577	338,200
Total Funds Available	11,628,800	2,860,075	3,280,409	2,618,609
Expenditures				
Capital Expenses	5,491,226	4,699,229	1,000,000	2,155,900
Transfers Out	4,606,742	-	-	-
Total Expenditures	10,097,968	4,699,229	1,000,000	2,155,900
Excess Revenues over Expenditures	(3,067,237)	(4,399,229)	749,577	(1,817,700)
Ending Fund Balance	\$ 1,530,832	\$ (1,839,154)	\$ 2,280,409	\$ 462,709

City of Sherman
UTILITY IMPROVEMENT FUND - City Funds

	Actual 2022-2023	Total Budget as of 9/30/24	Project-to- date 5/30/24	Requested 2024-2025
Projects				
(1) WWTP Sludge Thickener Replacement	\$ -	\$ 274,000	\$ 550,515	\$ -
(1) N Travis and Hwy 75 Sewer Crossing	1,459	1,100,000	127,801	-
(1) High Country Estates Water	2,967	171,620	177,830	140,000
(1) WWTP Fencing/Gate Repairs	580	75,000	16,452	-
(1) Primary Clarifier #1 Rehab Engineering	638,721	83,000	710,431	-
(1) Texoma Pkwy 12" main engineering	7,861	164,000	163,957	-
(1) Brine Line Phase II Engineering (City Funds)	35,992	126,000	102,566	-
(2) WTP Land purchase	-	3,725,636	3,723,305	-
(1) AWIA Security Upgrades @ WTP	9,700	200,000	22,104	-
(1) Upgrade High Country Estates water system	58,356	120,000	116,966	-
(1) Utility oversizing/annual replacements	-	200,000	2,965	-
(2) Ida Road ground storage tank repair	1,120,050	1,181,000	1,181,000	-
(2) WTP Land purchase (Escrow)	-	35,000	35,000	-
(1) Arapaho Sewer	1,298	210,000	208,946	-
(2) Replace Texoma Pkwy 12" water line	1,293,092	1,920,474	1,919,285	-
(1) Downtown Sewer Line Replacements Study	-	184,410	207,948	-
(2) WTP Backup Generator Construction	14,250	1,500,000	1,471,469	-
(1) Modular Office-Water Quality	199,332	203,000	199,332	-
(1) Annual line replacements	157,699	238,000	211,200	1,000,000
(1) Fairview Ground Storage Balance Line	-	170,000	-	-
(1) Lift Station Flow Metering & SCADA	-	60,000	-	-
(1) Aerial Pipe Crossing by Center St	338,450	342,500	338,450	-
(1) Water and Wastewater oversizing and Repairs	346,459	250,000	356,959	300,000
(1) Groundwater Analysis	12,500	-	105,000	-
(1) Increase 6" water line to 12" line across SH 289	-	-	-	-
(1) Water line across US 75 to stabilize EST levels	-	-	-	-
(1) Remove Build-up in WTP sludge ponds	-	-	155,057	-
(1) Abandon Preston Club WWTP & lift stations	-	-	-	175,000
(1) Conduct City lift station assessment	-	-	-	-
(1) Abandon S. Crockett lift station for gravity sewer	-	-	-	-
(1) WTP Sludge (Backwash pond dredging)	100	-	100	-
(1) 695 & Hwy 7 11 Waterline extension	62,538	-	62,538	-
(1) Lift Station - Police HQ	279,517	-	279,517	-
(1) WWTP Temporary building for new staff	-	-	-	150,000
(3) GW PLC Upgrades (4)	-	-	-	20,000
(3) GW Pump Station & Remote well security (4)	-	-	-	80,000
(3) GW Pump Station Chlorine Analyzer (4)	-	-	-	34,000
(3) GW Pump Station HSP VFD (2)	-	-	-	30,000
(3) Power Monitors for GW HSP & Wells (8)	-	-	-	68,000
(3) Pump Station Chlorine Detector (4)	-	-	-	31,200
(1) WWTP Road Replacement	-	-	-	45,000
(1) Waterline from 6" to 12" across Hwy 289	-	-	-	82,700
Total	\$ 4,580,918	\$ 12,533,640	\$ 12,446,690	\$ 2,155,900

Funding Sources

(1) Utility Fund Transfer/Reserves	\$ 4,171,530	\$ 1,892,700
(2) Grant-funded	8,362,110	-
(3) Tax Notes	-	263,200
	<u>\$ 12,533,640</u>	<u>\$ 2,155,900</u>

City of Sherman
UTILITY IMPROVEMENT FUND - GTUA Funds
2022-2023 Annual Budget

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023	Requested 2023-2024
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenues				
Transfers In	-	-	-	-
Intergovernmental	-	1,000,000	40,000	25,000
Grant Revenue	-	-	-	-
Interest Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Debt Proceeds	-	-	-	-
Total Revenues	-	1,000,000	40,000	25,000
Total Funds Available	-	1,000,000	40,000	25,000
Expenditures				
Capital Expenses	-	1,000,000	40,000	25,000
Transfers Out	-	-	-	-
Total Expenditures	-	1,000,000	40,000	25,000
Excess Revenues over Expenditures	-	-	-	-
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -

This fund accounts for expenses paid by the City and are reimbursed by the Greater Texoma Utility Authority (GTUA). The City's utility projects are funded by debt issued by GTUA with the City making contractually obligated payment to GTUA to fund debt service. GTUA makes substantially all project payments with the City making various miscellaneous payment due to the nature of the payment.

City of Sherman
UTILITY IMPROVEMENT FUND - GTUA Funds

	Total Budget as of 9/30/24	Project-to- date 5/30/24	Requested 2024-2025
Projects			
Northwest Sewer	3,008,239	2,958,217	-
Aeration Basin Upgrade & Biological Clarifier Rehab	6,524,409	5,984,714	-
WTP Concentrate Discharge (Brine Line)	16,862,135	1,289,943	-
WWTP Equalization basin	989,322	715,017	-
Texoma Pkwy sewer overflow relief	230,000	173,784	-
Moore St Sewer (through Munson Dev) (SISD \$400m)	400,000	678,533	-
Primary Clarifier #1 & Transfer Station Rehab	1,998,700	-	-
Bel Air Phase Legacy Waterline	4,720,000	974,737	-
Mustang waterline	400,000	-	-
Laboratory Expansion	2,431,231	154,544	-
WTP & Lake Texoma Backup Generator Eng & Switchgear	1,017,079	268,034	-
WWTP Backup Generator, Switchgear	112,000	112,000	-
Refurbish flocculation/sedimentation basin at WTP	27,471	-	-
Shepherd Utilities	600,000	51,226	-
Southside Industrial Sewer Replacement	7,501,000	5,441,192	-
SE Sewer Line-Rosedale to First	2,023,000	127,429	-
Wastewater Master Plan	600,000	494,879	-
Water Master Plan	300,000	210,941	-
Lake Texoma Pump Station 25MGD #1	14,272,500	1,055,564	-
Downtown Sewer Improvements	3,000,000	-	-
Shepherd EST	400,000	364,602	-
Lake Texoma Pipeline Forensic Investigation	50,000	-	-
Rex Cruz EST Rehab	575,000	20,062	-
WTP Vulnerability Assessment	200,000	60,405	-
Post Oak Creek Sanitary Sewer Improvements	5,691,800	392,660	-
Lake Texoma Pump Station Electrical Upgrade	3,523,917	1,451,446	-
5 MGD WTP North Exp (UF/RO)	15,566,127	13,368,306	-
36" Water Line west to WTP	108,383,323	23,548,717	-
15 MGD WTP, EDR to UF/RO Conversion	14,278,777	12,343,691	-
Engineering Management	13,086,662	6,767,816	7,200,000
Lead & Copper Rule Revision	671,000	510,936	270,000
WWTP Electrical System Switchgear, ATS, Generator	15,569,208	579,709	-
Emergency Backup Generator at LTPS	-	-	400,000
Heritage Ranch Sewer	500,000	-	400,000
Upsize Sewer W of Industrial Park (Post Oak Rd)	-	-	-
Post Oak WWTP Exp Feasibility Study	2,073,011	2,073,011	-
Hickory Hill Utility Improvements	2,118,993	266,013	-
Post Oak WWTP MBR 1a Industrial Expansion	217,814,867	47,643,341	57,000,000
Crossroads Sewer for Hospital	1,200,000	14,074	-
Rehab WTP EDR	19,976,000	2,180,782	-
Miscellaneous Waterline Improvements	1,750,000	-	-
Westside Sewer Improvements	1,665,000	-	-
Post Oak WWTP Expansion 1b Engineering	-	-	5,600,000
New 18" WW Line along Choctaw Creek	-	-	3,000,000
Grit Building Improvements	-	-	330,000
Stephens Ground Storage Tank Rehab	-	-	2,600,000
Wastewater Reuse Study	-	-	2,000,000
Clarifier #3 Rehab	-	-	120,000
East Side Lift Station Rehab	-	-	750,000
Shepherd Drive W main replacement	-	-	400,000

City of Sherman
UTILITY IMPROVEMENT FUND - GTUA Funds

	Total Budget as of 9/30/24	Project-to- date 5/30/24	Requested 2024-2025
Groundwater Deep Well Pump/Motor	-	-	400,000
Luella 4T Submersible pump	-	-	400,000
Sherman St Utilities replacements	-	-	320,000
Dripping Springs Rd waterline replacement	-	-	250,000
North WWTP Upgrades Study	-	-	250,000
WTP Facility Upgrades (HVAC, remodel, doors etc.)	-	-	320,000
Chemical Room Control Panel	-	-	250,000
Total	\$ 492,110,771	\$ 132,276,327	\$ 82,260,000

City of Sherman
STREET REVOLVING FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 473,300	\$ 515,277	\$ 559,277
Revenues			
Sales & Service	-	-	-
Interest Income	41,977	44,000	44,000
Total Revenues	<u>41,977</u>	<u>44,000</u>	<u>44,000</u>
Total Funds Available	515,277	559,277	603,277
Expenditures			
Capital Expenses	-	-	250,000
Total Expenditures	<u>-</u>	<u>-</u>	<u>250,000</u>
Excess Revenues over Expenditures	<u>41,977</u>	<u>44,000</u>	<u>(206,000)</u>
Ending Fund Balance	<u><u>\$ 515,277</u></u>	<u><u>\$ 559,277</u></u>	<u><u>\$ 353,277</u></u>

City of Sherman
TIRZ #2 CONSTRUCTION FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 640,372	\$ 474,092	\$ 248,812
Revenues			
Property Tax	286,493	388,720	416,696
Rentals	-	1,000	1,000
Interest Income	41,373	35,000	35,000
Total Revenues	<u>327,866</u>	<u>424,720</u>	<u>452,696</u>
Total Funds Available	968,238	898,812	701,508
Expenditures:			
Services & Charges	170,125	250,000	250,000
Capital Expenses	124,021	200,000	250,000
Transfers Out	200,000	200,000	200,000
Total Expenditures	<u>494,146</u>	<u>650,000</u>	<u>700,000</u>
Excess Revenues over Expenditures	<u>(166,280)</u>	<u>(225,280)</u>	<u>(247,304)</u>
Ending Fund Balance	<u>\$ 474,092</u>	<u>\$ 248,812</u>	<u>\$ 1,508</u>

City of Sherman
TIRZ #3 CONSTRUCTION FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 5,999	\$ 250,228	\$ -
Revenues			
Property Tax	237,502	265,144	-
Interest Income	6,727	2,200	-
Total Revenues	244,229	267,344	-
Total Funds Available	250,228	517,572	-
Expenditures			
Capital Expenses	-	200,000	-
Transfers Out	-	317,572	-
Total Expenditures	-	517,572	-
Excess Revenues over Expenditures	244,229	(250,228)	-
Ending Fund Balance	\$ 250,228	\$ -	\$ -

City of Sherman
REGIONAL DETENTION FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 269,788	\$ 54,472	\$ 55,072
Revenues			
Sales & Service	-	-	25,000
Interest Income	8,405	600	600
Total Revenues	8,405	600	25,600
Total Funds Available	278,193	55,072	80,672
Expenditures			
Capital Expenses	-	-	75,000
Transfers Out	223,720	-	-
Total Expenditures	223,720	-	75,000
Excess Revenues over Expenditures	(215,316)	600	(49,400)
Ending Fund Balance	\$ 54,472	\$ 55,072	\$ 5,672

City of Sherman
TIRZ #5 CONSTRUCTION FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 62,236	\$ (67,400)	\$ (192,879)
Revenues			
Property Tax	80,321	81,894	87,273
Intergovernmental	76,789	81,627	79,127
Interest Income	2,455	-	-
Debt Proceeds	-	-	-
Total Revenues	<u>159,564</u>	<u>163,521</u>	<u>166,400</u>
Total Funds Available	221,800	96,121	(26,479)
Expenditures			
Capital Expenses	-	-	-
Transfers Out	289,200	289,000	289,000
Total Expenditures	<u>289,200</u>	<u>289,000</u>	<u>289,000</u>
Excess Revenues over Expenditures	<u>(129,636)</u>	<u>(125,479)</u>	<u>(122,600)</u>
Ending Fund Balance	<u>\$ (67,400)</u>	<u>\$ (192,879)</u>	<u>\$ (315,479)</u>

City of Sherman
TIRZ #6 CONSTRUCTION FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 871,794	\$ 742,938	\$ 589,164
Revenues			
Property Tax	29,408	33,934	39,964
Intergovernmental	28,115	30,292	36,234
Interest Income	39,021	8,000	8,000
Total Revenues	96,544	72,226	84,198
Total Funds Available	968,338	815,164	673,362
Expenditures			
Capital Expenses	-	-	-
Transfers Out	225,400	226,000	226,000
Total Expenditures	225,400	226,000	226,000
Excess Revenues over Expenditures	(128,856)	(153,774)	(141,802)
Ending Fund Balance	\$ 742,938	\$ 589,164	\$ 447,362

City of Sherman
TIRZ #7 CONSTRUCTION FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ (200,128)	\$ (286,750)	\$ (298,199)
Revenues			
Property Tax	45,640	82,465	126,533
Intergovernmental	43,633	84,086	114,723
Interest Income	1,505	-	-
Transfers In	-	-	-
Total Revenues	<u>90,778</u>	<u>166,551</u>	<u>241,256</u>
Total Funds Available	(109,350)	(120,199)	(56,943)
Expenditures			
Capital Expenses	-	-	-
Transfers Out	177,400	178,000	178,000
Total Expenditures	<u>177,400</u>	<u>178,000</u>	<u>178,000</u>
Excess Revenues over Expenditures	<u>(86,622)</u>	<u>(11,449)</u>	<u>63,256</u>
Ending Fund Balance	<u>\$ (286,750)</u>	<u>\$ (298,199)</u>	<u>\$ (234,943)</u>

City of Sherman
TIRZ #8 CONSTRUCTION FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ -	\$ -	\$ -
Revenues			
Property Tax	-	-	69,231
Intergovernmental	-	-	62,770
Interest Income	-	-	-
Transfers In	-	-	-
Total Revenues	-	-	132,001
Total Funds Available	-	-	132,001
Expenditures			
Capital Expenses	-	-	100,000
Transfers Out	-	-	-
Total Expenditures	-	-	100,000
Excess Revenues over Expenditures	-	-	32,001
Ending Fund Balance	\$ -	\$ -	\$ 32,001

City of Sherman
TIRZ #9 CONSTRUCTION FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ -	\$ -	\$ -
Revenues			
Property Tax	-	-	5,264
Intergovernmental	-	-	4,773
Interest Income	-	-	-
Transfers In	-	-	-
Total Revenues	-	-	10,037
Total Funds Available	-	-	10,037
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	-	-	10,037
Ending Fund Balance	\$ -	\$ -	\$ 10,037

City of Sherman
ROADWAY IMPACT FEES ZONE #1
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 5,726	\$ 71,864	\$ 252,864
Revenues			
Interest Income	477	6,000	6,000
Sales & Service	65,661	175,000	175,000
Total Revenues	66,138	181,000	181,000
Total Funds Available	71,864	252,864	433,864
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	400,000
Total Expenditures	-	-	400,000
Excess Revenues over Expenditures	66,138	181,000	(219,000)
Ending Fund Balance	\$ 71,864	\$ 252,864	\$ 33,864

City of Sherman
ROADWAY IMPACT FEES ZONE #2
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 90,743	\$ 851,285	\$ 153,285
Revenues			
Interest Income	6,651	27,000	27,000
Sales & Service	753,891	175,000	175,000
Total Revenues	760,542	202,000	202,000
Total Funds Available	851,285	1,053,285	355,285
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	900,000	300,000
Total Expenditures	-	900,000	300,000
Excess Revenues over Expenditures	760,542	(698,000)	(98,000)
Ending Fund Balance	\$ 851,285	\$ 153,285	\$ 55,285

City of Sherman
ROADWAY IMPACT FEES ZONE #3
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 26,516	\$ 51,080	\$ 52,080
Revenues			
Interest Income	543	1,000	1,000
Sales & Service	24,021	-	60,000
Total Revenues	24,564	1,000	61,000
Total Funds Available	51,080	52,080	113,080
Expenditures			
Capital Expenses	-	-	100,000
Transfers Out	-	-	-
Total Expenditures	-	-	100,000
Excess Revenues over Expenditures	24,564	1,000	(39,000)
Ending Fund Balance	\$ 51,080	\$ 52,080	\$ 13,080

City of Sherman
ROADWAY IMPACT FEES ZONE #4
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ -	\$ 661,662	\$ 46,662
Revenues			
Interest Income	15,784	110,000	110,000
Sales & Service	645,878	175,000	175,000
Total Revenues	661,662	285,000	285,000
Total Funds Available	661,662	946,662	331,662
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	900,000	300,000
Total Expenditures	-	900,000	300,000
Excess Revenues over Expenditures	661,662	(615,000)	(15,000)
Ending Fund Balance	\$ 661,662	\$ 46,662	\$ 31,662

City of Sherman
WATER IMPACT FEES
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 703,708	\$ 1,903,601	\$ 2,430,601
Revenues			
Interest Income	41,599	127,000	150,000
Sales & Service	2,158,294	1,200,000	1,800,000
Total Revenues	2,199,893	1,327,000	1,950,000
Total Funds Available	2,903,601	3,230,601	4,380,601
Expenditures			
Capital Expenses	-	-	-
Transfers Out	1,000,000	800,000	-
Total Expenditures	1,000,000	800,000	-
Excess Revenues over Expenditures	1,199,893	527,000	1,950,000
Ending Fund Balance	\$ 1,903,601	\$ 2,430,601	\$ 4,380,601

City of Sherman
SEWER IMPACT FEES
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 356,076	\$ 315,956	\$ 626,956
Revenues			
Interest Income	4,039	11,000	15,000
Sales & Service	555,841	600,000	900,000
Total Revenues	559,880	611,000	915,000
Total Funds Available	915,956	926,956	1,541,956
Expenditures			
Capital Expenses	-	-	-
Transfers Out	600,000	300,000	-
Total Expenditures	600,000	300,000	-
Excess Revenues over Expenditures	(40,120)	311,000	915,000
Ending Fund Balance	\$ 315,956	\$ 626,956	\$ 1,541,956

City of Sherman
STORMWATER FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 149,169	\$ (230,909)	\$ 63,839
Revenues			
Sales & Service	445,641	880,000	888,000
Fines & Penalties	-	-	-
Interest Income	3,987	-	-
Transfers In	-	3,000	-
Total Revenues	449,628	883,000	888,000
Total Funds Available	598,797	652,091	951,839
Expenditures			
Personnel	84,974	113,728	252,750
Supplies	782	12,990	5,429
Repair & Maintenance	43,216	62,750	62,750
Utilities	-	880	1,360
Information Technology	1,592	5,380	5,030
Services & Charges	-	26,032	22,720
Capital Expenses	416,538	-	-
Vehicle Usage	8,604	38,492	37,430
Transfers Out	274,000	273,000	342,000
Fleet Services & Charges	-	55,000	-
Total Expenditures	829,706	588,252	729,469
Excess Revenues over Expenditures	(380,078)	294,749	158,531
Ending Fund Balance	\$ (230,909)	\$ 63,839	\$ 222,370

City of Sherman
BEL AIR PUBLIC IMPROVEMENT DISTRICT
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ -	\$ 211,154	\$ 5,554
Revenues			
Sales & Service	229,093	290,400	2,707,500
Interest Income	1,468	4,000	4,000
Total Revenues	230,561	294,400	2,711,500
Total Funds Available	230,561	505,554	2,717,054
Expenditures			
Services & Charges	19,407	500,000	2,707,000
Total Expenditures	19,407	500,000	2,707,000
Excess Revenues over Expenditures	211,154	(205,600)	4,500
Ending Fund Balance	\$ 211,154	\$ 5,554	\$ 10,054

City of Sherman
EMERGENCY 9-1-1 FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 521,639	\$ 476,062	\$ 743,699
Revenues			
Sales & Service	299,587	350,000	350,000
Grant Revenue	219,645	323,000	150,000
Interest Income	24,853	26,000	26,000
Total Revenues	<u>544,085</u>	<u>699,000</u>	<u>526,000</u>
Total Funds Available	1,065,724	1,175,062	1,269,699
Expenditures			
Personnel	108,310	108,363	594,580
Supplies	-	-	-
Repair & Maintenance	-	-	-
Services & Charges	145,194	135,000	147,743
Capital Expenses	336,158	188,000	400,000
Total Expenditures	<u>589,662</u>	<u>431,363</u>	<u>1,142,323</u>
Excess Revenues over Expenditures	<u>(45,577)</u>	<u>267,637</u>	<u>(616,323)</u>
Ending Fund Balance	<u>\$ 476,062</u>	<u>\$ 743,699</u>	<u>\$ 127,376</u>

City of Sherman
COURT SECURITY & TECHNOLOGY FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 92,926	\$ 150,757	\$ 133,255
Revenues			
Fines & Penalties	52,750	52,400	53,400
Interest Income	7,268	2,500	2,500
Total Revenues	<u>60,018</u>	<u>54,900</u>	<u>55,900</u>
Total Funds Available	152,944	205,657	189,155
Expenditures			
Supplies	-	24,430	47,340
Repair & Maintenance	372	372	372
Services & Charges	1,816	2,600	9,000
Capital Expenses	-	-	-
Transfers Out	-	45,000	35,000
Total Expenditures	<u>2,188</u>	<u>72,402</u>	<u>91,712</u>
Excess Revenues over Expenditures	<u>57,831</u>	<u>(17,502)</u>	<u>(35,812)</u>
Ending Fund Balance	<u><u>\$ 150,757</u></u>	<u><u>\$ 133,255</u></u>	<u><u>\$ 97,443</u></u>

City of Sherman
PARKS PRIDE FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ (15,972)	\$ 19,505	\$ 50,255
Revenues			
Miscellaneous Revenue	35,831	30,500	13,000
Interest Income	59	250	250
Total Revenues	35,890	30,750	13,250
Total Funds Available	19,918	50,255	63,505
Expenditures			
Services & Charges	414	-	50,000
Capital Expenses	-	-	-
Total Expenditures	414	-	50,000
Excess Revenues over Expenditures	35,477	30,750	(36,750)
Ending Fund Balance	\$ 19,505	\$ 50,255	\$ 13,505

City of Sherman
POLICE PRIDE FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 22,977	\$ 21,665	\$ 12,440
Revenues			
Miscellaneous Revenue	12,071	11,300	11,300
Grant Revenue	7,500	-	-
Interest Income	1,632	400	400
Total Revenues	21,203	11,700	11,700
Total Funds Available	44,180	33,365	24,140
Expenditures			
Supplies	-	-	-
Services & Charges	5,516	1,425	3,000
Capital Expenses	17,000	19,500	20,000
Total Expenditures	22,516	20,925	23,000
Excess Revenues over Expenditures	(1,312)	(9,225)	(11,300)
Ending Fund Balance	\$ 21,665	\$ 12,440	\$ 1,140

City of Sherman
DONATIONS FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 18,470	\$ 3,887	\$ 6,887
Revenues			
Miscellaneous Revenue	12,465	13,000	13,000
Interest Income	1,262	-	100
Total Revenues	13,727	13,000	13,100
Total Funds Available	32,197	16,887	19,987
Expenditures			
Supplies	28,310	10,000	19,000
Excess Revenues over Expenditures	(14,583)	3,000	(5,900)
Ending Fund Balance	\$ 3,887	\$ 6,887	\$ 987

City of Sherman
HOTEL/MOTEL TAX FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 131,200	\$ (28,222)	\$ (85,393)
Revenues			
Hotel-Motel Taxes	741,110	773,000	775,000
Fines & Penalties	498	-	-
Miscellaneous Revenue	1,554	1,500	1,500
Interest Income	1,062	100	-
Sales & Service	59,907	60,000	60,000
Rentals	23,880	17,000	17,000
Grant Revenue	-	-	-
Transfers In	200,000	258,000	-
Total Revenues	1,028,010	1,109,600	853,500
Total Funds Available	1,159,210	1,081,378	768,107
Expenditures			
Personnel	248,162	244,419	260,480
Supplies	28,072	10,550	20,050
Repair & Maintenance	28,434	4,500	30,000
Utilities	21,705	29,680	32,580
Information Technology	14,325	5,380	21,270
Services & Charges	726,987	744,325	284,000
Vehicle Usage	10,746	8,917	10,230
Capital Expenses	-	10,000	-
Transfers Out	109,000	109,000	103,000
Total Expenditures	1,187,432	1,166,771	761,610
Excess Revenues over Expenditures	(159,422)	(57,171)	91,890
Ending Fund Balance	\$ (28,222)	\$ (85,393)	\$ 6,497

City of Sherman
DRUG ENFORCEMENT FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 263,015	\$ 90,177	\$ 184,113
Revenues			
Fines & Penalties	23,783	100,000	50,000
Interest Income	7,476	1,800	1,800
Miscellaneous Revenue	-	-	-
Total Revenues	<u>31,258</u>	<u>101,800</u>	<u>51,800</u>
Total Funds Available	294,273	191,977	235,913
Expenditures			
Supplies	24,030	789	50,400
Repair & Maintenance	-	-	12,000
Services & Charges	67	-	5,000
Capital Expenses	-	7,075	-
Fleet Services & Charges	180,000	-	-
Total Expenditures	<u>204,096</u>	<u>7,864</u>	<u>67,400</u>
Excess Revenues over Expenditures	<u>(172,838)</u>	<u>93,936</u>	<u>(15,600)</u>
Ending Fund Balance	<u>\$ 90,177</u>	<u>\$ 184,113</u>	<u>\$ 168,513</u>

City of Sherman
MUNICIPAL AIRPORT FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 104,752	\$ 193,101	\$ 112,311
Revenues			
Interest Income	7,994	11,000	11,000
Rentals	96,865	96,000	96,000
Sales & Service	457,804	337,000	337,000
Grant Revenue	58,388	100,000	100,000
Miscellaneous Revenue	310	2,000	-
Total Revenues	621,361	546,000	544,000
Total Funds Available	726,113	739,101 -	656,311
Expenditures			
Supplies	345,308	396,220	396,250
Repair & Maintenance	11,140	8,995	8,995
Services & Charges	104,016	105,851	106,357
Utilities	10,168	10,930	12,040
Vehicle Usage	-	4,794	8,630
Capital Expenses	62,380	100,000	100,000
Total Expenditures	533,012	626,790	632,272
Excess Revenues over Expenditures	88,349	(80,790)	(88,272)
Ending Fund Balance	\$ 193,101	\$ 112,311	\$ 24,039

City of Sherman
EMPLOYEE INSURANCE FUND
2024-2025 Annual Budget

	Actual 2022-2023	Budget 2023-2024	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 503,954	\$ 374,093	\$ 1,364,722	\$ 399,672
Revenues				
Employer Contributions	5,054,481	5,511,680	5,625,950	5,208,730
Employee Contributions	1,167,399	1,160,500	1,105,000	1,105,000
Retiree Contributions	170,556	180,000	112,000	110,000
COBRA Contributions	1,007	1,000	1,000	1,000
Miscellaneous Revenue	7,188	-	5,000	-
Interest Income	84,995	20,000	65,000	30,000
Transfers In	300,000	-	-	-
Total Revenues	6,785,626	6,873,180	6,913,950	6,454,730
Total Funds Available	7,289,580	7,247,273	8,278,672	6,854,402
Expenditures				
Health Insurance Claims	4,749,349	5,500,000	4,800,000	5,040,000
Administration & Premiums	1,127,973	1,336,000	1,300,000	1,378,000
Life Insurance Premiums	47,535	57,000	54,000	56,000
Transfers Out	-	-	1,725,000	-
Total Expenditures	5,924,858	6,893,000	7,879,000	6,474,000
Excess Revenues over Expenditures	860,768	(19,820)	(965,050)	(19,270)
Ending Fund Balance	\$ 1,364,722	\$ 354,273	\$ 399,672	\$ 380,402

City of Sherman
INFORMATION TECHNOLOGY FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 94,878	\$ 103,322	\$ 143,989
Revenues			
Technology Services:			
General Fund	1,157,179	1,395,610	1,572,450
Stormwater	1,592	5,380	5,030
Tourism	14,325	5,380	21,270
Equipment Services Fund	55,710	59,130	72,700
Utility Fund	305,610	390,620	456,690
Solid Waste Fund	92,320	109,290	122,960
Interest Income	2,092	3,500	3,500
Grant Revenue	-	-	-
Miscellaneous Revenue	4,604	700	1,000
Transfers In	-	35,000	-
Total Revenues	1,633,432	2,004,610	2,255,600
Total Funds Available	1,728,310	2,107,932	2,399,589
Expenditures			
Personnel	907,032	1,086,853	1,167,730
Supplies	68,981	77,336	84,805
Repair & Maintenance	150,570	185,324	291,380
Utilities	53,458	56,340	63,850
Services & Charges	274,973	414,285	581,835
Capital Expenses	162,974	98,765	61,500
Transfers Out	7,000	45,040	44,042
Total Expenditures	1,624,988	1,963,943	2,295,143
Excess Revenues over Expenditures	8,444	40,667	(39,543)
Ending Fund Balance	\$ 103,322	\$ 143,989	\$ 104,446

City of Sherman
EQUIPMENT SERVICES FUND
2024-2025 Annual Budget

	Actual 2022-2023	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ (38,882)	\$ (75,745)	\$ 20,187
Revenues			
Equipment Service Revenue	4,874,617	5,212,580	5,622,740
Interest Income	-	-	-
Grant Revenue	-	-	-
Miscellaneous Revenue	19,751	13,000	15,000
Transfers In	-	46,000	-
Total Revenues	4,894,368	5,271,580	5,637,740
Total Funds Available	4,855,486	5,195,835	5,657,927
Expenditures			
Personnel	1,120,411	1,232,808	1,400,130
Supplies	1,264,772	1,377,233	1,468,730
Repair & Maintenance	2,014,126	1,965,875	1,947,512
Utilities	19,056	22,500	26,610
Information Technology	55,710	59,130	72,700
Services & Charges	344,645	423,102	454,752
Capital Expenses	10,500	20,000	223,832
Fleet Services & Charges	75,000	75,000	-
Vehicle Usage	20,010	-	-
Transfers Out	7,000	-	-
Total Expenditures	4,931,231	5,175,648	5,594,266
Excess Revenues over Expenditures	(36,863)	95,932	43,474
Ending Fund Balance	\$ (75,745)	\$ 20,187	\$ 63,661

City of Sherman
FLEET REPLACEMENT FUND
2024-2025 Annual Budget

	Actual 2022-2023	Adjusted Budget 2023-2024	Projected 2023-2024	Proposed 2024-2025
Beginning Fund Balance	\$ 1,947,789	\$ 3,291,335	\$ 2,986,411	\$ 416,127
Revenues				
Fleet Replacement Revenue	2,393,380	2,180,253	2,266,607	1,996,279
Property Tax	1,292,000	1,940,000	1,940,000	2,528,000
Interest Income	163,514	125,000	90,000	90,000
Debt Proceeds	3,047,750	3,532,790	3,522,446	3,242,538
Miscellaneous Revenue	122,276	300,000	300,000	-
Total Revenues	7,018,921	8,078,043	8,119,053	7,856,817
Total Funds Available	8,966,710	11,369,378	11,105,464	8,272,944
Expenditures				
Debt Service	1,845,503	2,696,705	2,680,951	2,975,915
Services & Charges	58,526	77,250	64,000	50,000
Capital Expenses	4,076,270	8,344,032	7,944,386	4,769,068
Total Expenditures	5,980,299	11,117,987	10,689,337	7,794,983
Excess Revenues over Expenditures	1,038,622	(3,039,944)	(2,570,284)	61,834
Ending Fund Balance	\$ 2,986,411	\$ 251,391	\$ 416,127	\$ 477,961

		BUDGET FY24/25	
FUND	DETAILS	Expense TRANSFER FROM Debit	Revenue TRANSFER TO Credit
100	From fund 700 5% franchise, admin cost		\$ 3,994,000.00
	From fund 790, dept 243, 244		\$ 1,108,000.00
	From 790, debt service		\$ 665,147.00
	From fund 700, debt service		\$ 368,874.00
	From fund 450, truancy clerk		\$ 35,000.00
	From fund 630, debt service		\$ 44,042.00
	To fund 105, Risk Contingency	\$ 7,000,000.00	
105	From fund 100		\$ 7,000,000.00
222	From fund 251, Moore St		\$ 300,000.00
	From fund 253, Shepherd Rd		\$ 300,000.00
	From fund 250, Hwy 82 & Plainview		\$ 400,000.00
241	To fund 300, debt service	\$ 289,000.00	
242	To fund 300, debt service	\$ 226,000.00	
243	To fund 300, debt service	\$ 178,000.00	
250	To fund 222, Hwy 82 & Plainview	\$ 400,000.00	
251	To fund 222, Moore Street	\$ 300,000.00	
253	To fund 222, Shepherd Rd	\$ 300,000.00	
300	From fund 420, debt service		\$ 342,000.00
	From fund 241, debt service		\$ 289,000.00
	From fund 242, debt service		\$ 226,000.00
	From fund 243, debt service		\$ 178,000.00
	From fund 460, debt service		\$ 103,000.00
330	To fund 700, debt service	\$ 200,000.00	
420	To fund 300, debt service	\$ 342,000.00	
450	To fund 100, truancy clerk	\$ 35,000.00	
460	To fund 300, debt service	\$ 103,000.00	
630	To fund 100, debt service	\$ 44,042.00	
700	To fund 100 5% franchise, admin cost	\$ 3,994,000.00	
	To fund 100, debt service	\$ 368,874.00	
	To fund 770, tax note proceeds	\$ 263,200.00	
	From fund 790, admin cost		\$ 274,000.00
	From fund 330, debt service		\$ 200,000.00
770	From fund 700, tax note proceeds		\$ 263,200.00
790	To fund 100 8% franchise, admin cost RSW	\$ 291,000.00	
790	To fund 100 8% franchise, admin cost CSW	\$ 817,000.00	
790	To fund 700 admin cost	\$ 274,000.00	
790	To fund 100, debt service	\$ 665,147.00	
TOTALS		\$ 16,090,263.00	\$ 16,090,263.00



CONCRETE CRUSHER PLANT... IN OUR BACKYARD?

Permits have been requested to build a concrete crusher plant on Fannin Road, as close as 450 yards from many homes.

In order to oppose this plant, we need PUBLIC comments to be made **by 07/31**, mostly *focusing on negative health impacts from the air quality*.

Please enter Permit Number 175198 on this website:

<https://bit.ly/TCEQMakeaComment>

Read your neighbors' comments here:

<https://bit.ly/TCEQPublicComments>

For more Information, visit our website & Facebook group:

www.NoDenisonCrusher.org

www.Facebook.com/groups/TexomaResidentsAgainstTheConcreteCrusher

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

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

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

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

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

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

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

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

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

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

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

	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
6/26/2024	Budget Workshop