

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

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER DARON HOLLAND**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JULY 15, 2024.**

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Public Hearing

D.1. PUBLIC HEARING

First Public Hearing Required by the Charter to Adopt a Budget and Provide for the Appropriation of Funds for Operation and Capital Expenditures for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Declaring that this Budget will Raise More Total Property Taxes than Last Year's Budget by \$13,381,000 and 48%, and of that Amount \$11,389,000 is Tax Revenue to be Raised from New Property Added to the Tax Roll this Year; 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. 6755

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 5th day of November 2024, for the Purpose of Electing a Mayor and two City Council Members (At-Large, Place 1 and At-Large, Place 2) to Fill Expiring Terms; Providing that the Election Shall be Administered by Grayson County, Texas; Designating Early Voting Polling Places and Hours; Designating Election Day Polling Places and Hours; Designating Filing Deadlines; Ordering Notices of Election to be Given as Prescribed by Law in Connection with Such Election; Providing for the Appointment of Election Judges; Authorizing the Mayor and City Clerk to Take All Actions Necessary to Comply With Applicable Election Laws.

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6756

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being Lot 2R-1 Consisting Of 3.172 acres being a part of J.B. McAnair Survey, Abstract No. 763, and being all of Lot 2R of Oak View Sherman Addition, City Of Sherman, Grayson County, Texas, Located At 2211 North Highway 75, Heretofore Zoned C-1 (Retail Business) District/75 & 82 Overlay District; Rezoning And Placing The Tract In The C-2 (General Commercial) District/75& 82 Overlay District Zoning Classification, Brad Tidwell, OV Sherman, LLC (Owner), Kyle Stephens (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.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6757

Closing and abandoning one (1) platted alley in the City of Sherman, Grayson County, Texas, being established Exstein's Maple Addition, filed in Volume 138, Page 185 of the Deed Records of Grayson County, Texas; Authorizing the City Manager to Execute a Release of Claims (Right-of-Way Abandonment) to Ruben Rodriguez and Aracelia Resendiz, the Adjacent Property Owners

D.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6758

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

Close Public Hearing and Consider Adoption of Ordinances

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinance No. 6755, 6756, 6757, 6758.

Resolutions

F.1. RESOLUTION NO. 7341

Approving and Authorizing Publication and Posting of Notice of Intention to Issue Certificates of Obligation

F.2. RESOLUTION NO. 7342

Authorizing Execution of a Development Agreement Between the City of Sherman and Three Oaks Development and Construction Company for Certain Sewer Improvements within an Approximate 23.920 Acres Generally Located at Allen Drive and South East Street

F.3. RESOLUTION NO. 7343

Authorizing Execution of the First Amended and Restated Contract for Water Supply and Sewer Service between the City of Sherman and the Greater Texoma Utility Authority

F.4. RESOLUTION NO. 7344

Authorizing Execution of a Contract with Whirlix Design, Inc. for the Purchase and Installation of a Pavilion and Inclusive Playground at Fairview Park through the Buyboard Purchasing Cooperative

F.5. *RESOLUTION NO. 7345

Appointing and Authorizing the City Manager to Negotiate an Agreement with Weaver and Tidwell, L.L.P. to Perform the Fiscal Year 2024 Audit.

Other Business

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

G.1. OTHER BUSINESS

Record Vote on Proposal to Consider Tax Increase

G.2. OTHER BUSINESS

Review of the Draft Capital Improvement Program (CIP) 2024-2029 and Set a Public Hearing for Monday, August 19, 2024

G.3. *OTHER BUSINESS

Approve Investment Report for Quarter Ended June 30, 2024

G.4. * OTHER BUSINESS

Emergency Replacement of the 512' Sewer Line from Hoard to Ross for the Distribution Services Department from Hayes Construction.

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:

I.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.

I.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.

I.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.

I.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

I.5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

I.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.

I.7. TEX. GOV'T CODE § 551.089

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

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

K.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, August 2, 2024, at 4:59 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 2nd day of August 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 §
 July 15, 2024
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on July 15, 2024.

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

MEMBERS ABSENT: COUNCIL MEMBERS HOWETH, MARROQUIN.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of July 1, 2024. Council Member Stevenson moved to approve the Minutes, as presented; Second by Deputy Mayor Teamann; All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

CITIZEN'S COMMENTS

There were no citizen's comments.

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.

CONSENT AGENDA

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

Mayor Plyler introduced Ordinance No. 6746 and called for a public hearing:

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.

ORD 6746
REMOVE ONE-WAY
DESIGNATION ON
PART OF EAGLE LN

Wayne Lee, Director of Engineering, said the City received a request from St. Anne's Catholic Church, to change Eagle Lane from a one-way street to a two-way street. This change would repeal the previous ordinance.

No citizens appeared before the City Council to discuss Ordinance No. 6746.

Mayor Plyler introduced Ordinance No. 6747 and called for a public hearing:

ORD 6747
DESIGNATE ELECTION
OFFICIALS & UPDATE
VOTING LOCATIONS

Linda Ashby, City Clerk, explained that this will amend the original ordinance calling a Special Election for September 14, 2024, to include the names of the Election judges and alternate judges, and to change the polling locations. This information was not available when the original ordinance was approved.

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.

No citizens appeared before the City Council to discuss Ordinance No. 6747.

Mayor Plyler introduced Ordinance No. 6748 and called for a public hearing:

ORD 6748
ZONE CHANGE
(1822 S.
MONTGOMERY ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING 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.

Rob Rae, Director of Development Services, said this was a zone change for a property where the owners would like to construct a single-family residence. The Planning and Zoning Commission and staff recommend approval of the zone change.

No citizens appeared before the City Council to discuss Ordinance No. 6748.

Mayor Plyler introduced Ordinance No. 6749 and called for a public hearing:

ORD 6749
ZONE CHANGE
(800 BLOCK
S. HOLLY AVE)

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.

Mr. Rae said this zone change was requested because the owner would like to develop 336 units of multi-family residential on the property.

At the June 18, 2024 Planning and Zoning Meeting, they recommended approval by a vote of 5 to 2. The staff has now received a request from the applicant to table this item. The staff is also requesting that the request be tabled until further discussion with the applicant.

No citizens appeared before the City Council to discuss Ordinance No. 6749.

Mayor Plyler asked to read the captions of Ordinance Nos. 6750 and 6751 together.

ORD 6750
ZONE CHANGE
(2100 E. LAMAR ST)

Mayor Plyler introduced Ordinance No. 6750 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 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.

Mayor Plyler introduced Ordinance No. 6751 and called for a public hearing:

ORD 6751
ZONE CHANGE
(2100 E. LAMAR ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 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.

Mr. Rae explained that in 2021, Wildwood Homes requested that the property be zoned from MF to R-2, which has now been changed to MF-30. At the time, they wanted to develop 96 duplex units.

The property is now listed for sale, and the new buyer would like to rezone the property to commercial on the frontage, with duplex zoning on the remaining acreage, which would be consistent with what was approved in 2021.

The Planning and Zoning Commission and the staff recommend approval of both requests.

Peter Tracy, 705 Valentine, Sherman

Mr. Tracy said East Lamar Street is SH 56, and has increased traffic. He said the proposal shows two exits onto Lamar Street, and he recommended that there be no access on Lamar Street, but to move it to Colbert Street.

He said he understood that Colbert Street would eventually be extended across Lamar Street, and connect with Cherry Street. He also recommended placing a traffic light at the Colbert Street and SH 56 intersection.

Since the Middle School has been relocated nearby, SH 56 has seen a heavy increase in traffic. He said there has been some confusion as to whether the City or State has jurisdiction over that location.

No other citizens appeared before the City Council to discuss Ordinance Nos. 6750 and 6751.

Mayor Plyler introduced Ordinance No. 6752 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, 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.

**ORD 6752
SUP FOR HIGH
SCHOOL
(2907 W. TRAVIS ST)**

Mr. Rae said this repeals the other Specific Use Permits on the property because the Sherman Independent School District is requesting a 30,000 square foot addition for classrooms.

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

No citizens appeared before the City Council to discuss Ordinance No. 6752.

Mayor Plyler introduced Ordinance No. 6753 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.197 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.

ORD 6753
ZONE CHANGE
(211 E. KING ST)

Mr. Rae said the current owner would like to add an addition on the home, but it is not properly zoned. This would change the zoning to R-6.

The Planning and Zoning Commission recommended approval of the Specific Use Permit. A representative was in attendance to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6753.

Mayor Plyler introduced Ordinance No. 6754 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, 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.

ORD 6754
SUP FOR
SECONDHAND
STORE
(1908 E. LAMAR ST)

Mr. Rae said the applicant would like to open a secondhand store at this location, but said they would only be selling on the weekend. The ordinance does include some restrictions on where items can be placed for sale, which includes inside the building or on the sides or rear of the property. Sale items cannot be placed in front of the building or in the parking spaces.

The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter, and tying it to the applicant. The staff also recommends approval.

Peter Tracy, 705 Valentine, Sherman

Mr. Tracy said the business next door was supposed to adhere to the same rules about nothing out front to sell, however they have many things in the parking lot for sale.

He said the business did get “cleaned up” behind the building. He said they violated the requirements when their Specific Use Permit was approved. He asked if the City was going to enforce these requirements.

No other citizens appeared before the City Council to discuss Ordinance No. 6754.

The Public Hearing was closed.

Ordinance 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.

ORD 6749
ZONE CHANGE
(800 BLOCK
S. HOLLY AVE)
(TABLED)

ACTION TAKEN.

Motion by Council Member Stevenson to table Ordinance No. 6749, as requested. Second by Deputy Mayor Teamann.

VOTING AYE: Dobbs, Holland, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED TO TABLE.

Ordinance 6754

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

ORD 6754
SUP FOR
SECONDHAND
STORE
(1908 E. LAMAR ST)

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

Deputy Mayor Teamann asked if the Specific Use Permit was limited to one year. Mr. Rae said he was not sure and would check on that. Deputy Mayor Teamann wanted to add the one-year limit to the Specific Use Permit. He also questioned whether or not the building was large enough for a resale store.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance No. 6754, as presented. Second by Council Member Dobbs.

VOTING AYE: Dobbs, Holland, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 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.

ORD 6746

REMOVE ONE-WAY
DESIGNATION ON
PART OF EAGLE LN

Ordinance 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.

ORD 6747

DESIGNATE ELECTION
OFFICIALS & UPDATE
VOTING LOCATIONS

Ordinance 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.

ORD 6748

ZONE CHANGE
(1822 S.
MONTGOMERY ST)

Ordinance 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

ORD 6750

ZONE CHANGE
(2100 E. LAMAR ST)

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.

Ordinance 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.

ORD 6751
ZONE CHANGE
(2100 E. LAMAR ST)

Ordinance 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.

ORD 6752
SUP FOR HIGH
SCHOOL
(2907 W. TRAVIS ST)

Ordinance 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

ORD 6753
ZONE CHANGE
(211 E. KING ST)

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

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance Nos. 6746, 6747, 6748, 6750, 6751, 6752, and 6753, as presented.

Second by Council Member Dobbs.

VOTING AYE: Dobbs, Holland, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

Mayor Plyler specifically did not vote on Ordinance 6752.

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

RES 7320
SHERMAN HOTEL
GRANT INCENTIVES

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.

ACTION TAKEN.

Motion by Council Member Stevenson to remove Resolution No. 7320, from Table for discussion. Second by Deputy Mayor Teamann.

VOTING AYE: Dobbs, Holland, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED TO REMOVE FROM TABLE.

Robby Hefton, City Manager, said originally the agreement was presented at the June 17, 2024 Council Meeting. The terms of the agreement were modified slightly, to shorten the benefit period and give them a higher percentage of the rebate.

The agreement is now a five year agreement, instead of an eight year agreement, with a higher percentage, a flat percentage of 85% each year. The developer has already agreed to, and signed the proposal.

Mr. Hefton said this is a great project and gives some higher quality rooms to the growing south part of Sherman.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7320, as presented. Second by Council Member Dobbs.

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

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

**RES 7334
PECAN GROVE EAST
PARK PLAYGROUND**

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.

Justin Eastwood, Parks and Recreation Director, gave a presentation about a Capital Improvement Project for the purchase and installation of an all-inclusive playground at Pecan Grove East Park. The project is in conjunction with the Sherman Noon Lions Club and the Evening Lions Club.

He showed examples of the proposed elements for the playground, all of which are inclusive, and said the playground would be the only one of its type in the entire region. It also includes sensory play.

Mr. Hefton confirmed that the total cost of the project is budgeted at \$548,000, with \$115,000 donated by the Lions Clubs and \$433,000 from the City.

Zach Flores, Assistant City Manager, recognized Sean Hemperley, Grounds and Cemetery Maintenance Superintendent, for his hard work in working with the Lions Club to secure the donation. Council Member Dobbs thanked the Lions Clubs for their participation.

Deputy Mayor Teamann urged the City to use the money saved from the project for upgrades and reinvestment in some of the City's other parks. Mr. Hefton said there are definitely more park projects than money, and the additional funding would be used for some of the other park projects.

ACTION TAKEN.

Motion by Council Member Dobbs to approve Resolution No. 7334, as presented. Second by Council Member Stevenson.
VOTING AYE: Dobbs, Holland, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7335 -- 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"

**RES 7335
PURCHASE OF
PROPERTY**

ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

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.
CONSENT AGENDA.

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

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.
CONSENT AGENDA.

RES 7336
FAILURE TO
APPEAR PROGRAM

RESOLUTION NO. 7337 -- AUTHORIZING EXECUTION OF A CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT WITH TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

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.
CONSENT AGENDA.

RES 7337
CYBER LIABILITY &
DATA BREACH
RESPONSE
AGREEMENT

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

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.
CONSENT AGENDA.

RES 7338
WATER TREATMENT
PLANT PROJECT

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

RES 7339
WATER TREATMENT
PLANT PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDED 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.

CONSENT AGENDA.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR SHERMAN ISD HIGH SCHOOL ADDITION.

CONSENT AGENDA.

RES 7340
PLAN REVIEW &
BUILDING INSPECTION
SERVICES FOR
SHERMAN HIGH
SCHOOL

CHANGE ORDER NO. 1

SHERMAN DOWNTOWN WASTEWATER IMPROVEMENTS - PHASE 1; ANA SITE CONSTRUCTION, LLC; \$264,299.00 INCREASE

Travis Overturf, Civil Engineer, presented a Change Order for the Sherman Downtown Wastewater Improvement - Phase 1 project.

CHANGE ORDER NO. 1
DOWNTOWN
WASTEWATER
IMPROVEMENTS
PHASE 1

The Change Order is an increase of \$264,299, to ANA Site Construction, LLC, for additional work to install approximately 850 linear feet of new 6-inch water main in the alleys where new wastewater mains are installed.

The installation of these water lines will help provide sufficient fire flow, and allow the adjacent Downtown businesses to install fire suppression systems. Existing water lines will also be relocated to the alleys.

Mr. Overturf said the wastewater contractor is already doing improvements in the alleys, so it is a good time to complete the other project too. The goal is to improve the entire Downtown infrastructure.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Change Order No. 1, in the amount of an increase of \$264,299, for Sherman Downtown Wastewater Improvements, Phase 1, as presented. Second by Council Member Dobbs.

VOTING AYE: Dobbs, Holland, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

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

Kent Sharp, President, Sherman Economic Development Corporation, presented their quarterly progress report. He

QUARTERLY SEDCO
REPORT

outlined their plans for the next quarter and activities they are currently working on.

SEDCO is presently working five active projects, with an estimated \$640 million capital expenditure, and approximately 845 new jobs. Many of those jobs are with one company, that has made site visits, and would use an existing building, plus some SEDCO owned property.

They also had three site visits and prospect calls with companies that are interested in relocating and/or expanding their operations to Sherman. They completed three business retention or expansion visits with Coherent, Royal Case, and Eaton.

SEDCO also authorized financial assistance for Coherent for an estimated \$98 million capital expenditure cost for Phase 1 and 2 of their projects. The 3% incentive was just under \$3 million, and will be paid in seven installments.

Recently the policy changed and now when SEDCO provides an incentive of land or cash, they are requiring the company to make a contribution into a local 401K. With Coherent's incentive, they will provide a \$29,415 donation to the Advanced Manufacturing Program, which is 1% of the total value of the incentive.

SEDCO also authorized financial assistance to Harvest Hill Holding, Inc, the parent company of Sunny Delight Beverages Co, up to \$290,000, which will be paid in two annual installments, for the estimated \$8,000,000 capital expenditure expansion at their facility. The company will provide a \$2,900 donation to Masterkey Ministries.

PREVIEW OF THE 2024-2025 DRAFT BUDGET

DRAFT BUDGET

Mary Lawrence, Chief Financial Officer, presented a preview of the 2024-2025 Draft Budget, adding that there have been a few updates since the Budget Workshop, including updating revenue and some expenses.

The property tax rate is unchanged from last year, and the utility rates will be approximately what was presented at the Workshop, but a final rate plan will be presented to the Council in August. Solid Waste rates will increase to \$15.30 for residential carts and by 5% for commercial containers.

Certificates of Obligation for 2025 are budgeted and are mainly street projects, with some projects, such as Shark Tooth Park and the public works facility, having been scaled back to include money for planning.

Ms. Lawrence said certified totals from the Appraisal District will be ready in about 10 days. She presented the calendar for approvals on the tax rate and budget.

COUNCIL COMMENTS

- Thanks to the Lions Clubs for their participation with the inclusive playground for Pecan Grove East Park. (Shawn Teamann, Daron Holland, Juston Dobbs, David Plyler)
- Hot Summer Nights will be held on Thursday, August 18, 2024 on the Municipal Lawn. (David Plyler)

COUNCIL COMMENTS

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

EXECUTIVE SESSION

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

TEX. GOV'T CODE § 551.071 --

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

- A) Receive legal advice about a potential concrete crusher plant

TEX. GOV'T CODE § 551.072 --

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

TEX. GOV'T CODE § 551.073 --

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

TEX. GOV'T CODE § 551.074 --

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

- A) City Manager's Evaluation

TEX. GOV'T CODE § 551.076 --

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

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

A) Future Developments

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 5:40 p.m.

On Motion duly made and carried, the Executive Session recessed
at 6:45 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:45 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

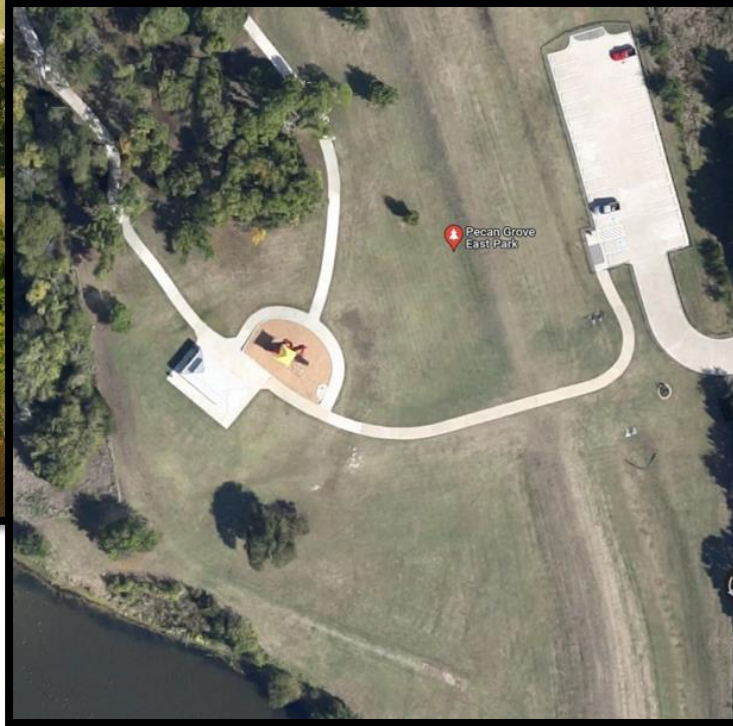
Pecan Grove East

Inclusive Playground Upgrades

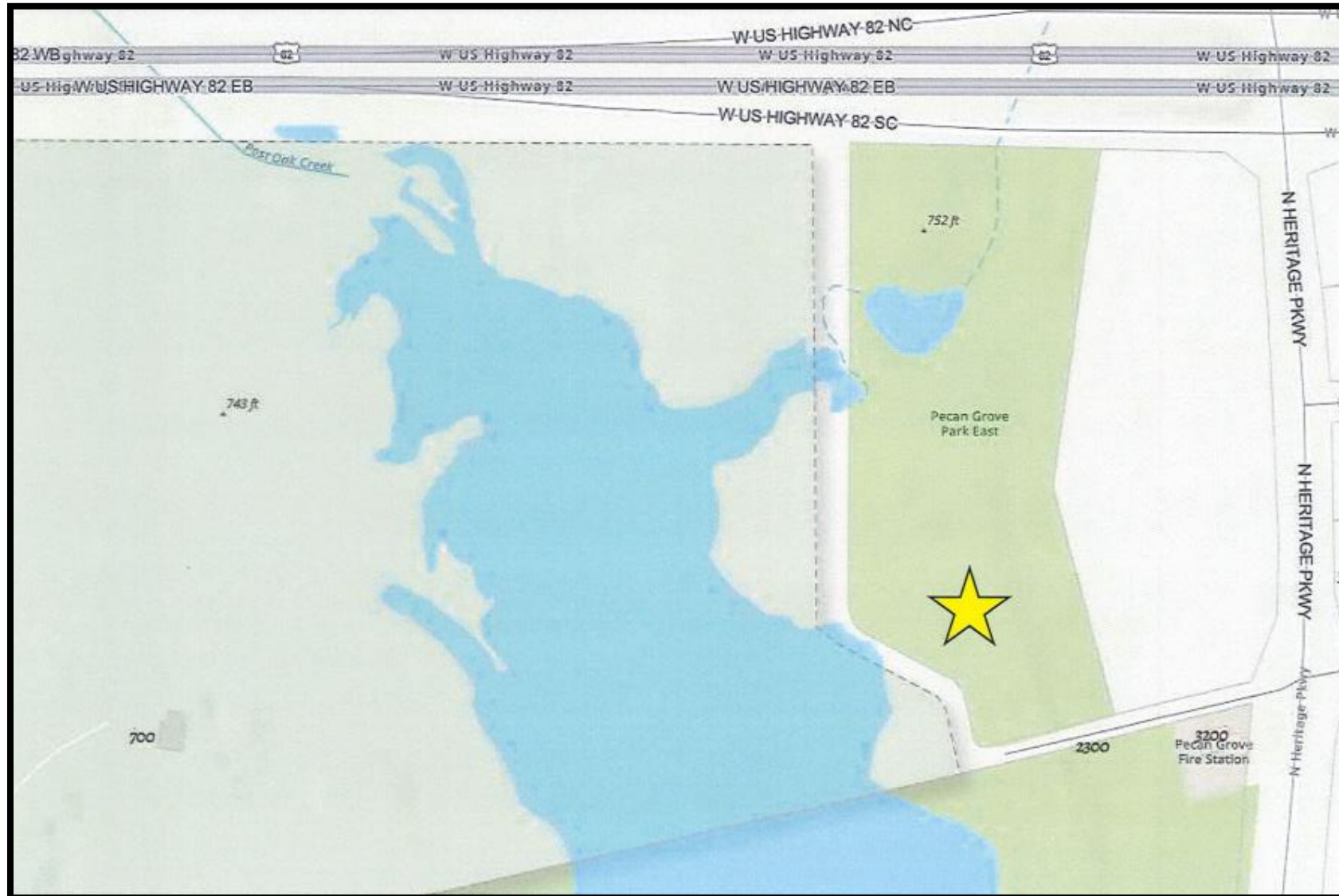
Importance

- Target Age Range: 2 to 12 years old
- Whirlix Playgrounds by Landscape Structures, industry leader
- Collaborative effort with Sherman community stakeholders
- Aligns with P&R Open Space Master Plan goals
- Enhances quality of life for Sherman residents
- Sherman Lions Clubs pledge \$115,000 for playground equipment
- Pecan Grove East Park strategically located near major highways
- High utilization park expected to benefit diverse residents and visitors
- Equipment purchased through Texas Buy Board for transparency
- Project funded with \$547,839 from FY 2023-24 Capital Improvement Program

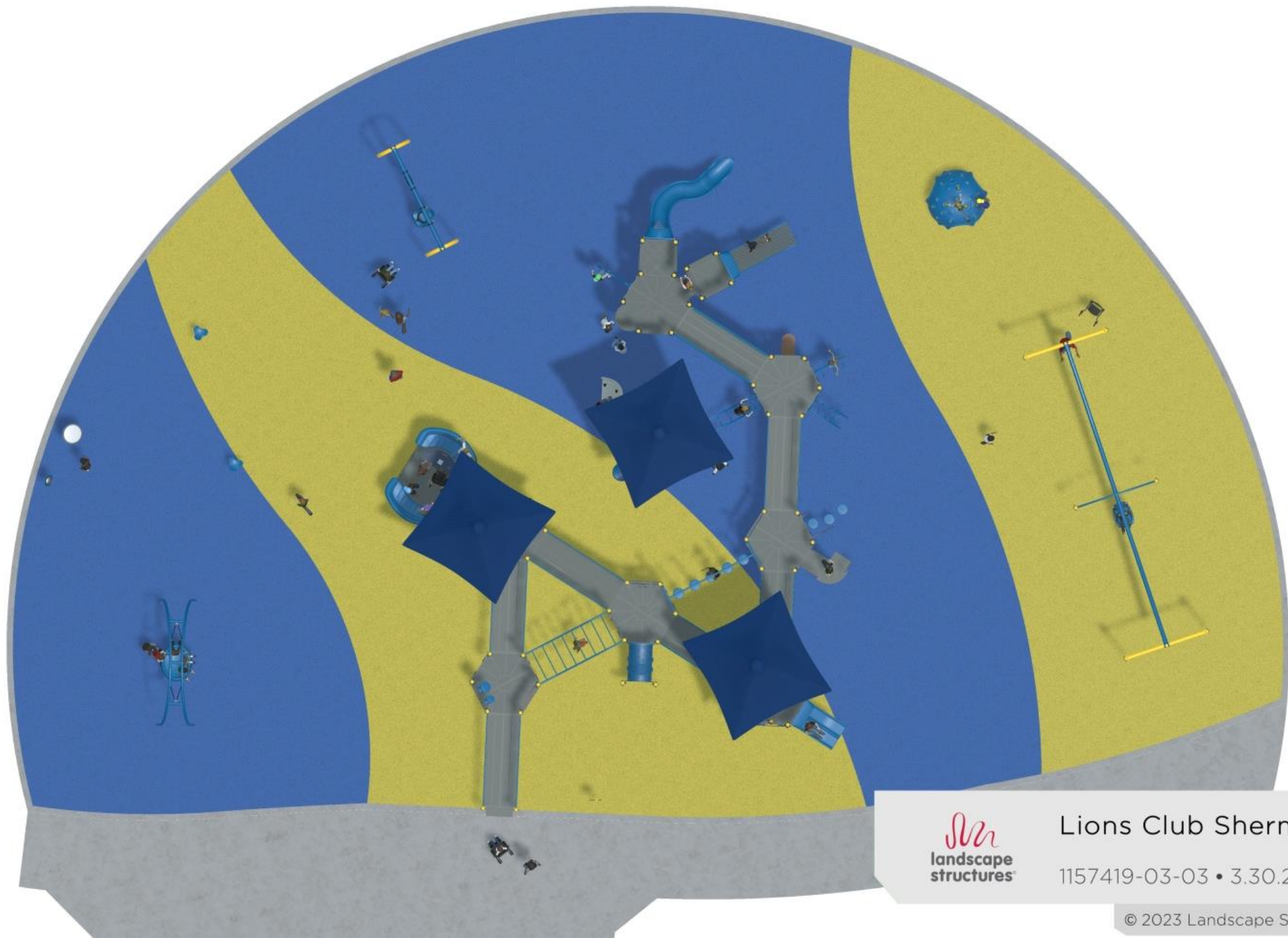
Current Pecan Grove East



Location, Site Plan & Renderings

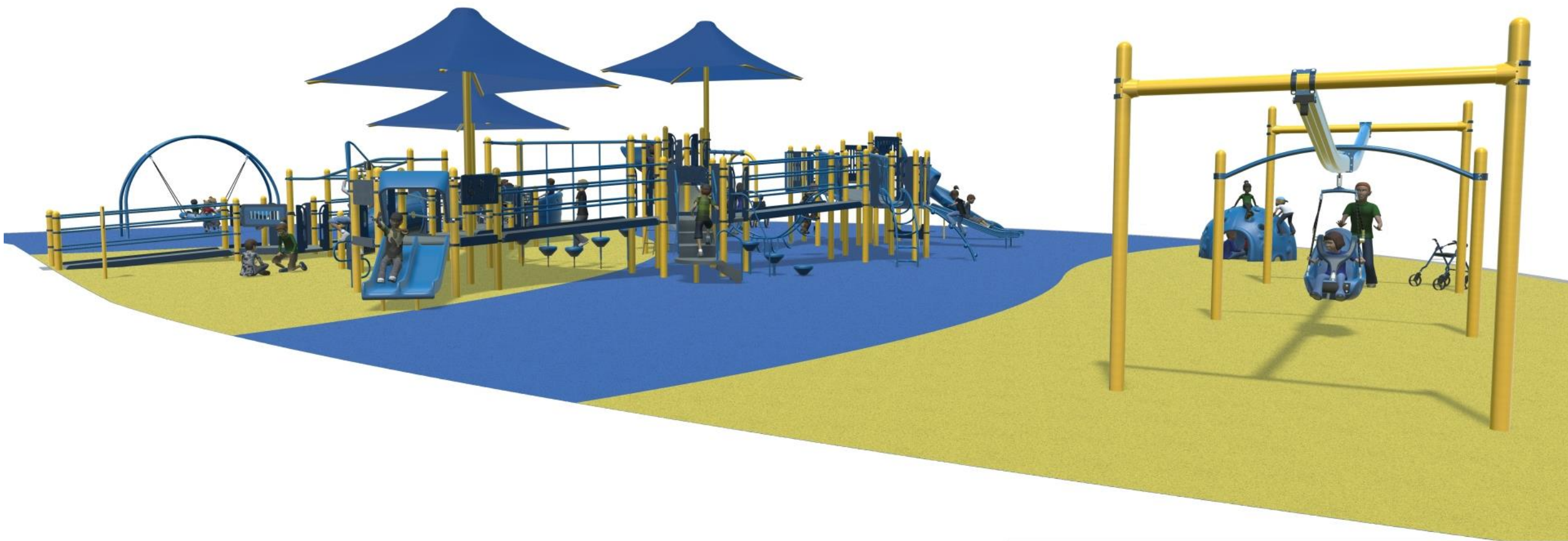












Lions Club Sherman

1157419-03-04 • 5.10.2024



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Playground Equipment



Ramp System



Sensory Play



Inclusive Glider & Swing Set



Cozy Dome



ZipKrooz



Oodle Swing





City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 8/5/2024

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. 5. *RESOLUTION NO. 7345

Appointing and Authorizing the City Manager to Negotiate an Agreement with Weaver and Tidwell, L.L.P. to Perform the Fiscal Year 2024 Audit

G. 3. *OTHER BUSINESS

Approve Investment Report for Quarter Ended June 30, 2024

G. 4. *OTHER BUSINESS

Emergency Replacement of the 512' Sewer Line from Hoard to Ross for the Distribution Services Department from Hayes Construction

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 8/5/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

First Public Hearing Required by the Charter to Adopt a Budget and Provide for the Appropriation of Funds for Operation and Capital Expenditures for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Declaring that this Budget will Raise More Total Property Taxes than Last Year's Budget by \$13,381,000 and 48%, and of that Amount \$11,389,000 is Tax Revenue to be Raised from New Property Added to the Tax Roll this Year; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; Providing for the Publication of the Caption Hereof

Issue:

To hold the public hearing on the proposed budget for the 2024-2025 fiscal year as required by City Charter

Background:

The draft budget contains about \$189.6 million in appropriations, which is about \$16.3 million more than the prior year's original budget of \$173.3 million, due to an increase in capital expenses, debt service personnel and services and charges. The draft budget contains a 7% for police and a 6% fire market increase in salary for police and fire, respectively, a 4% across-the-board for other personnel, and an increase in full-time positions from 550 to 569, consisting of five in the General Fund, one in the Information Technology Fund, twelve in the Utility Fund, and one in the Solid Waste Fund. Fund balances for the General and Solid Waste Funds are above or within the targeted range of 60 to 90 days. The Utility Fund's balance is above the target as part of the plan to accumulate reserves ahead of debt service coming on the books before revenue is realized from customers.

The capital program is funded by Certificates of Obligation issued in 2024, and an expected issue of about \$26 million is expected in the summer of 2025. Projects include additional roads and infrastructure in the Crossroads, Bel Air Village, Pecan Grove Estates, Three Oaks, Travis Heights and Heritage Ranch developments, Fire Station #3 remodel, rebuilding of selected thoroughfares, the second phase of the Lamberth Road drainage project, and planning for a Public Works Facility. The property tax rate remains unchanged at \$.508/\$100 of valuation. The utility rate plan has been implemented, resulting in an increase in rates based on consumption. Tax Notes will be used to finance about \$7 million in fleet, equipment, and street improvements with repayment made from property tax revenues. More detailed information is available in the attachments.

Origination:

Chief Financial Officer

Financial Consideration:

The proposed budget includes appropriations of \$189.6 million for the 2024-2025 fiscal year.

Staff Recommendation:

Staff recommends that the Council hold the required public hearing

Alternatives:

Any changes to the proposed budget would have to come through a budget amendment after final adoption of the budget and related tax rate as required postings have already been made.

Attachments:

1. Ordinance Budget_FY2025 Final
2. DRAFT Narrative BUDGET FOR THE CITY OF SHERMAN 2025

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A BUDGET AND PROVIDING FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; DECLARING THAT THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$13,381,000 AND 48%, AND OF THAT AMOUNT \$11,389,000 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR; 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, pursuant to the laws of the State of Texas and Sherman's Home Rule Charter, the City Manager has submitted to the City Council the proposed budget of the revenues and expenditures for conducting the affairs of Sherman and providing a complete financial plan for the fiscal year beginning October 1, 2024, and ending September 30, 2025, and has filed the same with the municipal clerk (the "budget"). A copy of the budget is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, public hearings were held by the City Council on said budget on August 5, 2024, and August 19, 2024, at which time said budget was fully considered, and interested taxpayers were given the opportunity to be heard by the City Council; and

WHEREAS, the City Council has studied the budget and listened to the comments of the taxpayers at the public hearings and has investigated and determined that adoption of the budget is in the best interest of the City; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for the adoption of the budget have been performed or completed in the manner and form set forth by law.

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

SECTION 1. That, pursuant to Article V of the City Charter, there is hereby appropriated for Operating Expenditures the sums of money as established in the approved Operating Budget Document, attached as Exhibit A hereto, for fiscal year beginning October 1, 2024, and ending September 30, 2025.

SECTION 2. That, pursuant to Article V of the City Charter, there is hereby appropriated for Capital Expenditures the sums of money as established in the approved Capital Budget

Document, attached as Exhibit A hereto, for fiscal year beginning October 1, 2024, and ending September 30, 2025.

SECTION 3. That specific authority is hereby given to the City Manager to transfer appropriations budgeted from one account classification or activity to another within any individual department or activity, and to transfer appropriations from designated appropriations to any individual department or activity.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 5. That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 7. That this Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

INTRODUCED on this the _____ day of _____, 2024.

ADOPTED on this the _____ day of _____, 2024.

EFFECTIVE DATE on this the _____ day of _____, 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

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

Dates of Publication: August 4, 2024, *Sherman Herald Democrat*

Exhibit A

[73 pages attached hereto]

This budget will raise more total property taxes than last year's budget by \$13,381,000 and 48%, and of that amount \$11,389,000 is tax revenue to be raised from new property added to the tax roll this year.

**PROPOSED BUDGET FOR THE CITY OF SHERMAN
FOR FISCAL YEAR 2025**

August 19, 2024

SUMMARY

The attached proposed budget for Fiscal Year (FY) 2025 is based on the direction provided by the City Council at the June 26th, 2024, budget workshop.

The draft budget contains about \$189.6 million in appropriations, which is about \$16.3 million more than the prior year's original budget of \$173.3 million, due to an increase in capital expenses, debt service personnel and services and charges. The draft budget contains a 7% for police and a 6% fire market increase in salary for police and fire, respectively, a 4% across-the-board for other personnel, and an increase in full-time positions from 550 to 569, consisting of five in the General Fund, one in the Information Technology Fund, twelve in the Utility Fund, and one in the Solid Waste Fund. Fund balances for the General and Solid Waste Funds are above or within the targeted range of 60 to 90 days. The Utility Fund's balance is above the target as part of the plan to accumulate reserves ahead of debt service coming on the books before revenue is realized from customers.

The capital program is funded by Certificates of Obligation issued in 2024, and an expected issue of about \$26 million expected in the Summer 2025. Projects include additional roads and infrastructure in the Crossroads, Bel Air Village, Pecan Grove Estates, Three Oaks, Travis Heights and Heritage Ranch developments, Fire Station #3 remodel, rebuild of selected thoroughfares, the second phase of the Lamberth Road drainage project, and planning for a Public Works Facility. The property tax rate remains unchanged at \$.508/\$100 of valuation. The utility rate plan has been implemented resulting in an increase in rates based on consumption. Tax Notes will be used to finance about \$7 million in fleet, equipment, and street improvements with repayment made from property tax revenues. More detailed information is available in the attachments.

GENERAL FUND

The **General Fund** is balanced ongoing. Property values increased about 46% due to two large taxpayers. Both of these properties will be almost totally abated next year. The property tax rate is unchanged at \$.508/\$100 with no increase for the additional debt issued in 2024 or 2025. Sales tax revenue is budgeted to decrease about 5% due to effects of one-time revenues in prior years. Fleet purchases include an ambulance, pothole

repair truck, three police Tahoes, skid steer, water truck, woodchipper truck, an off-road medical response unit, and various other trucks and equipment. Fund balance is projected to be \$14.9 million or 80 days of operating expenses at the end of FY2025. New positions consist of two patrol officers, a civil engineer, an engineering inspector and a planning technician.

UTILITY FUND

The **Utility Fund** is balanced ongoing. Utility rates are budgeted to increase by various percentages, based on the usage tier. Twelve new positions are planned to include two at the water treatment plant, six at the wastewater plant, one in water quality, two in distribution/collection and one at the laboratory. Various trucks and trailers totaling about \$860,000 are included in the budget. Fund balance at the end of FY2025 is projected to be about \$13.5 million, or about 121 days of operating expenses.

SOLID WASTE FUND

The **Solid Waste Fund** is balanced on an on-going basis due to a 5% increase in commercial rates and an increase in residential rates from \$12.75 to \$15.30 for two carts. About \$1.5 million in trucks and equipment, funded by Tax Notes, is planned. A new commercial driver is also planned. Fund balance is projected to be \$2.0 million, or 68 days of operating expenditures.

CAPITAL IMPROVEMENT FUNDS

The proposed budget of \$45 million in the **General Improvement Fund – Bond Funds** primarily consists of funding for Crossroads, Three Oaks, and Travis Heights development infrastructure, Beach Club Blvd, London Lane, Lone Star Parkway in Heritage Ranch, and major rebuilds of existing streets including Well Cherry, Washington and Sunset. Drainage and erosion improvements are planned at West Hill cemetery, Lamberth Road, and Blanton/McGee. Facility improvements include a remodel at Fire Station #3, and planning for facilities for Public Works and Public Safety Training.

The proposed budget of about \$3.7 million in the **General Improvement Fund – City Fund** is funded by a transfer from the General Fund and Tax Notes. About \$2.0 million is dedicated to purchasing street materials to maintain existing streets by our in-house crews.

The **Utility Improvement Fund – GTUA Funds** proposed budget includes projects that will be funded by debt issued by the Greater Texoma Utility Authority (GTUA) on behalf of the City. Projects totaling \$82.3 million include funds to complete the first phase of the Wastewater Treatment Plant expansion and engineering for the second phase, rehabilitation of the Stephens ground storage tank, a wastewater reuse study that will

determine how the discharge from the wastewater treatment plant can be reused, and various new lines, upgrades, replacements, and rehabilitations.

MAJOR IMPACTS

Tax Revenues

Property tax revenue is expected to increase about \$13.4 million over last year due to the unabated value of two major industrial plants coming onto the tax roll temporarily. Next year, both plants will be abated, thereby dramatically decreasing their taxable value. Sales tax is expected to be about 5% below what is projected in FY2024 due to the completion of the two major industrial plants resulting in a decrease in construction-related sales tax.

Wage Increase

The proposed budget contains a 6% - 7% % increase for fire and police personnel and a 4% across-the-board increase for other employees. The cost is projected to be about \$2.5 million across all funds.

Fleet, Equipment and Buildings

Major fleet expenditures for this year include an ambulance (\$270,000), two roll-off trash truck (\$276,000 each), pothole repair truck (\$250,000), a dump truck for the utility collection and distribution department (\$247,000), and three patrol Tahoes (\$266,000).

SUMMARY SCHEDULES, DETAILED FUND STATEMENTS, AND OTHER INFORMATION

The following pages include a schedule that summarizes the draft FY2025 budget, eliminating double counting for internal service funds and inter-fund transfers. Also included are statements of revenues and expenditures/expenses for each fund and a schedule of transfers, a property tax historical summary, debt schedule, itemization of certain expenditures required by Local Government Code Section 140, and the Tax Rate Calculation Worksheet.

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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	\$ 115,624,920	\$ 1,226,959	\$ 979,975	\$ 1,233,293	\$ 2,024,841	\$ -	\$ 146,321,934
Revenues:									
Taxes	57,243,900	-	718,882	775,000	2,528,000	12,278,352	-	-	73,544,134
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	6,633,965	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	81,611,887	58,384,624	39,424,609	5,668,750	22,204,887	13,501,352	9,500	(33,734,382)	187,071,227
Total Funds Available	98,231,786	66,996,670	155,049,529	6,895,709	23,184,862	14,734,645	2,034,341	(33,734,382)	333,393,161
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	14,410,596	-	-	28,172,910
Services & Charges	7,910,517	6,172,748	450,000	3,334,820	7,560,587	14,000	-	(6,474,000)	18,968,672
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	51,680,422	520,000	5,054,400	-	-	-	58,574,258
Transfers Out	8,300,000	6,673,221	1,893,000	480,000	44,042	-	-	(17,390,263)	-
Total Expenditures	75,028,694	51,468,278	54,023,422	6,223,786	22,158,392	14,424,596	-	(33,734,382)	189,592,785
Excess Revenues Over Expenditures	6,583,193	6,916,346	(14,598,813)	(555,036)	46,495	(923,244)	9,500	-	(2,521,558)
Ending Fund Balance	\$ 23,203,092	\$ 15,528,392	\$ 101,026,108	\$ 671,923	\$ 1,026,470	\$ 310,049	\$ 2,034,341	\$ -	\$ 143,800,375

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	25,484,400
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	67,096,824
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	73,311,887
Total Funds Available	73,970,651	75,249,128	82,705,656	89,931,786
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	7,910,517
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	75,028,694
Excess Revenues over Expenditures	4,468,665	(275,645)	(1,372,727)	(1,716,807)
Ending Fund Balance	\$ 17,992,626	\$ 11,561,604	\$ 16,619,899	\$ 14,903,092

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	\$ 108,767,413	\$ 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	139,267,413	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	\$ 94,117,413	\$ 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
447,825	88,401	36,120	142,918	3,618	-	-	-	-
-	79,127	36,234	114,723	62,770	4,773	-	-	-
1,000	-	-	-	-	-	1,800,000	900,000	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	263,200
483,825	167,528	80,354	257,641	66,388	4,773	1,950,000	915,000	338,200
732,637	(25,351)	669,518	(40,558)	66,388	4,773	4,380,601	1,541,956	2,618,609
250,000	-	-	-	50,000	-	-	-	2,155,900
250,000	-	-	-	-	-	-	-	-
200,000	289,000	226,000	178,000	-	-	-	-	-
700,000	289,000	226,000	178,000	50,000	-	-	-	2,155,900
(216,175)	(121,472)	(145,646)	79,641	16,388	4,773	1,950,000	915,000	(1,817,700)
\$ 32,637	\$ (314,351)	\$ 443,518	\$ (218,558)	\$ 16,388	\$ 4,773	\$ 4,380,601	\$ 1,541,956	\$ 462,709

City of Sherman
CAPITAL IMPROVEMENT FUNDS
2024-2025 Annual Budget

777		Utility CIP	Total
		GTUA	
\$	-	\$ 115,624,920	
	-	3,981,600	
	-	718,882	
25,000	322,627		
-	3,311,000		
-	400,000		
-	29,427,300		
-	1,263,200		
25,000	39,424,609		
25,000	155,049,529		
25,000	51,680,422		
-	450,000		
-	1,893,000		
25,000	54,023,422		
-	(14,598,813)		
\$	-	\$ 101,026,108	

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	433,000
Intergovernmental	-	-	150,000	-	-	-	-	100,000
Interest Income	-	4,000	26,000	2,500	-	1,800	11,000	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	544,000
Total Funds Available	951,839	2,717,054	1,269,699	189,155	768,107	235,913	656,311	656,311
Expenditures								
Personnel	252,750	-	594,580	-	260,480	-	-	-
Supplies	5,429	-	-	47,340	20,050	50,400	396,250	396,250
Repair & Maintenance	62,750	-	-	372	30,000	12,000	8,995	8,995
Utilities	1,360	-	-	-	32,580	-	12,040	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	106,357
Capital Expenses	-	-	400,000	-	-	-	100,000	100,000
Vehicle Usage	37,430	-	-	-	10,230	-	8,630	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	632,272
Excess Revenues over Expenditures	158,531	4,500	(616,323)	(35,812)	91,890	(15,600)	(88,272)	(88,272)
Ending Fund Balance	\$ 222,370	\$ 10,054	\$ 127,376	\$ 97,443	\$ 6,497	\$ 168,513	\$ 24,039	\$ 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	12,278,352
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>13,501,352</u>
Total Funds Available	8,368,965	13,046,906	14,734,645
Expenditures			
Debt Service	6,885,159	11,804,613	14,410,596
Services & Charges	6,000	9,000	14,000
Transfers Out	-	-	-
Total Expenditures	<u>6,891,159</u>	<u>11,813,613</u>	<u>14,424,596</u>
Excess Revenues over Expenditures	<u>1,416,231</u>	<u>(244,513)</u>	<u>(923,244)</u>
Ending Fund Balance	<u>\$ 1,477,806</u>	<u>\$ 1,233,293</u>	<u>\$ 310,049</u>

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 - 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	\$ 108,767,413
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	-	-
Debt Proceeds	78,081,049	35,000,000	19,000,000	26,000,000
Total Revenues	79,339,354	44,900,000	25,800,000	30,500,000
Total Funds Available	99,308,224	132,148,866	111,692,906	139,267,413
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)	22,874,507	(14,650,000)
Ending Fund Balance	\$ 85,892,906	\$ 57,329,384	\$ 108,767,413	\$ 94,117,413

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	<u>137,337</u>	<u>1,641,800</u>	<u>1,068,462</u>	<u>199,500</u>
Funding Sources				
(1) General Fund transfers	-	1,401,800		199,500
(2) Tax Notes	-	240,000		-
		<u>1,641,800</u>		<u>199,500</u>
Total Expenditures	<u>\$ 1,772,321</u>	<u>\$ 5,276,770</u>	<u>\$ 4,450,911</u>	<u>\$ 3,724,522</u>

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	41,977	44,000	44,000
Total Funds Available	515,277	559,277	603,277
Expenditures			
Capital Expenses	-	-	250,000
Total Expenditures	-	-	250,000
Excess Revenues over Expenditures	41,977	44,000	(206,000)
Ending Fund Balance	\$ 515,277	\$ 559,277	\$ 353,277

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	447,825
Rentals	-	1,000	1,000
Interest Income	41,373	35,000	35,000
Total Revenues	<u>327,866</u>	<u>424,720</u>	<u>483,825</u>
Total Funds Available	968,238	898,812	732,637
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>(216,175)</u>
Ending Fund Balance	<u>\$ 474,092</u>	<u>\$ 248,812</u>	<u>\$ 32,637</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	88,401
Intergovernmental	76,789	81,627	79,127
Interest Income	2,455	-	-
Debt Proceeds	-	-	-
Total Revenues	159,564	163,521	167,528
Total Funds Available	221,800	96,121	(25,351)
Expenditures			
Capital Expenses	-	-	-
Transfers Out	289,200	289,000	289,000
Total Expenditures	289,200	289,000	289,000
Excess Revenues over Expenditures	(129,636)	(125,479)	(121,472)
Ending Fund Balance	\$ (67,400)	\$ (192,879)	\$ (314,351)

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	36,120
Intergovernmental	28,115	30,292	36,234
Interest Income	39,021	8,000	8,000
Total Revenues	96,544	72,226	80,354
Total Funds Available	968,338	815,164	669,518
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)	(145,646)
Ending Fund Balance	\$ 742,938	\$ 589,164	\$ 443,518

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	142,918
Intergovernmental	43,633	84,086	114,723
Interest Income	1,505	-	-
Transfers In	-	-	-
Total Revenues	90,778	166,551	257,641
Total Funds Available	(109,350)	(120,199)	(40,558)
Expenditures			
Capital Expenses	-	-	-
Transfers Out	177,400	178,000	178,000
Total Expenditures	177,400	178,000	178,000
Excess Revenues over Expenditures	(86,622)	(11,449)	79,641
Ending Fund Balance	\$ (286,750)	\$ (298,199)	\$ (218,558)

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	-	-	3,618
Intergovernmental	-	-	62,770
Interest Income	-	-	-
Transfers In	-	-	-
Total Revenues	-	-	66,388
Total Funds Available	-	-	66,388
Expenditures			
Capital Expenses	-	-	50,000
Transfers Out	-	-	-
Total Expenditures	-	-	50,000
Excess Revenues over Expenditures	-	-	16,388
Ending Fund Balance	\$ -	\$ -	\$ 16,388

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	-	-	-
Intergovernmental	-	-	4,773
Interest Income	-	-	-
Transfers In	-	-	-
Total Revenues	-	-	4,773
Total Funds Available	-	-	4,773
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	-	-	4,773
Ending Fund Balance	\$ -	\$ -	\$ 4,773

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	544,085	699,000	526,000
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	589,662	431,363	1,142,323
Excess Revenues over Expenditures	(45,577)	267,637	(616,323)
Ending Fund Balance	\$ 476,062	\$ 743,699	\$ 127,376

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	60,018	54,900	55,900
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	2,188	72,402	91,712
Excess Revenues over Expenditures	57,831	(17,502)	(35,812)
Ending Fund Balance	\$ 150,757	\$ 133,255	\$ 97,443

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

<u>FUND</u>	<u>DETAILS</u>
100	From fund 700 5% franchise, admin cost
	From fund 790, dept 243, 244
	From 790, debt service
	From fund 700, debt service
	From fund 450, truancy clerk
	From fund 630, debt service
	To fund 105, Risk Contingency
105	From fund 100
222	From fund 251, Moore St
	From fund 253, Shepherd Rd
	From fund 250, Hwy 82 & Plainview
241	To fund 300, debt service
242	To fund 300, debt service
243	To fund 300, debt service
250	To fund 222, Hwy 82 & Plainview
251	To fund 222, Moore Street
253	To fund 222, Shepherd Rd
300	From fund 420, debt service
	From fund 241, debt service
	From fund 242, debt service
	From fund 243, debt service
	From fund 460, debt service
330	To fund 700, debt service
420	To fund 300, debt service
450	To fund 100, truancy clerk
460	To fund 300, debt service
630	To fund 100, debt service
700	To fund 100 5% franchise, admin cost
	To fund 100, debt service
	To fund 770, tax note proceeds
	From fund 790, admin cost
	From fund 330, debt service
770	From fund 700, tax note proceeds
790	To fund 100 8% franchise, admin cost RSW
790	To fund 100 8% franchise, admin cost CSW
790	To fund 700 admin cost
790	To fund 100, debt service

TOTALS

BUDGET FY24/25	
<i>Expense</i> <u>TRANSFER FROM</u> <u>Debit</u>	<i>Revenue</i> <u>TRANSFER TO</u> <u>Credit</u>
	\$ 3,994,000.00
	\$ 1,108,000.00
	\$ 665,147.00
	\$ 368,874.00
	\$ 35,000.00
	\$ 44,042.00
\$ 8,300,000.00	
	\$ 8,300,000.00
	\$ 300,000.00
	\$ 300,000.00
	\$ 400,000.00
\$ 289,000.00	
\$ 226,000.00	
\$ 178,000.00	
\$ 400,000.00	
\$ 300,000.00	
\$ 300,000.00	
	\$ 342,000.00
	\$ 289,000.00
	\$ 226,000.00
	\$ 178,000.00
	\$ 103,000.00
\$ 200,000.00	
\$ 342,000.00	
\$ 35,000.00	
\$ 103,000.00	
\$ 44,042.00	
\$ 3,994,000.00	
\$ 368,874.00	
\$ 263,200.00	
	\$ 274,000.00
	\$ 200,000.00
	\$ 263,200.00
\$ 291,000.00	
\$ 817,000.00	
\$ 274,000.00	
\$ 665,147.00	
\$ 17,390,263.00	\$ 17,390,263.00

City of Sherman
Historical Property Tax Rates

Fiscal Year	Rate per \$100
1983	0.5930
1984	0.5930
1985	0.5930
1986	0.5930
1987	0.5930
1988	0.5780
1989	0.5110
1990	0.5230
1991	0.5490
1992	0.5490
1993	0.5760
1994	0.5870
1995	0.5870
1996	0.5800
1997	0.4120
1998	0.4050
1999	0.4000
2000	0.4000
2001	0.4000
2002	0.4000
2003	0.4000
2004	0.4000
2005	0.4000
2006	0.4000
2007	0.4000
2008	0.4000
2009	0.3200
2010	0.3200
2011	0.3200
2012	0.3200
2013	0.3200
2014	0.3480
2015	0.3720
2016	0.3720
2017	0.3943
2018	0.4273
2019	0.4273
2020	0.4890
2021	0.4890
2022	0.4890
2023	0.4699
2024	0.5080
2025	0.5080

CITY OF SHERMAN
ITEMIZATION OF CERTAIN EXPENDITURES REQUIRED BY LGC SECTION
140.0045

Expenditures for:	FY 2024	FY 2025
(1) Notices required by law to be published in a newspaper by the City or a representative of the City	\$ 14,200.00	\$ 21,000.00
(2) directly or indirectly influencing or attempting to influence the outcome of legislation of administrative action, as those terms are defined in Section 305.002, Government Code	-	

City of Sherman, Texas
Bonded Debt as of 7/31/24

Fiscal Yr	(1) \$6,970,000 <i>Tax & Waterworks & Sewer System (Limited Pledge)</i> <i>Revenue Certificates of Obligation Series 2016</i>				(2) \$7,776,530 <i>General Obligation</i> <i>Refunding Bonds Series 2017</i>			
	Coupon	Principal	Interest		Coupon	Principal	Interest	
2025	3.000%	350,000.00	119,312.50	469,312.50	4.00%	758,113.05	143,172.53	901,285.58
2026	2.000%	360,000.00	108,812.50	468,812.50	4.00%	795,200.26	113,100.90	908,301.16
2027	2.000%	370,000.00	101,612.50	471,612.50	4.00%	793,151.70	86,333.97	879,485.67
2028	2.250%	375,000.00	94,212.50	469,212.50	4.00%	828,151.70	54,955.83	883,107.53
2029	2.250%	385,000.00	85,775.00	470,775.00	4.00%	436,933.75	22,343.71	459,277.46
2030	2.375%	390,000.00	77,112.50	467,112.50	3.00%	-	1,718.75	1,718.75
2031	2.375%	400,000.00	67,850.00	467,850.00		-	-	-
2032	2.500%	410,000.00	58,350.00	468,350.00		-	-	-
2033	2.500%	420,000.00	48,100.00	468,100.00		-	-	-
2034	2.500%	430,000.00	37,600.00	467,600.00		-	-	-
2035	3.000%	440,000.00	26,850.00	466,850.00		-	-	-
2036	3.000%	455,000.00	13,650.00	468,650.00		-	-	-
2037		-	-	-		-	-	-
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
2052		-	-	-		-	-	-
2053		-	-	-		-	-	-
		4,785,000.00	839,237.50	5,624,237.50		3,611,550.46	421,625.69	4,033,176.15

(1) These bonds were issued to fund street improvements, library renovation and a new fire station.

(2) These bonds refunded the Series 2006 bonds, and the 2008, 2009 and 2009A Certificates of Obligation.

City of Sherman, Texas
Bonded Debt as of 7/31/24

Fiscal Yr	(3) \$474,557 TIF #1 Refunding Bonds Series 2017				(4) \$1,108,913 Auditorium Refunding Bonds Series 2017			
	Coupon	Principal	Interest		Coupon	Principal	Interest	
2025	4.00%	64,565.90	8,738.24	73,304.14	4.00%	82,321.05	20,439.23	102,760.28
2026	4.00%	67,793.86	6,902.88	74,696.74	4.00%	92,005.88	16,146.22	108,152.10
2027		-	-	-	4.00%	96,848.30	11,616.03	108,464.33
2028		-	-	-	4.00%	96,848.30	7,394.17	104,242.47
2029		-	-	-	4.00%	101,690.71	3,006.29	104,697.00
2030		-	-	-	3.00%	111,375.54	231.25	111,606.79
2031		-	-	-		-	-	-
2032		-	-	-		-	-	-
2033		-	-	-		-	-	-
2034		-	-	-		-	-	-
2035		-	-	-		-	-	-
2036		-	-	-		-	-	-
2037		-	-	-		-	-	-
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
2052		-	-	-		-	-	-
2053		-	-	-		-	-	-
		132,359.76	15,641.12	148,000.88		581,089.78	58,833.19	639,922.97

(3) These bonds refunded the Series 2006 bonds, and the 2008, 2009 and 2009A Certificates of Obligation.

(4) These bonds refunded the Series 2006 bonds, and the 2008, 2009 and 2009A Certificates of Obligation.

City of Sherman, Texas
Bonded Debt as of 7/31/24

Fiscal Yr	(5) \$8,760,000 Combination Tax & Revenue Certificates of Obligation Series 2017				(6) \$3,900,000 TIRZ #5 Certificates of Obligation Series 2017			
	Coupon	Principal	Interest		Coupon	Principal	Interest	
2025	5.00%	406,316.95	241,982.30	648,299.25	5.00%	180,894.53	107,731.85	288,626.38
2026	5.00%	425,665.38	221,666.45	647,331.83	5.00%	189,508.56	98,687.12	288,195.68
2027	4.00%	447,432.36	200,383.19	647,815.54	4.00%	199,199.34	89,211.69	288,411.03
2028	4.00%	466,780.78	182,485.89	649,266.68	4.00%	207,813.36	81,243.72	289,057.08
2029	3.00%	483,710.66	163,814.66	647,525.32	3.00%	215,350.64	72,931.18	288,281.82
2030	3.00%	498,221.98	149,303.34	647,525.32	3.00%	221,811.15	66,470.67	288,281.82
2031	3.13%	512,733.30	134,356.68	647,089.98	3.13%	228,271.67	59,816.33	288,088.00
2032	3.25%	529,663.17	118,333.77	647,996.94	3.25%	235,808.95	52,682.84	288,491.79
2033	3.38%	546,593.04	101,119.71	647,712.76	3.38%	243,346.22	45,019.05	288,365.27
2034	3.38%	565,941.47	82,672.20	648,613.67	3.38%	251,960.24	36,806.12	288,766.36
2035	3.58%	585,289.90	63,571.67	648,861.57	3.58%	260,574.27	28,302.46	288,876.73
2036	3.50%	604,638.32	43,086.53	647,724.85	3.50%	269,188.29	19,182.36	288,370.65
2037	3.50%	626,405.30	21,924.19	648,329.49	3.50%	278,879.07	9,760.77	288,639.84
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
2052		-	-	-		-	-	-
2053		-	-	-		-	-	-
		6,699,392.60	1,724,700.58	8,424,093.18		2,982,606.29	767,846.15	3,750,452.44

(5) These certificates were issued to fund new street development and construction and improvements to city facilities.

(6) These certificates were issued to fund infrastructure improvements in Sherman Crossroads (TIRZ #5) development. Debt service is paid from property tax increment generated by the zone.

City of Sherman, Texas
Bonded Debt as of 7/31/24

Fiscal Yr	(7)				(8)			
	\$3,050,000 TIRZ #6				\$2,400,000 TIRZ #7			
	Certificates of Obligation Series 2017				Certificates of Obligation Series 2017			
	Coupon	Principal	Interest		Coupon	Principal	Interest	
2025	5.00%	141,468.80	84,251.83	225,720.63	5.00%	111,319.71	66,296.52	177,616.23
2026	5.00%	148,205.41	77,178.39	225,383.80	5.00%	116,620.65	60,730.54	177,351.19
2027	4.00%	155,784.10	69,768.12	225,552.22	5.00%	122,584.21	54,899.50	177,483.71
2028	4.00%	162,520.71	63,536.75	226,057.46	5.00%	127,885.15	49,996.13	177,881.28
2029	3.00%	168,415.24	57,035.93	225,451.17	3.00%	132,523.47	44,880.73	177,404.20
2030	3.00%	173,467.70	51,983.47	225,451.17	3.00%	136,499.17	40,905.02	177,404.20
2031	3.13%	178,520.15	46,779.44	225,299.59	3.00%	140,474.88	36,810.05	177,284.93
2032	3.25%	184,414.69	41,200.68	225,615.37	3.13%	145,113.20	32,420.21	177,533.41
2033	3.38%	190,309.22	35,207.21	225,516.43	3.25%	149,751.52	27,704.03	177,455.55
2034	3.38%	197,045.83	28,784.27	225,830.10	3.25%	155,052.46	22,649.92	177,702.37
2035	3.58%	203,782.44	22,133.97	225,916.41	3.38%	160,353.40	17,416.90	177,770.29
2036	3.50%	210,519.05	15,001.59	225,520.64	3.38%	165,654.33	11,804.53	177,458.86
2037	3.50%	218,097.74	7,633.42	225,731.16	3.50%	171,617.89	6,006.63	177,624.52
2038		-	-	-				-
2039		-	-	-				-
2040		-	-	-				-
2041		-	-	-				-
2042		-	-	-				-
2043		-	-	-				-
2044		-	-	-				-
2045		-	-	-				-
2046		-	-	-				-
2047		-	-	-				-
2048		-	-	-				-
2049		-	-	-				-
2050		-	-	-				-
2051		-	-	-				-
2052		-	-	-				-
2053		-	-	-				-
		2,332,551.08	600,495.06	2,933,046.14		1,835,450.03	472,520.71	2,307,970.73

(7) These certificates were issued to fund infrastructure improvements in Sherman Landing on the south side of the Hwy 75 and Hwy 691 intersection (TIRZ #6). Debt

(8) These certificates were issued to fund infrastructure improvements on the south east corner of the Hwy 75 and Hwy 1417 intersection (TIRZ #7). Debt service is

City of Sherman, Texas
Bonded Debt as of 7/31/24

Fiscal Yr	(9) \$3,900,000 Stormwater Certificates of Obligation Series 2017A				(10) \$18,980,000 Combination Tax & Revenue Certificates of Obligation Series 2018			
	Coupon	Principal	Interest		Coupon	Principal	Interest	
2025	4.00%	175,000.00	94,275.00	269,275.00	5.00%	600,000.00	594,256.26	1,194,256.26
2026	4.00%	185,000.00	87,275.00	272,275.00	5.00%	630,000.00	564,256.26	1,194,256.26
2027	4.00%	190,000.00	79,875.00	269,875.00	5.00%	660,000.00	532,756.26	1,192,756.26
2028	4.00%	200,000.00	72,275.00	272,275.00	5.00%	695,000.00	499,756.26	1,194,756.26
2029	3.00%	205,000.00	64,275.00	269,275.00	3.00%	730,000.00	465,006.26	1,195,006.26
2030	3.00%	210,000.00	58,125.00	268,125.00	3.00%	750,000.00	443,106.26	1,193,106.26
2031	3.00%	220,000.00	51,825.00	271,825.00	3.00%	775,000.00	420,606.26	1,195,606.26
2032	3.00%	225,000.00	45,225.00	270,225.00	3.13%	795,000.00	397,356.26	1,192,356.26
2033	3.00%	230,000.00	38,475.00	268,475.00	3.25%	820,000.00	372,512.50	1,192,512.50
2034	3.13%	240,000.00	31,575.00	271,575.00	3.25%	850,000.00	345,862.50	1,195,862.50
2035	3.13%	245,000.00	24,075.00	269,075.00	3.38%	875,000.00	318,237.50	1,193,237.50
2036	3.13%	255,000.00	16,418.76	271,418.76	3.38%	905,000.00	288,706.26	1,193,706.26
2037	3.25%	260,000.00	8,450.00	268,450.00	3.50%	935,000.00	258,162.50	1,193,162.50
2038		-	-	-	3.50%	970,000.00	225,437.50	1,195,437.50
2039		-	-	-	3.50%	1,005,000.00	191,487.50	1,196,487.50
2040		-	-	-	3.50%	1,040,000.00	156,312.50	1,196,312.50
2041		-	-	-	3.50%	1,075,000.00	119,912.50	1,194,912.50
2042		-	-	-	3.63%	1,115,000.00	82,287.50	1,197,287.50
2043		-	-	-	3.63%	1,155,000.00	41,868.86	1,196,868.86
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
2052		-	-	-		-	-	-
2053		-	-	-		-	-	-
		2,840,000.00	672,143.76	3,512,143.76		16,380,000.00	6,317,887.70	22,697,887.70

(9) These certificates were issued to fund projects from the City's Stormwater Management Plan. Debt service is paid from the stormwater utility fee added to utility bills.

(10) These certificates were issued to fund new street and park development, and construction and improvements to city facilities.

City of Sherman, Texas
Bonded Debt as of 7/31/24

Fiscal Yr	(11) \$19,130,000 Combination Tax & Revenue Certificates of Obligation Series 2019				(12) \$29,025,000 Combination Tax & Revenue Certificates of Obligation Series 2021			
	Coupon	Principal	Interest		Coupon	Principal	Interest	
2025	5.00%	555,000.00	607,612.50	1,162,612.50	5.00%	660,000.00	700,468.76	1,360,468.76
2026	5.00%	585,000.00	579,862.50	1,164,862.50	3.00%	695,000.00	667,468.76	1,362,468.76
2027	5.00%	610,000.00	550,612.50	1,160,612.50	3.00%	730,000.00	632,718.76	1,362,718.76
2028	5.00%	645,000.00	520,112.50	1,165,112.50	5.00%	765,000.00	596,218.76	1,361,218.76
2029	3.00%	675,000.00	487,862.50	1,162,862.50	3.00%	805,000.00	557,968.76	1,362,968.76
2030	4.00%	710,000.00	454,112.50	1,164,112.50	3.00%	845,000.00	517,718.76	1,362,718.76
2031	4.00%	735,000.00	425,712.50	1,160,712.50	2.00%	885,000.00	475,468.76	1,360,468.76
2032	4.00%	765,000.00	396,312.50	1,161,312.50	2.00%	905,000.00	457,768.76	1,362,768.76
2033	4.00%	795,000.00	365,712.50	1,160,712.50	2.00%	925,000.00	439,668.76	1,364,668.76
2034	3.00%	830,000.00	333,912.50	1,163,912.50	2.00%	940,000.00	421,168.76	1,361,168.76
2035	3.00%	855,000.00	309,012.50	1,164,012.50	2.00%	960,000.00	402,368.76	1,362,368.76
2036	3.00%	880,000.00	283,362.50	1,163,362.50	2.00%	980,000.00	383,168.76	1,363,168.76
2037	3.00%	905,000.00	256,962.50	1,161,962.50	2.00%	1,000,000.00	363,568.76	1,363,568.76
2038	3.00%	935,000.00	229,812.50	1,164,812.50	2.00%	1,020,000.00	343,568.76	1,363,568.76
2039	3.13%	960,000.00	201,762.50	1,161,762.50	2.00%	1,040,000.00	323,168.76	1,363,168.76
2040	3.25%	990,000.00	171,762.50	1,161,762.50	2.00%	1,060,000.00	302,368.76	1,362,368.76
2041	3.25%	1,025,000.00	139,587.50	1,164,587.50	2.00%	1,080,000.00	281,168.76	1,361,168.76
2042	3.25%	1,055,000.00	106,275.00	1,161,275.00	2.00%	1,100,000.00	259,568.76	1,359,568.76
2043	3.25%	1,090,000.00	71,987.50	1,161,987.50	2.00%	1,125,000.00	237,568.76	1,362,568.76
2044	3.25%	1,125,000.00	36,562.50	1,161,562.50	2.00%	1,145,000.00	215,068.76	1,360,068.76
2045	-	-	-	-	2.125%	1,170,000.00	192,168.76	1,362,168.76
2046	-	-	-	-	2.125%	1,195,000.00	167,306.26	1,362,306.26
2047	-	-	-	-	2.125%	1,220,000.00	141,912.50	1,361,912.50
2048	-	-	-	-	2.25%	1,245,000.00	115,987.50	1,360,987.50
2049	-	-	-	-	2.25%	1,275,000.00	87,975.00	1,362,975.00
2050	-	-	-	-	2.25%	1,305,000.00	59,287.50	1,364,287.50
2051	-	-	-	-	2.25%	1,330,000.00	29,925.00	1,359,925.00
2052	-	-	-	-	2.25%	-	-	-
2053	-	-	-	-	2.25%	-	-	-
		16,725,000.00	6,528,912.50	23,253,912.50		27,405,000.00	9,372,787.72	36,777,787.72

(11) These certificates were issued to fund new streets and improvements to existing streets.

(12) These certificates were issued to fund new streets, major rebuild of some existing streets and a new police headquarters.

City of Sherman, Texas
Bonded Debt as of 7/31/24

Fiscal Yr	(13) \$1,980,000 Combination Tax & Revenue Tax Notes Series 2021				(14) \$2,100,000 Combination Tax & Revenue Limited Tax Notes, Series 2022			
	Coupon	Principal	Interest		Coupon	Principal	Interest	
2025	3.00%	340,000.00	27,600.00	367,600.00	5.00%	340,000.00	54,000.00	394,000.00
2026	3.00%	350,000.00	14,000.00	364,000.00	5.00%	360,000.00	37,000.00	397,000.00
2027		-	-	-	5.00%	380,000.00	19,000.00	399,000.00
2028		-	-	-		-	-	-
2029		-	-	-		-	-	-
2030		-	-	-		-	-	-
2031		-	-	-		-	-	-
2032		-	-	-		-	-	-
2033		-	-	-		-	-	-
2034		-	-	-		-	-	-
2035		-	-	-		-	-	-
2036		-	-	-		-	-	-
2037		-	-	-		-	-	-
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
2052		-	-	-		-	-	-
2053		-	-	-		-	-	-
		690,000.00	41,600.00	731,600.00		1,080,000.00	110,000.00	1,190,000.00

(13) These certificates were issued to fund fleet and equipment purchases

(14) These certificates were issued to fund fleet and equipment purchases

City of Sherman, Texas
Bonded Debt as of 7/31/24

Fiscal Yr	(15) \$3,095,000				(16) \$73,640,000			
	<i>Limited Tax Notes, Series 2023</i>				<i>Combination Tax & Revenue Certificates of Obligation Series 2023</i>			
	Coupon	Principal	Interest		Coupon	Principal	Interest	
2025	5.00%	490,000.00	106,000.00	596,000.00	5.00%	1,160,000.00	3,609,250.00	4,769,250.00
2026	5.00%	515,000.00	81,500.00	596,500.00	5.00%	1,215,000.00	3,551,250.00	4,766,250.00
2027	5.00%	545,000.00	55,750.00	600,750.00	5.00%	1,275,000.00	3,490,500.00	4,765,500.00
2028	5.00%	570,000.00	28,500.00	598,500.00	5.00%	1,340,000.00	3,426,750.00	4,766,750.00
2029		-	-	-	5.00%	1,410,000.00	3,359,750.00	4,769,750.00
2030		-	-	-	5.00%	1,480,000.00	3,289,250.00	4,769,250.00
2031		-	-	-	5.00%	1,550,000.00	3,215,250.00	4,765,250.00
2032		-	-	-	5.00%	1,630,000.00	3,137,750.00	4,767,750.00
2033		-	-	-	5.00%	1,710,000.00	3,056,250.00	4,766,250.00
2034		-	-	-	5.00%	1,795,000.00	2,970,750.00	4,765,750.00
2035		-	-	-	5.00%	1,885,000.00	2,881,000.00	4,766,000.00
2036		-	-	-	5.00%	1,980,000.00	2,786,750.00	4,766,750.00
2037		-	-	-	5.00%	2,080,000.00	2,687,750.00	4,767,750.00
2038		-	-	-	5.00%	2,185,000.00	2,583,750.00	4,768,750.00
2039		-	-	-	5.00%	2,295,000.00	2,474,500.00	4,769,500.00
2040		-	-	-	5.00%	2,410,000.00	2,359,750.00	4,769,750.00
2041		-	-	-	5.00%	2,530,000.00	2,239,250.00	4,769,250.00
2042		-	-	-	5.00%	2,655,000.00	2,112,750.00	4,767,750.00
2043		-	-	-	5.00%	2,785,000.00	1,980,000.00	4,765,000.00
2044		-	-	-	5.00%	2,925,000.00	1,840,750.00	4,765,750.00
2045		-	-	-	5.00%	3,075,000.00	1,694,500.00	4,769,500.00
2046		-	-	-	5.00%	3,225,000.00	1,540,750.00	4,765,750.00
2047		-	-	-	5.00%	3,390,000.00	1,379,500.00	4,769,500.00
2048		-	-	-	5.00%	3,560,000.00	1,210,000.00	4,770,000.00
2049		-	-	-	5.00%	3,735,000.00	1,032,000.00	4,767,000.00
2050		-	-	-	5.00%	3,920,000.00	845,250.00	4,765,250.00
2051		-	-	-	5.00%	4,120,000.00	649,250.00	4,769,250.00
2052		-	-	-	5.00%	4,325,000.00	443,250.00	4,768,250.00
2053		-	-	-	5.00%	4,540,000.00	227,000.00	4,767,000.00
		2,120,000.00	271,750.00	2,391,750.00		72,185,000.00	66,074,500.00	138,259,500.00

(15) These certificates were issued to fund fleet and equipment purchases

(16) These certificates were issued to street, park, and facility improvements

City of Sherman, Texas
Bonded Debt as of 7/31/24

Fiscal Yr	(15) \$3,926,216				TOTALS		
	<i>Limited Tax Notes, Series 2024</i>						
	Coupon	Principal	Interest		Principal	Interest	TOTAL
2025	5.00%	565,000.00	155,500.00	720,500.00	6,980,000.00	6,740,887.52	13,720,887.52
2026	5.00%	590,000.00	127,250.00	717,250.00	7,320,000.00	6,413,087.52	13,733,087.52
2027	5.00%	620,000.00	97,750.00	717,750.00	7,195,000.00	6,072,787.52	13,267,787.52
2028	5.00%	650,000.00	66,750.00	716,750.00	7,130,000.00	5,744,187.52	12,874,187.52
2029	5.00%	685,000.00	34,250.00	719,250.00	6,433,624.46	5,418,900.02	11,852,524.48
2030		-	-	-	5,526,375.54	5,150,037.52	10,676,413.06
2031		-	-	-	5,625,000.00	4,934,475.02	10,559,475.02
2032		-	-	-	5,825,000.00	4,737,400.02	10,562,400.02
2033		-	-	-	6,030,000.00	4,529,768.76	10,559,768.76
2034		-	-	-	6,255,000.00	4,311,781.26	10,566,781.26
2035		-	-	-	6,470,000.00	4,092,968.76	10,562,968.76
2036		-	-	-	6,705,000.00	3,861,131.28	10,566,131.28
2037		-	-	-	6,475,000.00	3,620,218.76	10,095,218.76
2038		-	-	-	5,110,000.00	3,382,568.76	8,492,568.76
2039		-	-	-	5,300,000.00	3,190,918.76	8,490,918.76
2040		-	-	-	5,500,000.00	2,990,193.76	8,490,193.76
2041		-	-	-	5,710,000.00	2,779,918.76	8,489,918.76
2042		-	-	-	5,925,000.00	2,560,881.26	8,485,881.26
2043		-	-	-	6,155,000.00	2,331,425.12	8,486,425.12
2044		-	-	-	5,195,000.00	2,092,381.26	7,287,381.26
2045		-	-	-	4,245,000.00	1,886,668.76	6,131,668.76
2046		-	-	-	4,420,000.00	1,708,056.26	6,128,056.26
2047		-	-	-	4,610,000.00	1,521,412.50	6,131,412.50
2048		-	-	-	4,805,000.00	1,325,987.50	6,130,987.50
2049		-	-	-	5,010,000.00	1,119,975.00	6,129,975.00
2050		-	-	-	5,225,000.00	904,537.50	6,129,537.50
2051		-	-	-	5,450,000.00	679,175.00	6,129,175.00
2052		-	-	-	4,325,000.00	443,250.00	4,768,250.00
2053		-	-	-	4,540,000.00	227,000.00	4,767,000.00
		3,110,000.00	481,500.00	3,591,500.00	165,495,000.00	94,771,981.68	260,266,981.68

(15) These certificates were issued to fund fleet and equipment purchases



City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 8/5/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6755

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 5th day of November 2024, for the Purpose of Electing a Mayor and two City Council Members (At-Large, Place 1 and At-Large, Place 2) to Fill Expiring Terms; Providing that the Election Shall be Administered by Grayson County, Texas; Designating Early Voting Polling Places and Hours; Designating Election Day Polling Places and Hours; Designating Filing Deadlines; Ordering Notices of Election to be Given as Prescribed by Law in Connection with Such Election; Providing for the Appointment of Election Judges; Authorizing the Mayor and City Clerk to Take All Actions Necessary to Comply With Applicable Election Laws.

Issue:

To call an Election for November 5, 2024, to elect a Mayor and two City Council Members, (At-Large, Place 1 and At-Large, Place 2).

Background:

In compliance with applicable law, the City must, by ordinance, call an Election.

Origination:

City Clerk's Office

Financial Consideration:

The estimated cost for the Election will be between \$10,000 and \$15,000.

Staff Recommendation:

It is recommended that the City Council approve the ordinance calling the Election for Tuesday, November 5, 2024.

Alternatives:

There is no viable alternative.

Attachments:

1. Ordinance No. 6755

ORDINANCE NO. 6755

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 5th DAY OF NOVEMBER, 2024, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO CITY COUNCIL MEMBERS (AT-LARGE, PLACE 1 AND AT-LARGE, PLACE 2) TO FILL EXPIRING TERMS; PROVIDING THAT THE ELECTION SHALL BE ADMINISTERED BY GRAYSON COUNTY, TEXAS; DESIGNATING EARLY VOTING POLLING PLACES AND HOURS; DESIGNATING ELECTION DAY POLLING PLACES AND HOURS; DESIGNATING FILING DEADLINES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; PROVIDING FOR THE APPOINTMENT OF ELECTION JUDGES; AUTHORIZING THE MAYOR AND CITY CLERK TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH APPLICABLE ELECTION LAWS; 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”) duly authorizes and hereby orders a general election to be held within the City of Sherman, Texas (“Sherman”) on November 5, 2024, for the purpose of electing a Mayor and two members of the Sherman City Council (At-Large, Place 1 and At-Large, Place 2), with each such term being for a period of three years.

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

SECTION 1. That, in compliance with the Sherman Home Rule Charter, and in accordance with the laws and the Constitution of the State of Texas, an election is hereby called and ordered for November 5, 2024, at which all qualified voters may vote for the purpose of electing City Council Members for At-Large, Place 1 and At-Large, Place 2 to fill expiring terms.

SECTION 2. That said election shall be administered by Grayson County, Texas in accordance with a Joint Election Agreement executed pursuant to the authority of a Resolution approved by the City Council.

SECTION 3. That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label the same “*Official Ballot*” on which ballot shall be printed the names of the candidates and the designation of each position sought, which shall be “Council Member, At-Large, Place 1,” and “Council Member, At-Large, Place 2,” respectively.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Council Member unless such person has filed his/her sworn application for a place on the ballot, as provided by the laws of the State.

SECTION 5. Candidates must file for a specific place and adhere to the filing deadlines. The candidate filing period for the election is as follows:

Beginning: July 20, 2024 at 8:00 a.m.
Ending: August 19, 2024 at 5:00 p.m.

SECTION 6. That early voting will begin on October 21, 2024, and continue through November 1, 2024, at times and locations to be determined by the Grayson County Elections Administration. Voting times and locations are subject to change. Applications for ballots by mail shall be requested from and mailed to Early Voting Clerk, Elections Administration Building, 115 W. Houston, Sherman, Texas 75090, or faxed to (903) 891-4370 or emailed to votegrayson@co.grayson.tx.us. (If faxed or emailed, the original application must be mailed and received within 4 days.) Applications for ballots by mail must be received no later than the close of business on October 25, 2024.

SECTION 7. That Election Day voting by personal appearance shall be at the following vote centers from 7:00 a.m. until 7:00 p.m.:

<u>LOCATION</u>	<u>JUDGES</u>
TBD	TBD
TBD	Presiding Judge
TBD	TBD
	Alternate Judge

Voting times and locations are subject to change.

SECTION 8. That notice of said election shall be given by the Mayor of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before Election Day, and by publishing the caption for this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Texas Election Code.

SECTION 9. That for early voting in person, early voting by mail, election day voting and provisional voting, the following voting equipment will be used: ES&S ExpressVote Universal voting machines (EVS 6.1.1.0); ES&S DS200 Digital Precinct Scanners (EVS 6.1.1.0) - at least one per polling site for Early Voting; at least one per polling site for Election Day; ES&S DS450 Digital Central Count Scanner/Tabulator (EVS 6.1.1.0) along with the required ancillary parts and services required for such voting tabulation system.

SECTION 10. That the Presiding Judge for Early Voting shall be Julie Phillips, the Alternate Judge shall be Kelsi Stephens and additional Voting Clerks shall be appointed.

SECTION 11. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, by the Early Voting Judge, consisting of a Presiding Judge and additional Clerks.

SECTION 12. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. Two judges will deliver the election returns and will split the \$25.00 pay for that service. No judge may be paid for more than two hours of work before the polls open.

SECTION 13. That Julie Phillips, County Elections Administrator, is hereby appointed Counting Station Presiding Manager.

SECTION 14. That the election shall be conducted in accordance with the Texas Election Code and other applicable law, and all qualified voters of Sherman shall be eligible to vote at the election.

SECTION 15. The Mayor and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 16. 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 17. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 18. This order for an election becomes effective immediately upon its passage.

SECTION 19. 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 5th day of August 2024.

ADOPTED on this the 5th day of August 2024.

EFFECTIVE DATE on this the 5th day of August 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 Council Regular Meeting

Agenda Item No. D.3.

Meeting Date: 8/5/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6756

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being Lot 2R-1 Consisting Of 3.172 acres being a part of J.B. McAnair Survey, Abstract No. 763, and being all of Lot 2R of Oak View Sherman Addition, City Of Sherman, Grayson County, Texas, Located At 2211 North Highway 75, Heretofore Zoned C-1 (Retail Business) District/75 & 82 Overlay District; Rezoning And Placing The Tract In The C-2 (General Commercial) District/75& 82 Overlay District Zoning Classification, Brad Tidwell, OV Sherman, LLC (Owner), Kyle Stephens (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 3.172 acres of land located at 2211 North Highway 75 from a C-1 (Retail Business) District/75 & 82 Overlay District to C-2 (General Commercial) District/75& 82 Overlay District.

Background:

The property is located at 2211 North Highway 75 between East Taylor Street and East Lamberth Road. The owner is requesting a Zone Change for Lot 2R-1 from C-1 (Retail Business) District/75 & 82 Overlay District to C-2 (General Commercial) District/75& 82 Overlay District.

The proposed site plan includes 47,500 square feet of general commercial space.

The following has been approved for this location:

- 6/18/2024 - Public Hearing and Variance under Section 14.03.001 to allow architectural metal in lieu of masonry, masonry veneer, or concrete siding.

Origination:

Brad Tidwell, OV Sherman, LLC (Owner)
Kyle Stephens (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 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. 6756
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Signs
7. Narrative
8. Site Plan
9. Landscape Plan
10. Elevations

ORDINANCE NO. 6756

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 2R-1 CONSISTING OF 3.172 ACRES BEING A PART OF J.B. MCANAIR SURVEY, ABSTRACT NO. 763, AND BEING ALL OF LOT 2R OF OAK VIEW SHERMAN ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2211 NORTH HIGHWAY 75, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT/75 & 82 OVERLAY DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT/75& 82 OVERLAY DISTRICT ZONING CLASSIFICATION, BRAD TIDWELL, OV SHERMAN, LLC (OWNER), KYLE STEPHENS (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 at 2211 North Highway 75 and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) District/75& 82 Overlay 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 5th day of August 2024.

ADOPTED on this the 5th day of August 2024.

EFFECTIVE DATE on this the 5th day of August 2024.

CITY OF SHERMAN, TEXAS

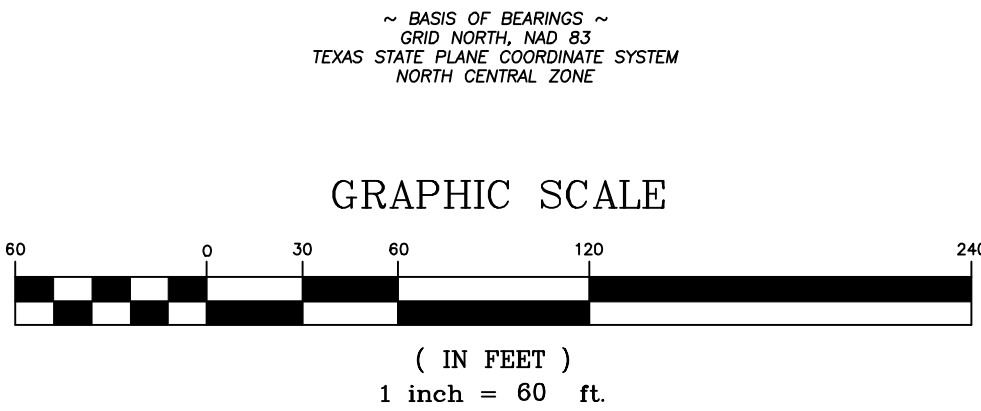
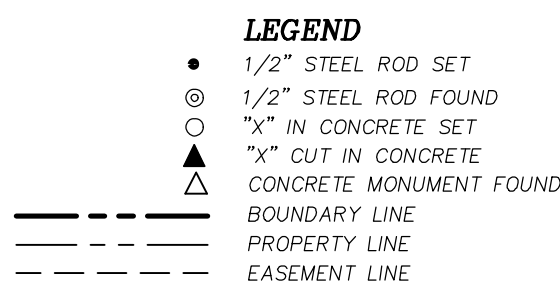
BY: _____
DAVID PLYLER, MAYOR

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



OWNER'S CERTIFICATE OF DEDICATION

[illegible]

WITNESS, my hand at Grayson County, Texas, this _____ day of _____
2024.

BRADLEY TIDWELL, MANAGER
OV SHERMAN LLC

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, BRADLEY TIDWELL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2024.

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

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, OV SHERMAN LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as REPLAT OF LOT 21 OF OAK VIEW SHERMAN ADDITION, an addition to the City of Sherman, Grayson County, Texas.

[illegible]

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at REPLAT OF LOT 2R OF OAK VIEW SHERMAN ADDITION, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS _____ DAY OF _____, 2024

BY: OV SHERMAN LLC

BY: BRADLEY TIDWELL, MANAGER

Approved this _____ day of _____, 2024, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date _____

City Engineer

Date _____

City of Sherman
Attest:

City Clerk

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR ANY
PURPOSE AND SHALL NOT BE
USED, VIEWED OR RELIED
UPON AS A FINAL SURVEY
DOCUMENT

*Preliminary plat, for inspection
purposes only.
In no way official or approved for
record purposes.*

*PRELIMINARY REPLAT OF
LOT 2R
OAK VIEW SHERMAN ADDITION
Being a Replat of Lot 2R Oak View Addition
J.B. Survey, Abstract Number 763
Being in the City of Sherman, Grayson County, Texas.
Containing 6.00 acres of land*

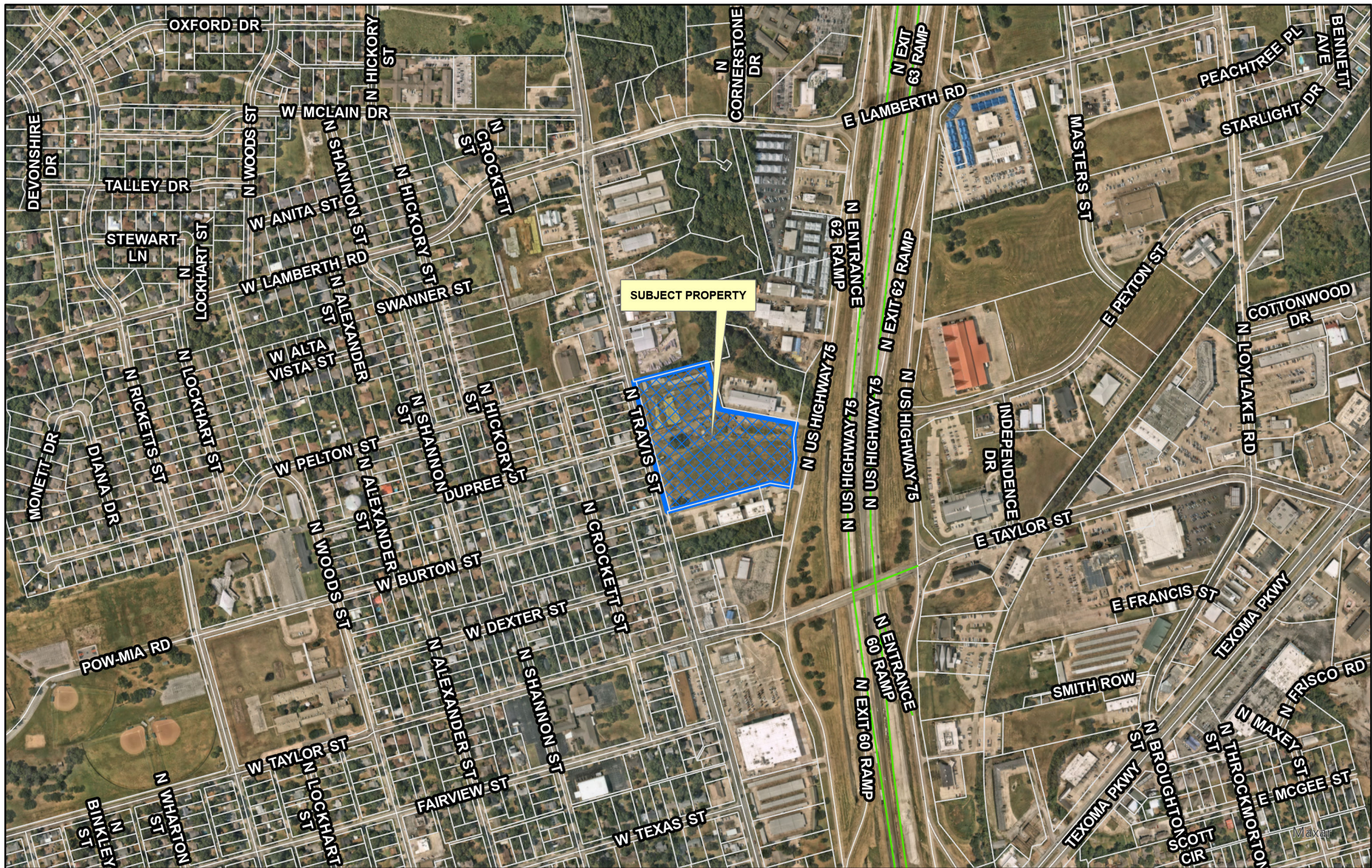
07-12-2024

OWNERS/DEVELOPER
OV SHERMAN LLC
178 JELLICO CIRCLE
SOUTHLAKE, TX 76092

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

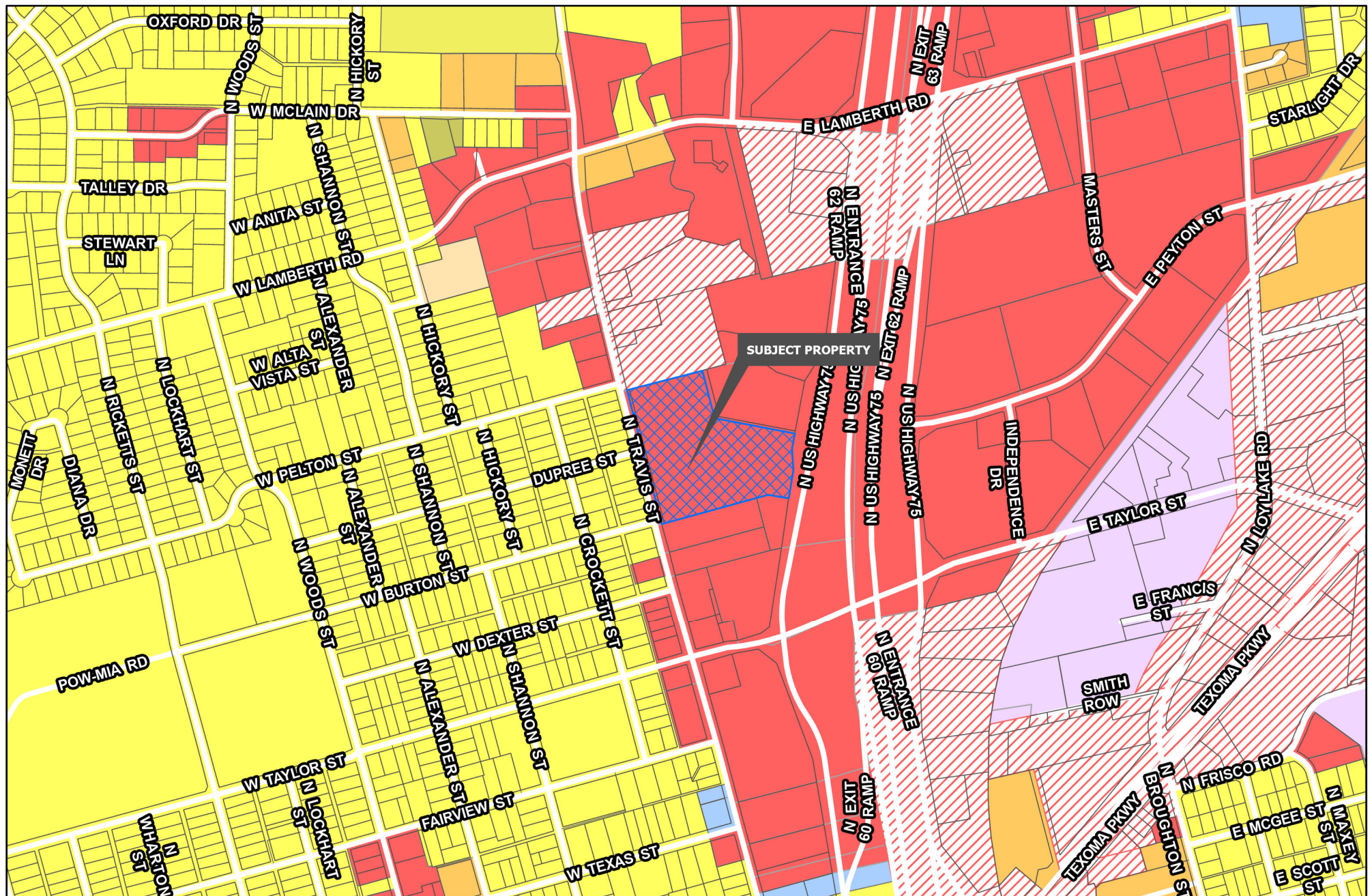
UNDERWOOD
DRAFTING & SURVEYING

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



**CITY OF SHERMAN
LOCATION MAP
2211 N HWY 75**





Development Services
Department

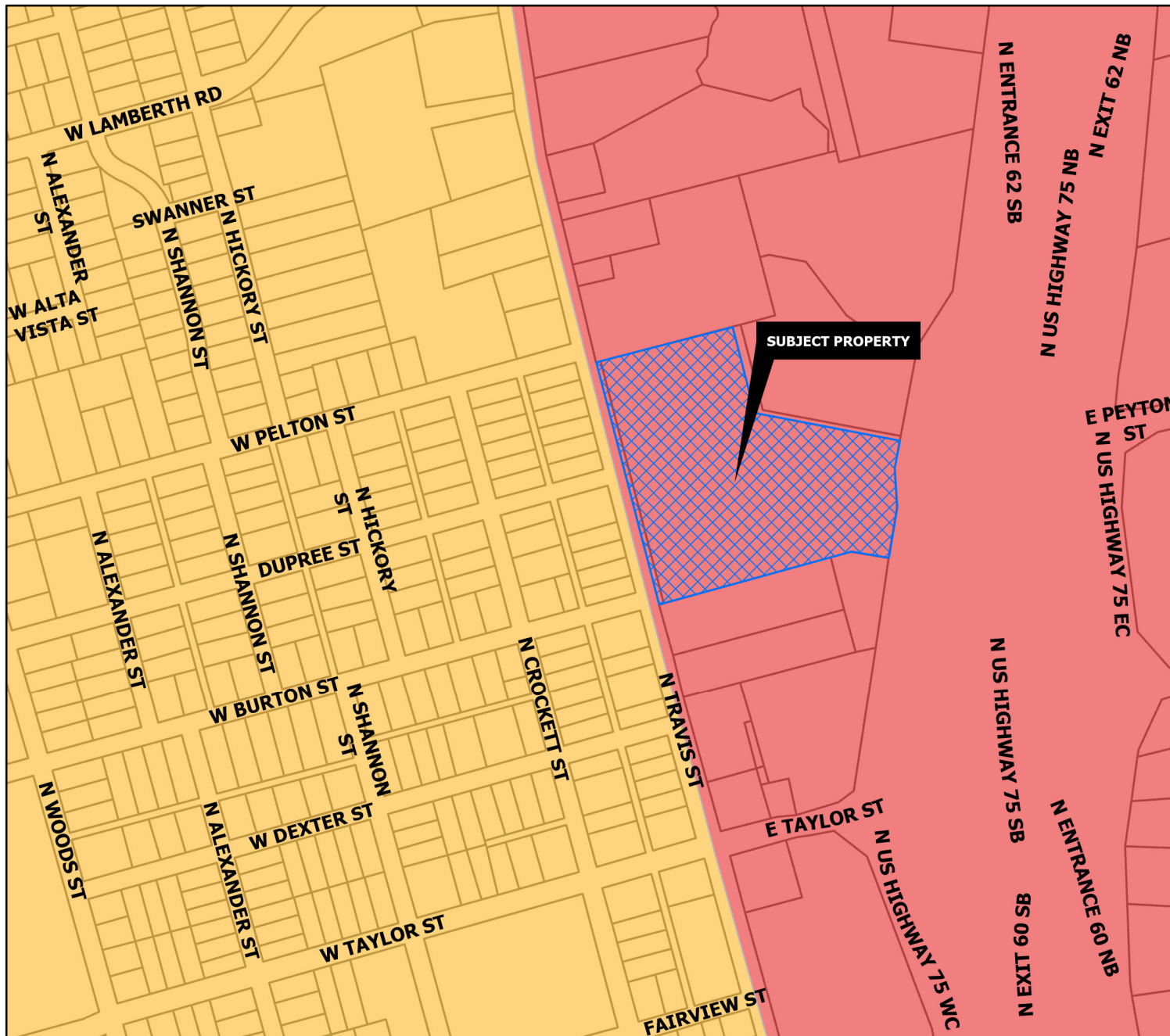
- | | | |
|--|--|--|
|  R-A Residential Agricultural |  MF-15 Multi-Family Residential |  M-1.5 Medium Manufacturing |
|  R-E Estate Residential |  MF-30 Multi-Family Residential |  M-2 Heavy Manufacturing |
|  R-12 Single Family Residential |  MH Manufactured Housing |  PD Planned Development |
|  R-6 Single Family Residential |  C-N Neighborhood Commercial | |
|  R-5 Single Family Residential |  C-O Office | |
|  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 | |
- Road Names All
-  Planning & Zoning

Road Names All

 Planning & Zoning

CITY OF SHERMAN
ZONING MAP
2211 N HWY 75





REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

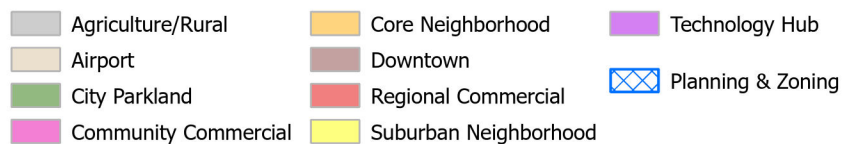
- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

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



Development Services
Department



CITY OF SHERMAN
FUTURE LAND USE MAP
2211 N HWY 75



Date: 6/10/2021 10:48 AM



2211 N Hwy 75

**NOTICE OF
PROPOSED ZONING CHANGE
AND VARIANCE REQUEST**

PROJECT #: 24-002120

Planning & Zoning Map:



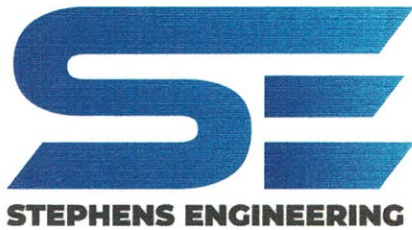
**FOR MORE INFORMATION
CONTACT:**

**DEVELOPMENT SERVICES
903-892-7229**



Avid
Real Estate Advisors
FOR INFO FOR INFO
Sherman
NOTICE OF
PROPOSED ZONING CHANGE
AND VARIANCE REQUEST
PROJECT # 24-002120
Planning & Survey Map
FOR MORE INFORMATION
CONTACT
DEVELOPMENT SERVICES
800-450-1040
9.1040
GrEA.com

Public Storage



P.O. Box 6618
Longview, TX 75608

Texas Registered Engineering Firm F-20395

O: 903.215.8990
stephenseng.net

May 08, 2024

City of Sherman
Development Services
220 W. Mulberry
Sherman, Texas 75090

RE: OV Sherman, LLC
Proposed Flex Office / Shop Development
N. Travis Street
Development Application

Dear Staff:

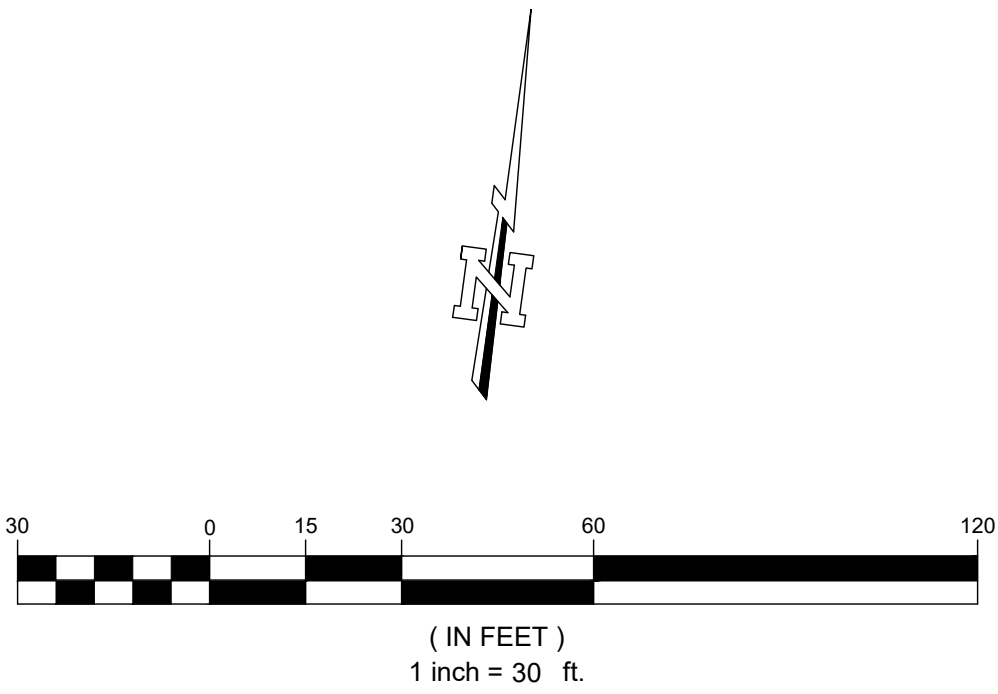
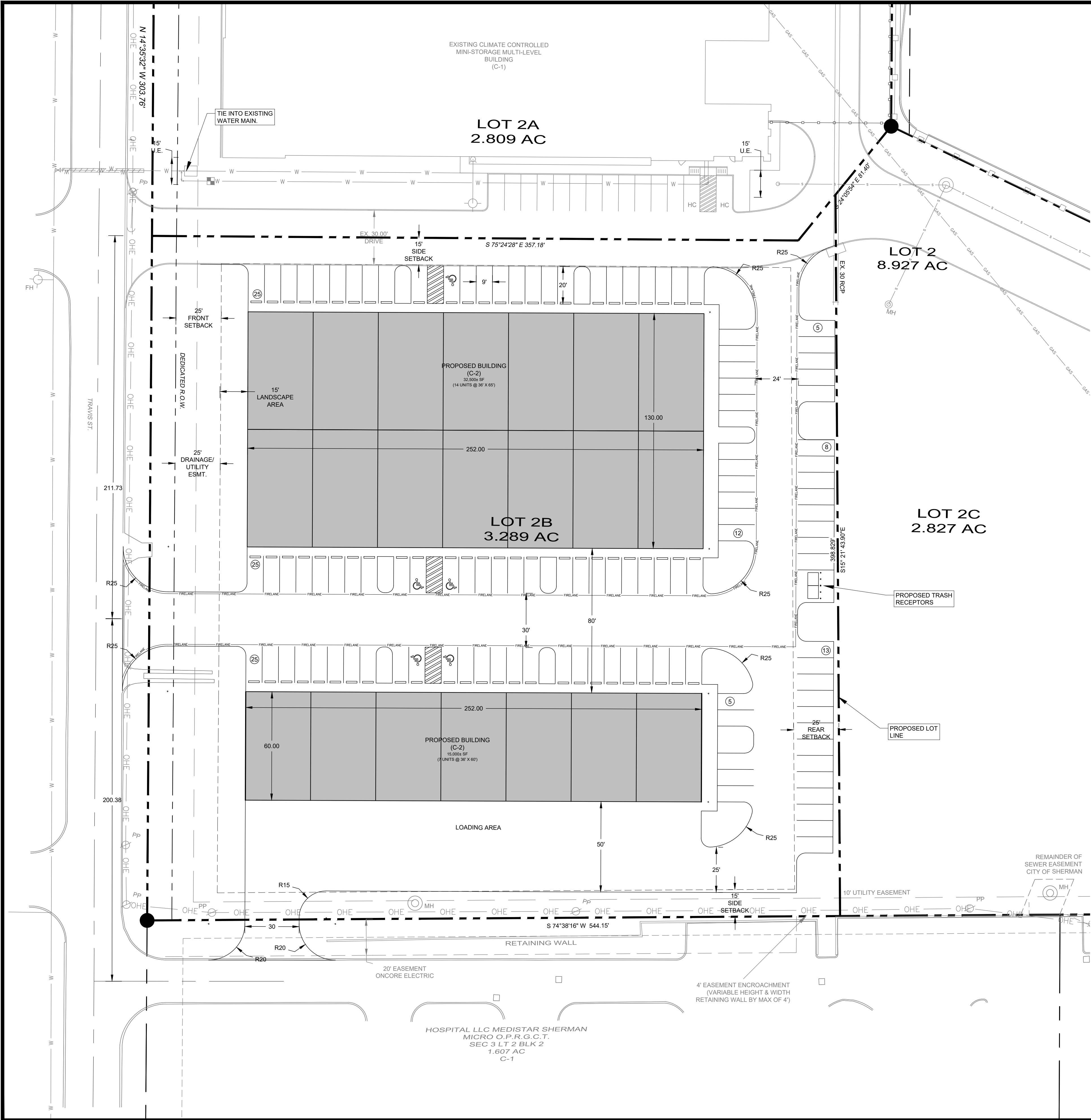
OV Sherman, LLC is proposing constructing a multi-flex office / shop space that will be one story. The current lot is zoned C-1 and we would like to rezone to C-2. We are submitting the master application that requests a zoning change, variance exception request and a site plan review. We have also included the check list that includes the information associated with each request.

Should you require any additional information or have any questions, please give me a call.

Sincerely,
STEPHENS ENGINEERING

Joey Scott
Project Manager

Enclosure



LEGEND		
U.E. - UTILITY EASEMENT	— S —	EXISTING SEWER LINE
D.E. - DRAINAGE EASEMENT	— W —	EXISTING WATER LINE
A.I. - AREA INLET	— S —	PROPOSED SEWER LINE
C.I. - CURB INLET	— W —	PROPOSED WATER LINE
G.I. - GRATE INLET	— — —	EASEMENT
	— — —	PROPERTY LINE

SITE DATA	
SITE DATA:	
GROSS/NET SITE AREA	143,271 SF
ZONING	C-2 (PROPOSED)
PROPOSED USE	OFFICE/SHOP
BUILDING DATA:	
BUILDING HEIGHT	1 STORY
BUILDING AREA(GROSS)	47,880 SF
FLOOR TO AREA RATIO	0.33

PARKING SUMMARY			
PARKING REQUIRED	TOTAL SF	REQUIRED SPACES	PROVIDED
OFFICE/SHOP (1 SP/400 SF)	47,880 SF (PROP.)	120	120

NOTE:
1. TYPICAL PARKING SPACE DIMENSIONS 9'x20' UNLESS OTHERWISE SHOWN.

GENERAL NOTES

- EXISTING ZONING: C-1
- PROPOSED ZONING: C-2
- NUMBER OF LOTS: 1
- SETBACKS: FRONT: 25'
BACK: 25'
SIDE: 15'
- BUILDING HEIGHT: <35'
- MINIMUM LOT SIZE: N/A
- EROSION CONTROL DURING CONSTRUCTION SHALL BE ACCOMPLISHED PER CITY REQUIREMENTS.
- MIN. 15' WIDE UTILITY EASEMENTS SHALL BE PROVIDED FOR ALL UTILITIES OUTSIDE OF THE STREET R.O.W.
- SANITARY SEWER COLLECTION SYSTEM SHALL BE DESIGNED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
- DRAINAGE RUNOFF SHALL BE ROUTED TO AN APPROPRIATE DRAINAGE WAY.
- MECHANICAL EQUIPMENT SHALL BE SCREENED WITH A SCREEN WALL MATCHING THE FACADE OF THE PROPOSED BUILDING.
- TRASH/RECYCLE RECEPTACLE SHALL BE SCREENED WITH A SCREEN WALL MATCHING THE FACADE OF THE PROPOSED BUILDING.
- PARKING LOT LIGHTING SHALL BE SHUTTERED CUT-OFF FIXTURES, AIMED AT THE STRUCTURE, AND SHALL BE DESIGNED TO HAVE LIMITED LIGHT POLLUTION TO ADJACENT LOTS.
- THE NET STORM WATER RELEASE FROM THE PROPERTY SHALL BE ZERO.
- THE FIRE LANE WILL BE REQUIRED TO BE MARKED AS OUTLINED IN THE FIRE CODE.
- FIRE HYDRANTS WILL BE REQUIRED TO BE LOCATED IN A UTILITY EASEMENT AND THE FIRE HYDRANTS SHALL MEET THE CITY OF SHERMAN SPECIFICATIONS AS OUTLINED BY THE DEVELOPMENT STANDARDS.
- THE BUILDING SHALL BE CONSTRUCTED WITH A FIRE SUPPRESSION SPRINKLER SYSTEM WITH A BACKFLOW PREVENTION DEVICE ACCORDING TO THE DEGREE OF HAZARD.
- ANY WALL PACK BUILDING LIGHTING SHALL BE DIRECTED AWAY AND DOWNWARD FROM ADJACENT LOTS.
- LANDSCAPING IS IN COMPLIANCE WITH LANDSCAPING URBAN FORESTRY AND SIGNAGE.
- BUILDING MATERIAL WILL CONSIST OF BRICK, METAL, GLASS, AND STONE. BUILDING WILL CONFORM TO CITY'S MASONRY REQUIREMENTS.
- ALL LIGHTING SHALL BE SHIELDED AS TO BLOCK ANY LIGHT TRESPASS ONTO RESIDENTIAL PROPERTIES.
- BUILDING FACADE MATERIALS INCLUDE BRICK AND FIBER CEMENT SIDING WITH AN ASPHALT SHINGLE ROOF.
- SIGNS BY SEPARATE PERMIT.

PRELIMINARY

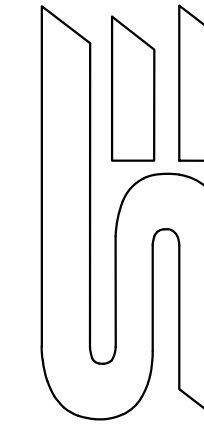
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KYLE A. STEPHENS, P.E. NO 106333 ON 06/04/24. IT IS NOT TO BE USED FOR CONSTRUCTION.

MARK	REVISION	DATE

OAK VIEW CAPITAL PARTNERS
SHERMAN C-2 BUILDINGS
SHERMAN, TEXAS

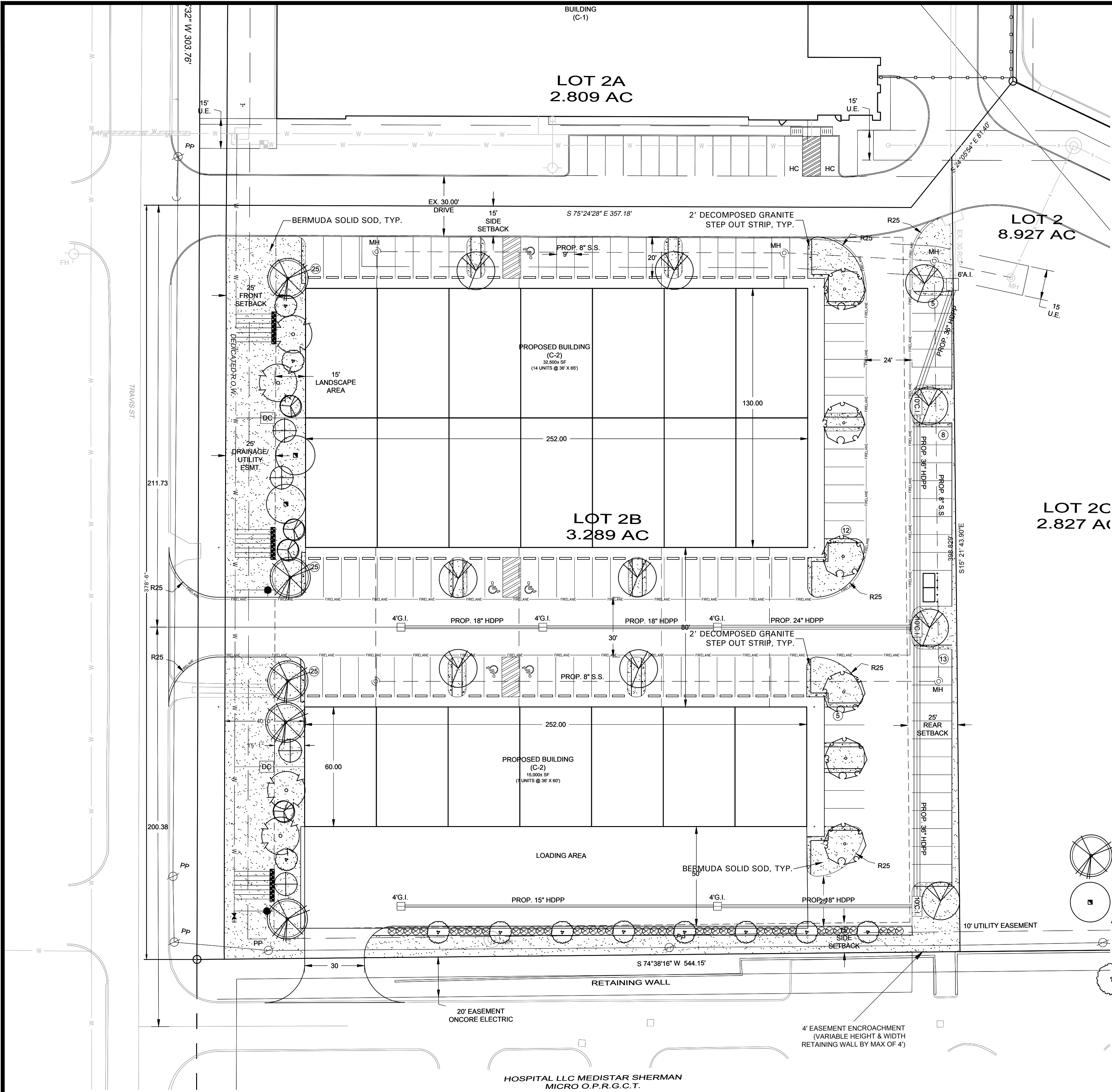
PROPOSED
SITE PLAN REVIEW

DRAWN BY:	J.T.S.
DESIGNED BY:	K.A.S.
DATE:	FEB. 2023
JOB NO.	OVCP-22-01



STEPHENS ENGINEERING
P.O. BOX 6618 LONGVIEW, TX 75608
(903) 215-8990 STEPHENSENG.NET

SEAL:	TYPE FIRM NO. F-20395
SHEET NO.	



LANDSCAPE TABULATIONS for Sherman, TX

PARKING LOT LANDSCAPE

- Parking lots shall have open landscaped areas that are equal to but not less than ten (10) percent of the parking areas and drives in the parking areas. The required area may be located along the perimeter of a parking lot or interior of the parking lot as landscaped islands.
- Minimum of 1 shade tree shall be planted in all islands and every 12 stalls.
- Landscaping shall consist of a combination of such materials as grasses, ground cover, shrubs, vines, hedges, trees, or other such materials. A 2' wide step out strip to be provided for vehicles.

Parking Area =	43,475 s.f.
Parking Spaces =	118
REQUIRED	PROVIDED
4348 s.f. (10%)	6963 s.f.
10 trees	16 trees

STREET PERIMETER BUFFER

- A 15' street bufer shall be provided at the perimeters of a development adjacent to a public right-of-way.
- 2 shade trees and 2 ornamental trees shall be provided for every 1000 s.f. of buffer area.
- No more than 25% shall be single species and trees shall be planted to look natural.

Travis Street - 379 l.f.	
REQUIRED	PROVIDED
15' buffer	15' buffer
15 x 379 l.f. = 5685 s.f.	
11 shade trees	11 shade trees
11 ornamental trees	11 ornamental trees

- GENERAL LAWN NOTES
- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER
 - LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
 - CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS, ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN GRADE CORRECT AREAS WHERE STANDING WATER MAY OCCUR.
 - ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNERS' CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
 - CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER. REMOVE ALL DIRT CLOUDS, STICKS, CONCRETE SPOILS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
 - CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
 - CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

- SOLID SOD
- SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
 - SOD SHALL BE DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+1/4"), EXCLUDING TOP GROWTH AND THATCH.
 - LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS. NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS.
 - TOP DRESS JOINTS IN SOD BY HAND WITH TOPSOIL TO FILL VOIDS IF NECESSARY.
 - SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
 - SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A RATE OF 4 POUNDS PER 1000 S.F.

- LANDSCAPE NOTES
- CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
 - CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
 - A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
 - CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
 - LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
 - PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.
 - EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
 - MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.
 - QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
 - CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEED BE AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
 - TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
 - 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL. PINE STRAW MULCH IS PROHIBITED.
 - WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 1405 WEED BARRIER OR APPROVED EQUAL.
 - CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

- IRRIGATION
- ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

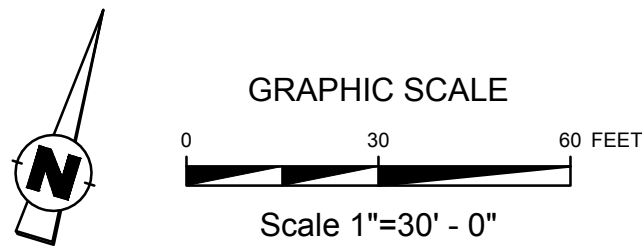
- MAINTENANCE REQUIREMENTS
- VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
 - MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNERS REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
 - ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

- MISCELLANEOUS MATERIALS
- STEEL EDGING SHALL BE 3/16" X 4 X 16" DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.
 - DECOMPOSED GRANITE SHALL CONSIST OF A NATURAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER AND COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE. DG SHALL BE PLACED OVER FILTER FABRIC AT A MINIMUM OF 3" DEPTH.

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
SHADE TREES					
CE		Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	12' ht., 4' spread, matching
CO		Chinkapin Oak	<i>Quercus muhlenbergii</i>	3" cal.	12' ht., 4' spread, matching
LE		'Bosque' Lacebark Elm	<i>Ulmus parvifolia 'UPMTF'</i>	4" cal.	14' ht., 5' spread, matching
MWO		Mexican White Oak	<i>Quercus polymorpha</i>	3" cal.	12' ht., 4' spread, matching
RO		Texas Red Oak	<i>Quercus buckleyi</i>	3" cal.	12' ht., 5' spread
ORNAMENTAL TREES					
CM		Crape Myrtle 'Dynamite'	<i>Lagerstroemia indica 'Dynamite'</i>	30 gal.	8' ht., 4' spread, multi trunk, 3 cane min.
DW		Desert Willow	<i>Chilopsis linearis</i>	30 gal.	8' ht., 4' spread, multi trunk, 3 cane min.
RB		Oklahoma Redbud	<i>Cercis reniformis 'Oklahoma'</i>	30 gal.	8' ht., 4' spread, 3 trunk min.
NRS		Nellie R Stevens Holly	<i>Ilex x 'Nellie R. Stevens'</i>	7 gal.	full, 40" o.c.
SHRUBS					
GROUND COVER/VINES/GRASS					
		Bermuda Solid Sod	<i>Cynodon dactylon</i>		
		Decomposed Granite			

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.



AWR
AWR Designs, LLC
P.O. Box 1746
Aledo, Texas 76008
amanda@awr-designs.com
c. 512.517.5589

DATE	REVISION	MARK

LANDSCAPE PLAN

OAK VIEW CAPITAL PARTNERS
SHERMAN C-2 RETAIL
SHERMAN, TEXAS

DRAWN BY: J.T.S.
DESIGNED BY: K.A.S.
DATE: JUNE 2024
JOB NO. OVC-22-01

STEPHENS ENGINEERING
P.O. BOX 6618 LONGVIEW, TX 75608
(903) 215-8990 STEPHENSENGINEERING.NET

PRELIMINARY
NOT FOR CONSTRUCTION
SEAL: TBPTE FIRM NO. F-20395
SHEET NO.

L1.01





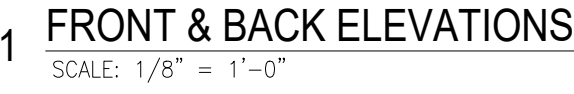
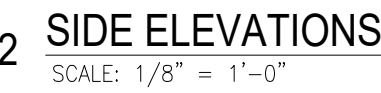
NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

[illegible]

Sherman, TX

DATE _____

A0.0



MATERIALS, COLORS, & FINISHES TO MATCH SELF STORAGE BUILDING ON SITE



City Council Regular Meeting

Agenda Item No. D.4.

Meeting Date: 8/5/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6757

Closing and abandoning one (1) platted alley in the City of Sherman, Grayson County, Texas, being established Exstein's Maple Addition, filed in Volume 138, Page 185 of the Deed Records of Grayson County, Texas; Authorizing the City Manager to Execute a Release of Claims (Right-of-Way Abandonment) to Ruben Rodriguez and Aracelia Resendiz, the Adjacent Property Owners

Issue:

To consider approving the closure and abandonment of one (1) platted alley, original alley being established in Volume 138, Page 185, Deed Records, Grayson County, Texas

Background:

Ruben Rodriguez and Aracelia Resendiz, the adjacent property owners to the west of the subject area, are requesting the abandonment of this alley to both utilize the area of the existing unimproved alley for a private driveway purposes, but also to enclose said property for security purposes. The property owners to the east of the subject area have agreed to this abandonment and have indicated in writing that they have no interest in obtaining a portion of the alley. This Ordinance will perform the necessary action to officially close and abandon said alley.

Origination:

Ruben Rodriguez and Aricelia Resendiz, adjacent property owner; Engineering Department

Financial Consideration:

None.

Staff Recommendation:

Staff Recommends that the City Council approve the Ordinance closing and abandoning the alley.

Alternatives:

As may be directed by City Council.

Attachments:

1. Ordinance No. 6757
2. Release of Claims - ROW Alley Abandonment_06262024
3. Request of Abandonment Letter
4. Abandonment Location Map

ORDINANCE NO. 6757

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING ONE (1) PLATTED ALLEY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS BEING ESTABLISHED EXSTEIN'S MAPLE ADDITION, FILED IN VOLUME 138, PAGE 185 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF CLAIMS (RIGHT-OF-WAY ABANDONMENT) TO RUBEN RODRIQUES AND ARACELIA RESENDIZ, THE ADJACENT PROPERTY OWNERS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the portion of alley right of way of in the City of Sherman, Grayson County, Texas, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, said right of way being established in Volume 138, Page 185 of the Deed Records of Grayson County, Texas, shall be closed and abandoned, save and except said property shall be reserved as an easement for public and franchise utilities for the right of ingress and egress to same for purposes of operation, maintenance, or removal of such utilities or until such utilities shall be abandoned or relocated:

SECTION 2. That it is the intent of the City Council that the right and interest in such right of way herein closed and vacated shall vest to the adjoining property owner by appropriate conveyance of said right-of-way herein described.

SECTION 3. That it is found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place, and purpose of said meeting was given, all as required by law.

INTRODUCED on this the 5th day of August 2024.

ADOPTED on this the 5th day of August 2024.

EFFECTIVE DATE on this the 5th day of August 2024.

CITY OF SHERMAN, TEXAS

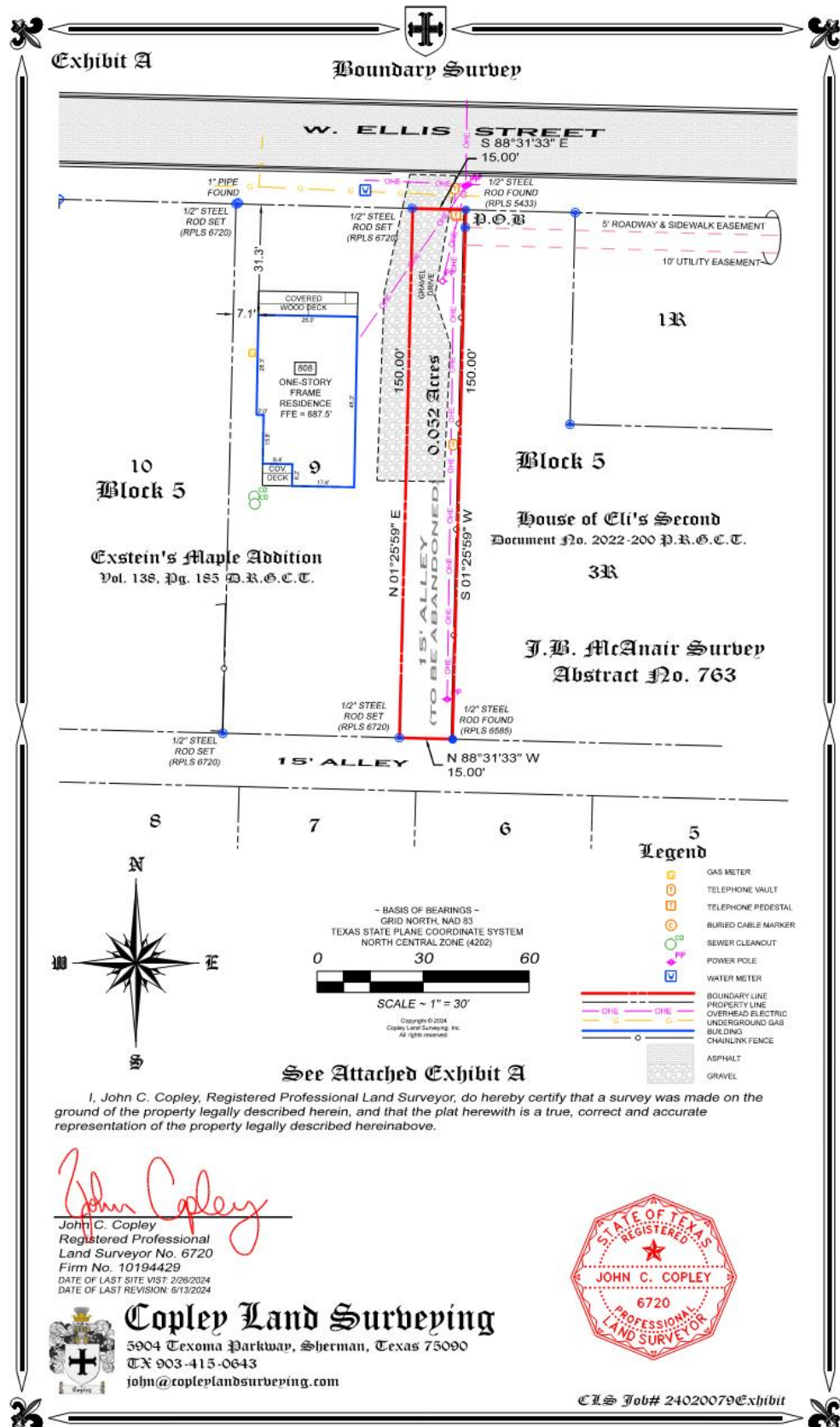
**BY: _____
DAVID PLYLER, MAYOR**

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



Copley Land Surveying



Legal Description *CIS Job# 24020079 Exhibit A*

Situated in the City of Sherman, County of Grayson, State of Texas being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of the 15' alley lying east of Lot 9, Block 5, Exstein's Maple Addition, an Addition to the City of Sherman, Texas, as shown by plat of record in Volume 138, Page 185, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found with a cap marked RPLS 5433 maintaining the northwest corner Lot 3R, Block 5, House of Eli's Second, an addition to the City of Sherman, Texas as shown by plat of record in Document Number 2022-200, Plat Records, Grayson County, Texas, and the intersection of the east line of said 15' alley and the south line of W. Ellis Street;

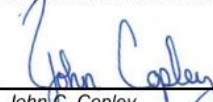
Thence **South 01°25'59" West**, along the east line of said 15' alley and west line of said Lot 3R, a distance of **150.00 feet** to a 1/2" steel rod found with a cap marked RPLS 6585 maintaining the southwest corner of said Lot 3R and the intersection of the east line of said 15' alley, and the north line of the East to West 15' alley of said Block 5;

Thence **North 88°31'33" West**, a distance of **15.00 feet** to a 1/2" steel rod previously set with an aluminum cap marked COPLEY RPLS 6720 for the southeast corner of said Lot 9, Block 5, Exstein's Maple Addition, and the intersection of the west line of said 15' alley and the north line of said East to West 15' alley of said Block 5;

Thence **North 01°25'59" East**, along the west line of said 15' alley and the east line of said Lot 9, Block 5, Exstein's Maple Addition, a distance of **150.00 feet** to a 1/2" steel rod previously set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said Lot 9, Block 5, Exstein's Maple Addition, and the intersection of the west line of said 15' alley, and the south line of said W. Ellis Street;

Thence **South 88°31'33" East**, along the north line of said Block 5, and the south line of said W. Ellis Street, a distance of **15.00 feet** to the **Point-of-Beginning** and containing **0.052 acres** of land.

I, John C. Copley, 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.



John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429



5904 Texoma Parkway, Sherman, Texas 75090, (903) 415-0643

1

**RELEASE OF CLAIMS
(Right-of-Way Abandonment)**

Ruben Rodriguez and Aracelia Resendiz hereby requests that the City of Sherman, Texas (“City”) abandon right-of-way, consisting of 0.052± acres of land, situated in the McAnair Survey, Abstract No. 763, Sherman, Grayson County, Texas, which is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes (“Existing Right-of-Way”). In consideration of the abandonment of the Existing Right-of-Way, the receipt and sufficiency of which is hereby acknowledged, Ruben Rodriguez and Aracelia Resendiz hereby releases any and all claims, causes of action, demands, suits and actions against the City and its City Council members, officers, agents, employees and representatives arising out of or relating in any way to the Existing Right-of-Way and/or the abandonment of the Existing Right-of-Way (collectively, “Released Claims”).

Ruben Rodriguez and Aracelia Resendiz is fully authorized and empowered to enter into this Release on the terms and conditions stated herein, and the undersigned is fully authorized and legally competent to execute this Release on behalf of Ruben Rodriguez and Aracelia Resendiz as the legal, valid and binding act and deed of Ruben Rodriguez and Aracelia Resendiz. Ruben Rodriguez and Aracelia Resendiz represents and warrants that the Released Claims are currently owned solely by Ruben Rodriguez and Aracelia Resendiz, free and clear of all liens, encumbrances, pledges, assignments, claims and security interests of any kind or nature. Ruben Rodriguez and Aracelia Resendiz further represents and warrants that it has the right to compromise and settle the Released Claims and any other claims that could have been asserted by Ruben Rodriguez and Aracelia Resendiz which relate in any way to the Existing Right-of-Way.

Ruben Rodriguez and Aracelia Resendiz **AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, INJURIES, CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING ATTORNEY’S FEES AND EXPENSES, ARISING FROM OR OUT OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PRECEDING PARAGRAPH OF THIS RELEASE, AND/OR ARISING FROM OR OUT OF ANY CLAIMS IN REGARD TO THE CITY’S ABANDONMENT OF THE EXISTING RIGHT-OF-WAY BY (I) THE ADJOINING OR ABUTTING LANDOWNERS, OR (II) ANY UTILITY SERVICE PROVIDER WITH FACILITIES PRESENTLY IN THE GROUND IN THE EXISTING RIGHT-OF-WAY WHICH IS BEING ABANDONED.**

This Release shall be binding upon and inure to the benefit of the parties’ respective legal heirs, successors and assigns.

In the event that a term, condition or provision of this Release 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 Release shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Release.

Any claim or cause of action arising out of this Release shall be subject to the laws of the State of Texas, and exclusive venue shall lie in Grayson County, Texas.

In witness whereof, this Release is executed as of the ____ day of _____, 20____.

By: Ruben Rodriguez
Title: Property Owner

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared Ruben Rodriguez, known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed said instrument for the purposes and consideration therein expressed as a binding act.

Given under my hand and seal of office on this the ____ day of _____, 20____.

Notary Public, State of Texas
My Commission Expires: _____

By: Araceli Resendiz
Title: Property Owner

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared Araceli Resendiz, known to me to be the person whose name is subscribed to the foregoing instrument, and that she executed said instrument for the purposes and consideration therein expressed as a binding act.

Given under my hand and seal of office on this the _____ day of _____,
20____.

Notary Public, State of Texas
My Commission Expires: _____

Exhibit A
Legal Description and Depiction of Existing Right-of-Way

Situated in the City of Sherman, County of Grayson, State of Texas being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of the 15' alley lying east of Lot 9, Block 5, Exstein's Maple Addition, an Addition to the City of Sherman, Texas, as shown by plat of record in Volume 138, Page 185, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

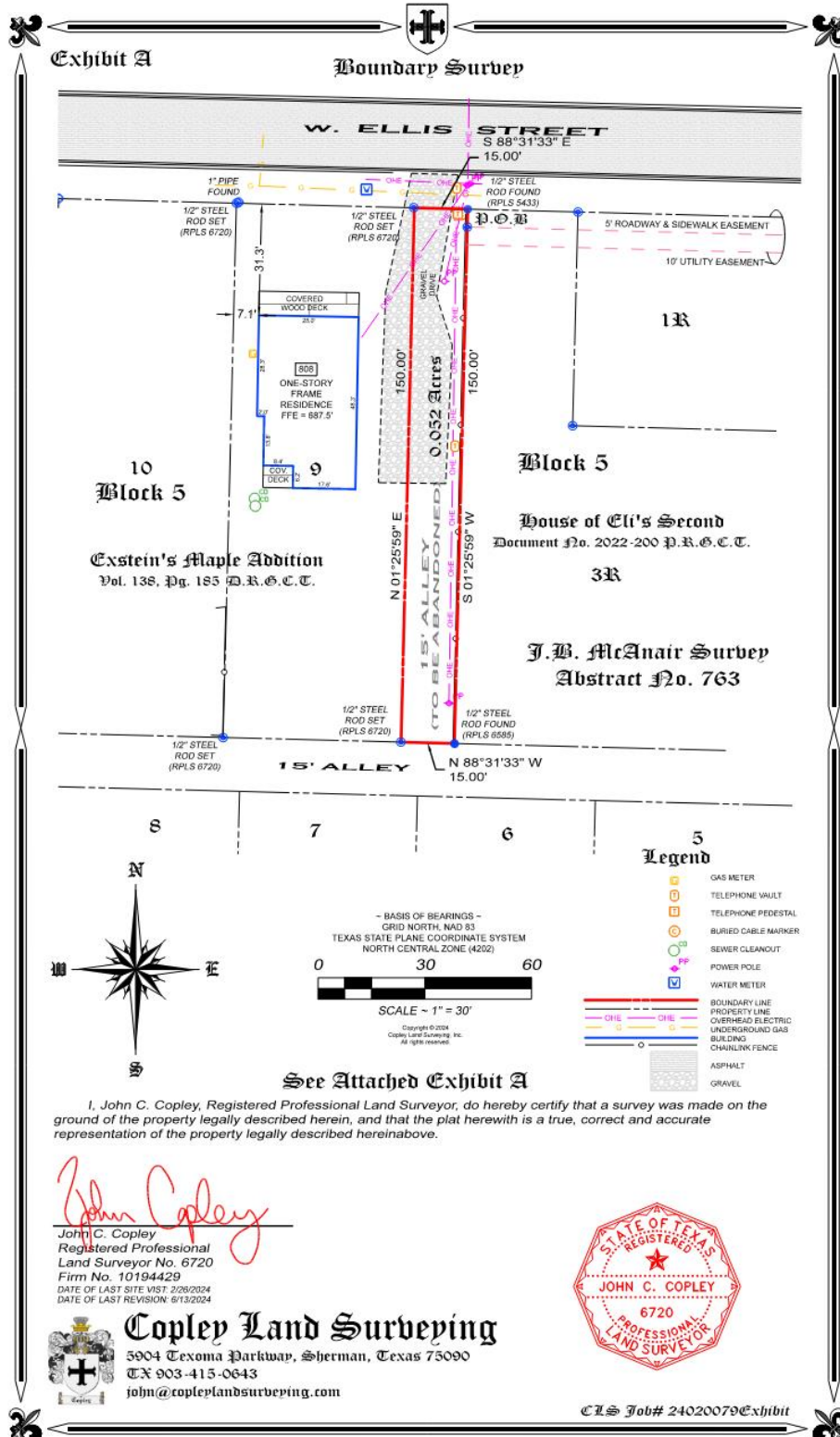
Beginning at a 1/2" steel rod found with a cap marked RPLS 5433 maintaining the northwest corner Lot 3R, Block 5, House of Eli's Second, an addition to the City of Sherman, Texas as shown by plat of record in Document Number 2022-200, Plat Records, Grayson County, Texas, and the intersection of the east line of said 15' alley and the south line of W. Ellis Street;

Thence ***South 01°25'59" West***, along the east line of said 15' alley and west line of said Lot 3R, a distance of ***150.00 feet*** to a 1/2" steel rod found with a cap marked RPLS 6585 maintaining the southwest corner of said Lot 3R and the intersection of the east line of said 15' alley, and the north line of the East to West 15' alley of said Block 5;

Thence ***North 88°31'33" West***, a distance of ***15.00 feet*** to a 1/2" steel rod previously set with an aluminum cap marked COPLEY RPLS 6720 for the southeast corner of said Lot 9, Block 5, Exstein's Maple Addition, and the intersection of the west line of said 15' alley and the north line of said East to West 15' alley of said Block 5;

Thence ***North 01°25'59" East***, along the west line of said 15' alley and the east line of said Lot 9, Block 5, Exstein's Maple Addition, a distance of ***150.00 feet*** to a 1/2" steel rod previously set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said Lot 9, Block 5, Exstein's Maple Addition, and the intersection of the west line of said 15' alley, and the south line of said W. Ellis Street;

Thence ***South 88°31'33" East***, along the north line of said Block 5, and the south line of said W. Ellis Street, a distance of ***15.00 feet*** to the ***Point-of-Beginning*** and containing ***0.052 acres*** of land.



Ruben Rodriguez & Araceli Resendiz

420 W Staples
Sherman, TX 75090
(903)-771-8035
araceliresentiz@gmail.com

29th May 2024

Dear Members of the City Council,

My name is Ruben Rodriguez, and I am the owner of the property located at 808 West Ellis St Sherman, TX 75092. Legal Description (EXSTEINS MAPLE ADDN, BLOCK 5, LOT 9, 50x150, ACRES .1722) I am writing to formally request the opportunity to purchase the alleyway adjacent to my property.

I have recently cleared and graded this alleyway to facilitate the construction of a remodeled home. This effort has also improved the safety and accessibility of the area. My neighbor, (HOUSE OF ELI INC) (HOUSE OF ELIS SECOND REPLAT LT 1-3 BK 5 ESTINS MAPLE ADDN, BLOCK 5, LOT 3R, ACRES .332)who resides adjacent to the other side of the alleyway, informed me of a recent attempted theft involving her trailer. Acquiring this alleyway would enhance security and prevent unauthorized access, thereby benefiting both properties.

My intention is to incorporate the alleyway into my property to create a driveway. Importantly, the presence of an alleyway at the rear of my property will remain unchanged, ensuring that access for other residents and services is maintained. I have also taken the initiative to clear the back alleyway to allow for vehicle passage.

Furthermore, I have confirmed with city officials that there are no utility lines running under or obstructing the alleyway in question, which simplifies the process.

I kindly ask the City Council to consider my request favorably. Acquiring this piece of property is essential for the completion of my construction project and for enhancing the security and functionality of my property.

Thank you for your time and consideration. I look forward to your positive response.

Sincerely,

Ruben Rodriguez [araceliresentiz@gmail.com] [903-771-8035]

Ruben Rodriguez

Ruben Rodriguez

Araceli Resendiz

Araceli Resendiz

Tawni Hodge
HOUSE OF ELI INC Director House of Eli
903-815-4792



June 21, 2024

To Whom It May Concern:

House of Eli is relinquishing the rights to the alley adjacent to ELIS second replat LT 1-3 BK 5 Estins Maple ADDN, black 5, Lot 3 R, Acres .332, to Ruben Rodriguez.

If you have any questions, please let me know.

A handwritten signature in cursive script that reads "Laura Ayers".

Laura Ayers, co-Director

903-771-4339

Houseofeli.net

laura@houseofeli.net

Page 151 of 484

Copley Land Surveying



Legal Description *CIS Job# 24020079 Exhibit A*

Situated in the City of Sherman, County of Grayson, State of Texas being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of the 15' alley lying east of Lot 9, Block 5, Exstein's Maple Addition, an Addition to the City of Sherman, Texas, as shown by plat of record in Volume 138, Page 185, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

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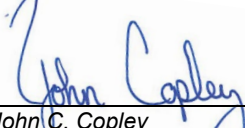
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Thence **North 88°31'33" West**, a distance of **15.00 feet** to a 1/2" steel rod previously set with an aluminum cap marked COPLEY RPLS 6720 for the southeast corner of said Lot 9, Block 5, Exstein's Maple Addition, and the intersection of the west line of said 15' alley and the north line of said East to West 15' alley of said Block 5;

Thence **North 01°25'59" East**, along the west line of said 15' alley and the east line of said Lot 9, Block 5, Exstein's Maple Addition, a distance of **150.00 feet** to a 1/2" steel rod previously set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said Lot 9, Block 5, Exstein's Maple Addition, and the intersection of the west line of said 15' alley, and the south line of said W. Ellis Street;

Thence **South 88°31'33" East**, along the north line of said Block 5, and the south line of said W. Ellis Street, a distance of **15.00 feet** to the **Point-of-Beginning** and containing **0.052 acres** of land.

I, John C. Copley, 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.



John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429



5904 Texoma Parkway, Sherman, Texas 75090, (903) 415-0643

Alley Abandonment - Exstein's Maple Addition



0 50 100 200 Feet





City Council Regular Meeting

Agenda Item No. D.5.

Meeting Date: 8/5/2024

Prepared By: Leah Campbell, Human Resources Director

Approved By: Teri Fine, Assistant to the City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6758

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

Issue:

The Police Department is modifying the number of Patrolmen and Sergeants

Background:

At the May 6, 2024, City council meeting, the Council voted to modify the number of Patrolmen and Sergeants. This was the first step of many in eliminating the Corporal rank. Other steps included holding a Corporal test. This test has been held, and the Police Department is now coming back to the Council to request a lowering of the number of Corporal rank and increase the Sergeant rank. In addition, the Police Department also held the Sergeants test and all five Corporals passed and made the eligibility list.

Origination:

Human Resources
Police Department

Financial Consideration:

The salary changes required to move from Corporal to Sergeant were budgeted for in this Fiscal Year's budget.

Staff Recommendation:

Staff recommends approval of the Ordinance

Alternatives:

As directed by City Council

Attachments:

1. Ordinance No. 6758

ORDINANCE NO. 6758

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

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

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows¹:

Sec. 9.05.026 Authorized number of positions

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

(1) Fire department

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

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

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

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

<u>Title</u>	<u>No. Positions</u>
Patrolman	59
Corporal	<u>05</u>
Sergeant	<u>1412</u>
Lieutenant	5
Assistant Chief-Appointed	2
Chief	1

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

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

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

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

INTRODUCED this the 5th day of August 2024.

ADOPTED on this the 5th day of August 2024.

EFFECTIVE DATE on this the 5th day of August 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



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 8/5/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Teri Fine, Assistant to the City Manager

Caption:

RESOLUTION NO. 7341

Approving and Authorizing Publication and Posting of Notice of Intention to Issue Certificates of Obligation

Issue:

Consider all matters incident and related to approving and authorizing publication and posting of notice of intention to issue certificates of obligation (COs), including the adoption of a resolution pertaining thereto.

Background:

The original FY2024 Budget included a 2024 CO at \$35 million. Further refinement of the project list has decreased the estimated CO to \$20 million. At the July 26, 2024, Council Budget Workshop, the Council directed staff to proceed with the \$20 million CO bond issue. The project list has been pared down to only include those projects the City has already committed to constructing, such as those related to development, where the road or area is in jeopardy of imminent failure, or the facilities are needed for personnel to support City services. The CO's in this issue will provide funding for various capital projects including major street rebuilds, infrastructure related to Three Oaks, Travis Heights, and Bel Air Village developments, public safety training, fire station, and public works facilities planning and land acquisition, and drainage and erosion projects at West Hill Cemetery and Lamberth Road.

State law requires that certain notices be published to the public informing them of the Council's intentions to issue debt prior to adoption of an ordinance that authorizes the debt issuance. This resolution accomplishes this requirement. The COs are expected to be issued and funded in October 2024.

Origination:

Approving and Authorizing Publication of Notice of Intention to Issue Certificates of Obligation

Financial Consideration:

Funding for the estimated annual debt service of approximately \$1.2 million will be provided through the City's ad valorem tax revenue, with a secondary pledge coming from the City's water and sewer revenues. Cost of advertising for the publications is expected to be about \$500.00.

Staff Recommendation:

Staff recommends approval.

Alternatives:

The Council could choose not to issue debt and postpone the construction of projects.

Attachments:

1. Resolution No. 7341
2. Timetable for Issuance 7-2-24 (ID 393839)

RESOLUTION NO. 7341

A RESOLUTION OF THE CITY OF SHERMAN, TEXAS APPROVING AND AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council (the “City Council”) of the City of Sherman, Texas (the “City”), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C, as amended (the “Act”), for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, extending, expanding, upgrading developing, and equipping streets, roads, bridges, and intersections, including drainage, utility line relocations, sidewalks, entryways, landscaping, lighting, curbs, gutters, and acquisition of land and rights-of-way or other easements therefor; (ii) designing, constructing, acquiring, improving and equipping City administrative facilities, including fleet and equipment services facilities, solid waste and recycling facilities, building maintenance facilities, grounds maintenance facilities, and facilities for the streets, parks, utility distribution and solid waste departments, and the purchase of land and acquisition of any rights-of-way or other easements therefor; (iii) designing, constructing, acquiring, purchasing, designing, renovating, improving and equipping public safety facilities, including a fire station and a public safety training facility, and the acquisition of land and rights-of-way or other easements therefor; (iv) designing, constructing, and renovating Westhill Cemetery, including creek erosion improvements; and (v) paying professional services fees and other such costs incurred in connection therewith including the costs of issuing the Certificates; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish and post notice of its intention to issue the same in accordance with the provisions of the Act; now, therefor,

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

SECTION 1: The City Clerk is hereby authorized and directed to cause notice to be published of the Council’s intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed \$20,000,000 for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, extending, expanding, upgrading developing, and equipping streets, roads, bridges, and intersections, including drainage, utility line relocations, sidewalks, entryways, landscaping, lighting, curbs, gutters, and acquisition of land and rights-of-way or other easements therefor; (ii) designing, constructing, acquiring, improving and equipping City administrative facilities, including fleet and equipment services facilities, solid waste and recycling facilities, building maintenance facilities, grounds

maintenance facilities, and facilities for the streets, parks, utility distribution and solid waste departments, and the purchase of land and acquisition of any rights-of-way or other easements therefor; (iii) designing, constructing, acquiring, purchasing, designing, renovating, improving and equipping public safety facilities, including a fire station and a public safety training facility, and the acquisition of land and rights-of-way or other easements therefor; (iv) designing, constructing, and renovating Westhill Cemetery, including creek erosion improvements; and (v) paying professional services fees and other such costs incurred in connection therewith including the costs of issuing the Certificates, to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's Waterworks and Sewer System. The notice hereby approved and authorized to be published and posted shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: The City Clerk shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: The City hereby designates all or a portion of its outstanding "Tax and Municipal Drainage Utility System Revenue Certificates of Obligation, Series 2017A", dated December 6, 2017 as self-supporting debt payable from the City's municipal drainage utility system.

SECTION 4: The City reasonably expects to reimburse capital expenditures made from its own funds with respect to the projects described in Section 1 hereof with certificates of obligation proceeds and this Resolution shall constitute a declaration of official intent under Treas. Reg. § 1.150-2. The maximum principal amount of obligations expected to be issued for the projects is \$20,000,000.

SECTION 5: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 6: This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page intentionally left blank]

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, on this the 5th day of August 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**

(City Seal)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF SHERMAN, TEXAS CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Sherman, Texas, shall convene at 5:00 p.m. on October 7, 2024, at the City Hall, 220 W. Mulberry Street, Sherman, Texas 75090, and, during such meeting, the City Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed \$20,000,000 for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, extending, expanding, upgrading developing, and equipping streets, roads, bridges, and intersections, including drainage, utility line relocations, sidewalks, entryways, landscaping, lighting, curbs, gutters, and acquisition of land and rights-of-way or other easements therefor; (ii) designing, constructing, acquiring, improving and equipping City administrative facilities, including fleet and equipment services facilities, solid waste and recycling facilities, building maintenance facilities, grounds maintenance facilities, and facilities for the streets, parks, utility distribution and solid waste departments, and the purchase of land and acquisition of any rights-of-way or other easements therefor; (iii) designing, constructing, acquiring, purchasing, designing, renovating, improving and equipping public safety facilities, including a fire station and a public safety training facility, and the acquisition of land and rights-of-way or other easements therefor; (iv) designing, constructing, and renovating Westhill Cemetery, including creek erosion improvements; and (v) paying professional services fees and other such costs incurred in connection therewith including the costs of issuing the Certificates; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's Waterworks and Sewer System. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$162,655,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$256,754,838.18; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$36,103,400; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is August 15, 2054. The above information excludes \$2,840,000 in principal amount of outstanding debt obligations the City has designated as self-supporting which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C, as amended.

Linda Ashby
City Clerk
City of Sherman, Texas



City of Sherman, Texas
Timetable for Issuance of
\$20,000,000 Combination Tax & Revenue C/O's (C/O's),
Series 2024

- | | |
|---|--|
| Monday, August 5, 2024* | <ul style="list-style-type: none">• City Council approves Notice of Intent to issue Series 2024 C/O's. This Notice (prepared by Bond Counsel) will need to be published at least 46 days prior to the sale date for the C/O's and published again 7 days after the initial publication date. |
| <i>Week of:</i>
September 23rd, 2024 | <ul style="list-style-type: none">• Rating call with S&P (final date/time TBD). |
| Monday, September 23, 2024 | <ul style="list-style-type: none">• POS electronically posted using <i>I-Deal</i>. |
| Wednesday, October 2, 2024 | <ul style="list-style-type: none">• S&P assigns rating. |
| Monday, October 7, 2024* | <ul style="list-style-type: none">• Sale. Series 2024 C/O's are awarded by City Council. |
| Thursday, October 31, 2024 | <ul style="list-style-type: none">• Closing. Series 2024 C/O's are delivered and proceeds distributed in accordance with Closing Instructions. |

* Requires Official Council Meeting.



City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 8/5/2024

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7342

Authorizing Execution of a Development Agreement Between the City of Sherman and Three Oaks Development and Construction Company for Certain Sewer Improvements within an Approximate 23.920 Acres Generally Located at Allen Drive and South East Street

Issue:

Authorizing Execution of a Development Agreement Between the City of Sherman and Three Oaks Development and Construction Company for Certain Sewer Improvements within an Approximate 23.920 Acres Generally Located at Allen Drive and South East Street

Background:

There is an existing and deteriorating 30-inch clay tile sewer line that bisects Phase 3 of the Three Oaks development. Because of its condition, this sewer line has been identified on the Wastewater Master Plan as needing to be upgraded to a 36-inch pipe and is on the City's 10-year CIP list. The development activity in this area will be adding a relatively minimal amount of sewer flows to this existing pipe, but there is benefit to the City in replacing this pipe with a larger pipe while the developer's infrastructure work is being done. Also, the developer would like to relocate this sewer line along proposed public street alignments. This realignment would allow for easier utility maintenance.

The developer is proposing to construct this new 36-inch wastewater line and is requesting participation from the city.

The total cost of the project is \$357,524.00, which includes realignment and upsizing of the pipe. If the City were to reconstruct this oversize sewer line along its current alignment, it would cost approximately \$302,152, which is the amount being proposed for reimbursement to the developer.

Origination:

City Manager

Financial Consideration:

Funding needed for the City's portion of this project is \$302,152.00

Staff Recommendation:

Staff recommends approval of this agreement

Alternatives:

As directed by Council

Attachments:

1. Resolution No. 7342
2. Three Oaks Dev Agreement
3. Location Map 3 Oaks

RESOLUTION NO. 7342

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY FOR CERTAIN SEWER IMPROVEMENTS WITHIN AN APPROXIMATE 23.920 ACRES GENERALLY LOCATED AT ALLEN DRIVE AND SOUTH EAST 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 be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Three Oaks Development and Construction Company for certain improvements within an approximate 23.920-acre tract of land in the Preston Kitchens Survey, Abstract No. 667, in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 5th day of August 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

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

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

**DEVELOPMENT AGREEMENT BETWEEN
THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY
AND THE CITY OF SHERMAN, TEXAS**

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY, a Texas corporation ("Developer"). Sherman and Developer are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Developer represents and warrants that it is the sole owner of that certain tract of land situated in the City of Sherman, Grayson County, Texas, consisting of 23.920± acres in the Preston Kitchens Survey, Abstract No. 667, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Developer agrees to design and construct, at its sole cost and expense and subject to the Reimbursement (hereinafter defined), the Developer Improvements (hereinafter defined), including an oversized sewer line and upgraded manholes, under the terms and conditions of this Agreement; and

WHEREAS, Developer represents and warrants to Sherman that it has the capacity, ability, expertise, knowledge and experience necessary to design and construct the Developer Improvements as required by this Agreement; and

WHEREAS, the Sherman 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, in consideration of the covenants and conditions contained in this Agreement, Sherman and Developer agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Sherman and the authorized representative of Developer.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Property.
3. Design and Construction of the Developer Improvements.

- (a) Developer, at its sole cost and expense and subject to the Reimbursement, shall cause the design and construction of those certain sanitary sewer improvements generally depicted in Exhibit B and consisting of 927 linear feet of 36" Vylon pipe including 6-foot manholes and all necessary appurtenances and improvements related thereto (collectively, the "Developer Improvements"). Developer shall ensure that the design and construction of the Developer Improvements comply with all applicable ordinances, rules, regulations and requirements of Sherman and other applicable laws (collectively, the "Construction Requirements"). Developer represents and warrants that the estimated design and construction costs of the Developer Improvements are equal to Three Hundred Fifty-Seven Thousand Five Hundred Twenty-Four and 00/100 Dollars (\$357,524.00) ("Estimated Developer Improvements Costs"), as more particularly described in the estimated cost analysis set forth in Exhibit C, attached hereto and incorporated herein for all purposes ("Estimated Cost Analysis"). The parties agree that a portion of the Estimated Developer Improvements Cost, equal to the amount of Three Hundred and Two Thousand One Hundred Fifty-Two and 00/100 Dollars (\$302,152.00), is attributable to oversizing of improvements required by Sherman, including but not limited to increased capacity of improvements to anticipate other future development in the area of the Property.
- (b) As a condition of Sherman's issuance of any building permits on the Property, Developer shall submit to Sherman the designs, plans and specifications for the Developer Improvements in compliance with this Agreement and the Construction Requirements, as each exists at the time Developer submits such designs, plans and specifications (collectively, "Plans"). The general depiction of the Developer Improvements attached as Exhibit B is for general informational purposes only, and the Approved Plans (hereinafter defined) are not required to be strictly bound by the same. Upon Developer's submission of the Plans, the Plans must be approved, in writing, by Sherman (collectively, "Approved Plans").
- (c) Once Sherman issues written approval of the Approved Plans, Developer, at its sole cost and expense and subject to the Reimbursement, shall promptly commence construction of the Developer Improvements and diligently pursue completion of the same in accordance with the Approved Plans and pursuant to that certain Three-Party Agreement for Public Improvements, the mutually agreed form of which is attached hereto as Exhibit D. Until Developer provides to Sherman a fully executed version of the Three-Party Agreement for Public Improvements acceptable to Sherman, neither Developer nor its contractor or any other person for whom Developer is legally responsible shall be permitted to commence construction of the Developer Improvements.
- (d) All of the Developer Improvements must be completed and finally accepted by Sherman as provided herein and in accordance with the Approved Plans and any and all applicable ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising (collectively, "Sherman's Final Acceptance"). Developer must complete all of the Developer Improvements and obtain Sherman's Final Acceptance of the same no later than the 1,080th day after the Effective Date (hereinafter defined) of this Agreement and before, and as a

condition of, Sherman's issuance of the first building permit for development on the Property. The parties agree that time is of the essence of this Agreement.

- (e) As a condition to Developer receiving the Reimbursement (hereinafter defined), Developer shall tender to Sherman evidence, in a form acceptable to Sherman, that all of the design and construction costs of each of the Developer Improvements have been incurred and paid by Developer, including but not limited to, affidavits of payment/affidavits as to debts and liens and any other evidence reasonably required by Sherman ("Evidence of Payments"). The Evidence of Payments shall reflect Developer's final, actual cost to design and construct the Developer Improvements ("Actual Developer Improvements Costs").
4. Reimbursement. Provided that Developer fulfills all of its obligations under this Agreement, including but not limited to, (a) Developer obtaining Sherman's Final Acceptance of the Developer Improvements; and (b) Developer receiving from the Sherman City Engineer or his designee written approval of the Actual Developer Improvements Costs, as evidenced by the subject construction contracts and the Evidence of Payments, Sherman shall participate in a portion of the Actual Developer Improvements Costs by paying to Developer (the "Reimbursement") an amount equal to the lesser of (i) the amount of the Actual Developer Improvements Costs minus the amount of Fifty-five Thousand Three Hundred Seventy-Two and 00/100 Dollars (\$55,372.00); or (ii) the amount of the Estimated Developer Improvements Costs minus the amount of Fifty-five Thousand Three Hundred Seventy-Two and 00/100 Dollars (\$55,372.00). The Reimbursement shall be due within thirty (30) days of Sherman's issuance of Sherman's Final Acceptance of the final portion of the Developer Improvements and Sherman's receipt of Developer's written request for such payment. Notwithstanding any statement to the contrary in this Agreement, Sherman agrees to provide, and Developer agrees to accept, the Reimbursement as Sherman's sole financial participation in the costs incurred by Developer in connection with its obligations under this Agreement.
5. Default.
- (a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Sherman sends written notice of such failure to Developer, then Sherman shall have the following remedies, in addition to Sherman's other rights and remedies:
 - (i) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;
 - (ii) to refuse to issue building permits for any building on the Property;
 - (iii) to refuse to issue a Certificate of Occupancy for any building on the Property;
 - (iv) to withhold the payment of all or a portion of the Reimbursement pursuant to Section 4 of this Agreement and/or to nullify Section 4 of this Agreement; and/or

- (v) to seek specific performance of this Agreement.
 - (b) If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Sherman receives written notice of such failure from Developer, then Developer may seek specific performance of this Agreement as its sole and exclusive remedy.
8. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Sherman shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in Section 5 of this Agreement. Neither Sherman nor its Council Members, officers, agents, representatives or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the Developer Improvements, including the construction thereof. Sherman and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to Developer, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees.
9. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property and shall be binding upon Developer. The parties shall cause this Agreement to be filed in the Real Property Records of Grayson County, Texas. Developer represents and warrants that the filing of this Agreement as provided herein shall provide Sherman with a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities. Developer represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the rights of Sherman as described herein. If such a condition does exist, however, Developer shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance consenting to the recording of this Agreement.
10. Limitations of Agreement. Sherman ordinances covering property taxes, land use, zoning, utility rates, impact fees, permit fees, inspection fees, tree mitigation fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Sherman under any ordinance, whether now existing or in the future arising.
11. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon

receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7327
Email: robbyh@cityofsherman.com

With a copy to:

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

If to Developer, addressed to it at:

Three Oaks Development and Construction Company
Attn: Kirk Allen
1313 W. Washington Street
Sherman, Texas 75092
Telephone: 972-672-7793
Email: kirkallen@yahoo.com

12. Indemnity.

- (a) DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF DEVELOPER OR ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE (COLLECTIVELY, "DEVELOPER" FOR PURPOSES OF THIS SECTION), REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN, (I) IN DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; AND/OR (II) ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST SHERMAN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY

FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND SHERMAN AGAINST ALL SUCH CLAIMS.

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

13. Waiver and Release of Claims for Obligations Imposed by this Agreement.

- (a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:
 - (i) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:
 - (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
 - (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
 - (C) NUISANCE; OR
 - (D) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR

CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

- (ii) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON SHERMAN'S INFRASTRUCTURE.
 - (iii) DEVELOPER HEREBY RELEASES SHERMAN FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.
 - (iv) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO SHERMAN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY SHERMAN RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON SHERMAN'S INFRASTRUCTURE. DEVELOPER AND SHERMAN FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.
 - (v) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.
- (b) DEVELOPER RELEASES SHERMAN FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.
 - (c) DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.
 - (d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
14. Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. Developer acknowledges and agrees that this Agreement

does not confer vested rights on the Property and does not provide to Sherman “fair notice” of any “project” as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a “permit” or an application for a “permit” as defined in Chapter 245 of the Texas Local Government Code. DEVELOPER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

15. Condemnation Procedures/Rights Waiver. AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED.
16. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
17. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties. To the extent of any conflict between the provisions of this Agreement and the exhibits, the provisions of this Agreement shall control.
18. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
19. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
20. 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.

21. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).
22. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
23. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
24. 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.
25. Assignment/Binding Effect.
- (a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:
 - (i) the assignment of the Agreement must be evidenced by a recordable document (“Assignment”), the form of which must be approved in writing by Sherman;
 - (ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Sherman, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
 - (iii) Developer will file any approved, executed Assignment in the Real Property Records of Grayson County, Texas; and
 - (iv) Developer shall provide Sherman with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Sherman receives said file-marked copy of the Assignment as provided herein, Sherman shall not, under any circumstance, recognize said Assignment.

- (b) This Agreement shall be binding upon and inure to the benefit of Sherman and Developer.
- (c) This Assignment provision shall in no way modify, alter, amend, reduce or waive the provision above titled “Covenant Running with the Land” or its effectiveness. In the event there is a conflict between this Assignment provision and the Covenant Running with the Land provision, the Covenant Running with the Land provision shall control and govern
26. Indemnification. The Parties agree that the Indemnity provisions set forth in this Agreement are conspicuous, and the parties have read and understood the same.
27. 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.
28. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
29. Reference to Developer. When referring to “Developer” herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.
30. Reference to Sherman. When referring to “Sherman” herein, this Agreement shall refer to and be binding upon Sherman and Sherman’s Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Sherman is legally responsible.
31. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[Signature pages follow.]

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date executed: _____

ATTEST:

By: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the **City of Sherman, Texas**, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

Notary Public, State of Texas
My Commission Expires: _____

**THREE OAKS DEVELOPMENT AND
CONSTRUCTION COMPANY,**
a Texas corporation

By: _____
Printed Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative of **THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY**, a Texas corporation, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

Notary Public, State of Texas
My Commission Expires: _____

Exhibit A
Legal Description of the Property

Situated in the County of Grayson, State of Texas, being a part of The Preston Kitchens Survey, Abstract No.667 and being a part of those tracts of land conveyed to Three Oaks Development and Construction Company, as recorded in document numbers 2023-28428, 2020-27922 and all of that tract of land conveyed in document number 2024-1751, Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a Set $\frac{1}{2}$ " steel rod at the southwest corner of the Three Oaks Addition, Section Two, being recorded in Document Number 2023-234 of said Official Public Records;

Thence North 74°03'08" East a distance of 898.67 feet to a set $\frac{1}{2}$ " steel rod;

Thence North 15°56'52" West a distance of 371.41 feet to a set $\frac{1}{2}$ " steel rod;

Thence North 74°11'53" East a distance of 441.95 feet to a set $\frac{1}{2}$ " steel rod;

Thence with a non-tangent curve to the right having a radius of 977.65 feet, (chord bears South 26°40'42" East, a distance of 218.66 feet) an arc length of 219.12 feet to a set $\frac{1}{2}$ " steel rod;

Thence South 15°32'11" East a distance of 210.06 feet to a set $\frac{1}{2}$ " steel rod;

Thence South 14°22'00" East a distance of 655.36 feet to a set $\frac{1}{2}$ " steel rod;

Thence with a non-tangent curve to the left having a radius of 1068.43 feet, (chord bears South 16°57'22" East, a distance of 7.67 feet) an arc length of 7.67 feet to a set $\frac{1}{2}$ " steel rod;

Thence South 72°49'46" West a distance of 140.70 feet to a set $\frac{1}{2}$ " steel rod;

Thence South 81°21'15" West a distance of 267.75 feet to a set $\frac{1}{2}$ " steel rod;

Thence South 72°29'11" West a distance of 56.98 feet to a set $\frac{1}{2}$ " steel rod;

Thence South 72°29'11" West a distance of 15.87 feet to a set $\frac{1}{2}$ " steel rod;

Thence South 86°09'05" West a distance of 829.30 feet to a set $\frac{1}{2}$ " steel rod;

Thence North 52°01'57" West a distance of 127.14 feet to a set $\frac{1}{2}$ " steel rod;

Thence North 15°32'13" West a distance of 411.78 feet to the Point of Beginning and containing 23.920 acres of land.

Exhibit B **General Depiction and Description of the Developer Improvements**

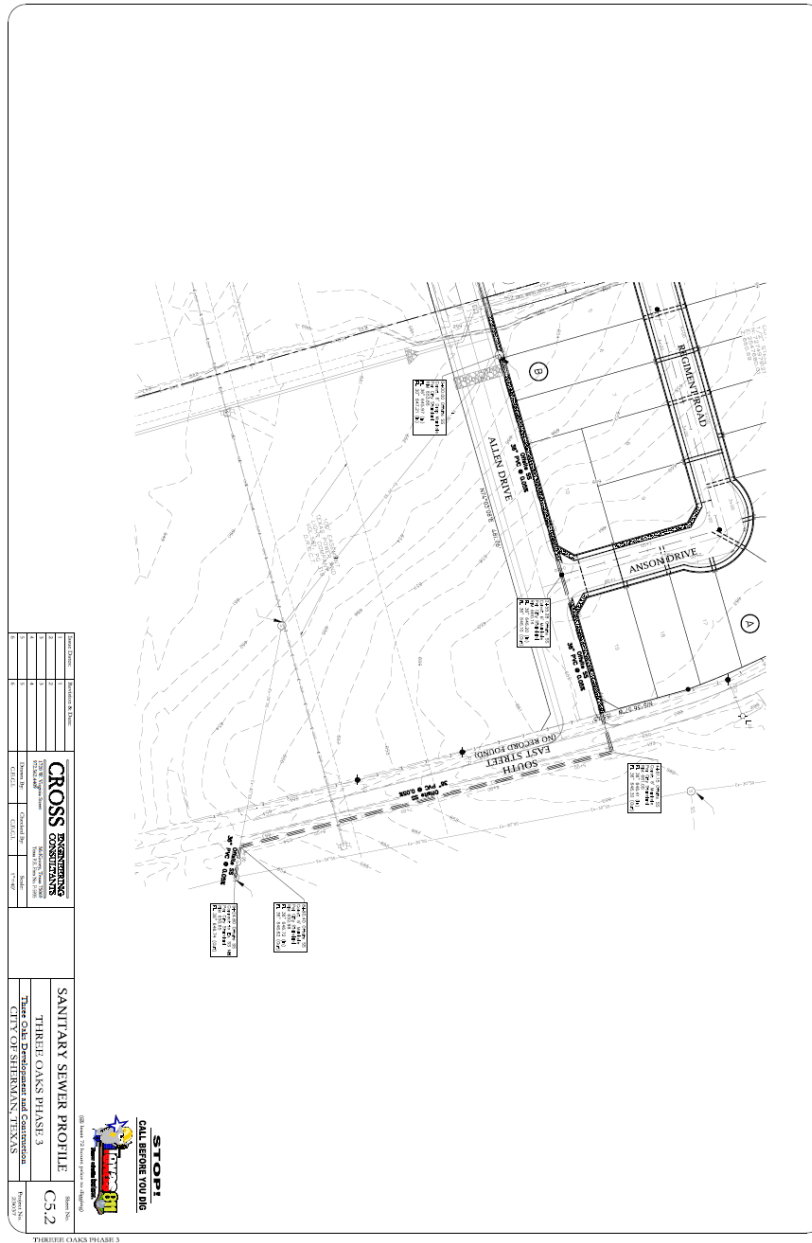


Exhibit C
Estimated Cost Analysis

	A	B	D	E	P	Q
6						
7	3 Oaks Ph 3 Offsite Sewer					
8						
9	Item	Desc	Units	UM	Unit Bid	Total Bid
10	1	Mob	1	ls	15417.62	15417.62
11		-				
12	2	36" Vylon SDR35	927	LF	271.88	252032.76
13						
14	3	Conn Exstg manholes	2	ea	5869.69	11739.38
15						
16	4	6' Doghouse MH	4	ea	19583.56	78334.24
17						
18		TOTALS				357,524.00
19						

Exhibit D
Agreed Form of Three-Party Agreement for Public Improvements



Construction of Public Infrastructure in Public Rights-Of-Way or Easements
(Drainage, Pavement, Sanitary Sewer, Water and/or Other Public Facilities)

CHECKLIST of items required for release of plans and issuance of notice to proceed. (See Item 7.)

<u>Submitted</u>	<u>N/A</u>	
_____	_____	Four (4) originals of the Contract, Bonds, Insurance Certificates and Acknowledgement Form (See instructions below.)
_____	_____	Three (3) to scale half size copies of approved construction plans, sealed by a Professional Engineer.
_____	_____	Plat has been approved by P&Z and City Council.
_____	_____	All necessary off-site easements executed and submitted per instructions.
_____	_____	Copy of SWPPP (booklet) and NOI as sent to TCEQ (or Site Notice) as applicable.
_____	_____	Copy of construction material submittals.
_____	_____	List of proposed subcontractors and emergency contact phone numbers.
_____	_____	Flash drive with construction plans in pdf format (by Engineer).
_____	_____	4.0% Inspection Fee (Paid)

INSTRUCTIONS FOR EXECUTION AND SUBMITTAL OF CONTRACT AND BONDS

1. Owner and Contractor must sign “**Three-Party Agreement**” and provide four (4) originals of documents.
2. Attach **Schedule of Values** (bid item costs) as **Exhibit “A”**. Do not use “lump sum” prices unless approved by City Engineer in writing in advance. Do not include any private facilities or private improvements in the Schedule of Values. The City Engineer or his designee must approve the Schedule of Values prior to submission of the completed Three-Party Agreement.
3. Bonds:
 - Execute **Performance Bond** and **Payment Bond** in the amount of One Hundred Percent (100%) of the value of the work (public infrastructure) to be performed.
 - Execute the **Maintenance Bond** in the amount of One Hundred Percent (100%) of the value of the work (public infrastructure) to be performed for a term of two (2) years from the date of acceptance of the work. (Note that the date of the Maintenance Bond must not be earlier than the date of the Contract.)
4. Provide a **Certificate of Insurance and All Applicable Endorsements**, in accordance with the attached form and sample, showing coverage with liability limits. The minimum limits are as specified below:
 - a. Workers’ Compensation/Employer’s Liability: Providing for payment of benefits as specified by the Workers’ Compensation Laws of the State of Texas.
 - b. Contractor’s Public Liability
 - (1) Bodily Injury: \$1,000,000 each person
\$1,000,000 each accident
 - (2) Property Damage: \$1,000,000 each accident
5. Sign **Acknowledgement** related to the payment of inspection fees and testing costs prior to acceptance of public improvements by the City.
6. Submit four (4) sets of documents as above, each with original signatures. The order of each set should be:
 - Contract
 - Exhibit “A” - Schedule of Values
 - Performance Bond, Payment Bond, Maintenance Bond; power of attorney must be submitted for all bonds
 - Certificate of Insurance and Endorsements and Contractor’s Certification of Workers’ Compensation
 - Acknowledgement Form
7. Beginning Construction: The written release of approved construction plans to the field via the City’s Engineering Inspector constitutes **Notice to Proceed (NTP)**.
8. If you have any questions, please call 903-892-7208.

THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS

This THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS is made and entered into by and between _____ (“OWNER”) and _____ (“CONTRACTOR”). OWNER and CONTRACTOR are each referred to herein as a “party” or collectively as the “parties.”

1. CONTRACTOR hereby agrees to furnish all labor, materials, tools, and the necessary equipment for the construction and installation (“work”) of the following:

See Exhibit “A” – Schedule of Values and scope of work (collectively, “Public Improvements”).

2. The construction and installation of the Public Improvements shall be performed according to the plans prepared by _____ (engineering firm), titled _____ (name of project), dated _____, and the current ordinances, standards, specifications, details and other requirements relating to the design and construction of public improvements (collectively, “Sherman Construction Standards”) adopted or issued by the City of Sherman (“CITY”), including the City Engineer and his designee (which are on file in the CITY Engineering Department), and the current edition of the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments. In the event of a conflict between the Sherman Construction Standards and the NCTCOG Standard Specifications, the Sherman Construction Standards and the NCTCOG Standard Specifications shall govern in that order. The parties agree that the Public Improvements construction, installation and the locations thereof shall be inspected and accepted by the City Engineer or his designee.

3. Inasmuch as the Public Improvements are proposed for dedication to the CITY, it is agreed by and between the parties that the CITY has an interest in the proper performance of this Agreement and any other contract relating to or arising out of the work, and that the CITY may bring suit for failure to comply with the terms of this Agreement and/or any such other contract, as a third-party beneficiary thereof. Although the Public Improvements may be accepted by the City Engineer, the CITY may recover damages and seek other remedies against the parties and/or upon the bonds if it is discovered that the Public Improvements were not built or completed in accordance with the terms of this Agreement.

4. It is agreed between the parties that a Performance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Performance Bond shall indemnify the CITY for the completion of the Project in accordance with the terms of this Agreement. The Performance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements.

5. It is agreed between the parties that a Payment Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Payment Bond shall indemnify the CITY against any claims of nonpayment by all persons, firms, corporations and other entities who may furnish materials or perform labor in connection with the work. The Payment Bond shall be approved by the City

Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

6. It is agreed between the parties that a Maintenance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Maintenance Bond ensure the repair or remedy of any maintenance issues the CITY may have regarding the Public Improvements after the CITY accepts the same. The Maintenance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

7. OWNER hereby agrees to pay CONTRACTOR for the work on the Public Improvements performed hereunder on the following basis:

See Exhibit "A" – Schedule of Values for unit prices and total value of work.

8. Each of the parties hereto has been furnished a copy of the plans referenced above. The project plans have been reviewed and accepted by the City Engineer or his designee.

9. EACH OF CONTRACTOR AND OWNER HEREBY RELEASES AND SHALL 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 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 PERFORMANCE UNDER THIS AGREEMENT AND/OR THE PUBLIC IMPROVEMENTS AND/OR THE WORK AND/OR THE GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR OR OWNER 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 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 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, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR 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 CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

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

10. 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, this Section, nor shall CONTRACTOR allow any subcontractor to commence work on its subcontract until similar insurance has been obtained by the subcontractor. CONTRACTOR shall procure and keep in full force and effect the types and amounts of insurance specified herein for and during all aspects and phases of CONTRACTOR's work at no expense to CITY. All policies shall name the CITY, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance and professional liability insurance (if applicable). Such policies shall require the provision of written notice to CITY at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. General Liability Insurance shall provide for a Waiver of Subrogation against Sherman 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 Sherman as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. 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). A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work on the Project.

General Liability insurance for personal injury (including death) and property damage	\$1 Million per occurrence \$2 Million aggregate
Statutory Worker's compensation insurance	as required by state law
Employers Liability insurance	\$1 Million bodily injury per accident \$1 Million bodily injury by disease-policy limit \$1 Million bodily injury by disease-each employee
Hired and Non-Owned Auto Liability insurance covering hired and non-owned autos	\$1 Million per occurrence
Umbrella / Excess Liability insurance	\$2 Million per occurrence (Projects less than \$100,000)
Umbrella Liability insurance only	\$2 Million per occurrence (Projects more than \$100,000)

11. This Agreement shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly and severally.

12. 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.

13. It is understood and agreed that the Public Improvements, all work and all installations of whatever kind made under the terms of this Agreement shall, upon the written acceptance thereof by the City Engineer or his designee, immediately become the property of the CITY, subject only to such reimbursement to the OWNER as provided by the ordinances of the CITY or by separate written agreement.

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").

Signature of Contractor's Representative

Signature of Owner's Representative

Print Name/Title of Contractor's Representative

Print Name/Title of Owner's Representative

Name of Contractor (company)

Name of Owner (company)

Address

Address

City, State, Zip

City, State, Zip

Area Code - Telephone Number

Area Code - Telephone Number

STATE OF TEXAS §
 §
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of OWNER, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____ day of _____, 2022.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of CONTRACTOR, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

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

Notary Public, State of Texas
My Commission Expires: _____

RECEIVED AND APPROVED AS TO FORM:

Engineer, City of Sherman

Attachments: Exhibit "A"- Schedule of Values, Performance, Payment, and Maintenance Bonds, Certificate of Insurance/Endorsements, Contractor's Certification of Workers' Compensation, Acknowledgement Form

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 the City of Sherman (CITY), 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 CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.”

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____, 20_____.

PRINCIPAL:

SURETY:

Name of Contractor

Name of Surety

Signature

Signature

Printed Name and Title

Printed Name and Title

Address

Address

City, State, Zip

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

PAYMENT BOND

BOND NO. _____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Sherman (CITY), 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 CITY, for _____ (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 _____ (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 two (2) 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 two (2) 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:

ACKNOWLEDGEMENT

As the person or entity constructing public improvements in public rights-of-way or easements in the City of Sherman ("City"), as set forth in the attached City of Sherman Private Contract, _____(Name of Contractor) and _____(Name of Owner) acknowledge and agree to the following prior to the construction of said improvements:

1. Give at least five (5) work days' notice to the City Engineer of the construction start date.
2. Confirm that the plans to be followed are those which have been approved by the City Engineer, or that any changes thereto are approved in writing by the City Engineer.
3. Provide to the City Engineer Performance, Maintenance, and Payment Bonds for the improvements in the same amounts as if the City were engaging a contractor to do the work. The City shall be a named beneficiary on these bonds.
4. Provide to the City Engineer any soil tests deemed appropriate by the City Engineer.
5. Prior to acceptance of the improvements by the City, pay any fees for any reasonable retesting deemed appropriate by the City Engineer.
6. Provide timely notice to the City Engineer for the purposes of inspecting the work on the improvements, and make the work site available for City inspectors as needed.
7. Pay review, inspection and testing fees in the amount of four percent (4.0%) of the value of the improvements inspected or \$_____.
8. Provide the City with a flash drive containing record drawings in pdf format and dwg/dxf format of the public improvements installed.

AGREED AND ACKNOWLEDGED this the _____ day of _____, 20 _____.

Name of Contractor (company)

Name of Owner (company)

Signature of Contractor's Representative

Signature of Owner's Representative

Print Name/Title of Contractor's Representative

Print Name/Title of Owner's Representative





City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 8/5/2024

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7343

Authorizing Execution of the First Amended and Restated Contract for Water Supply and Sewer Service between the City of Sherman and the Greater Texoma Utility Authority

Issue:

Authorizing Execution First Amended and Restated Contract for Water Supply and Sewer Service between the City of Sherman and the Greater Texoma Utility Authority

Background:

The Greater Texoma Utility Authority (GTUA) and the City of Sherman previously entered into a contract on March 1, 1985 regarding GTUA's agreement to issue revenue bonds (for utility projects) on behalf of the City. This agreement now requires various changes, as requested by GTUA, to clarify the responsibilities of both parties for these transactions.

Origination:

City Manager's Office
Greater Texoma Utility Authority

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of this item.

Alternatives:

No alternatives to approving this item can be suggested by staff.

Attachments:

1. Resolution No. 7343
2. GTUA SHERMAN CONTRACT

RESOLUTION NO. 7343

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE FIRST AMENDED AND RESTATED CONTRACT FOR WATER SUPPLY AND SEWER SERVICE BETWEEN THE CITY OF SHERMAN AND THE GREATER TEXOMA UTILITY AUTHORITY; 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 authorized to negotiation and execute the first amended and restated contract for the water supply and sewer service between the City of Sherman and the Greater Texoma Utility Authority; 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 5th day of August 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

**FIRST AMENDED AND RESTATED CONTRACT
FOR WATER SUPPLY AND SEWER SERVICE**

**THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §**

THIS FIRST AMENDED AND RESTATED CONTRACT FOR WATER SUPPLY AND SEWER SERVICE is made and entered into between the GREATER TEXOMA UTILITY AUTHORITY (herein after referred to as the "Authority"), a conservation and reclamation Authority, a governmental agency, a political subdivision of the State of Texas, and a body politic corporate, duly created, existing and acting by virtue of Chapter 97, Acts of the 66th Legislature of Texas, Regular Session, 1979, as amended (the "Act"), and the CITY OF SHERMAN, TEXAS, a home-rule municipal corporation in the County of Grayson, Texas (hereinafter referred to as the "City") duly created and existing under the laws of the State of Texas:

WITNESSETH:

WHEREAS, the Authority and the City have previously entered into that certain Contract for Water Supply and Sewer Service, dated as of March 1, 1985, as such contract has been amended from time to time (the "Prior Contract"); and,

WHEREAS, this First Amended and Restated Contract amends and restates the Prior Contract, but it is the express intention of the parties hereto that no amendment to the Prior Contract contained herein shall alter or impair any existing obligations to bondholders of Previously Issued Bonds (as defined herein) or constitute or be construed to be the extinguishment of any security or the indebtedness represented thereby or the reissuance of any security or the refunding of any indebtedness represented thereby; and

WHEREAS, the Authority, acting pursuant to the Act, proposes to issue bonds from time to time for the purpose of providing (i) certain sanitary sewer collection and treatment facilities for use by the City, and (ii) an additional supply of water to the City and certain water supply facilities in order to store and transport such water to the City; and

WHEREAS, payments made by the City to the Authority under this Contract are to be pledged to the payment and security of the Bonds to be issued by the

Authority and will constitute the basis for the Authority's credit in financing such facilities; and

WHEREAS, each party represents that it is independently authorized to perform the functions or services contemplated by this Contract; and

WHEREAS, each party desires to enter into this Contract pursuant to Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act), as amended; and

WHEREAS, the subject matter of this Contract constitutes a governmental function that serves the public health, safety and welfare and is of mutual concern to the parties; and

WHEREAS, each party obligated to pay for the performance of governmental functions or services under this Contract shall make those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Contract; and

WHEREAS, the Authority and the City, acting through their duly constituted governing bodies, have mutually agreed upon the terms and conditions of this Contract; now, therefore:

IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth, the parties hereto hereby agree, and contract as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01: Unless the context shall indicate a contrary meaning of intent, the terms below defined, for all purposes of this Contract and any contract, amendatory or supplemental to this Contract, shall be construed or used and are intended to have meanings as follows:

- (a) "Authority" shall mean the Greater Texoma Utility Authority, or its successor;

- (b) “Board” and “Board of Directors” shall mean the Board of Directors of the Authority;
- (c) “Bond Resolution” shall mean any resolution of the Board of Directors authorizing the issuance of a Bond and providing for their security and payment, as such resolution(s) may be amended from time to time as therein permitted, where the proceeds from the sale of each such Bond will be used to discharge the cost of a Project. The Authority shall provide to City a copy of each Bond Resolution and any amendments thereto at least 72 hours before each resolution or amendment is to be considered by the Authority’s Board of Directors, and the City is entitled to object in writing to each resolution or amendment prior to action by the Board of Directors, in which case the Board of Directors shall not approve the resolution or amendment;
- (d) “Bonds” shall mean any bonds to be issued from time to time by the Authority for the purpose of providing funds to pay the necessary costs of a Project upon the written request of the City, whether in one or more series or issues, or any bonds issued to refund same;
- (e) “City” shall mean the City of Sherman, Texas;
- (f) “Cost of the Project” shall mean, with respect to a Water Project or a Sewer Project, all cost and expense incurred in connection with the acquisition, construction, improvements, enlargement, extension and repair of a Project, including, without limiting the generality of the foregoing the cost of the acquisition of all land, rights-of-way, property rights, easements, and interests, the cost of all machinery and equipment, financing charges, interest and administrative expenses expected to accrue during the period of construction, the funding of any reserve funds created by the Bond Resolution(s), cost of estimates and of engineering and legal services, plans, specifications, surveys, estimates of cost and of revenue, other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, improving, enlarging, extending, or repairing a Project, and such other expense as may be necessary or incident to the acquisition, construction, improvement, enlargement, extension or repair of a Project and all legal fees, printing and other costs, fees and expenses necessary for or incident to the issuance of the Bonds;

- (g) “Engineer” shall mean a registered, professional engineer (who may be the City Engineer or the Authority’s Engineer). The City and Authority agree that the Engineer may be a different firm on different aspects of a Project; and that each Project will be acquired, constructed, improved, enlarged, extended and repaired in accordance with the plans and specifications prepared under the supervision of the Engineer. It is further agreed that an Engineer may be changed or added and the scope of duties adjusted by the Authority, subject to the consent of the City;
- (h) “Fiscal Year” shall mean the twelve month operating period commencing October 1st of each year
- (i) “Maintenance and Operation Expense of the Project” shall mean the expense of maintenance and operation of a Project including all salaries, labor, materials, interest, repairs, and replacements necessary to render efficient service, or which might be necessary to meet some physical accident or condition which would otherwise impair the security of the Bonds. Such term shall not include depreciation;
- (j) “Previously Issued Bonds” shall mean the outstanding (1) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2006 (City of Sherman Project)," (2) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2013A (City of Sherman Project)," (3) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2014 (City of Sherman Project)," (4) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015 (City of Sherman Project)," (5) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015A (City of Sherman Project)," (6) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015B (City of Sherman Project)," (7) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017 (City of Sherman Project)," (8) “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017A (City of Sherman Project),” (9) “Greater Texoma Utility Authority Contract Revenue and Refunding Bonds, Series 2019 (City of Sherman Project),” (10) “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project),” (11) “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2020 (City of Sherman Project),” (12) “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2021 (City of Sherman Project),” (13) “Greater Texoma Utility Authority Contract

Revenue Refunding Bonds, Series 2021 (City of Sherman Project),” (14) “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (City of Sherman Project),” (15) “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023 (City of Sherman Project),” (16) “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023A (City of Sherman Project) and (17) Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (City of Sherman Project) heretofore issued which are in every respect on a parity with any proposed Bonds proposed to be issued pursuant to this Contract.

- (k) “Project” shall mean a Water Project or a Sewer Project as described in each resolution or order of the Authority, duly passed prior to or subsequent to the date of this Contract, authorizing the issuance of Bonds by the Authority to finance the Costs of the Project.;
- (l) “Sewer Project” shall mean the sanitary sewer facilities for which the City has made a written request for funding from the Authority and which are to be (i) constructed or acquired in order to meet the contractual obligations hereunder, and (ii) financed by the Authority through the issuance of bonds or other obligations, to the extent the same are payable from the money paid or required to be paid by the City under this Contract, or obtained as grant funds, from any source, for the purpose of paying all or part of the Cost of the Project; and
- (m) “Water Project” shall mean the water supply, storage and transmission facilities for which the City has made a written request for funding from the Authority and which are to be (i) constructed or acquired in order to meet the contractual obligations hereunder, and (ii) financed by the Authority through the issuance of bonds or other obligations, to the extent the same are payable from the money paid or required to be paid by the City under this Contract or obtained as grant funds, from any source, for the purpose of paying all or part of the Cost of the Project.

ARTICLE II

REPRESENTATIONS AND AGREEMENTS

SECTION 2.01: The City’s Representations and Agreements.

In connection with its undertakings hereunder, the City represents to the

Authority and agrees with the Authority as follows:

- (a) In its capacity as a duly incorporated city of Texas, it is empowered under applicable laws of Texas, particularly under the Interlocal Cooperation Act, to enter into the engagements prescribed for it under this Contract and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this Contract;
- (b) It will timely pay to the Authority the full amount it is required to pay under the provisions of this Contract;
- (c) It will plan, construct, maintain, operate and finance its own utility system and set retail rates to individual customers for water and sanitary sewer service adequate to pay all City obligations secured by and made payable from the revenues derived from the operation of the City's combined water and sanitary sewer system;
- (d) That it will cooperate with the Authority in the performance of the duties and responsibilities assigned to the Authority by this Contract.

SECTION 2.02: Representations and Agreements of Authority.

In connection with its undertakings hereunder, the Authority represents to the City and agrees with the City as follows:

- (a) In its capacity as conservation and reclamation Authority created by the Act, pursuant to Article XIV, Section 59 of the Texas Constitution, it is empowered under the applicable laws of the State of Texas, particularly under the Interlocal Cooperation Act and the Texas Water Code, to enter into the engagements prescribed for it under this Contract and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this Contract; and
- (b) That it will finance all costs of each Project not provided by the City and any grant secured for the construction of each Project; and
- (c) That it will cooperate with the City in the performance of the duties and responsibilities assigned to the City by this Contract.

SECTION 2.03: Construction.

The City agrees to assume responsibility for the construction of each Project, and the Authority will enter into and enforce such contracts as are necessary to provide each Project. To this end, the Authority and the City agree that:

- (a) Unless otherwise agreed by the parties in writing, the City shall be responsible for the preparation of final plans and specifications for each Project;
- (b) Final plans and specifications for each Project shall be subject to the approval of the City;
- (c) All construction contracts shall be let by the City, acting as GTUA's authorized agent, pursuant to all applicable laws;
- (d) The Authority shall award all construction contracts, subject to the approval of each contract by the City;
- (e) The Authority shall deposit from the proceeds from the sale of its Bonds and any grant funds received for the purpose of providing all or part of each Project in a segregated, special Construction Fund for each Project to be created and established by the Bond Resolution(s), an amount of money which shall be specified in said Bond Resolution(s). The Authority shall draw on and use said Construction Fund to pay the cost of acquiring, constructing, improving, extending, enlarging and repairing each Project; and
- (f) Unless otherwise agreed by the parties in writing, the City shall be responsible for the acquisition of all land, rights-of-way, property rights, easements and interest required to provide the Project

ARTICLE III

FISCAL MATTERS

SECTION 3.01: Payment for Service.

The Authority will provide from the proceeds received through the issuance and sale of its Bonds such funds as are necessary, when coupled with any funds or property provided by the City and any grant received for the purpose of providing all or part of each Project. It is agreed that the City and its customers shall have the exclusive use of the entire Project for the useful life of each Project, unless otherwise approved by the City after consultation with Bond Counsel to the Authority to ensure compliance with covenants contained in the Bond Resolution(s), including compliance with the Internal Revenue Code of 1986 and Treasury Regulations promulgated thereunder. In consideration for the Authority's obligations hereunder, the City recognizes and agrees that the Authority is the owner of each Project during the period in which one or more Bonds to fund the Project have been duly issued and remain outstanding. It is further agreed that the City's obligations to make any and all payments for each Project as specified in this Article will automatically terminate when all of the Authority's Bonds issued in connection with each such Project have been paid in full and retired and are no longer outstanding. It is further agreed that upon completion of each Project, and when all of the Authority's Bonds issued in connection with each Project have been paid in full and retired and are no longer outstanding, ownership of the Project shall automatically transfer to and fully vest in the City. At the request of the City, the Authority shall promptly provide to the City a written statement or other evidence of such ownership transfer on a form approved by both parties. It is within the lawful and reasonable contemplation of the parties that the amounts due under this Contract from the City will be satisfied out of current revenues or some currently available fund within the immediate control of the City. It is further understood and agreed that the Authority's only source of funds to pay the principal of and interest on the Bonds is from the payments to be made by the City to the Authority under this Contract, grant funds received for the purpose of providing all or part of each Project and other funds as approved by the City and GTUA, and the City agrees that it will make to the Authority the following payments:

- (a) Monthly amortization payment. Such amounts, payable monthly on or before the 25th day of each month, in approximately equal installments, as are necessary to pay (i) the principal coming due on the

Authority's Bonds on the next succeeding principal payment date; (ii) the interest coming due on the Authority's Bonds on the next succeeding interest payment date; and; (iii) the fees and charges of the Paying Agent(s) for paying or redeeming the Bonds and interest thereon coming due on each applicable date;

- (b) Reserve Fund Payment. Such amount as is required to be paid into the Reserve Fund from the Revenue Fund (out of payments to be made by the City) under the Bond Resolution in order to establish, maintain or, replenish the Reserve for the security and payment of Bonds similarly secured;
- (c) Administrative Payment. An amount sufficient to pay the administrative and overhead expenses of the Authority, directly attributable and chargeable to the Bonds and the Project, including the cost of routine annual accounting reports; and
- (d) Extraordinary Expense Payment. Such amounts, as are necessary to pay or reimburse the Authority for any extraordinary, unexpected expenses or costs reasonably and necessarily incurred by the Authority in connection with the Bonds and the Project, and costs of special studies and special professional services, if and when required by any governmental directive or regulation or as may be agreed between City and Authority. The City's obligation to pay such extraordinary, unexpected expenses or costs is conditioned on GTUA providing to the City advance written notice of the nature, cause and anticipated amount of such expenses or costs before GTUA incurs any such expenses or costs and the City providing written approval of the same.

SECTION 3.02: Time for Making of Payments.

The City agrees to make the payments required by Section 3.01 at the times hereafter specified:

- (a) Monthly Amortization Payments. The City shall commence making monthly amortization payments at such time as any amount required by the Bond Resolution(s) to be deposited into an escrow account for the payment of interest on the Bonds during the Project construction period has been fully exhausted; provided that such payments shall commence

in no event later than the earlier of (i) twelve months prior to the first principal payment date specified in the Bond Resolution(s), or (ii) six months prior to the first interest payment date for which monies are not set aside for the payment of the interest coming due on such date from the proceeds of the Bonds. Monthly amortization payments shall continue to be made throughout the term of the Contract and shall be adjusted by the City so as to provide for the accumulation of the full amount of debt service requirements (principal, interest and paying agent fees due on any given payment date) on or before the first day of the month such debt service requirements become due;

- (b) Reserve Fund Payment. The City shall commence making these payments on the 25th day of a month, as may be provided in the Bond Resolution after the delivery of the initial series of Bonds to provide the Project, and upon the issuance of additional Bonds, shall increase the payments in accordance with the Resolution authorizing such Bonds;
- (c) Administrative Payment. The City shall commence making the administrative payment as required under Section 3.01(d) on the 10th day following the Effective Date (hereinafter defined) of this Contract, and thereafter such payment shall be made on the 25th day of each month thereafter throughout the term of this Contract;
- (d) Extraordinary Expense Payment. The City shall make any extraordinary expense payment as required under Section 3.01(d) on the 30th day following the date the City receives the written statement with all relevant backup information therefore; and
- (e) Maintenance and Operating Expenses. Such expenses shall be paid by the City as the same becomes due.

SECTION 3.03: Maintenance and Operation of the Project.

Unless otherwise agreed by the parties in writing, it is agreed that the City will be responsible for maintaining and operating each Project, and shall pay all costs and expenses incurred in regard to the maintenance and operation of each Project. The City hereby agrees and covenants to operate and maintain the Project in accordance with accepted good business and engineering practices and in accordance with all applicable federal and state laws, including any rules and

regulations issued by appropriate agencies in the administration of said laws.

SECTION 3.04: Insurance.

The City specifically agrees to carry fire, casualty, public liability, or other insurance on each Project for purposes and in an amount which would ordinarily be carried by a municipal corporation owning and operating such facilities. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment so as to minimize the interruption of services of such facilities. All premiums for such insurance shall constitute a maintenance and operation expense of the Project.

SECTION 3.05: Covenant of Timely Payment.

The City covenants that it will timely make (i) the monthly amortization payments and (ii) the additional payments specified hereunder in accordance with the provisions of this Contract as the same shall become due and payable, irrespective of whether service of the Project has been abandoned or discontinued, or if the Project has been rendered wholly or partially useless by reason for "force majeure". The City recognizes the fact that the Authority will use the payment received from the City hereunder to pay, secure and finance the issuance of the Bonds, and the holders of the Bonds shall be entitled to rely on the foregoing covenant of payment regardless of any other agreement that may exist between the Authority and the City.

SECTION 3.06: Late Payment Penalty.

Should the City fail to make any payment at the times herein specified, interest on such amounts shall accrue at the rate specified in Section 2251.025 of the Texas Government Code from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within sixty (60) days from the date such payment becomes due, the Authority may institute a proceeding for a mandatory injunction requiring the payment of the amount due and interest thereon, such action to be instituted in a court of competent jurisdiction.

SECTION 3.07: Priority of Charges - City to Fix Adequate Rates.

- (a) The City represents and covenants that all payments to be made by it hereunder shall constitute "operating expenses" of the City's combined

water and sanitary sewer system; and

- (b) The City further agrees to fix and collect such rates and charges for water and sanitary waste services to its customers as will make possible the prompt payment of all expenses of operating and maintaining its combined water and sanitary sewer system, including all payments, obligations and indemnities contracted hereunder.

SECTION 3.08: Nature of Obligation of City.

The payments required to be made by the City under the terms of this Contract shall be due and payable in any and all events regardless of whether there shall be, for any reason, a delay in the completion of all or any part of a Project and regardless of whether the Project shall have been wholly or partially destroyed or damaged. The agreements of the City shall be and are separate and independent covenants and the City shall have no rights of setoff, recoupment, or counterclaim. The Authority shall never have the right to demand payment of any amounts due hereunder by the City out of funds raised or to be raised by taxation. Any obligations assumed or imposed on either party hereto shall never be construed to be a debt of such party of a kind that would require it to levy and collect taxes to discharge any such obligation, it being expressly understood by the parties hereto that the funds required for all payments due from the City pursuant to this Contract are to be collected from the sources referenced herein, and from no other.

SECTION 3.09: Right to Audit; Access to Books and Records.

The City shall have the right to audit, to examine and to make copies of or extracts from all financial, performance and compliance records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to the Authority's activities under this Contract kept by or under the control of the Authority, including but not limited to, those kept by the Authority, its employees, agents, assigns successors and subcontractors. In the event of such audit, the Authority agrees to provide the City with reasonable access to the Authority's employees and make all such financial, performance and compliance records available to the City. The Authority shall, at all times during the term of this Contract and for a period of five years after the termination or expiration of this Contract, maintain such records, together with supporting or underlying documents and materials.

SECTION 3.10: Indemnity.

- (a) **IN THE EVENT ANY PERSON OR ENTITY, NOT A PARTY TO THIS CONTRACT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE AUTHORITY THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS CONTRACT IN ANY RESPECT, THE CITY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AUTHORITY FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES, EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE AUTHORITY, EXCEPT ANY CRIMINAL ACT COMMITTED BY THE AUTHORITY OR ITS OFFICERS, EMPLOYEES OR OTHER AGENTS. IT IS WITHIN THE LAWFUL AND REASONABLE CONTEMPLATION OF THE PARTIES THAT ANY AMOUNTS DUE UNDER THIS SUBSECTION (a) WILL BE SATISFIED OUT OF CURRENT REVENUES OR SOME CURRENTLY AVAILABLE FUND WITHIN THE IMMEDIATE CONTROL OF THE CITY.**
- (b) **IN THE EVENT ANY PERSON OR ENTITY, NOT A PARTY TO THIS CONTRACT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO ANY CRIMINAL ACT COMMITTED BY THE AUTHORITY OR ITS OFFICERS, EMPLOYEES OR OTHER AGENTS IN CONNECTION WITH THE SUBJECT OF THIS CONTRACT IN ANY RESPECT, THE AUTHORITY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES, EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY. IT IS WITHIN THE LAWFUL AND REASONABLE CONTEMPLATION OF**

THE PARTIES THAT ANY AMOUNTS DUE UNDER THIS SUBSECTION (b) WILL BE SATISFIED OUT OF CURRENT REVENUES OR SOME CURRENTLY AVAILABLE FUND WITHIN THE IMMEDIATE CONTROL OF THE AUTHORITY.

ARTICLE IV

Miscellaneous Provisions

SECTION 4.01: Contract Term.

The obligation of the City to promptly make all prescribed payments shall commence with the delivery of the first series of Bonds issued to fund the cost of each Project and continue for the period during which the Bonds are outstanding and unpaid.

SECTION 4.02: Useful Life of Project.

The City and Authority agree and mutually find that the anticipated useful life of each Project equals or exceeds the period specified in the Bond Resolution(s) for the maturity of all Bonds authorized to be issued.

SECTION 4.03: Abandonment of Use of Project.

It is specifically recognized by the parties hereto that the City, during the term of this Contract, may acquire other facilities so as to make the continued operation of each Project uneconomical so it will be to the best interest of the parties to discontinue the operation of the Project.

Should the City choose to discontinue the operation of all or part of a Project, the City shall have the exclusive right to the salvage of all of the properties and improvements constituting the Project so discontinued. Any cost of salvage will be a maintenance and operating expense of the City, and any money realized from such salvage will serve as a reduction of such expense. The City shall retain the use of the land where the Project is situated and all remaining improvements thereon for its corporate purposes.

The abandonment of the use of the Project shall have no effect upon the obligations of the City to the Authority provided for by this Contract and all

payments provided for by this Contract shall remain obligations of the City of the same nature as provided for by this Contract.

SECTION 4.04: Modification of Provisions.

This Contract may be changed and modified only with the consent of the governing bodies of all parties. Such modification may be requested by either party, in which event a joint meeting of the governing bodies or of their duly authorized and appointed representatives shall be held not less than thirty (30) days after the giving of such notice. At such joint meeting, the suggested changes or modifications shall be considered, discussed and settled. No such change or modification may be made which will effect adversely the payment when due of all monies required to be paid by the City under the terms of this Contract and no such change will be effective which effects adversely or causes a violation of any covenants contained in the Bond Resolution(s).

SECTION 4.05: Regulatory Provisions.

This Contract shall be subject to, and each party shall comply with, all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Texas, or any other governmental body or agency having lawful jurisdiction, or any authorized representative or agency of any of them.

SECTION 4.06: Taxes.

In the event any sales or use taxes, or taxes of any nature are hereafter imposed upon a Project or the Authority on account of the acquisition, existence, ownership, operation and maintenance of the Project, the amount of such taxes shall be treated as operating expenses of the Project.

SECTION 4.07: Title to Water and Sewage.

Title to all water and sewage put into a Project under this Contract shall be in the City's Certificate of Convenience and Necessity (CCN).

SECTION 4.08: Notices.

Any notice, request, demand, statement or bill provided for in this Contract shall be in writing and shall be considered to have been duly delivered when sent by

registered mail, addressed as follows:

To the Authority: 5100 Airport Drive
Denison, Texas 75020
Attention: _____
President, Board of Directors

To the City: City Hall
220 W. Mulberry
Sherman, Texas 75091
Attention: City Manager
City of Sherman

as the case may be, except that routine communications may be sent by ordinary mail and except that either party, by the filing of an appropriate written notice to the other, may specify some other individual to whom communications thereafter are to be addressed.

SECTION 4.09: Covenant to Enforce Contractual Obligations.

The Authority covenants that it will enforce the obligations of the City hereunder as may be required to accomplish the purpose of this Contract. Either party may enforce any obligations hereunder owed to it by the other party.

SECTION 4.10: Consequences of City Default.

The Authority and the City agree that in the event of default or threatened default, in the payment of principal or interest on the Bonds, any court of competent jurisdiction upon petition of the holders of twenty-five percent (25%) of the principal amount of the then outstanding Bonds of the Authority shall appoint a receiver with authority to collect and receive all resources pledged to the payment of the Bonds, enforce all rights arising from default, if any, by the City in making payment under this Contract, and take charge of the pledged funds on hand and manage the proprietary affairs of the Authority insofar as such affairs relate to the Project. The court may further vest the receiver with such powers and duties as the court may find necessary for the protection of the holders of the Bonds.

SECTION 4.11: Further Agreements of the Parties.

The parties hereto specifically recognize that the City has heretofore issued, sold and delivered, and may in the future issue, sell and deliver, revenue and other bonds that are payable from and secured by a lien on and pledge of the net revenue of its combined water and sanitary sewer system;

The City represents to the Authority:

- (a) There is no provision in the ordinances authorizing the issuance of such revenue bonds which prohibits the City from entering into and executing this Contract; and
- (b) The execution of this Contract and the operation thereunder will not in any way impair the obligation of Contract by and between the City and the owners of its outstanding bonds payable from revenues of its water and sanitary sewer system since each Project is in furtherance of governmental policy, not inconsistent with the existing contractual obligations of the City.

SECTION 4.12: Control of Project by City.

The parties hereto recognize and it is specifically agreed that after completion of each Project and during the term of this Contract, the City shall have the exclusive right to the use and utilization of the Project, for the benefit of the City, as determined by the City; that the City without hindrance from the Authority or the City, or the employees or other agents of either of them, may operate, maintain, repair, enlarge, improve, extend, provide for additions to or otherwise control, manage and keep up each such Project. Except as specified in this Contract, the abandonment of the use of all or part of each such Project has no effect upon the obligations of the parties.

SECTION 4.13: Force Majeure.

- (a) If for any reason of “force majeure” either of the parties hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of City to make the payments required under the terms of Section 3.01 hereof, then if such party shall give notice and full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event, or

cause relied on, the obligation of the party giving such notice, so far as its affected by such "force majeure" shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such parties shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders or actions of any kind of the Government of the United States of America or of the State of Texas or any civil or military authority; insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accident to dams, machinery, partial or entire failure of water supply and inability on the part of the Authority to deliver water hereunder or to provide sewage treatment or of the City to receive water or to deliver sewage treatment on account of any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch, shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No failure of Authority to meet any obligation by reason of force majeure shall relieve the City from its obligations to make the payments required under the terms of Section 3.01 hereof;

- (b) No damage shall be recoverable from Authority by reason of the suspension of the operation of the Project due to any of the causes above mentioned. If City's ability to operate the Project is affected by any such causes, the City shall promptly notify the other party in writing giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption; and

SECTION 4.14: Easements.

City agrees that Authority may have such easements over any easements, right of way or property held by City as are necessary so that the facilities herein anticipated and the placement thereof and of all required equipment may be

appropriately provided.

SECTION 4.15: Bond Approval by the City.

- (a) Prior to the issuance and delivery of any Bonds which are: (i) payable as to principal, interest or redemption premium out of the debt service payments, or (ii) to provide facilities or service or any item which is to be maintained by the Authority utilizing any part of the base monthly payments, the governing body of the City shall approve the issuance thereof by the Authority and the facilities to be constructed or acquired by the Authority.

SECTION 4.16: Effective Date of this Contract.

- (a) The parties hereto, and the Texas Water Development Board, by virtue of its approval evidenced by the signature of the Development Fund Manager appearing hereon recognize this Contract amends and restates the Prior Contract to the extent any certain amendment does not affect adversely or cause a violation of any covenants contained in the Bond Resolution(s) of Previously Issued Bonds; and

SECTION 4.17: Severability.

The parties hereto agree that if any of the provisions of this Contract contravene or be held invalid under the laws of the State, same shall not invalidate the whole Contract but it shall be construed as through not containing that particular provision and the rights and obligations of the parties shall be construed and in force accordingly.

If any amendment herein of the Prior Contract or the application thereof to any circumstance shall be held to affect adversely the payment when due of monies required to be paid by the City under the terms of the Prior Contract or affects adversely or causes a violation of any covenants contained in the Bond Resolution (s) for the Previously Issued Bonds, no such amendment shall become effective and the remainder of this Contract or the application thereof to other circumstances shall nevertheless be valid.

SECTION 4.18: Immunity.

It is expressly understood and agreed that, in the execution and performance of this Contract, neither party has waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Contract, the parties do not create any obligations, express or implied, other than those set forth herein. Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original. The date this Contract 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 Contract ("Effective Date").

GREATER TEXOMA UTILITY
AUTHORITY

BY: _____
President, Board of Directors

DATE: _____

ATTEST:

Secretary, Board of Directors

CITY OF SHERMAN, TEXAS

BY: _____
City Manager, City of Sherman

DATE: _____

ATTEST:

City Clerk, City of Sherman
(Authority Seal)

APPROVED AS TO LEGAL FORM:

City Attorney, City of Sherman
(Authority Seal)



City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 8/5/2024

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7344

Authorizing Execution of a Contract with Whirlix Design, Inc. for the Purchase and Installation of a Pavilion and Inclusive Playground at Fairview Park through the Buyboard Purchasing Cooperative

Issue:

Approving the Purchase and Installation of Pavilion and Inclusive Playground at Fairview Park from Whirlix Design, Inc. through BuyBoard purchasing cooperative

Background:

The proposed addition of Fairview Park's pavilion and mixed-ability playground represents a important step in our ongoing efforts to enhance the quality and inclusivity of Sherman's park system. By investing in these upgrades, we not only uphold the strategic goals of our Parks, Recreation, and Open Space Master Plan but also reaffirm our commitment to providing exceptional recreational spaces for everyone in our community.

Recent enhancements in Fairview Park include the addition of a new basketball court, six pickleball courts, and improvements to the baseball fields, enhancing the experience for guests, including the Shadowcats Mid America baseball team.

Fairview Park stands as a prominent regional park that is strategically positioned for improvements, including future trail connectivity. Given its high utilization rate and proximity to The Splash, the introduction of a new pavilion and inclusive playground equipment is poised to significantly benefit the diverse recreational interests in our community.

The procurement of playground equipment has been conducted through the Buy Board purchasing cooperative, adhering rigorously to competitive bidding requirements outlined in Texas Local Government Code Chapter 271. This approach ensures transparency and fiscal accountability in our public procurement processes.

Funding totaling \$1,810,750.00 has been secured for this project as part of the fiscal year 2023-24 Capital Improvement Program, affirming the City's steadfast dedication to enriching recreational opportunities for all residents. The selection of the Whirlix design concept was driven by its innovative features and its alignment with the preferences and needs of our community.

Origination:

Parks and Recreation Department

Financial Consideration:

The cost of the equipment, including installation, is \$1,810,750.00. Funding was approved as part of the fiscal year 2023-2024 Capital Improvement Program.

Staff Recommendation:

It is recommended that the City Council approve the proposed purchase.

Alternatives:

As directed by the City Council.

Attachments:

1. Resolution No. 7344
2. Signed Agreement
3. Attachment A - Whirlix Proposal
4. Exhibit B - Certificate of Insurance
5. Exhibit C - Affidavit of No Prohibited Interest
6. Exhibit D - Conflict of Interest Questionnaire
7. Bond Forms - Payment, Performance, and Maintenance_Fairview Playground (1)
8. Map
9. Drawing
10. Fairview Park Playground & Pavillion Presentation

RESOLUTION NO. 7344

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 A PAVILION AND INCLUSIVE PLAYGROUND AT FAIRVIEW 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 a pavilion and inclusive playground at Fairview Park for a total purchase price of One Million Eight Hundred Ten Thousand Seven Hundred Fifty Dollars and No Cents (\$1,810,750.00). 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 5th day of August 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 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 and Pavilion at Fairview 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 and pavilion at Fairview 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 will be completed within 180 from start on site work; DP 6.27.2024)

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed ~~One Million Seven Hundred Seventy-Nine Thousand Four Hundred Ninety-Six and 25/100 dollars. (\$1,779,496.25)~~ for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows: (total contract value to be \$1,810,750. This reflects design fees (\$20,503.75), original contract value (\$1,779,496.25), and half of the bond fees (\$10,750.00))

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 \$10,750.00)

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.

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



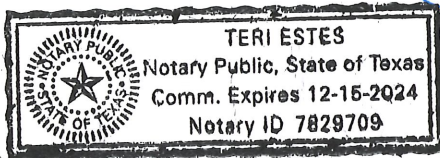
Whirlix Design Inc.
a Texas Corporation

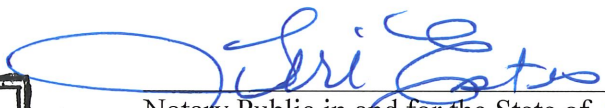
By: 
Printed Name: David Paquette
Title: Vice President of Operations
Date: 6.27.2024

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 VPOperations 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.




Notary Public in and for the State of Texas
My Commission Expires: 12-15-24



Date: December 20, 2023
Project: Fairview Park
Location: Sherman, TX

To: City Of Sherman

Proposal Expires: 45 Days from >>>>>> December 20, 2023

Please note that current fluctuations in material pricing may cause a proposal increase between now and
The acceptance of this agreement.

Item 1 – Turn-Key Playground Remodel Fairview Park Sherman

Series: *Custom Landscape Structures Playground*
Surface: *Poured-In-Place Rubber, Concrete Border, Concrete Slab*
Installation: *By Factory Trained, Certified Installers*
Quantity/Sizes: *See Below*

Base Bid: \$1,800,000.00

Deduct Design Services: (\$20,503.75)

Total Remaining: \$1,779,496.25

Adjusted Contingent Fund: \$25,000.00

Contingent fund to be used for scopes that are unforeseen underground obstacles, permitting, and inspections required by Developmental Services. We will also include the concrete lab testing. We do not expect to use all of this, but it is a worst case scenario safety check.

Base Bid Includes:

- Full Submittal Package
- 10% Turnkey discount on total contract
- Warranty As Specified – Best in the Business!
- Freight
- ADA Compliant Play Structures
- Design
 - Survey
 - Concept
 - Construction Drawings
 - TDLR
 - Geotechnical Report
- Certified Installation of Play Equipment
- Demolition of Existing Structures
- Concrete Border
- Poured-In-Place Rubber Surfacing Per Plan
 - Design
 - Site Security During the Execution of this Scope
 - Dumpster During the Execution of this Scope
- Synthetic Turf Per Plan
- ADA Compliant Sidewalks and Access to Existing

Whirlix Design Inc.
1751 International Parkway, Suite 131
Richardson, TX 75081

- 6' Construction fencing not to exceed 6 Months
- Excavation and Removal of Soil
- Haul off or On-Site Disposal of Remaining Dirt
- Polygon 24x44 Pavilion and Installation

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
- Tuff Timber Borders
- 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.
- Unforeseen 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, Inspections, and Labs
- Third Party Inspections
- Dumpster
- Latrine on Site
- Wet Stamped Engineering Drawings
- Demo of Existing Light Posts

Estimated Schedule to Start of Construction

- Equipment Ships 9/27/2024
- Construction schedule TBD

Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit. Progress billing will take place after services are completed in reasonable stages.



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

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:** _____

Whirlix Design Inc.
1751 International Parkway, Suite 131
Richardson, TX 75081



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2024

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:** 553557241**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**Page 1 of 1

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: 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.

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.

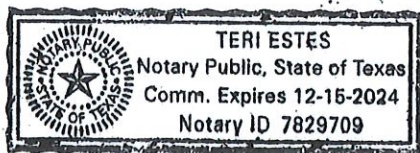
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

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

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

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

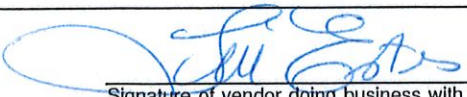
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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

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 **Fairview Park Playground Project** (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 **Fairview Park Playground Project** (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 **Fairview Park Playground Project** (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

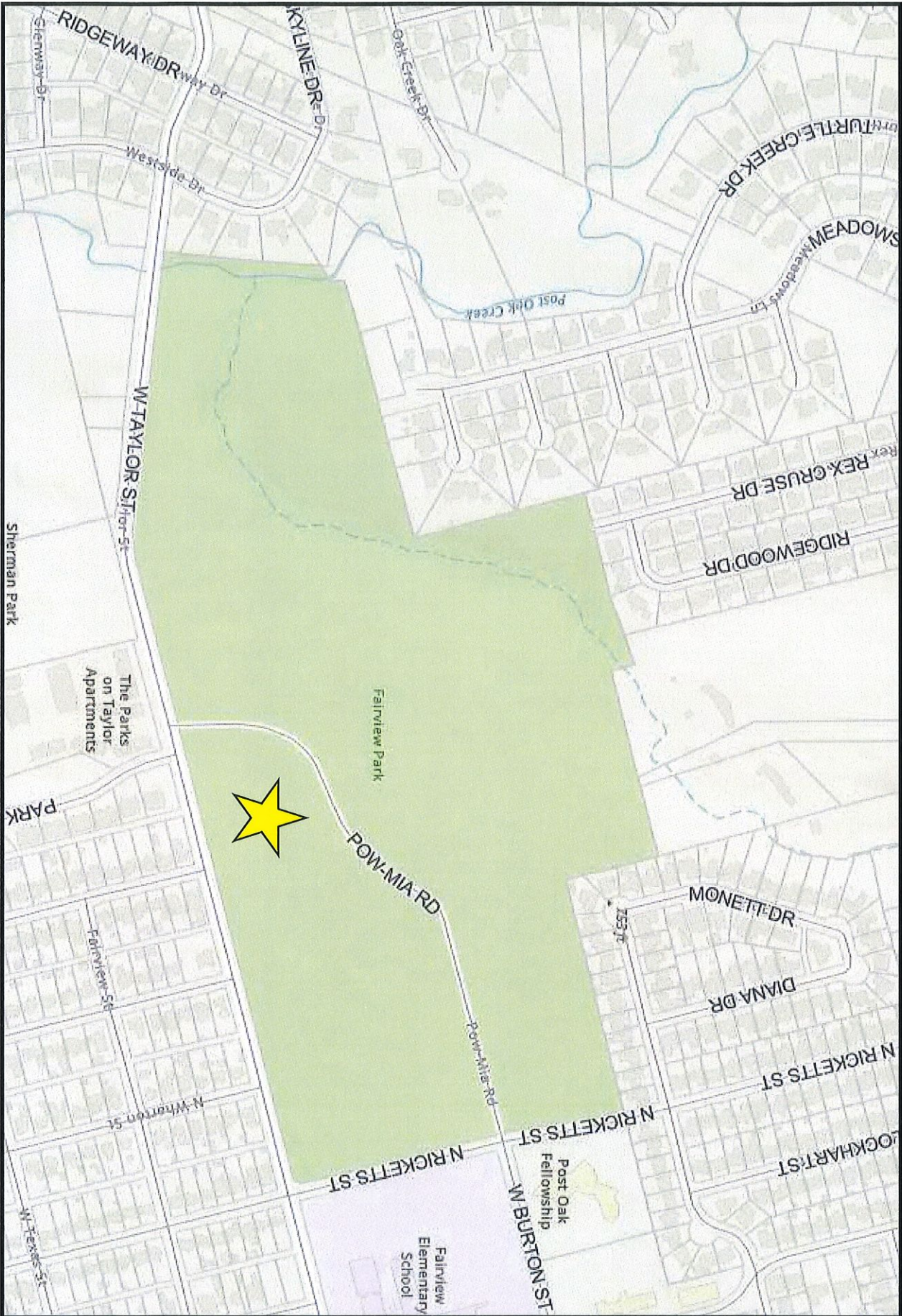
Address

City, State, Zip

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

Fairview Park Playground





Fairview Park

Mixed- Ability Playground & Pavilion Upgrades

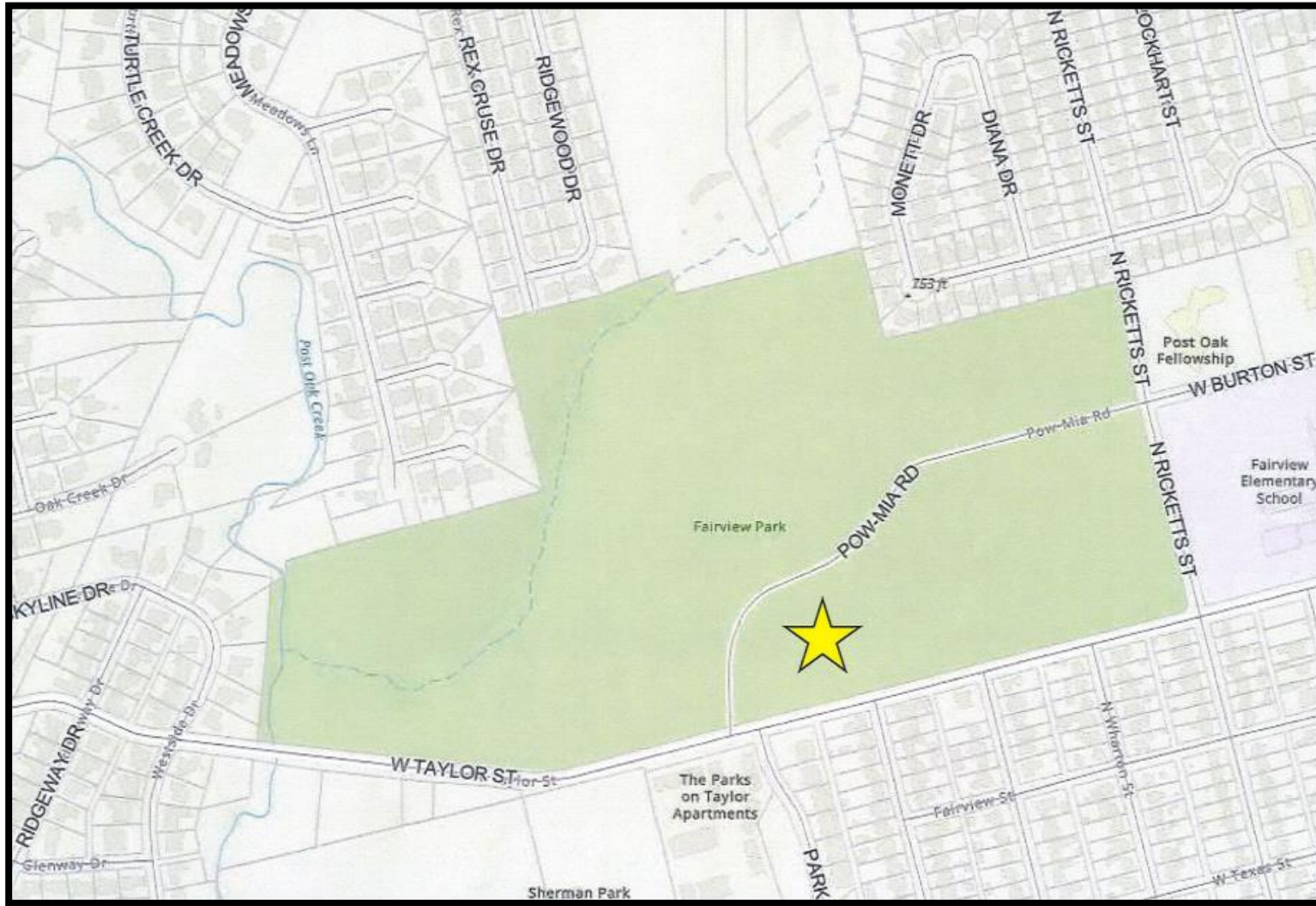
Importance

- Mixed-ability play designed for children aged 2 to 12 years
- Aligns with Parks, Recreation, and Open Space Master Plan goals
- Advances the objective of improving amenities and best usage of Fairview Park
- Strategic location for future trail connectivity and multi-purpose recreational activity
- Expected to attract visitors, becoming a local and regional destination
- Whirlix Playgrounds by Landscape Structures, industry leader
- Procurement through Buy Board ensures transparency and fiscal accountability
- Funding secured: \$1,810,750 from FY 2023-24 Capital Improvement Program

Current Playground Area Fairview Park



Location, Site Plan & Renderings





















Fairview Park

1173490-02-02-12 • 10.19.2023





Fairview Park

1173490-02-02-13 • 10.19.2023



Future Playground Equipment





Accessibility & Adventure



Ramps & Climbing Structures



Mixed-Use Swings



Inclusive & Adaptive Features



Creative Design & Attention to Detail





City Council Regular Meeting

Agenda Item No. F.5.

Meeting Date: 8/5/2024

Prepared By: Jana Walker, Controller

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 7345**

Appointing and Authorizing the City Manager to Negotiate an Agreement with Weaver and Tidwell, L.L.P. to Perform the Fiscal Year 2024 Audit.

Issue:

Independent audit services for fiscal year (FY) 2024

Background:

By Charter, we are required to annually appoint an independent auditor to perform a financial audit for the City. For the past six years, Pattillo, Brown and Hill, LLP has performed the annual audit. Since that contract does not have any more renewals, Requests for Proposal were solicited from certified public accounting firms. Three proposals were received, with Weaver and Tidwell, L.L.P. ("Weaver") offering the best value to the City.

Origination:

Council Audit Committee
Mary Lawrence, CFO

Financial Consideration:

The fee estimate for these services is \$64,600.00 for the audits of the City, SEDCO, federal programs, and the Texas Commission on Environmental Quality (TCEQ) compliance report. Funds have been allocated in the FY2025 budget for this expenditure.

Staff Recommendation:

The staff recommends the City Council accept the recommendation of the Council Audit Committee to appoint Weaver and direct the City Manager to negotiate an Agreement to perform the annual audit for the fiscal year ending September 30, 2024.

Alternatives:

The City could reject all the proposals and direct staff to re-advertise for additional proposals.

Attachments:

1. Resolution No. 7345

RESOLUTION NO. 7345

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH WEAVER AND TIDWELL, L.L.P. TO PERFORM THE FISCAL YEAR 2024 AUDIT; 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 Council hereby appoints Weaver and Tidwell, L.L.P. to perform the annual audit for the City of Sherman for fiscal year ending September 30, 2024.

SECTION 2. That the City Manager be and is hereby authorized and directed, to negotiate an agreement with Weaver and Tidwell, L.L.P. to perform the annual audit for the City of Sherman for the fiscal year ending September 30, 2024.

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 5th day of August 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

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

**BY: _____
DAVID PLYLER, MAYOR**

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

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



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 8/5/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

Other Business

Record Vote on Proposal to Consider Tax Increase

Issue:

To Record a Vote on the Proposal to Consider a Tax Increase

Background:

If a proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, the governing body must show how each member of the governing body voted on the proposal to consider the tax increase. The property tax rate of \$.508000/\$100 exceeds the no-new-revenue rate of \$.479229/\$100 and is lower than the voter-approval rate of \$.515093/\$100. This is not a vote on the adoption of the tax rate. The tax rate adoption will be considered at the August 19, 2024, meeting. This vote is required by the Texas Tax Code to record the members of the governing body who vote for the proposal to consider the tax increase resulting from a proposed tax rate greater than the no-new-revenue rate.

Origination:

Mary Lawrence, CFO

Financial Consideration:

There is no cost to voting on the proposal to consider the tax increase.

Staff Recommendation:

A record vote is required using the motion in the following form: "I move the City Council consider the proposal for the tax increase."

Alternatives:

No alternatives as this vote is required by law.

Attachments:

1. Notice About Tax Rates 2025 (26.04(e))

Notice About 2024 Tax Rates

Property Tax Rates in the City of Sherman

This notice concerns the 2024 property tax rates for the City of Sherman.

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate.....\$0.479229/\$100

This year's voter-approval tax rate.....\$0.515093/\$100

To see the full calculations, please visit www.ci.sherman.tx.us for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
Debt Service	\$ 1,085,293
General	\$ 15,319,099

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues or additional sales tax revenues.

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts to be Paid	Total Payment
2016 Certificate of Obligation	\$ 340,000	\$ 129,513	\$ 487	\$ 470,000
2017 Refunding Bond	\$ 736,342	\$ 165,103	\$ 1,555	\$ 903,000
2017 Certificate of Obligation	\$ 386,969	\$ 261,331	\$ 700	\$ 649,000
2018 Certificate of Obligation	\$ 570,000	\$ 622,756	\$ 2,244	\$ 1,195,000
2019 Certificate of Obligation	\$ 530,000	\$ 634,113	\$ (1,113)	\$ 1,163,000
2021 Tax Notes	\$ 340,000	\$ 27,600	\$ 400	\$ 368,000
2021 Certificate of Obligation	\$ 630,000	\$ 731,969	\$ (969)	\$ 1,361,000
2022 Tax Notes	\$ 340,000	\$ 54,000	\$ 1,000	\$ 395,000
2023 Certificate of Obligation	\$ 1,160,000	\$ 3,609,250	\$ 750	\$ 4,770,000
2023 Tax Notes	\$ 490,000	\$ 106,000	\$ 1,000	\$ 597,000
2024 Tax Notes	\$ 565,000	\$ 155,500	\$ 500	\$ 721,000
2024 Certificate of Obligation	\$ 1,000,000	\$ 677,000	\$ -	\$ 1,677,000
2025 Tax Notes	\$ 1,111,640	\$ 133,397	\$ (37)	\$ 1,245,000
2025 Certificate of Obligation	\$ -	\$ 292,500	\$ -	\$ 292,500

Total required for 2025 debt service	\$ 15,806,500
- Amount paid from funds listed in unencumbered funds	\$ 1,000,148
- Amount paid from other resources	\$ -
- Excess collections last year	\$ -
= Total to be paid from taxes in 2025	\$ 14,806,352
' + Amount added in anticipation that the taxing unit will collect only 97.4% of its taxes in 2025	97.39%
= Total Debt Levy	\$ 15,203,154

This notice contains a summary of the no-new-revenue and voter-approval calculations as certified by

Mary Lawrence,
Chief Financial Officer

August 5, 2024



City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 8/5/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Review of the Draft Capital Improvement Program (CIP) 2024-2029 and Set a Public Hearing for Monday, August 19, 2024

Issue:

To review the draft CIP 2024-2029 and set the public hearing on such for Monday, August 19, 2024

Background:

Article V, Section 10 of the City Charter requires that the City Council, by resolution, adopt a capital program. As required, before consideration of the resolution, the City will publish a summary of the program on the City of Sherman website. Prior to public notice, the City Council is given an opportunity to review the draft of the CIP. The public hearing is on the agenda for the regularly scheduled City Council meeting of August 19, 2024.

This CIP is merely a planning tool. This part of our budgeting process simply identifies projects and priorities to be considered in the near-to-intermediate term for capital spending. This is not a process that actually authorizes moving forward with the projects. Further, only the projects reflected as FY2025 projects are being considered for funding; and the approval for funding is contained in the separate FY2025 budget, not in this CIP. Finally, the budget process only authorizes appropriating the funds for these first year (FY2025) projects. The Council will approve actual spending of budgeted funds as contracts for each project are brought to the Council for their consideration.

City Staff discussed this CIP in detail with the Council during the budget process. This CIP summarizes the projects discussed during that meeting, the Budget Workshop, and subsequent Council meetings.

Origination:

Finance Department

Financial Consideration:

There are no financial considerations for setting a public hearing or reviewing the Capital Improvement Program.

Staff Recommendation:

It is recommended that the City Council review the City's 2024-2029 Capital Improvement Program and set the public hearing on such for the August 19th regular City Council meeting.

Alternatives:

The Council may amend the program.

Attachments:

1. Resolution No. - Draft
2. FY 2025-2029 CIP--DRAFT

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council is charged with providing a five-year capital improvement program for the City of Sherman, pursuant to Article V of the Charter of said City; and

WHEREAS, the City Manager has provided to the City Council such a program in a timely fashion; and

WHEREAS, the City Council met to review said plan on the 5th day of August, 2024, at a regular City Council meeting;

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

SECTION 1. That the Five-Year Capital Improvement Program, attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, be and the same is hereby in all things approved and adopted as the Capital Improvement Program of the City of Sherman, Texas.

SECTION 2. That the effective date of this resolution shall be the 19th day of August, 2024.

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 ____ day of _____, 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

Capital Improvement Plan of the City of Sherman

October 1, 2024 - September 30, 2029



David Plyler, Mayor
Shawn Teamann, Deputy Mayor

Council Members

Daron Holland
Josh Stevenson
Pamela Howeth
Henry Marroquin
Juston Dobbs

CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF SHERMAN

OCTOBER 1, 2024 - SEPTEMBER 30, 2029

CITY COUNCIL

David Plyler, Mayor
Shawn Teamann, Deputy Mayor

Council Members

Pamela L. Howeth
Daron Holland
Josh Stevenson
Justin Dobbs
Henry Marroquin



Robby Hefton, City Manager

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City of Sherman, Texas

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The Honorable David Plyler, Mayor, and Members of the City Council

Subject: 2024-2025/2028-2029 Five-Year Capital Improvement Program

The Capital Improvement Program for the City of Sherman is submitted to you in compliance with Article V, Section IX of our Charter. This Five-Year Capital Improvement Program covers the planning period beginning October 1, 2024 through September 30, 2029.

Our community continues to experience growth and potential for growth and, in order to meet the needs of the future, we must plan. The Capital Improvement Program forecasts our major capital improvement needs on a yearly priority basis. The plan requires annual revision in order to ensure that it meets the public safety, health and welfare needs of the citizens of Sherman, as well as our ability to finance those needs.

The Capital Improvement Program provides you with a comprehensive planning forecast of Capital Improvement needs. It outlines the recommended projects by fiscal year and estimates cost and funding sources. Each project is described by a brief narrative. The process of reviewing and approving this document requires that you concentrate on the priorities of the projects, due to funding limitations.

The Capital Improvement Program is separated into two functions, that of governmental and of proprietary. The governmental function is accounted for in the General Fund services; and the Capital Improvement Projects under this section are associated with general government and financed by taxation, grants and other General Fund sources. These projects are in the nature of streets, parks, drainage, flood control, refuse, and public safety improvements. The proprietary function is accounted for in the Utility Services section. Projects under this section are primarily for water and sewer improvements. Stormwater Fund capital improvement projects are supported and serviced by the Stormwater Fee. Summaries by fiscal year for General Services, Utility Services, and Stormwater Services are for years one through five.

This Capital Improvement Program has been reviewed and is hereby respectfully submitted for your consideration.

Very truly yours,

Robby Hefton
City Manager

GENERAL SERVICES

PROJECT	FY 2025 Budgeted	FY 2026 Proposed	FY 2027 Proposed	FY 2028 Proposed	FY 2029 Proposed
AIRPORT SERVICES					
Airport Pavement Maintenance	\$ 199,500	\$ -	\$ -	\$ -	\$ -
Total Airport Services Department	\$ 199,500	\$ -	\$ -	\$ -	\$ -
ENGINEERING SERVICES					
Design & Construct Lone Star Parkway and Heritage Ranch Trail	\$ 8,000,000	\$ -	\$ -	\$ -	\$ -
Three Oaks Infrastructure	\$ 500,000	\$ -	\$ -	\$ -	\$ -
Pecan Grove Estates Infrastructure	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -
Travis Heights/Bel Air Boulevard	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -
Cherry Street Rebuild	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -
Washington Street Rebuild	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -
Sunset Street Rebuild	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -
Engineering - New Streets, Rebuild Existing Streets, & New Development	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -
Crossroads Infrastructure	\$ 10,500,000	\$ -	\$ -	\$ -	\$ -
Design & Construct Blanton Drive Storm Drainage System - Birge to McGee	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -
Lamberth Road Channel Erosion Repair - N. Cornerstone Drive to US-75 Frontage	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -
Phased Design & Construction of Interurban Parkway - Progress Drive to Shepherd	\$ -	\$ 5,000,000	\$ 5,800,000	\$ 23,000,000	\$ 2,500,000
TIF #2 - Downtown General Improvements	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Phased Design & Construction of Friendship Road - SH 56 to Lamberth	\$ -	\$ 2,200,000	\$ 3,000,000	\$ 6,800,000	\$ -
Conduct Traffic Study, Followed by Phased Design & Construction of Friendship Road	\$ -	\$ 25,000	\$ 1,000,000	\$ 13,600,000	\$ -
Design & Construct East Street Extension - Sherman Street to Shark Tooth Park Parking Facility	\$ -	\$ 500,000	\$ 4,500,000	\$ -	\$ -
Phased Design & Construction of Interurban Parkway - Center to Park Street	\$ -	\$ 8,000,000	\$ -	\$ -	\$ -
Wells Street Extension - East of Patricia Drive to Projected Stephens Road Intersection	\$ -	\$ 651,000	\$ -	\$ -	\$ -
FM 1417 Design & ROW Acquisitions - SH 56 to Travis Street	\$ -	\$ 3,300,000	\$ -	\$ -	\$ -
Phased Design & Construction for Lamberth Road & Shady Oaks Improvements	\$ -	\$ 6,700,000	\$ -	\$ -	\$ -
Phased Design & Construction of Interurban Parkway - FM 1417 to Progress	\$ -	\$ 8,700,000	\$ -	\$ -	\$ -
Improve Sherman Street to 31-Foot Road - Montgomery Street to East Street	\$ -	\$ 1,400,000	\$ -	\$ -	\$ -
Engineer & Construct McGee Street Bridge Across Sand Creek	\$ -	\$ 600,000	\$ -	\$ -	\$ -
Engineer & Design McGee/Washington Street - Washington to SH 289	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -
Develop an Intelligent Traffic System Master Plan	\$ -	\$ 200,000	\$ -	\$ -	\$ -
Design & Construction of Park Street - Lake Street to SH 11	\$ -	\$ -	\$ 360,000	\$ 2,100,000	\$ -
Total Engineering Services	\$ 36,200,000	\$ 38,526,000	\$ 14,710,000	\$ 45,550,000	\$ 2,550,000

GENERAL SERVICES

PROJECT	FY 2025 Budgeted	FY 2026 Proposed	FY 2027 Proposed	FY 2028 Proposed	FY 2029 Proposed
FACILITY MAINTENANCE					
Creek Erosion Control at West Hill Cemetery	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -
Design New Public Works Facility	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
Municipal Building Improvements	\$ 807,500	\$ -	\$ -	\$ -	\$ -
Mausoleum Repairs at West Hill Cemetery	\$ 200,000	\$ -	\$ -	\$ -	\$ -
Install New Columbarium at West Hill Cemetery	\$ 45,000	\$ -	\$ -	\$ -	\$ -
Remodel Animal Shelter Lobby and Replace HVAC	\$ 120,800	\$ -	\$ -	\$ -	\$ -
Total Facility Maintenance Department	\$ 4,673,300	\$ -	\$ -	\$ -	\$ -
FIRE DEPARTMENT					
Acquire Land for Fire Station No. 5	\$ 500,000	\$ -	\$ -	\$ -	\$ -
Remodel & Expand Fire Station No. 3	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -
Design & Construct New Fire Station No. 5	\$ -	\$ 700,000	\$ 6,300,000	\$ -	\$ -
Construct Training Tower at Fire Station No. 4	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
Acquire Land for Fire Station No. 6	\$ -	\$ 500,000	\$ -	\$ -	\$ -
Total Fire Department	\$ 3,500,000	\$ 2,200,000	\$ 6,300,000	\$ -	\$ -
PARKS AND RECREATION					
Design & Install Branded Park Signage	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Acquire land for Future Park Development	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -
Install Accessible Restrooms & Improve Entrance Accessibility at Sherman Senior Center	\$ 300,000	\$ -	\$ -	\$ -	\$ -
Design & Construct Outdoor Aquatics Facility	\$ -	\$ 400,000	\$ 15,000,000	\$ -	\$ -
Expand Existing Skate Park at Hawn Park	\$ -	\$ 400,000	\$ -	\$ -	\$ -
Install Restroom & Expand Parking at Binkley Park	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
Design & Construct Southwest Trail	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -
Construct Shark Tooth Park	\$ -	\$ 4,500,000	\$ -	\$ -	\$ -
Install Outdoor Exercise Equipment at Fairview Park	\$ -	\$ 350,000	\$ -	\$ -	\$ -
Design & Install Fishing Pier and Kayak Drop at Pecan Grove East	\$ -	\$ 700,000	\$ -	\$ -	\$ -
Various Upgrades to Rosedale Ballfield - Parking, Lighting, Restroom Facility, Etc.	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -
Install Covering for Outdoor Basketball Courts at Multiple Parks	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -
Design & Build Food Truck Park	\$ -	\$ 500,000	\$ -	\$ -	\$ -
Install Pavilion at Herman Baker Park	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Expand Parking at Center Street Park	\$ -	\$ 2,500,000	\$ -	\$ -	\$ -
Design & Install Additional Dog Park	\$ -	\$ -	\$ 250,000	\$ -	\$ -

GENERAL SERVICES

PROJECT	FY 2025 Budgeted	FY 2026 Proposed	FY 2027 Proposed	FY 2028 Proposed	FY 2029 Proposed
Install Pedestrian/Trail Bridge Over Sand Creek	\$ -	\$ -	\$ 700,000	\$ -	\$ -
Replace Restroom Facility at Hawn Park	\$ -	\$ -	\$ 700,000	\$ -	\$ -
Design & Construct Large Athletic Complex	\$ -	\$ -	\$ -	\$ 400,000	\$ 40,000,000
Replace Restroom Facility at Herman Baker Park	\$ -	\$ -	\$ -	\$ 750,000	\$ -
Future Trail Development Project	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000
Total Parks & Recreation	\$ -	\$ 20,450,000	\$ 16,650,000	\$ 1,150,000	\$ 45,000,000

POLICE DEPARTMENT

Replace Body Camera Equipment & Transfer to Cloud-Based Service	\$ 97,722	\$ 97,722	\$ 97,722	\$ 97,722	\$ 97,722
Design Public Safety Training Facility	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -
Design & Construct Sherman Police Department Gun Range	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -
Design & Construct New Animal Shelter Facility	\$ -	\$ 6,500,000	\$ -	\$ -	\$ -
Total Police Department	\$ -	\$ 10,500,000	\$ -	\$ -	\$ -

SOLID WASTE DEPARTMENT

Replace Transfer Hill at Solid Waste Facility	\$ -	\$ 5,500,000	\$ -	\$ -	\$ -
Total Solid Waste Department	\$ -	\$ 5,500,000	\$ -	\$ -	\$ -

STREET MAINTENANCE DEPARTMENT

Street Materials	\$ 1,944,000	\$ -	\$ -	\$ -	\$ -
Total Street Maintenance Department	\$ 1,944,000	\$ -	\$ -	\$ -	\$ -

Total General Services	\$48,714,522	\$79,423,722	\$37,907,722	\$48,947,722	\$47,647,722
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UTILITY

SERVICES

PROJECT	FY 2025 Budgeted	FY 2026 Proposed	FY 2027 Proposed	FY 2028 Proposed	FY 2029 Proposed
CITY FUNDED					
Annual Sewer Line Replacements	\$ 1,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Oversizing Costs for Annual Water & Sewer Projects	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 500,000
Continue High Country Estates Water System Upgrades	\$ 140,000	\$ 70,000	\$ 75,000	\$ -	\$ -
Increase Existing 6-Inch Water Line to 12-Inch Line Across SH 289	\$ 82,700	\$ 1,200,000	\$ -	\$ -	\$ -
Install Temporary WWTP Building & Design-Build Permanent Staff Office Facility	\$ 150,000	\$ -	\$ 325,000	\$ 2,500,000	\$ -
Abandon Preston Club WWTP and Lift Stations	\$ 175,000	\$ -	\$ -	\$ -	\$ -
Groundwater Pump Stations Upgrades	\$ 263,200	\$ -	\$ -	\$ -	\$ -
Replace Base & Apply New Surface Course for WWTP Road	\$ 45,000	\$ -	\$ -	\$ -	\$ -
Total City Funded	\$ 2,155,900	\$ 3,570,000	\$ 2,700,000	\$ 4,800,000	\$ 2,500,000
GTUA FUNDED					
Lead & Copper Rule Revision - Phases III Through VI	\$ 270,000	\$ 219,000	\$ 210,000	\$ 8,000,000	\$ -
Design & Construct New 18-Inch Wastewater Line Along Choctaw Creek	\$ 3,000,000	\$ 20,000,000	\$ -	\$ -	\$ -
Rehabilitate & Replace East Side Lift Station, Pumps, Electrical & Generator	\$ 750,000	\$ 5,000,000	\$ -	\$ -	\$ -
Procure Materials for Lake Texoma Pump Station Upgrades	\$ 400,000	\$ 3,700,000	\$ -	\$ -	\$ -
Engineering - New Utility Lines, Repair Existing Utility Lines, New Development	\$ 7,200,000	\$ -	\$ -	\$ -	\$ -
Post Oak WWTP MBR 1a Industrial Expansion	\$ 57,000,000	\$ -	\$ -	\$ -	\$ -
Post Oak WWTP Expansion 1b - Engineering Phase	\$ 5,600,000	\$ -	\$ -	\$ -	\$ -
Conduct Wastewater Reuse Study	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -
Groundwater Deep Well Pump/Motor Improvements	\$ 400,000	\$ -	\$ -	\$ -	\$ -
Replace Dripping Springs Road Waterline	\$ 250,000	\$ -	\$ -	\$ -	\$ -
Conduct North WWTP Upgrades Study	\$ 250,000	\$ -	\$ -	\$ -	\$ -
Replace Water & Sewer Utilities - Montgomery Street to East Street	\$ 320,000	\$ -	\$ -	\$ -	\$ -
Install Collection System Sewer Line - Heritage Ranch	\$ 400,000	\$ -	\$ -	\$ -	\$ -
Replace 2-Inch Shepherd Drive Water Line With 6-Inch Line	\$ 400,000	\$ -	\$ -	\$ -	\$ -
Rehab Stephens Pump Station & Ground Storage Tank	\$ 2,600,000	\$ -	\$ -	\$ -	\$ -
WTP Electrical Room Expansion	\$ 250,000	\$ -	\$ -	\$ -	\$ -
Convert Water Well Luella 4T to Submersible Pump & Motor	\$ 400,000	\$ -	\$ -	\$ -	\$ -
WTP Facility Door, Office & Breakroom Improvements	\$ 320,000	\$ -	\$ -	\$ -	\$ -
NFPA Upgrades to Grit Building at WWTP	\$ 330,000	\$ -	\$ -	\$ -	\$ -
Clarifier #3 Rehabilitation at WWTP	\$ 120,000	\$ -	\$ -	\$ -	\$ -
Annual Water Line Replacements	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Replace Various Existing Sanitary Sewer Lines Along Post Oak Creek to WWTP	\$ -	\$ 7,332,000	\$ 9,400,000	\$ 3,800,000	\$ -
Add 8-Inch Water Line Across US 75 for Elevated Tank Level Stabilization	\$ -	\$ 78,200	\$ 521,000	\$ -	\$ -
Upsize 21-Inch Sanitary Sewer Line to 60-Inch Line - Choctaw	\$ -	\$ 1,000,000	\$ 7,000,000	\$ -	\$ -
Upsize 42-Inch Sanitary Sewer Line to 60-Inch Line - Post Oak Road	\$ -	\$ 130,000	\$ 8,700,000	\$ -	\$ -
Design & Replace Downtown Sewer Lines - Phase II	\$ -	\$ 800,000	\$ 4,200,000	\$ -	\$ -
Rehab Backwash Tank at WTP	\$ -	\$ 600,000	\$ 4,000,000	\$ -	\$ -

UTILITY

SERVICES

PROJECT	FY 2025 Budgeted	FY 2026 Proposed	FY 2027 Proposed	FY 2028 Proposed	FY 2029 Proposed
Design & Construct Extension to Demineralization Building at WTP	\$ -	\$ 225,000	\$ 2,000,000	\$ -	\$ -
Rehabilitation & Safety Improvements to Decant Lift Station at WWTP	\$ -	\$ 50,000	\$ 430,000	\$ -	\$ -
Upsize 15-Inch Sanitary Sewer Line to 24-Inch Line - Shepherd Drive	\$ -	\$ 600,000	\$ -	\$ 4,000,000	\$ -
Relocate New Shepherd Elevated Tank & Abandon Old Elevated Tank	\$ -	\$ 16,700,000	\$ -	\$ -	\$ -
Aston Drive Utilities	\$ -	\$ 15,600,000	\$ -	\$ -	\$ -
Crossroads Wastewater Extension	\$ -	\$ 1,550,000	\$ -	\$ -	\$ -
Abandon Old 18-Inch & 24-Inch South Industrial Sewer Line	\$ -	\$ 61,000	\$ -	\$ -	\$ -
Complete Deteriorated Southside Industrial Sewer Replacement	\$ -	\$ 1,850,000	\$ -	\$ -	\$ -
Upgrade 6-Inch Rural Water Line to 12-Inch Line	\$ -	\$ 250,000	\$ -	\$ -	\$ -
Bel Air Construction - Phase II	\$ -	\$ 2,200,000	\$ -	\$ -	\$ -
Bel Air Construction - Phase III	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -
Construct 84-Inch Water Line From Lake Texoma to WTP	\$ -	\$ 56,600,000	\$ -	\$ -	\$ -
Upgrade Backwash Blower Controls at WTP	\$ -	\$ 250,000	\$ -	\$ -	\$ -
Rehab, Resurface & Replace Components of WTP Filter Basin	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -
Miscellaneous WWTP Improvements	\$ -	\$ 170,000	\$ -	\$ -	\$ -
Rehab Fairview Ground Water Pump Station & Ground Storage Tank	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -
Demolish Old Sludge Drying Beds	\$ -	\$ 250,000	\$ -	\$ -	\$ -
Improve Safety & Operability of WWTP Electrical System	\$ -	\$ 8,250,000	\$ -	\$ -	\$ -
Construction Phase of Equalization Basin Blower Rehabilitation at WWTP	\$ -	\$ 9,120,000	\$ -	\$ -	\$ -
Increase Raw Water Pump Capacity by 32 MGD at Lake Texoma Pump Station	\$ -	\$ -	\$ 3,000,000	\$ 30,000,000	\$ -
Sample & Investigate WWTP Pond System	\$ -	\$ -	\$ 20,000	\$ 350,000	\$ -
Rehab Two Ground Water Pump Stations & Ground Storage Tanks	\$ -	\$ -	\$ 3,000,000	\$ -	\$ 3,000,000
Rehab Existing Underdrainage & Pumps Around WTP Structures & Pump Station	\$ -	\$ -	\$ 250,000	\$ -	\$ -
Rehab Dorchester Ground Water Pump Station & Ground Storage Tank	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -
Rehab Concrete Ground Storage Tanks & Pump Station	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Total GTUA Funded	\$ 82,260,000	\$ 160,566,200	\$ 47,521,000	\$ 40,150,000	\$ 6,500,000
Total Utility Services	\$ 84,415,900	\$ 164,355,200	\$ 50,431,000	\$ 52,950,000	\$ 9,000,000

UTILITY SERVICES

DEMAND-DRIVEN MAJOR UTILITY PROJECTS

PROJECT	FY 2025 Budgeted	FY 2026 Proposed	FY 2027 Proposed	FY 2028 Proposed	FY 2029 Proposed
Convert Wastewater to Re-Use & Send to Lake Texoma	\$ -	\$ 10,000,000	\$ 60,000,000	\$ -	\$ -
Design & Construct 4 MGD South WWTP Expansion - Phase 1B	\$ -	\$ 178,000,000	\$ -	\$ -	\$ -
Install 36-Inch Medium Pressure Line to Service Southern Sherman	\$ -	\$ -	\$ 8,000,000	\$ 100,000,000	\$ -
Upgrade North Conventional WWTP from 10 MGD to 14 MGD	\$ -	\$ -	\$ 80,000,000	\$ -	\$ -
Design & Construct WTP Expansion to 30 MGD UF/RO & Install Components for Additional 15 MGD	\$ -	\$ -	\$ 300,000,000	\$ -	\$ -
Additional WTP Expansion Construction to Increase South Plant UF/RO Capacity by Additional 10 MGD	\$ -	\$ -	\$ -	\$ -	\$ 30,000,000
Total Utility Services -- Demand-Driven	\$ -	\$ 188,000,000	\$ 448,000,000	\$ 100,000,000	\$ 30,000,000

STORMWATER SERVICES

PROJECT	FY 2025 Budgeted	FY 2026 Proposed	FY 2027 Proposed	FY 2028 Proposed	FY 2029 Proposed
McGee Street Bridge - Erosion Repairs & Deck Overlay	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -
Hillcrest/Woods Bridges - Erosion Repairs & Deck Overlay	\$ -	\$ 500,000	\$ -	\$ -	\$ -
Taylor/Washington Bridges - Erosion Repairs & Deck Overlay	\$ -	\$ 500,000	\$ -	\$ -	\$ -
Increase Culvert Capacity Under Gribble Street	\$ -	\$ -	\$ 385,000	\$ -	\$ -
Pecan/Ricketts/Centennial/Blue Flame Bridges - Erosion Repairs & Deck Overlay	\$ -	\$ -	\$ 250,000	\$ -	\$ -
Total Stormwater Services	\$ -	\$ 2,200,000	\$ 635,000	\$ -	\$ -

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council is charged with providing a five-year capital improvement program for the City of Sherman, pursuant to Article V of the Charter of said City; and

WHEREAS, the City Manager has provided to the City Council such a program in a timely fashion; and

WHEREAS, the City Council met to review said plan on the 5th day of August, 2024, at a regular City Council meeting;

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

SECTION 1. That the Five-Year Capital Improvement Program, attached hereto as Exhibit “A” and incorporated herein for all intents and purposes, be and the same is hereby in all things approved and adopted as the Capital Improvement Program of the City of Sherman, Texas.

SECTION 2. That the effective date of this resolution shall be the 19th day of August, 2024.

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 ____ day of _____, 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

CAPITAL BUDGET

2024 - 2029

GENERAL SERVICES

2024 - 2029

GENERAL SERVICES

CAPITAL BUDGET: 2024-2029

Within the Five-year Capital Improvement Program, the first year is considered the Capital Budget. The appropriation ordinance will give initial authorization for the staff to prepare and execute all projects listed for the coming year. City Council will consider the projects in subsequent years for approval and funding during the budget process for each year. These projects listed are for information and planning purposes and do not obligate the Council to approve or fund beyond the current approved appropriations ordinance.

2024-2025

PROJECT YEAR: 2024 - 2025

RUNWAY RESURFACING AND LIGHTING AT THE SHERMAN MUNICIPAL AIRPORT

DESCRIPTION:	Runway resurfacing and lighting at the Sherman Municipal Airport.
ESTIMATED COST:	\$199,500
PROPOSED FINANCING:	General Fund Revenue
PROJECT NECESSITY:	These estimated costs are matching City funds (10%) required by the TxDOT Airport Infrastructure Grant.
DEPARTMENT/DIRECTOR:	Public Works Manager, Eric Sandberg

DESIGN & CONSTRUCT LONE STAR PARKWAY AND HERITAGE PARK TRAIL

DESCRIPTION:	Construct Lone Star Parkway, a minor arterial with a round-about at intersection of Heritage Ranch Trail. Additionally, construct Heritage Ranch Trail from the intersection of FM 1417 east approximately 3,500 linear feet.
ESTIMATED COST:	\$8,000,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	Project required to better address the increased flow of traffic in the area of Heritage Ranch.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2024 - 2025

THREE OAKS INFRASTRUCTURE

DESCRIPTION:	Extend a collector street from either Park Street or Travis Street to the Three Oaks development.
ESTIMATED COST:	\$500,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	A collector is necessary to address increasing traffic flow to new development and to Shark Tooth Park area.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PECAN GROVE ESTATES INFRASTRUCTURE

DESCRIPTION:	Construction of collector streets through the phased development of Pecan Grove Estates. The City will reimburse the developer upon completion of each phase.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	Infrastructure needed as phased development continues for Pecan Grove. Project is included in the Sherman Master Thoroughfare Plan.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2024 - 2025

TRAVIS HEIGHTS / BEL AIR BOULEVARD

DESCRIPTION:	Construction of minor arterials through the Bel Air development will include four-lane, median-divided street, with water, sewer, and drainage system. Will include fifty percent reimbursement to the City.
ESTIMATED COST:	\$3,000,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees / Developer Reimbursement
PROJECT NECESSITY:	This project is included in the Sherman Master Thoroughfare Plan.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

CHERRY STREET REBUILD

DESCRIPTION:	Remove and replace Cherry Street from Grand Avenue to East Street.
ESTIMATED COST:	\$2,500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	The current overlay has reached the end of its useful life and requires rebuilding.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2024 - 2025

WASHINGTON STREET REBUILD

DESCRIPTION:	Milling and overlay replacement of Washington Street, with curb and gutter rebuilt as needed.
ESTIMATED COST:	\$1,500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	The current overlay has reached the end of its useful life and requires rebuilding.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

SUNSET STREET REBUILD

DESCRIPTION:	Milling and overlay replacement of Sunset Street, with curb and gutter rebuilt as needed.
ESTIMATED COST:	\$1,500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	The current overlay has reached the end of its useful life and requires rebuilding.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2024 - 2025

ENGINEERING - NEW STREETS, REBUILD EXISTING STREETS & NEW DEVELOPMENT

DESCRIPTION:	Engineering costs associated in the design for new streets, rebuilding existing streets & with new development.
ESTIMATED COST:	\$3,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	As development increases, design consultation is necessary for direction.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

CROSSROADS INFRASTRUCTURE

DESCRIPTION:	Construction of street, water and sewer, and storm drainage improvements for the Crossroads area.
ESTIMATED COST:	\$10,500,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	Continued growth in near Crossroads requires expansion of City infrastructure.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2024 - 2025

DESIGN & CONSTRUCT BLANTON DRIVE STORM DRAINAGE SYSTEM - BIRGE TO MCGEE

DESCRIPTION:	Design and construct a storm drainage system under Blanton Drive from Birge Street to McGee Street.
ESTIMATED COST:	\$2,500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Drainage system is necessary to convey large weather event drainage to Post Oak Creek.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

LAMBERTH ROAD CHANNEL EROSION REPAIR

DESCRIPTION:	Channel erosion repair of Lamberth Road, from N. Cornerstone Drive to US-75 Frontage Road.
ESTIMATED COST:	\$1,200,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Erosion repair required to address existing channel damage and prevent further erosion issues.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2024 - 2025

CREEK EROSION CONTROL AT WEST HILL CEMETERY

DESCRIPTION:	Address creek erosion control issues at West Hill Cemetery.
ESTIMATED COST:	\$2,500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Sand Creek has eroded a portion of the cemetery grounds.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Zachary Flores

DESIGN NEW PUBLIC WORKS FACILITY

DESCRIPTION:	Design phase for the construction of a new public works facility.
ESTIMATED COST:	\$1,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Existing facilities have reached the end of their useful life and cannot properly house expanding staff.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Zachary Flores

PROJECT YEAR: 2024 - 2025

MUNICIPAL BUILDING IMPROVEMENTS

DESCRIPTION:	Various improvements include second-floor restrooms and other areas or general maintenance in the Sherman Municipal Building.
ESTIMATED COST:	\$807,500
PROPOSED FINANCING:	Tax Notes
PROJECT NECESSITY:	The project is required to address general maintenance required to extend the useful life of the historical facility.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Zachary Flores

MAUSOLEUM REPAIRS AT WEST HILL CEMETERY

DESCRIPTION:	Perform needed repairs to the West Hill Cemetery mausoleum structure.
ESTIMATED COST:	\$200,000
PROPOSED FINANCING:	Tax Notes
PROJECT NECESSITY:	Repairs and expansion are necessary for upgrading and extending the West Hill Cemetery mausoleum useful life.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Zachary Flores

PROJECT YEAR: 2024 - 2025

INSTALL NEW COLUMBARIUM AT WEST HILL CEMETERY

DESCRIPTION:	Install new columbarium at the West Hill Cemetery.
ESTIMATED COST:	\$45,000
PROPOSED FINANCING:	General Fund Revenue
PROJECT NECESSITY:	Continued improvements to West Hill Cemetery are required to meet the needs of the City of Sherman.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Zachary Flores

REMODEL ANIMAL SHELTER LOBBY & REPLACE HVAC

DESCRIPTION:	Upgrades, especially security features, to the animal shelter lobby and replacement of HVAC unit.
ESTIMATED COST:	\$120,800
PROPOSED FINANCING:	General Fund Revenue
PROJECT NECESSITY:	The project is necessary to address security concerns and to replace an HVAC unit at the end of its useful life.
DEPARTMENT/DIRECTOR:	Police Chief, Jason Jeffcoat

PROJECT YEAR: 2024 - 2025

ACQUIRE LAND FOR FIRE STATION NO. 5

DESCRIPTION:	Land acquisition for future site of a new Fire Station No. 5 facility.
ESTIMATED COST:	\$500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Future relocation of Fire Station No. 5 is necessary to address increasing call demand in the Loy Lake Road area.
DEPARTMENT/DIRECTOR:	Fire Chief, Billy Hartsfield

REMODEL & EXPAND FIRE STATION NO. 3

DESCRIPTION:	Remodel and expand existing facility for Fire Station No. 3.
ESTIMATED COST:	\$3,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Fire Station No. 3 was originally constructed in 2001. Remodeling and expansion will address structure wear & tear, as well as growth needed for expanding staff needs.
DEPARTMENT/DIRECTOR:	Fire Chief, Billy Hartsfield

PROJECT YEAR: 2024 - 2025

INSTALL ACCESSIBLE RESTROOMS & ENTRANCE TO SENIOR CITIZENS CENTER

DESCRIPTION:	Remodel existing front entrance and restrooms; additionally, add two additional restrooms at Senior Citizens Center.
ESTIMATED COST:	\$300,000
PROPOSED FINANCING:	Tax Notes
PROJECT NECESSITY:	The existing restrooms and entrance to the Senior Citizens Facility are not currently ADA compliant. Converting available space to add two additional restrooms will help meet needs of increasing patron demand.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

REPLACE BODY CAMERA EQUIPMENT & TRANSFER TO CLOUD-BASED SERVICE

DESCRIPTION:	Project to replace police officer body camera equipment & transfer data to cloud-based services.
ESTIMATED COST:	\$97,722
PROPOSED FINANCING:	Tax Notes
PROJECT NECESSITY:	Renewal of expiring contract will replace outdated equipment and is State-mandated.
DEPARTMENT/DIRECTOR:	Police Chief, Jason Jeffcoat

PROJECT YEAR: 2024 - 2025

DESIGN PUBLIC SAFETY TRAINING FACILITY

DESCRIPTION:	Design consultation of an onsite public safety training facility at the Sherman Police Department.
ESTIMATED COST:	\$1,800,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Consultation necessary to determine optimal design of an onsite training facility. Currently, staff must utilize offsite vendors for gun range exercises.
DEPARTMENT/DIRECTOR:	Police Chief, Jason Jeffcoat

STREET MATERIALS

DESCRIPTION:	Aggregate materials of asphalt and concrete for in-house rebuilding of local streets.
ESTIMATED COST:	\$1,944,000
PROPOSED FINANCING:	Tax Notes
PROJECT NECESSITY:	Local street rebuilding with in-house crews will require materials and necessary to address aging City infrastructure.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

2025-2026

PROJECT YEAR: 2025 - 2026

PHASED DESIGN & CONSTRUCTION OF INTERURBAN PARKWAY - PROGRESS TO SHEPHERD

DESCRIPTION:	Project for the phased design and construction of the Interurban Parkway, between Progress Drive & Shepherd Drive
ESTIMATED COST:	\$5,000,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This project is included in the 2020 Grayson County Thoroughfare Plan.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

DOWNTOWN GENERAL IMPROVEMENTS

DESCRIPTION:	General improvements to the downtown Sherman area.
ESTIMATED COST:	\$50,000
PROPOSED FINANCING:	TIRZ #2 Construction Fund
PROJECT NECESSITY:	Council has requested TIRZ #2 revenue and fund balance to be used for infrastructure improvements in Downtown Sherman.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2025 - 2026

PHASED DESIGN & CONSTRUCTION OF FRIENDSHIP ROAD - SH 56 TO LAMBERTH

DESCRIPTION:	Phased design and construction of Friendship Road, connecting State Highway 56 to Lamberth Road.
ESTIMATED COST:	\$2,200,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This project is included in the 2020 Grayson County Thoroughfare Plan.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

TRAFFIC STUDY & PHASED DESIGN & CONSTRUCTION OF FRIENDSHIP ROAD

DESCRIPTION:	Conduct a traffic study, to be followed by phased design and construction of a four-lane minor arterial.
ESTIMATED COST:	\$25,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	Project is included in the Master Thoroughfare Plan. Additional improvements may be needed as Hickory Hill planned development builds out.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2025 - 2026

DESIGN & CONSTRUCT EAST STREET EXTENSION

DESCRIPTION:	Design phase to extend East Street north of the intersection with Sherman Street. Construction consists of 2,500 linear feet to connect with Shark Tooth Park parking facility.
ESTIMATED COST:	\$500,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	Collector street is required for Shark Tooth Park and nearby residential expansion.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PHASED DESIGN & CONSTRUCTION OF INTERURBAN PARKWAY - CENTER TO PARK

DESCRIPTION:	Project to continue the phased design and construction of the Interurban Parkway, between Center Street and Park Street.
ESTIMATED COST:	\$8,000,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This project is included in the 2020 Grayson County Thoroughfare Plan.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2025 - 2026

WELLS STREET EXTENSION

DESCRIPTION:	Extend Wells Street from the intersection of Patricia Drive east approximately 370 linear feet to just east of South Valentine Drive; schematic from S. Valentine Drive east to projected Stephens Road intersection.
ESTIMATED COST:	\$651,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	The project for public street expansion is necessary to eliminate long, dead-end roads for more efficient traffic flow.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

FM 1417 DESIGN & ROW ACQUISITIONS - SH 56 TO TRAVIS STREET

DESCRIPTION:	Design and right-of-way acquisitions necessary for TxDOT funding on this thoroughfare.
ESTIMATED COST:	\$3,300,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Traffic volume on the thoroughfare has significantly increased and planning for improvements is required to account for growth.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2025 - 2026

PHASED DESIGN & CONSTRUCTION OF LAMBERTH ROAD TO SHADY OAKS

DESCRIPTION:	Phased design and construction of Lamberth Road from east of Shady Oaks Lane intersection west to proposed 5-lane road. Project also connects Shady Oaks Lane to Shady Oaks Circle intersection.
ESTIMATED COST:	\$6,700,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	The minor thoroughfare is necessary to meet current City design standards.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PHASED DESIGN & CONSTRUCTION OF INTERURBAN PARKWAY - FM 1417 TO PROGRESS

DESCRIPTION:	Continue phased design and construction of Interurban Parkway. This phase connects FM 1417 to Progress Drive.
ESTIMATED COST:	\$8,700,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	The 2020 Grayson County Thoroughfare Plan recommended a minor thoroughfare connecting FM 1417 to Progress Drive.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2025 - 2026

IMPROVE SHERMAN STREET TO 31-FT ROAD - MONTGOMERY TO EAST STREET

DESCRIPTION:	Project to improve Sherman Street to a 31-foot back-to-back road, between Montgomery Street and East Street.
ESTIMATED COST:	\$1,400,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	With the development of the Three Oaks subdivision to the south, Sherman Street requires expansion to a standard size City street.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

ENGINEER & CONSTRUCT MCGEE STREET BRIDGE ACROSS SAND CREEK

DESCRIPTION:	Engineer and construct a bridge across Sand Creek on McGee Street.
ESTIMATED COST:	\$600,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	This design will assist in the areas of development in West Sherman. The 2020 Grayson County Thoroughfare Plan recommends a major thoroughfare between FM 1417 and SH 289.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2025 - 2026

ENGINEER & DESIGN MCGEE/WASHINGTON STREET - WASHINGTON TO SH 289

DESCRIPTION:	Engineer and design phase for the future construction of McGee/Washington Street, from Washington Street to SH 289.
ESTIMATED COST:	\$1,200,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This design will assist in the areas of development in West Sherman. The 2020 Grayson County Thoroughfare Plan recommends a major thoroughfare between FM 1417 and SH 289.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

DEVELOP INTELLIGENT TRAFFIC SYSTEM MASTER PLAN

DESCRIPTION:	Develop an Intelligent Traffic System (ITS) Master Plan for the City of Sherman.
ESTIMATED COST:	\$200,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	A master plan is necessary for City-wide evaluation and planning of the traffic signal network.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Zachary Flores

PROJECT YEAR: 2025 - 2026

DESIGN & CONSTRUCT NEW FIRE STATION NO. 5

DESCRIPTION:	Design phase to construct a new fire station No. 5 at new location.
ESTIMATED COST:	\$700,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Future relocation of Fire Station No. 5 is necessary to address increasing call demand in the Loy Lake Road area.
DEPARTMENT/DIRECTOR:	Fire Chief, Billy Hartsfield

CONSTRUCT TRAINING TOWER AT FIRE STATION NO. 4

DESCRIPTION:	Construct a training facility at Station No. 4, including a tower and burn buildings.
ESTIMATED COST:	\$1,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	The Comprehensive Master Plan listed a primary concern as the City's ability to serve its current geographic area.
DEPARTMENT/DIRECTOR:	Fire Chief, Billy Hartsfield

PROJECT YEAR: 2025 - 2026

ACQUIRE LAND FOR FIRE STATION NO. 6

DESCRIPTION:	Purchase land for future construction of Fire Station No. 6.
ESTIMATED COST:	\$500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	The Comprehensive Master Plan listed a primary concern as the City's ability to serve its current geographic area.
DEPARTMENT/DIRECTOR:	Fire Chief, Billy Hartsfield

DESIGN & INSTALL BRANDED PARK SIGNAGE

DESCRIPTION:	Design and installation of branded City signage throughout the City Park system.
ESTIMATED COST:	\$150,000
PROPOSED FINANCING:	General Fund Revenue
PROJECT NECESSITY:	This project would provide connectivity of park locations and label City parks to be more identifiable as City property.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2025 - 2026

ACQUIRE LAND FOR FUTURE PARK DEVELOPMENT

DESCRIPTION:	Acquire land for the development of a large regional City park.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Trends in residential development suggest the need for an increase in park locations. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

DESIGN & CONSTRUCT OUTDOOR AQUATICS FACILITY

DESCRIPTION:	Design phase to construct a new outdoor aquatics center.
ESTIMATED COST:	\$400,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	The Splash is over twenty years old. Growing demands will necessitate expansion of aquatic amenities within the City. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2025 - 2026

EXPAND EXISTING SKATE PARK AT HAWN PARK

DESCRIPTION:	Continue expansion of the existing skatepark located at Hawn Park.
ESTIMATED COST:	\$400,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Increasing public activity at the Hawn Park skatepark suggests the need to expand amenity options. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

INSTALL RESTROOM & EXPAND PARKING AT BINKLEY PARK

DESCRIPTION:	Install a restroom facility and expand existing parking at Binkley Park.
ESTIMATED COST:	\$1,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	A restroom facility and additional parking is needed to accommodate increasing usage at the Binkley Park Mountain Bike Trail.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2025 - 2026

DESIGN & CONSTRUCT SOUTHWEST TRAIL

DESCRIPTION:	Design and construct a trail connecting Sherman High School, Herman Baker Park, Sory Elementary, Center Street Park, Binkley Park, and several additional neighborhoods in southwest Sherman.
ESTIMATED COST:	\$5,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	The 2022 Trails Master Plan identified the Southwest Trail as a desirable alignment for connectivity from schools to the surrounding neighborhoods, creating safe routes to school.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

CONSTRUCT SHARK TOOTH PARK

DESCRIPTION:	Construction phase of a design-build for Shark Tooth Park, to be located on Post Oak Creek east of South Travis Street.
ESTIMATED COST:	\$4,500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Expansion of current park infrastructure is required to meet increasing growth and demand. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2025 - 2026

INSTALL OUTDOOR EXERCISE EQUIPMENT AT FAIRVIEW PARK

DESCRIPTION:	Install outdoor exercise equipment for use at Fairview Park.
ESTIMATED COST:	\$350,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Increased public activities at Fairview Park suggests the need for additional park amenities. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

DESIGN & INSTALL FISHING PIER & KAYAK DROP AT PECAN GROVE EAST

DESCRIPTION:	Design and installation of a fishing pier, along with a kayak drop, at Pecan Grove East Park.
ESTIMATED COST:	\$700,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Increased public activities at Pecan Grove East Park suggests the need for more improvements. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2025 - 2026

VARIOUS UPGRADES TO ROSEDALE BALLFIELD

DESCRIPTION:	Various upgrades to Rosedale Ballfield include parking, lighting, restroom facility, fencing, sidewalks, irrigation, and ballfield grading.
ESTIMATED COST:	\$3,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	This project will provide improvements and additional amenities to address increasing park usage.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

INSTALL COVERING FOR OUTDOOR BASKETBALL COURTS AT MULTIPLE PARKS

DESCRIPTION:	Install shade coverings over basketball courts at Fairview Park, Old Settlers Park, and Pecan Grove West Park.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Shade covering installations are necessary to address inclement weather and heat during ballfield usage. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2025 - 2026

DESIGN & CONSTRUCT FOOD TRUCK PARK

DESCRIPTION:	Design and construction of a food truck park, complete with electrical components, picnic table seating and a side stage for musical entertainment.
ESTIMATED COST:	\$500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Increasing public activity across the City park system suggests the need to expand amenity options. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

INSTALL PAVILION AT HERMAN BAKER PARK

DESCRIPTION:	Install a new pavilion for Herman Baker Lake.
ESTIMATED COST:	\$100,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Increased public activities at Herman Baker Lake suggest the need for more park improvements. This project is consistent with the Comprehensive Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2025 - 2026

EXPAND PARKING AT CENTER STREET PARK

DESCRIPTION:	Expand parking area at Center Street Park.
ESTIMATED COST:	\$2,500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Increased public activities at Center Street Park suggest the need for additional parking. This project is consistent with the Comprehensive Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

REPLACE BODY CAMERA EQUIPMENT & TRANSFER TO CLOUD-BASED SYSTEM

DESCRIPTION:	Continue to replace police officer body camera equipment & transfer data to cloud-based services.
ESTIMATED COST:	\$97,722
PROPOSED FINANCING:	Tax Notes
PROJECT NECESSITY:	Renewal of expiring contract will replace outdated equipment and is State-mandated.
DEPARTMENT/DIRECTOR:	Police Chief, Jason Jeffcoat

PROJECT YEAR: 2025 - 2026

DESIGN & CONSTRUCT SHERMAN POLICE DEPARTMENT GUN RANGE

DESCRIPTION:	Design and construct a new Sherman Police Department gun range.
ESTIMATED COST:	\$4,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	The previous gun range facility was at end of its useful life and property was sold. New training facility will allow in-house training for public safety officers.
DEPARTMENT/DIRECTOR:	Police Chief, Jason Jeffcoat

DESIGN & CONSTRUCT NEW ANIMAL SHELTER FACILITY

DESCRIPTION:	Design and construct a new animal shelter facility.
ESTIMATED COST:	\$6,500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	New facility is necessary to meet increasing demand by increasing capacity, increasing security, and enhance customer satisfaction.
DEPARTMENT/DIRECTOR:	Police Chief, Jason Jeffcoat

PROJECT YEAR: 2025 - 2026

REPLACE TRANSFER HILL AT SOLID WASTE FACILITY

DESCRIPTION:	Replace the current transfer hill located at the Sherman Solid Waste department.
ESTIMATED COST:	\$5,500,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	The current facility is over forty years old and is nearing the end of its useful life. The new structure will include a modern covered tipping floor.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

2026-2027

PROJECT YEAR: 2026 - 2027

PHASED DESIGN & CONSTRUCTION OF INTERURBAN PARKWAY - PROGRESS TO SHEPHERD

DESCRIPTION:	Project for the phased design and construction of the Interurban Parkway, between Progress Drive & Shepherd Drive
ESTIMATED COST:	\$5,800,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This project is included in the 2020 Grayson County Thoroughfare Plan.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

DOWNTOWN GENERAL IMPROVEMENTS

DESCRIPTION:	General improvements to the downtown Sherman area.
ESTIMATED COST:	\$50,000
PROPOSED FINANCING:	TIRZ #2 Construction Fund
PROJECT NECESSITY:	Council has requested TIRZ #2 revenue and fund balance to be used for infrastructure improvements in Downtown Sherman.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2026 - 2027

PHASED DESIGN & CONSTRUCTION OF FRIENDSHIP ROAD - SH 56 TO LAMBERTH

DESCRIPTION:	Phased design and construction of Friendship Road, connecting State Highway 56 to Lamberth Road.
ESTIMATED COST:	\$3,000,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This project is included in the 2020 Grayson County Thoroughfare Plan.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

TRAFFIC STUDY & PHASED DESIGN & CONSTRUCTION OF FRIENDSHIP ROAD

DESCRIPTION:	Design phase, based on completed traffic study, to be followed by construction of a four-lane minor arterial.
ESTIMATED COST:	\$1,000,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	Project is included in the Master Thoroughfare Plan. Additional improvements may be needed as Hickory Hill planned development builds out.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2026 - 2027

DESIGN & CONSTRUCT EAST STREET EXTENSION

DESCRIPTION:	Construction phase to extend East Street north of the intersection with Sherman Street. Construction consists of 2,500 linear feet to connect with Shark Tooth Park parking facility.
ESTIMATED COST:	\$4,500,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	Collector street is required for Shark Tooth Park and nearby residential expansion.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

DESIGN & CONSTRUCTION OF PARK STREET - LAKE STREET TO SH 11

DESCRIPTION:	Design phase to connect Park Street from Lake Street to SH 11.
ESTIMATED COST:	\$360,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	The 2020 Grayson County Thoroughfare Plan recommends expansion of East Park Street.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2026 - 2027

DESIGN & CONSTRUCT NEW FIRE STATION NO. 5

DESCRIPTION:	Construction phase to construct a new fire station No. 5 at new location.
ESTIMATED COST:	\$6,300,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	The relocation of Fire Station No. 5 is necessary to address increasing call demand in the Loy Lake Road area.
DEPARTMENT/DIRECTOR:	Fire Chief, Billy Hartsfield

DESIGN & INSTALL BRANDED PARK SIGNAGE

DESCRIPTION:	Design and installation of branded City signage throughout the City Park system.
ESTIMATED COST:	\$150,000
PROPOSED FINANCING:	General Fund Revenue
PROJECT NECESSITY:	This project would provide connectivity of park locations and label City parks to be more identifiable as City property.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2026 - 2027

DESIGN & CONSTRUCT NEW OUTDOOR AQUATICS CENTER

DESCRIPTION:	Construction phase to construct a new outdoor aquatics center.
ESTIMATED COST:	\$15,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	The Splash is twenty years old. Growing demands will necessitate expansion of aquatic amenities within the city. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

DESIGN & INSTALL ADDITIONAL DOG PARK

DESCRIPTION:	Design and installation of a second dog park within the City parks system.
ESTIMATED COST:	\$250,000
PROPOSED FINANCING:	General Fund Revenue
PROJECT NECESSITY:	This project is consistent with the Trails Master Plan and will address increasing park amenities demand.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2026 - 2027

INSTALL PEDESTRIAN / TRAIL BRIDGE OVER SAND CREEK

DESCRIPTION:	Installation of a bridge over Sand Creek to accommodate pedestrian and other trail users.
ESTIMATED COST:	\$700,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	This project would provide connectivity from Binkley Park to the Lamar Greenspace.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

REPLACE RESTROOM FACILITY AT HAWN PARK

DESCRIPTION:	Replace existing restroom facility at Hawn Park.
ESTIMATED COST:	\$700,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Current restroom facility is nearing the end of its useful life and not equipped to accommodate increased park usage.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2026 - 2027

REPLACE BODY CAMERA EQUIPMENT & TRANSFER TO CLOUD-BASED SERVICE

DESCRIPTION:	Continue to replace police officer body camera equipment & transfer data to cloud-based services.
ESTIMATED COST:	\$97,722
PROPOSED FINANCING:	Tax Notes
PROJECT NECESSITY:	Renewal of expiring contract will replace outdated equipment and is State-mandated.
DEPARTMENT/DIRECTOR:	Police Chief, Jason Jeffcoat

2027-2028

PROJECT YEAR: 2027 - 2028

PHASED DESIGN & CONSTRUCTION OF INTERURBAN PARKWAY - PROGRESS TO SHEPHERD

DESCRIPTION:	Project for the phased design and construction of the Interurban Parkway, between Progress Drive & Shepherd Drive
ESTIMATED COST:	\$23,000,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This project is included in the 2020 Grayson County Thoroughfare Plan.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

DOWNTOWN GENERAL IMPROVEMENTS

DESCRIPTION:	General improvements to the downtown Sherman area.
ESTIMATED COST:	\$50,000
PROPOSED FINANCING:	TIRZ #2 Construction Fund
PROJECT NECESSITY:	Council has requested TIRZ #2 revenue and fund balance to be used for infrastructure improvements in Downtown Sherman.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2027 - 2028

PHASED DESIGN & CONSTRUCTION OF FRIENDSHIP ROAD - SH 56 TO LAMBERTH

DESCRIPTION:	Complete phased design and construction of Friendship Road, connecting State Highway 56 to Lamberth Road.
ESTIMATED COST:	\$6,800,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This project is included in the 2020 Grayson County Thoroughfare Plan.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

TRAFFIC STUDY & PHASED DESIGN & CONSTRUCTION OF FRIENDSHIP ROAD

DESCRIPTION:	Construction phase, based on completed traffic study and subsequent design, to construct a four-lane minor arterial.
ESTIMATED COST:	\$13,600,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	Project is included in the Master Thoroughfare Plan. Additional improvements may be needed as Hickory Hill planned development builds out.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2027 - 2028

DESIGN & CONSTRUCTION OF PARK STREET - LAKE STREET TO SH 11

DESCRIPTION:	Construction phase to connect Park Street from Lake Street to SH 11.
ESTIMATED COST:	\$2,100,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	The 2020 Grayson County Thoroughfare Plan recommends expansion of East Park Street.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

DESIGN & INSTALL BRANDED PARK SIGNAGE

DESCRIPTION:	Design and installation of branded City signage throughout the City Park system.
ESTIMATED COST:	\$150,000
PROPOSED FINANCING:	General Fund Revenue
PROJECT NECESSITY:	This project would provide connectivity of park locations and label City parks to be more identifiable as City property.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2027 - 2028

ACQUIRE LAND FOR FUTURE PARK DEVELOPMENT

DESCRIPTION:	Acquire land for the development of a large regional City park.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Trends in residential development suggest the need for an increase in park locations. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

DESIGN & CONSTRUCT LARGE ATHLETIC COMPLEX

DESCRIPTION:	Design phase for the construction of a large outdoor athletic complex for the City of Sherman.
ESTIMATED COST:	\$400,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Additional outdoor athletic complex locations are required to accommodate recent and future City growth. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2027 - 2028

REPLACE RESTROOM FACILITY AT HERMAN BAKER PARK

DESCRIPTION:	Replace existing restroom facility at Herman Baker Park.
ESTIMATED COST:	\$750,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Current restroom facility is nearing the end of its useful life and not equipped to accommodate increased park usage.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

REPLACE BODY CAMERA EQUIPMENT & TRANSFER TO CLOUD-BASED SERVICE

DESCRIPTION:	Continue to replace police officer body camera equipment & transfer data to cloud-based services.
ESTIMATED COST:	\$97,722
PROPOSED FINANCING:	Tax Notes
PROJECT NECESSITY:	Renewal of expiring contract will replace outdated equipment and is State-mandated.
DEPARTMENT/DIRECTOR:	Police Chief, Jason Jeffcoat

2028-2029

PROJECT YEAR: 2028 - 2029

PHASED DESIGN & CONSTRUCTION OF INTERURBAN PARKWAY - PROGRESS TO SHEPHERD

DESCRIPTION:	Complete construction of the Interurban Parkway, between Progress Drive & Shepherd Drive.
ESTIMATED COST:	\$2,500,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This project is included in the 2020 Grayson County Thoroughfare Plan.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

DOWNTOWN GENERAL IMPROVEMENTS

DESCRIPTION:	General improvements to the downtown Sherman area.
ESTIMATED COST:	\$50,000
PROPOSED FINANCING:	TIRZ #2 Construction Fund
PROJECT NECESSITY:	Council has requested TIRZ #2 revenue and fund balance to be used for infrastructure improvements in Downtown Sherman.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2028 - 2029

DESIGN & CONSTRUCT LARGE ATHLETIC COMPLEX

DESCRIPTION:	Construction phase for the construction of a large outdoor athletic complex for the City of Sherman.
ESTIMATED COST:	\$40,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Additional outdoor athletic complex locations are required to accommodate recent and future City growth. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

FUTURE TRAIL DEVELOPMENT PROJECT

DESCRIPTION:	Continue development of projects to connect City amenities, schools, and surrounding neighborhoods in Sherman.
ESTIMATED COST:	\$5,000,000
PROPOSED FINANCING:	Certificates of Obligation
PROJECT NECESSITY:	Project will continue alignment for connectivity from schools to surrounding neighborhoods, creating safe routes to school.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2028 - 2029

REPLACE BODY CAMERA EQUIPMENT & TRANSFER TO CLOUD-BASED SERVICE

DESCRIPTION:	Continue to replace police officer body camera equipment & transfer data to cloud-based services.
ESTIMATED COST:	\$97,722
PROPOSED FINANCING:	Tax Notes
PROJECT NECESSITY:	Renewal of expiring contract will replace outdated equipment and is State-mandated.
DEPARTMENT/DIRECTOR:	Police Chief, Jason Jeffcoat

UTILITY SERVICES 2024 - 2029

UTILITY SERVICES

CAPITAL BUDGET: 2024-2029

Within the Five-year Capital Improvement Program, the first year is considered the Capital Budget. The appropriation ordinance will give initial authorization for the staff to prepare and execute all projects listed for the coming year. City Council will consider the projects in subsequent years for approval and funding during the budget process for each year. These projects listed are for information and planning purposes and do not obligate the Council to approve or fund beyond the current approved appropriations ordinance.

These are Utility Services Projects, being specifically related to the operation of a Water and Sewer System and having certain types of financing requirements different from those typically used for General Services.

2024-2025

PROJECT YEAR: 2024 - 2025

ANNUAL SEWER LINE REPLACEMENTS

DESCRIPTION:	Fiscal year annual sewer line replacement, with focus based on utility staff evaluation.
ESTIMATED COST:	\$1,000,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Annual sewer line replacements are necessary to address wear and tear, as well as development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	Includes oversizing for annual water and sewer projects, as well as line replacements.
ESTIMATED COST:	\$300,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

CONTINUE HIGH COUNTRY ESTATES WATER SYSTEM UPGRADES

DESCRIPTION:	Continue to upgrade the water system at the High Country Estates subdivision, approximately 9,000 linear feet, annually, over a four-year period.
ESTIMATED COST:	\$140,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	The annexation of High Country Estates has necessitated upgrades to bring to City water system standards.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

INCREASE EXISTING 6-INCH WATER LINE TO 12-INCH LINE ACROSS SH 289

DESCRIPTION:	Increase water line across SH 289 from a 6-inch line to a 12-inch line.
ESTIMATED COST:	\$82,700
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Increasing the size of the water line is necessary to address increased growth and usage in surrounding areas.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

INSTALL TEMPORARY WWTP BUILDING & DESIGN-BUILD PERMANENT STAFF OFFICE FACILITY

DESCRIPTION:	Install a temporary building at the Wastewater Treatment Plant to house office staff and design-build a permanent office facility. FY 2025 involves temporary building installation.
ESTIMATED COST:	\$150,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	In order to accommodate new staff, increasing permanent office space with a conference room is required.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

ABANDON PRESTON CLUB WWTP & LIFT STATIONS

DESCRIPTION:	Abandon Preston Club wastewater treatment plant and old lift stations.
ESTIMATED COST:	\$175,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Preston Club residents have been moved to the City sewer system. TCEQ requires proper abandonment of old lift stations and wastewater treatment plant.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

GROUNDWATER PUMP STATION UPGRADES

DESCRIPTION:	Upgrades to the groundwater pump stations include remote well security, adding chlorine analyzers, chlorine detectors, and power monitors.
ESTIMATED COST:	\$263,200
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	The upgrades to the groundwater system are crucial to meet rapidly increasing demand and address wear and tear.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REPLACE BASE & APPLY SURFACE COURSE FOR WWTP ROAD

DESCRIPTION:	Replace base material and install new surface course on the Wastewater Treatment Plant (WWTP) access road.
ESTIMATED COST:	\$45,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Plant access road has deteriorated due to heavy construction activities and solid waste equipment use.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

DESIGN & CONSTRUCT NEW 18-INCH WASTEWATER LINE ALONG CHOCTAW CREEK

DESCRIPTION:	Design phase to install a new 18-inch wastewater line along Choctaw Creek.
ESTIMATED COST:	\$3,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The project is needed to address increased development demand in southwest Sherman.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REHABILITATE & REPLACE EAST SIDE LIFE STATION

DESCRIPTION:	Design to rehabilitate and replace the East Side lift station, including pumps, electrical and generator.
ESTIMATED COST:	\$750,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The project is needed to increase sewer system capacity and replace aging infrastructure in northeast Sherman.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

ENGINEERING - NEW UTILITY LINES, REPAIR EXISTING LINES & NEW DEVELOPMENT

DESCRIPTION:	Engineering costs regarding new utility lines, repairing existing lines and for new development needs.
ESTIMATED COST:	\$7,200,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	As development increases, the need for design consultation is necessary for City infrastructure direction.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

POST OAK WWTP MBR 1A INDUSTRIAL EXPANSION

DESCRIPTION:	Expand the Membrane BioReactor (MBR) industrial process at the Post Oak Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$57,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Increasing industrial waste flows require expansion to meet demands at the Wastewater Treatment Plant.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

POST OAK WWTP EXPANSION 1B - ENGINEERING PHASE

DESCRIPTION:	Engineering phase of expansion 1b to the Membrane BioReactor (MBR) industrial process at the Post Oak Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$5,600,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Increasing industrial waste flows require continued expansion to the Wastewater Treatment Plant.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

CONDUCT WASTEWATER REUSE STUDY

DESCRIPTION:	Conduct a wastewater reuse study for the Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The study will explore the potential for treating wastewater to be reused for beneficial purposes, such as helping to reduce pressure on water-stressed bodies, and manage nutrients and pollutants in effluents.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

GROUNDWATER DEEP WELL PUMP / MOTOR IMPROVEMENTS

DESCRIPTION:	Improvements to the groundwater deep well pump and motor components of the Water Treatment Plant (WTP).
ESTIMATED COST:	\$400,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The aging infrastructure of the groundwater system requires improvements to address aging and wear and tear.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REPLACE DRIPPING SPRINGS ROAD WATERLINE

DESCRIPTION:	Replace the existing undersized waterline along Dripping Springs Road.
ESTIMATED COST:	\$250,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The current line heading towards Dos Lagos subdivision is undersized with resulting main break issues.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

CONDUCT NORTH WWTP UPGRADES STUDY

DESCRIPTION:	Conduct study to address upgrade options to the North Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$250,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Study will provide various options for increasing capacity at the Wastewater Treatment Plant.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REPLACE WATER & SEWER UTILITIES - MONTGOMERY TO EAST STREET

DESCRIPTION:	Replace approximately 800 LF of vitrified clay wastewater pipe, services, and manholes along with replacing and upgrading 430 LF of water line between Montgomery Street and East Street.
ESTIMATED COST:	\$320,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Clay wastewater utilities have reached end of useful life and the water line is in need of replacement and upgrades.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

INSTALL COLLECTION SYSTEM SEWER LINE AT HERITAGE RANCH

DESCRIPTION:	Install a collection system sewer line for the Heritage Ranch development.
ESTIMATED COST:	\$400,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Sewer line is required to collect Heritage Ranch sewer output into the City sewer system.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

LEAD & COPPER RULE REVISION - PHASES III THROUGH VI

DESCRIPTION:	Application of USEPA and TCEQ Lead and Copper Rule Revision (LCRR) and sampling & reporting program - Phase III - service line inventory completion.
ESTIMATED COST:	\$270,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	This project is required to meet TCEQ implementation deadlines.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

PROCURE MATERIALS FOR LAKE TEXOMA PUMP STATION UPGRADES

DESCRIPTION:	Procure materials for installation of a backup generator and switchgear at the Lake Texoma Pump Station (LTPS).
ESTIMATED COST:	\$400,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	In an effort to mitigate delays for lead time issues, material procurement is recommended for the generator and switchgear.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REPLACE 2-INCH SHEPHERD DRIVE WATERLINE WITH 6-INCH LINE

DESCRIPTION:	Replace existing 2-inch line in Shepherd Drive with new 6-inch water main from Interurban Parkway to Farmington Road.
ESTIMATED COST:	\$400,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Project is necessary to address undersizing issues with continued growth in Shepherd Drive area.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

REHAB STEPHENS PUMP STATION & GROUND STORAGE TANK

DESCRIPTION:	Rehabilitate the Stephens pump station and ground storage tank.
ESTIMATED COST:	\$2,600,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The station recently experienced a failure inside the tank during an EPA inspection and was noted for need of immediate repair.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

WTP ELECTRICAL ROOM EXPANSION

DESCRIPTION:	Expand the Water Treatment Plant (WTP) electrical room to form additional space for a new panel and new wiring pulled.
ESTIMATED COST:	\$250,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The control panel for the chemical pumps located in the original pump room has obsolete parts and experienced deterioration and corrosion due to years of chemical fumes.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

CONVERT WATER WELL LUELLA 4T TO SUBMERSIBLE PUMP & MOTOR

DESCRIPTION:	Convert the Luella 4T water well to a submersible pump and motor.
ESTIMATED COST:	\$400,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Conversion will allow well to be used as a primary source and reduce neighborhood noise issues.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

WTP FACILITY DOOR, OFFICE & BREAKROOM IMPROVEMENTS

DESCRIPTION:	Improvements to facility doors, windows, HVAC, offices and breakroom at the Water Treatment Plant (WTP)
ESTIMATED COST:	\$320,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Improvements will replace and update Water Treatment Plant facility areas for efficiency and optimization.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2024 - 2025

NTPA UPGRADES TO GRIT BUILDING AT WWTP

DESCRIPTION:	Perform NFPA upgrades to the grit building at the Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$330,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	NFPA upgrades are needed to ensure operator safety and continued operation of the grit building at the Wastewater Treatment Plant (WWTP), as recommended by the WWTP Condition Assessment.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

CLARIFIER #3 REHABILITATION AT WWTP

DESCRIPTION:	Engineering phase for the rehabilitation of the clarifier #3 at the Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$120,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Clarifier #3 is aging and in need of rehabilitation to remain in service, as recommended by the WWTP Condition Assessment.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

2025-2026

PROJECT YEAR: 2025 - 2026

ANNUAL SEWER LINE REPLACEMENTS

DESCRIPTION:	Fiscal year annual sewer line replacement, with focus based on utility staff evaluation.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Annual sewer line replacements are necessary to address wear and tear, as well as development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	Includes oversizing for annual water and sewer projects, as well as line replacements.
ESTIMATED COST:	\$300,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

CONTINUE HIGH COUNTRY ESTATES WATER SYSTEM UPGRADES

DESCRIPTION:	Continue to upgrade the water system at the High Country Estates subdivision, approximately 9,000 linear feet, annually, over a four-year period.
ESTIMATED COST:	\$70,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	The annexation of High Country Estates has necessitated upgrades to bring to City water system standards.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

INCREASE EXISTING 6-INCH WATER LINE TO 12-INCH LINE ACROSS SH 289

DESCRIPTION:	Increase water line across SH 289 from a 6-inch line to a 12-inch line.
ESTIMATED COST:	\$1,200,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Increasing the size of the water line is necessary to address increased growth and usage in surrounding areas.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

LEAD & COPPER RULE REVISION - PHASES III THROUGH VI

DESCRIPTION:	Application of USEPA and TCEQ Lead and Copper Rule Revision (LCRR) and sampling & reporting program - Phase III - service line inventory completion.
ESTIMATED COST:	\$219,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	This project is required to meet TCEQ implementation deadlines.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

DESIGN & CONSTRUCT NEW 18-INCH WASTEWATER LINE ALONG CHOCTAW CREEK

DESCRIPTION:	Construction phase to install a new 18-inch wastewater line along Choctaw Creek.
ESTIMATED COST:	\$20,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The project is needed to address increased development demand in southwest Sherman.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

REHABILITATE & REPLACE EAST SIDE LIFT STATION

DESCRIPTION:	Rehabilitate and replace the East Side lift station, including pumps, electrical and generator.
ESTIMATED COST:	\$5,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The project is needed to increase sewer system capacity and replace aging infrastructure in northeast Sherman.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROCURE MATERIALS FOR LAKE TEXOMA PUMP STATION UPGRADES

DESCRIPTION:	Procure materials for installation of a backup generator and switchgear at the Lake Texoma Pump Station (LTPS).
ESTIMATED COST:	\$3,700,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	In an effort to mitigate delays for lead time issues, material procurement is recommended for the generator and switchgear.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

ANNUAL WATER LINE REPLACEMENTS

DESCRIPTION:	Annual replacement of water lines within the City of Sherman.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Line replacements required to address water quality improvements.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REPLACE VARIOUS EXISTING SANITARY SEWER LINES ALONG POST OAK CREEK

DESCRIPTION:	This project consists of the installation of new 48-inch, 60-inch and 72-inch sanitary sewer lines to replace existing 27-inch, 39-inch and 42-inch lines going to the Wastewater Treatment Plant (WWTP) along Post Oak Creek.
ESTIMATED COST:	\$7,332,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Increasing size of creek sewer lines running to the WWTP is necessary to accommodate increasing sewer demands tied to recent and future growth.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

ADD 8-INCH WATER LINE ACROSS US 75 FOR ELEVATED TANK LEVEL STABILIZATION

DESCRIPTION:	Design the addition of an 8-inch water line across US 75 for the Fairview and Harrison elevated tanks.
ESTIMATED COST:	\$78,200
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The addition of the water line will help to stabilize these elevated storage tanks and is included in the Water Master Plan.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

UPSIZE 21-INCH SANITARY SEWER LINE TO 60-INCH LINE - CHOCTAW

DESCRIPTION:	Upsize the Choctaw sanitary sewer line from a 21-inch line to a 60-inch line to address flow from The Village planned development, south of Sherman High School.
ESTIMATED COST:	\$1,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Recent City growth requires increasing the size of the sanitary sewer system, in order to effectively meet wastewater collection and treatment demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

UPSIZE 42-INCH SANITARY SEWER LINE TO 60-INCH LINE - POST OAK ROAD

DESCRIPTION:	Upsize the Post Oak Road sanitary sewer line from a 42-inch line to a 60-inch line.
ESTIMATED COST:	\$130,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Recent City growth requires increasing the size of the sanitary sewer system, in order to effectively meet wastewater collection and treatment demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

DESIGN & REPLACE DOWNTOWN SEWER LINES - PHASE II

DESCRIPTION:	Design of phase II for a multi-phase replacement of sewer lines in downtown Sherman.
ESTIMATED COST:	\$800,000
PROPOSED FINANCING:	GTUA - paid by the Downtown Tax Increment Reinvestment Zone
PROJECT NECESSITY:	The downtown sewer line system is deteriorating and reaching the end of its useful life.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

REHAB BACKWASH TANK AT WATER TREATMENT PLANT

DESCRIPTION:	Rehabilitate the Water Treatment Plant (WTP) backwash tank, including all hatches and accesses, ladders, lighting, paint/coat tank and associated equipment.
ESTIMATED COST:	\$600,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Necessary to extend tank life and meet TCEQ/EPA code.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

DESIGN & CONSTRUCT DEMINERALIZATION BUILDING EXTENSION

DESCRIPTION:	Design phase to build approximately 100 x 30 foot extension to the east side of the Demineralization Building at the Water Treatment Plant (WTP).
ESTIMATED COST:	\$225,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Project is necessary to increase storage space and restrooms to the demineralization building.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

UPSIZE 15-INCH SANITARY SEWER LINE TO 24-INCH LINE - SHEPHERD

DESCRIPTION:	Engineering phase to upsize the sanitary sewer line along Shepherd Drive from a 15-inch line to a 60-inch line to address flow.
ESTIMATED COST:	\$600,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Recent City growth requires increasing the size of the sanitary sewer system, in order to effectively meet wastewater collection and treatment demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

RELOCATE NEW SHEPHERD ELEVATED TANK & ABANDON OLD ELEVATED TANK

DESCRIPTION:	Abandon old .75-MG elevated tank; Relocate new 2-MG elevated tank on Shepherd Drive to connect to new 36-inch water line.
ESTIMATED COST:	\$16,700,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Project is necessary to move new elevated tank in order to connect to the new water line on Shepherd Drive.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

ASTON DRIVE UTILITIES

DESCRIPTION:	Paving and drainage improvements for new road, Aston Drive, in the Crossroads development.
ESTIMATED COST:	\$15,600,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The project is necessary for expanding the infrastructure at Crossroads to meet development demand.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

CROSSROADS WASTEWATER EXTENSION

DESCRIPTION:	Extend the sewer for development in the Crossroads area.
ESTIMATED COST:	\$1,550,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The project is necessary for expanding the wastewater infrastructure to address continued growth of the Crossroads development.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

ABANDON OLD 18-INCH & 24-INCH SOUTH INDUSTRIAL SEWER LINES

DESCRIPTION:	Abandon the old 18-inch and 24-inch South Industrial sewer line, approximately 1,900 linear feet from new line to the Wastewater Treatment (WWTP).
ESTIMATED COST:	\$61,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	With the addition of the new line, the old South Industrial sewer line is obsolete and no longer required.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

COMPLETE DETERIORATED SOUTHSIDE INDUSTRIAL SEWER REPLACEMENT

DESCRIPTION:	Complete replacement of the deteriorated Southside Industrial Sewer behind the Wastewater Treatment Plant (WWTP), extending to Bel Air.
ESTIMATED COST:	\$1,850,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Current portion of the industrial sewer has deteriorated and is in need of replacement to maintain pipe integrity.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

UPGRADE 6-INCH RURAL WATER LINE TO 12-INCH LINE

DESCRIPTION:	Upgrade the old 6-inch rural water line servicing Dos Lagos to 12-inch Sherman Standard PVC pipe.
ESTIMATED COST:	\$250,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Old rural line is undersized and requires upgrading to bring to City standards.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

BEL AIR CONSTRUCTION - PHASE II

DESCRIPTION:	Phase II consists of relocating existing groundwater line to follow the creek, with new pressure vault at FM 1417. Additionally, the phase includes a new 20-inch surface water line. Phase II stops at US 75.
ESTIMATED COST:	\$2,200,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Necessary infrastructure to service Bel Air development and tie into the new Legacy water line.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

BEL AIR CONSTRUCTION - PHASE III

DESCRIPTION:	Construct 20-inch surface water line from creek crossing to end of Phase I line. Includes relocation existing groundwater line to follow creek, as well as constructing a new pressure vault at FM 1417. Phase III extends from Legacy Boulevard to west side of US 75.
ESTIMATED COST:	\$1,200,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Necessary infrastructure to service Bel Air development and tie into the new Legacy water line.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

CONSTRUCT 84-INCH WATER LINE FROM LAKE TEXOMA TO WTP

DESCRIPTION:	Construction phase for a new 84-inch raw water line, parallel to existing 72-inch line, from Lake Texoma to the Water Treatment Plant (WTP).
ESTIMATED COST:	\$56,600,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Required City contribution by the North Texas Municipal Water District (NTMWD) for an additional raw water pipeline from the Lake Texoma Pump Station to the Water Treatment Plant.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

UPGRADE BACKWASH BLOWER CONTROLS AT WTP

DESCRIPTION:	Rehabilitation to upgrade the backwash blower controls for the backwash tank at the Water Treatment Plant (WTP).
ESTIMATED COST:	\$250,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Rehabilitation is required because the existing controls are obsolete.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REHAB, RESURFACE & REPLACE COMPONENTS OF FILTER BASIN AT WTP

DESCRIPTION:	Rehabilitate four filter basins, replace filter media, and resurface concrete basin floors and walls at Water Treatment Plant (WTP); Additionally, replace the weir troughs.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Project is necessary to extend filter basin life and address erosion issues.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

MISCELLANEOUS WWTP IMPROVEMENTS

DESCRIPTION:	Address multiple immediate and near-term improvements, including improving outfall access safety elements, sludge dewatering building improvements for corrosion, replace light fixtures with LEDs, and seal EQ basin seams.
ESTIMATED COST:	\$170,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Improvements to the Wastewater Treatment Plant (WWTP) were recommended in the WWTP Condition Assessment study.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REHAB FAIRVIEW GROUNDWATER PUMP STATION & GROUND STORAGE TANK

DESCRIPTION:	Rehabilitation of the Fairview groundwater pump station and groundwater storage tank.
ESTIMATED COST:	\$3,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Tank structures replaced and/or modified required to meet TCEQ/EPA code.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

DEMOLISH OLD SLUDGE DRYING BEDS

DESCRIPTION:	At the Wastewater Treatment Plant, remove sludge drying beds that are no longer involved in the treatment process.
ESTIMATED COST:	\$250,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Removal of these drying beds would allow for future expansions of the wastewater treatment process.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

IMPROVE SAFETY & OPERABILITY OF WWTP ELECTRICAL SYSTEM

DESCRIPTION:	Install safety and operability improvements to the Wastewater Treatment Plant (WWTP) electrical system.
ESTIMATED COST:	\$8,250,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Critical electrical improvements are required to ensure the operability and safety of the WWTP system. The new system upgrades also set the groundwork for the new emergency backup generator.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2025 - 2026

CONSTRUCTON PHASE OF EQUALIZATION BASIN BLOWER REHAB AT WWTP

DESCRIPTION:	Construction phase to replace worn electrical systems, switchgear, control systems, piping components and blowers in the equalization basin blower building at the Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$9,120,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Due to age and corrosion, it is necessary to replace worn components to prevent equipment failure and safety hazards at the plant.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REHAB & SAFETY IMPROVEMENTS TO DECANT LIFT STATION AT WWTP

DESCRIPTION:	Rehabilitate and implement safety improvements to the decant lift station at the Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$50,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The decant lift station allows pumping out of the sludge holding ponds. The Condition Assessment determined the station is in need of rehabilitation and missing various safety measures.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

2026-2027

PROJECT YEAR: 2026 - 2027

ANNUAL SEWER LINE REPLACEMENTS

DESCRIPTION:	Fiscal year annual sewer line replacement, with focus based on utility staff evaluation.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Annual sewer line replacements are necessary to address wear and tear, as well as development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	Includes oversizing for annual water and sewer projects, as well as line replacements.
ESTIMATED COST:	\$300,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2026 - 2027

CONTINUE HIGH COUNTRY ESTATES WATER SYSTEM UPGRADES

DESCRIPTION:	Continue to upgrade the water system at the High Country Estates subdivision, approximately 9,000 linear feet, annually, over a four-year period.
ESTIMATED COST:	\$75,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	The annexation of High Country Estates has necessitated upgrades to bring to City water system standards.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

INSTALL TEMPORARY WWTP BUILDING & DESIGN-BUILD PERMANENT STAFF OFFICE FACILITY

DESCRIPTION:	Install a temporary building at the Wastewater Treatment Plant to house office staff and design-build permanent office facility. FY 2026 phase is the design of the permanent facility.
ESTIMATED COST:	\$325,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	In order to accommodate new staff, increasing permanent office space with a conference room is required.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2026 - 2027

LEAD & COPPER RULE REVISION - PHASES III THROUGH VI

DESCRIPTION:	Application of USEPA and TCEQ Lead and Copper Rule Revision (LCRR) and sampling & reporting program - Phase III - service line inventory completion.
ESTIMATED COST:	\$210,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	This project is required to meet TCEQ implementation deadlines.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

ANNUAL WATER LINE REPLACEMENTS

DESCRIPTION:	Annual replacement of water lines within the City of Sherman.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Line replacements required to address water quality improvements.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2026 - 2027

REPLACE VARIOUS EXISTING SANITARY SEWER LINES ALONG POST OAK CREEK

DESCRIPTION:	This project consists of the installation of new 48-inch, 60-inch and 72-inch sanitary sewer lines to replace existing 27-inch, 39-inch and 42-inch lines going to the Wastewater Treatment Plant (WWTP) along Post Oak Creek.
ESTIMATED COST:	\$9,400,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Increasing size of creek sewer lines running to the WWTP is necessary to accommodate increasing sewer demands tied to recent and future growth.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

ADD 8-INCH WATER LINE ACROSS US 75 FOR ELEVATED TANK LEVEL STABILIZATION

DESCRIPTION:	Installation of an 8-inch water line across US 75 for the Fairview and Harrison elevated tanks.
ESTIMATED COST:	\$521,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The addition of the water line will help to stabilize these elevated storage tanks and is included in the Water Master Plan.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2026 - 2027

UPSIZE 21-INCH SANITARY SEWER LINE TO 60-INCH LINE - CHOCTAW

DESCRIPTION:	Upsize the Choctaw sanitary sewer line from a 21-inch line to a 60-inch line to address flow from the Village.
ESTIMATED COST:	\$7,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Recent City growth requires increasing the size of the sanitary sewer system, in order to effectively meet wastewater collection and treatment demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

UPSIZE 42-INCH SANITARY SEWER LINE TO 60-INCH LINE - POST OAK ROAD

DESCRIPTION:	Upsize the Post Oak Road sanitary sewer line from a 42-inch line to a 60-inch line.
ESTIMATED COST:	\$8,700,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Recent City growth requires increasing the size of the sanitary sewer system, in order to effectively meet wastewater collection and treatment demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2026 - 2027

DESIGN & REPLACE DOWNTOWN SEWER LINES - PHASE II

DESCRIPTION:	Design of phase II for a multi-phase replacement of sewer lines in downtown Sherman.
ESTIMATED COST:	\$4,200,000
PROPOSED FINANCING:	GTUA - paid by the Downtown Tax Increment Reinvestment Zone
PROJECT NECESSITY:	The downtown sewer line system is deteriorating and reaching the end of its useful life.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REHAB BACKWASH TANK AT WATER TREATMENT PLANT

DESCRIPTION:	Rehabilitate the Water Treatment Plant (WTP) backwash tank, including all hatches and accesses, ladders, lighting, paint/coat tank and associated equipment.
ESTIMATED COST:	\$4,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Necessary to extend tank life and meet TCEQ/EPA code.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2026 - 2027

DESIGN & CONSTRUCT DEMINERALIZATION BUILDING EXTENSION

DESCRIPTION:	Construction phase to build approximately 100 x 30 foot extension to the east side of the Demineralization Building at the Water Treatment Plant (WTP).
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Project is necessary to increase storage space and restrooms to the demineralization building.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

INCREASE RAW WATER PUMP CAPACITY BY 32 MGD AT LTPS

DESCRIPTION:	Increase raw water pump No. 1 and No. 4 capacity at the Lake Texoma Pump Station (LTPS) by 32 MGD.
ESTIMATED COST:	\$3,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Necessary to increase raw water capacity by 32 MGD at the Lake Texoma Pump Station to meet increasing demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2026 - 2027

SAMPLE & INVESTIGATE WWTP POND SYSTEM

DESCRIPTION:	Pond sampling to investigate the geotechnical status of the pond liner at the Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$20,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Prior to major upgrades to the Wastewater Treatment Plant (WWTP) pond system, a thorough investigation of the pond liner is recommended by the Condition Assessment.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REHAB TWO GROUNDWATER PUMP STATIONS & GROUND STORAGE TANKS

DESCRIPTION:	Rehabilitation of two TBD groundwater pump stations and ground storage tanks, including upgrades to all hatches and accesses, ladders, lighting, tank and associated equipment.
ESTIMATED COST:	\$3,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Rehabilitation is required to meet TCEQ/EPA code.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2026 - 2027

REHAB EXISTING UNDERDRAINAGE & PUMPS AROUND WTP STRUCTURES & PUMP STATION

DESCRIPTION:	Rehabilitate existing underdrainage and pumps around the structures and pump station of the Water Treatment Plant (WTP).
ESTIMATED COST:	\$250,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Rehabilitation of these Water Treatment Plant structures and pump station is required due to aging infrastructure.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REHAB DORCHESTER GROUNDWATER PUMP STATION & GROUND STORAGE TANK

DESCRIPTION:	Rehabilitation of The Dorchester groundwater pump station and ground storage tanks, including upgrades to all hatches and accesses, ladders, lighting, tank and associated equipment.
ESTIMATED COST:	\$3,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Rehabilitation is required to meet TCEQ/EPA code.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2026 - 2027

REHAB & SAFETY IMPROVEMENTS TO DECANT LIFT STATION AT WWTP

DESCRIPTION:	Rehabilitate and implement safety improvements to the decant lift station at the Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$430,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The decant lift station allows pumping out of the sludge holding ponds. The Condition Assessment determined the station is in need of rehabilitation and missing various safety measures.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

2027-2028

PROJECT YEAR: 2027 - 2028

ANNUAL SEWER LINE REPLACEMENTS

DESCRIPTION:	Fiscal year annual sewer line replacement, with focus based on utility staff evaluation.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Annual sewer line replacements are necessary to address wear and tear, as well as development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	Includes oversizing for annual water and sewer projects, as well as line replacements.
ESTIMATED COST:	\$300,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2027 - 2028

INSTALL TEMPORARY WWTP BUILDING & DESIGN-BUILD PERMANENT STAFF OFFICE FACILITY

DESCRIPTION:	Install a temporary building at the Wastewater Treatment Plant to house office staff and design-build permanent office facility. FY 2027 phase is the construction of the permanent facility.
ESTIMATED COST:	\$2,500,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	In order to accommodate new staff, increasing permanent office space with a conference room is required.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

LEAD & COPPER RULE REVISION - PHASES III THROUGH VI

DESCRIPTION:	Application of USEPA and TCEQ Lead and Copper Rule Revision (LCRR) and sampling & reporting program - Phase III - service line inventory completion.
ESTIMATED COST:	\$8,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	This project is required to meet TCEQ implementation deadlines.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2027 - 2028

ANNUAL WATER LINE REPLACEMENTS

DESCRIPTION:	Annual replacement of water lines within the City of Sherman.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Line replacements required to address water quality improvements.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REPLACE VARIOUS EXISTING SANITARY SEWER LINES ALONG POST OAK CREEK

DESCRIPTION:	Complete project consisting of the installation of new 48-inch, 60-inch and 72-inch sanitary sewer lines to replace existing 27-inch, 39-inch and 42-inch lines going to the Wastewater Treatment Plant (WWTP) along Post Oak Creek.
ESTIMATED COST:	\$3,800,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Increasing size of creek sewer lines running to the WWTP is necessary to accommodate increasing sewer demands tied to recent and future growth.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2027 - 2028

UPSIZE 15-INCH SANITARY SEWER LINE TO 24-INCH LINE - SHEPHERD

DESCRIPTION:	Installation phase to upsize the sanitary sewer line along Shepherd Drive from a 15-inch line to a 60-inch line to address flow.
ESTIMATED COST:	\$4,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Recent City growth requires increasing the size of the sanitary sewer system, in order to effectively meet wastewater collection and treatment demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

INCREASE RAW WATER PUMP CAPACITY BY 32 MGD AT LTPS

DESCRIPTION:	Increase raw water pump No. 1 and No. 4 capacity at the Lake Texoma Pump Station (LTPS).
ESTIMATED COST:	\$30,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Necessary to increase raw water capacity by 32 MGD at the Lake Texoma Pump Station.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2027 - 2028

SAMPLE & INVESTIGATE WWTP POND SYSTEM

DESCRIPTION:	Pond sampling to investigate the geotechnical status of the pond liner at the Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$350,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Prior to major upgrades to the Wastewater Treatment Plant (WWTP) pond system, a thorough investigation of the pond liner is recommended by the Condition Assessment.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

2028-2029

PROJECT YEAR: 2028 - 2029

ANNUAL SEWER LINE REPLACEMENTS

DESCRIPTION:	Fiscal year annual sewer line replacement, with focus based on utility staff evaluation.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Annual sewer line replacements are necessary to address wear and tear, as well as development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	Includes oversizing for annual water and sewer projects, as well as line replacements.
ESTIMATED COST:	\$500,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2028 - 2029

ANNUAL WATER LINE REPLACEMENTS

DESCRIPTION:	Annual replacement of water lines within the City of Sherman.
ESTIMATED COST:	\$2,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Line replacements required to address water quality improvements.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

REHAB TWO GROUNDWATER PUMP STATIONS & GROUND STORAGE TANKS

DESCRIPTION:	Rehabilitation of two TBD groundwater pump stations and ground storage tanks, including upgrades to all hatches and accesses, ladders, lighting, tank and associated equipment.
ESTIMATED COST:	\$3,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Rehabilitation is required to meet TCEQ/EPA code.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2028 - 2029

REHAB CONCRETE GROUND STORAGE TANKS & PUMP STATION

DESCRIPTION:	Rehabilitate TBD concrete ground storage tanks and pump station of the Water Treatment Plant (WTP).
ESTIMATED COST:	\$1,500,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	This project is required to meet EPA/TCEQ code.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

UTILITY SERVICES
DEMAND-DRIVEN PROJECTS

CAPITAL BUDGET: 2024-2029

These are Utility Services Projects, being specifically related to the operation of a Water and Sewer System. The following project summaries relate to those demand-driven projects that could be considered when development requires additional water and sewer system capacity.

2024-2025

**NO DEMAND-DRIVEN MAJOR UTILITY SERVICES
CIP PROJECTS IN FY 2025**

2025-2026

PROJECT YEAR: 2025 - 2026

CONVERT WASTEWATER TO REUSE & SEND TO LAKE TEXOMA

DESCRIPTION:	Convert wastewater to reuse and send to creek to Lake Texoma.
ESTIMATED COST:	\$10,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Indirect Potable Reuse (IPR) system required to put treated wastewater back into Lake Texoma, resulting in additional water rights use.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

DESIGN & CONSTRUCT 4 MGD SOUTH WWTP EXPANSION - PHASE 1B

DESCRIPTION:	Design and construct 4 MGD expansion to the south Wastewater Treatment Plant (WWTP).
ESTIMATED COST:	\$178,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The Treatability Study, upon completion, may require further expansion to meet industrial waste treatment needs.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

2026-2027

PROJECT YEAR: 2026 - 2027

CONVERT WASTEWATER TO REUSE & SEND TO LAKE TEXOMA

DESCRIPTION:	Convert wastewater to reuse and send to creek to Lake Texoma.
ESTIMATED COST:	\$60,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Indirect Potable Reuse (IPR) system required to put treated wastewater back into Lake Texoma, resulting in additional water rights use.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

INSTALL 36-INCH MEDIUM PRESSURE LINE TO SERVICE SOUTHERN SHERMAN

DESCRIPTION:	Engineering phase to install a 36-inch medium pressure water main from the Water Treatment Plant (WTP) to southern Sherman.
ESTIMATED COST:	\$8,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Installation of the line will provide the main transmission line serving the south side of Sherman.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2026 - 2027

EXPAND WTP TO 30 MGD UF/RO & INSTALL COMPONENTS FOR ADDITIONAL 15 MGD

DESCRIPTION:	Construction phase for the addition of a new building to house up to 30 MGD UF/RO and install 15 MGD additional UF/RO capacity, chemical fee, pumps, etc. at the Water Treatment Plant (WTP).
ESTIMATED COST:	\$300,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	UF/RO expansion is critical to meet rapidly increasing demand at the Water Treatment Plant.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

UPGRADE NORTH CONVENTIONAL WWTP FROM 10 MGD TO 14 MGD CAPACITY

DESCRIPTION:	Upgrade the daily treatment capacity at the Wastewater Treatment Plant (WWTP) from 10 MGD to 14 MGD.
ESTIMATED COST:	\$80,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Critical upgrade required to meet current wastewater treatment demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

2027-2028

PROJECT YEAR: 2027 - 2028

INSTALL 36-INCH MEDIUM PRESSURE LINE TO SERVICE SOUTHERN SHERMAN

DESCRIPTION:	Construction phase to install a 36-inch medium pressure water main from the Water Treatment Plant (WTP) to southern Sherman.
ESTIMATED COST:	\$100,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Installation of the line will provide the main transmission line serving the south side of Sherman.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

2028-2029

PROJECT YEAR: 2028 - 2029

INCREASE SOUTH PLANT UF/RO WATER TREATMENT CAPACITY BY 10 MGD AT WTP

DESCRIPTION:	Construction phase to increase the UF/RO capacity at the Water Treatment Plant (WTP).
ESTIMATED COST:	\$30,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Increasing the capacity of the UF/RO facility will be required to meet expected future industrial growth.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

STORMWATER SERVICES

2024 - 2029

STORMWATER SERVICES

CAPITAL BUDGET: 2024-2029

Within the Five-year Capital Improvement Program, the first year is considered the Capital Budget. The appropriation ordinance will give initial authorization for the staff to prepare and execute all projects listed for the coming year. City Council will consider the projects in subsequent years for approval and funding during the budget process for each year. These projects listed are for information and planning purposes and do not obligate the Council to approve or fund beyond the current approved appropriations ordinance.

These are Stormwater Services Projects, being specifically related to the operation of the Municipal Drainage Utility System and having certain types of financing requirements different from those typically used for General Services.

2024-2025

**NO STORMWATER CIP PROJECTS
IN FY 2025 BUDGET**

2025-2026

PROJECT YEAR: 2025 - 2026

MCGEE STREET BRIDGE - EROSION REPAIRS & OVERLAY REPAIRS

DESCRIPTION:	Repair erosion damage and overlay the bridge deck on the Hillcrest Street bridge and North Woods bridge at Post Oak Creek.
ESTIMATED COST:	\$1,200,000
PROPOSED FINANCING:	Stormwater Fund
PROJECT NECESSITY:	These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

HILLCREST/WOODS BRIDGES - EROSION REPAIRS & DECK OVERLAY

DESCRIPTION:	Repair erosion damage and overlay the bridge deck on the Hillcrest Street bridge and North Woods bridge at Post Oak Creek.
ESTIMATED COST:	\$500,000
PROPOSED FINANCING:	Stormwater Fund
PROJECT NECESSITY:	These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2025 - 2026

TAYLOR/WASHINGTON BRIDGES - EROSION REPAIRS & DECK OVERLAY

DESCRIPTION:	Repair erosion damage and overlay the bridge deck on the Taylor Street bridge and Washington bridge at Post Oak Creek Bridge.
ESTIMATED COST:	\$500,000
PROPOSED FINANCING:	Stormwater Fund
PROJECT NECESSITY:	These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

2026-2027

PROJECT YEAR: 2026 - 2027

INCREASE CULVERT CAPACITY UNDER GRIBBLE STREET

DESCRIPTION:	Increase the capacity of the Stream G box culvert under Gribble Street.
ESTIMATED COST:	\$385,000
PROPOSED FINANCING:	Stormwater Fund
PROJECT NECESSITY:	This project is identified in the Post Oak Creek Flood Protection Plan as necessary to mitigate flood damage and decrease road closures during 100-year storms.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PECAN/RICKETTS/CENTENNIAL/ETC BRIDGES - EROSION REPAIRS & DECK OVERLAY

DESCRIPTION:	Repair erosion damage and overlay the bridge deck on the North Ricketts Street, Centennial Street, West Pecan Street, and Blue Flame Road bridges.
ESTIMATED COST:	\$250,000
PROPOSED FINANCING:	Stormwater Fund
PROJECT NECESSITY:	These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

2027-2028

**NO STORMWATER CIP PROJECTS
IN FY 2028 BUDGET**

2028-2029

**NO STORMWATER CIP PROJECTS
IN FY 2029 BUDGET**

CAPITAL FINANCING

CAPITAL FINANCING

In preparing a capital improvement program, care must be exercised to keep the proposed program within the financial capabilities of the City. To do this requires that consideration be given to existing revenue funds, as well as existing and proposed debt requirement. The main sources of revenue available to the City of Sherman for Capital Improvements at present are: Ad Valorem Taxes, General Fund Revenues, segregated capital funds, Texas Department of Transportation funds, other governmental grants, private funds, the Stormwater Utility Fee, and Impact Fees.

Ad Valorem Taxes: The form of revenue typically used for General Services Capital Financing is the Ad Valorem Tax. Most often this is used as a covenant of Debt Financing, and the tax is used to pay Debt Service requirements. Other uses of Ad Valorem Tax include the setting aside of a certain percent or amount of tax for "pay-as-you-go" capital financing. The City of Sherman does not currently do this. A history of property taxes for the City of Sherman is noted in Table I.

Debt Service: The City issues General Debt for General Services and Stormwater Services projects and issues debt through the Greater Texoma Utility Authority for Utility Services projects. General Debt is supported by Property Taxes and/or Sales Taxes. Table II shows the General Debt Service Requirements and the bonded debt for Lake Texoma Water Rights, which is attributable to Utility Services. Utility revenues support the contractual debt issued through the Greater Texoma Utility Authority. Table II shows the Debt Service Requirements for this obligation. Possible future debt issues must be considered in light of existing obligations in order to minimize potential tax or utility rate increases.

Private Funds: Funding from developers.

Stormwater Utility Fee: The stormwater utility fee funds drainage-related projects such as flood plain planning, property acquisition, and construction projects.

Impact Fees: - Impact Fees are a mechanism for funding the public infrastructure necessitated by new development. Impact Fees are meant to recover the incremental cost of the impact of each new unit of development towards new infrastructure needs. Impact Fees are a mathematical calculation that determines a maximum fee that would be equivalent to growth paying for growth.

TABLE I

**ANALYSIS OF ASSESSED VALUATION
FIVE YEAR PERIOD**

FISCAL YEAR ENDED	REAL PROPERTY ASSESSED VALUE	PERSONAL PROPERTY ASSESSED VALUE	TOTAL
2020	\$2,641,162,657	\$839,573,445	\$3,480,736,102
2021	\$2,878,715,276	\$941,125,157	\$3,819,840,433
2022	\$3,247,497,789	\$876,451,153	\$4,123,948,942
2023	\$3,907,168,033	\$930,694,928	\$4,837,862,961
2024	\$4,738,450,482	\$1,051,373,887	\$5,789,824,369

**ANALYSIS OF PROPERTY TAX LEVIES AND COLLECTIONS
FIVE YEAR PERIOD**

FISCAL YEAR ENDED	TAX LEVY	CURRENT COLLECTIONS	PERCENT COLLECTIONS	PRIOR YEAR COLLECTIONS	TOTAL COLLECTIONS
2020	\$17,020,800	\$15,882,649	93.31%	\$104,715	\$15,987,364
2021	\$18,679,020	\$17,505,842	93.72%	\$121,278	\$17,627,119
2022	\$20,166,110	\$18,879,386	93.62%	\$115,451	\$18,994,837
2023	\$22,734,666	\$21,561,191	94.84%	\$72,253	\$21,633,444
2024	\$29,412,308	\$26,911,560	91.50%	\$0	\$26,911,560

NOTE: 2024 COLLECTIONS ARE ESTIMATES AT 6-30-2024

TABLE II

**BOND DEBT SERVICE FUNDS
STATEMENT OF BONDED INDEBTEDNESS: 2023-2024**

DATE	TITLE & PURPOSE	TERM (YEARS)	ORIGINAL ISSUE AMOUNT	RETIRED IN PREVIOUS YEARS	DEBT BALANCE 09/30/2023
2006	LAKE TEXOMA WATER RIGHTS	40	\$3,727,060	\$1,791,359	\$1,935,701
2016	TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION FOR STREET AND PARK DEVELOPMENT AND CITY FACILITIES	20	\$6,970,000	\$1,845,000	\$5,125,000
2017	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017	13	\$9,360,000	\$4,155,000	\$5,205,000
2017	TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION FOR PUBLIC WORKS PROJECTS	20	\$18,110,000	\$3,460,000	\$14,650,000
2017A	TAX AND MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE FOR PUBLIC WORKS PROJECTS	20	\$3,900,000	\$890,000	\$3,010,000
2018	COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR PUBLIC WORKS PROJECTS	25	\$18,980,000	\$2,030,000	\$16,950,000
2019	COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR STREET IMPROVEMENTS	25	\$19,130,000	\$1,875,000	\$17,255,000
2021	LIMITED TAX NOTES SERIES 2021	5	\$1,980,000	\$965,000	\$1,015,000
2021	COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR PUBLIC FACILITY AND STREET IMPROVEMENTS	30	\$29,025,000	\$990,000	\$28,035,000

TABLE II - CONTINUED

DATE	TITLE & PURPOSE	TERM (YEARS)	ORIGINAL ISSUE AMOUNT	RETIRED IN PREVIOUS YEARS	DEBT BALANCE 09/30/2023
2022	LIMITED TAX NOTES SERIES 2022	5	\$2,100,000	\$695,000	\$1,405,000
2023	LIMITED TAX NOTES SERIES 2023	5	\$3,095,000	\$505,000	\$2,590,000
2023	GENERAL IMPROVEMENTS CERTIFICATES OF OBLIGATION SERIES 2023	30	\$73,640,000	\$0	\$73,640,000

**BOND DEBT SERVICE FUND
SCHEDULE OF REQUIREMENTS: 2024 - 2054**

FISCAL YEAR ENDING 09/30	PRINCIPAL	INTEREST	TOTAL
2024	\$6,631,428	\$6,570,690	\$13,202,119
2025	\$6,555,515	\$6,639,404	\$13,194,919
2026	\$6,866,428	\$6,335,645	\$13,202,073
2027	\$6,724,059	\$6,020,509	\$12,744,569
2028	\$6,633,525	\$5,718,444	\$12,351,969
2029	\$5,906,748	\$5,421,058	\$11,327,806
2030-2034	\$30,125,943	\$23,771,551	\$53,897,495
2035-2039	\$30,248,758	\$18,153,580	\$48,402,338
2040-2044	\$28,485,000	\$12,754,800	\$41,239,800
2045-2049	\$23,090,000	\$7,562,100	\$30,652,100
2050-2054	\$19,540,000	\$2,253,963	\$21,793,963
TOTAL	\$170,807,405	\$101,201,744	\$272,009,149

TABLE III**CONTRACTUAL DEBT SCHEDULE OF REQUIREMENTS
2024 - 2054**

YEAR	PRINCIPAL	INTEREST	TOTAL
2024	\$5,444,480	\$1,671,993	\$7,116,473
2025	\$5,575,960	\$4,381,986	\$9,957,946
2026	\$5,707,440	\$19,994,303	\$25,701,743
2027	\$10,008,920	\$29,271,633	\$39,280,553
2028	\$14,525,400	\$28,907,606	\$43,433,006
2029	\$15,141,880	\$28,318,530	\$43,460,410
2030-2034	\$84,710,960	\$131,581,090	\$216,292,050
2035-2039	\$103,660,000	\$111,487,925	\$215,147,925
2040-2044	\$121,360,000	\$86,312,934	\$207,672,934
2045-2049	\$150,910,000	\$55,481,719	\$206,391,719
2050-2054	\$154,040,000	\$17,952,650	\$171,992,650
TOTAL	\$671,085,040	\$515,362,369	\$1,186,447,409



City Council Regular Meeting

Agenda Item No. G.3.

Meeting Date: 8/5/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

***Other Business**

Approve Investment Report for Quarter Ended June 30, 2024

Issue:

To approve the Investment Report for the quarter ended June 30, 2024

Background:

The total operating portfolio book value of about \$47.3 million increased by about \$4.7 million from the previous quarter due to deposits in the Local Government Investment Pools and net purchases of U.S. Agency Securities.

The underlying investments were adequately diversified among five different types of securities. The portfolio's weighted-average maturity of 346 days decreased from 407 days last quarter. The portfolio yield of 4.43% was 66 basis points below our benchmark 1-year Constant Maturity Treasury Index. Book value approximated market value.

The debt proceeds portfolio balance of \$69.3 million decreased by \$11.6 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool and U.S. Agencies. The portfolio's weighted-average maturity of 79 days decreased from 99 days last quarter. The portfolio yield of 5.15% was 32 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 5.47%. Book value approximated market value.

This investment report has been presented to the Investment Committee.

Origination:

Finance Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends the Council accept the Investment Report as presented.

Alternatives:

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments:

1. 2024-06-30 Investment Report w_Memo



memorandum

DATE: July 22, 2024

TO: The City of Sherman Investment Committee
Councilman Juston Dobbs
Deputy Mayor Pam Howeth
Robby Hefton, City Manager

FROM: Mary Lawrence, Chief Financial Officer *ml*

SUBJECT: Investment Reports for the Quarter Ended June 30, 2024.

Enclosed is a copy of the quarterly investment reports for June 30, 2024. As of that date, the City followed all applicable state laws and internal policies for the portfolio.

The total operating portfolio book value of about \$47.3 million increased by about \$4.7 million from the previous quarter due to deposits in the Local Government Investment Pools and net purchases of U.S. Agency Securities. The underlying investments were adequately diversified among five different types of securities. The portfolio's weighted-average maturity of 346 days decreased from 407 days last quarter. The portfolio yield of 4.43% was 66 basis points below our benchmark 1-year Constant Maturity Treasury Index. Book value approximated market value.

The debt proceeds portfolio balance of \$69.3 million decreased by \$11.6 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool and U.S. Agencies. The portfolio's weighted-average maturity of 79 days decreased from 99 days last quarter. The portfolio yield of 5.15% was 32 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 5.47%. Book value approximated market value.

The investment reports will be on the August 5, 2024, City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending June 30, 2024

Total Portfolio Summary			
	Current Quarter 6/30/2024	Prior Quarter 3/31/2024	Change From Prior Quarter
Book Value	\$ 47,318,066	\$ 42,624,468	\$ 4,693,598
Market Value	\$ 46,995,834	\$ 42,262,731	\$ 4,733,103
Weighted Average Maturity - Days	346	407	(61)
Weighted Average Yield	4.43%	4.08%	0.35%
Earned Income	\$ 481,851	\$ 359,277	\$ 122,574
Earned Income - Year-to-Date	\$ 1,154,872	\$ 673,021	\$ 481,851

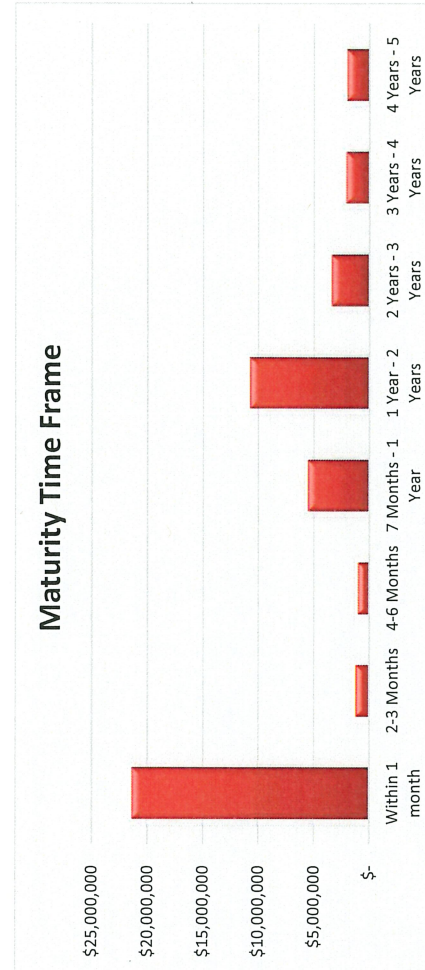
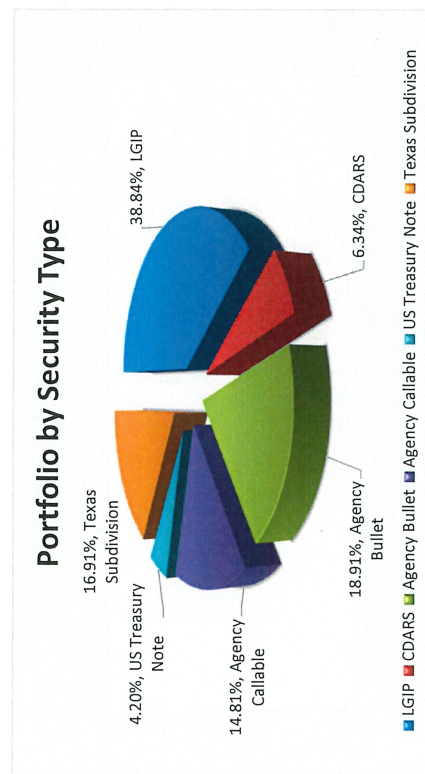
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of June 30, 2024, the City's portfolio had a book value of \$47.3 million and a market value of \$47 million. Of this amount, approximately \$18.4 million was held in Local Government Investment Pools (LGIP), \$3 million was held in Certificates of Deposit (CD), \$15.9 million was held in U.S. Agency Securities, \$2.0 million was held in U.S. Treasury Notes and \$8 million was held in State of Texas political subdivision obligations.

The portfolio value increased by \$4.7 million from the previous quarter due to deposits of \$4 million in Local Government Investment Pools, purchases of \$2.9 million of U.S Agency Securities. Additionally, there were maturities of U.S. Agency Securities totaling \$2.5 million.

The weighted average yield of the portfolio was 4.43%, which is 66 basis points less than the 1-year Constant Maturity Treasury Index of 5.09%, and 35 basis points higher than the previous quarter.

The weighted average maturity of the portfolio decreased from 407 days at March 31, 2024, to 346 days at June 30, 2024.



Mary Lawrence

Mary Lawrence, Chief Financial Officer and City of Sherman Investment Officer

Jana Walker

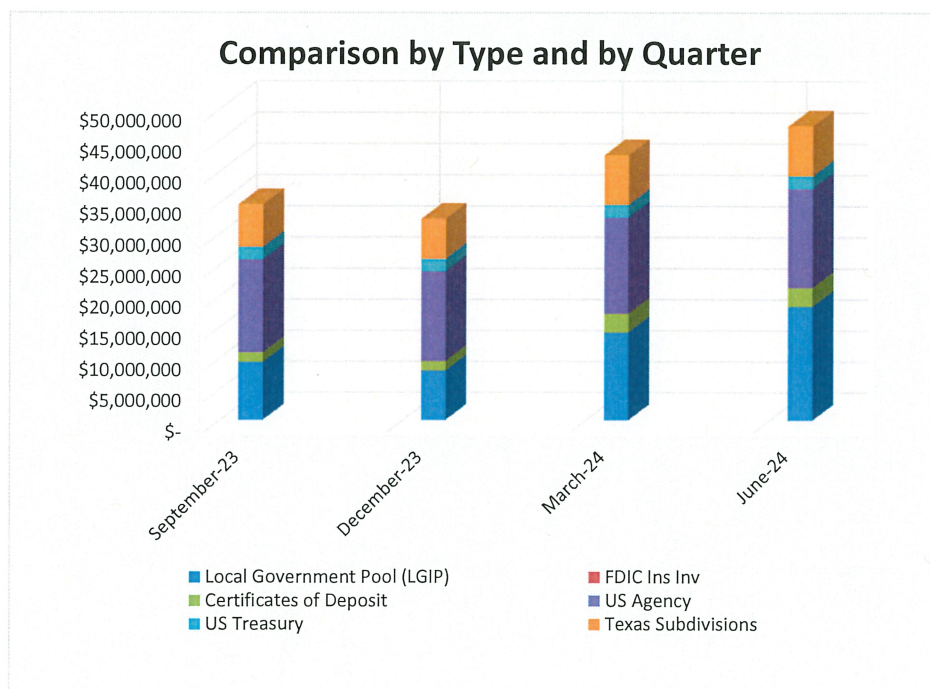
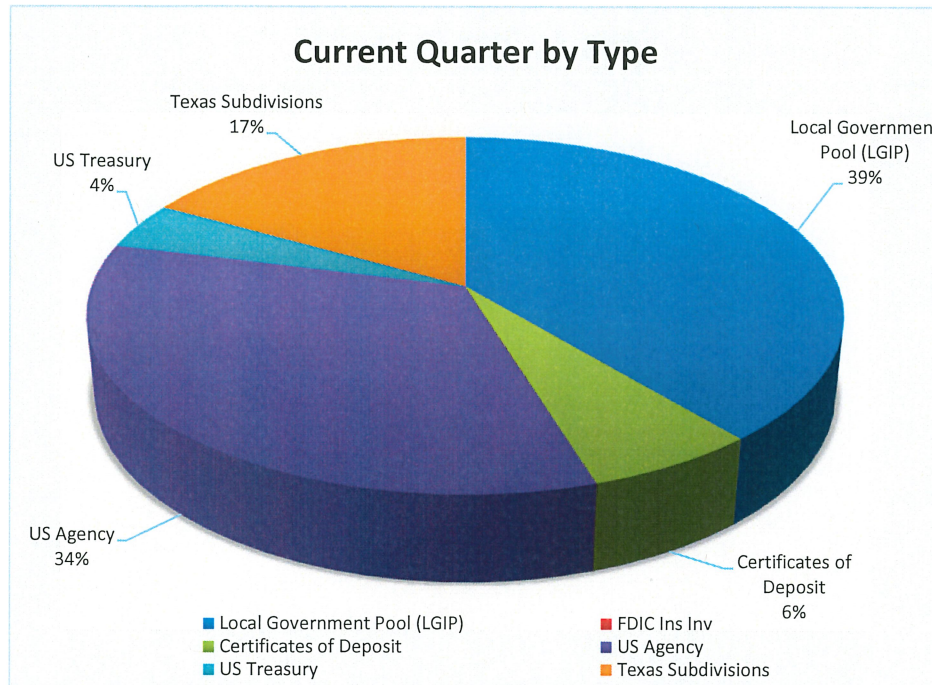
Jana Walker, Controller and City of Sherman Investment Officer

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool		LGIP	TexPool		7/1/2024	AAAm	\$ 11,177,871	100.00	\$ 11,177,871	\$ 11,177,871	100.00	11,177,871	1	5.31%
TexStar		LGIP	TexSTAR		7/1/2024	AAAm	5,272,406	100.00	5,272,406	5,272,406	100.00	5,272,406	1	5.31%
TexPool ARPA		LGIP	TexPool ARPA		7/1/2024	AAAm	1,928,425	100.00	1,928,425	1,928,425	100.00	1,928,425	1	5.31%
CDARS 1028340563	01/04/24	CDARS	Bank of Texas	4.40%	1/2/2026		1,000,000	100.00	1,000,000	1,000,000	100.00	1,000,000	551	4.50%
CDARS 1028340504	01/04/24	CDARS	Bank of Texas	5.15%	7/5/2024		2,000,000	100.00	2,000,000	2,000,000	100.00	2,000,000	5	5.28%
442349EL6	03/04/24	CDARS	Houston Tx apt Sys Rev	1.27%	7/1/2024	AA	1,000,000	100.00	968,714	999,925	100.00	1,000,000	1	4.10%
811275HB5	11/23/21	Texas Subdivision	Scurry Rosser TX ISD	3.00%	8/15/2024	Aa3	205,649	106.91	219,155	205,649	99.83	204,660	46	0.45%
3136G43H4	03/29/21	Agency Callable	FHLB	0.40%	9/16/2024	AA+	1,000,000	99.850	998,500	999,908	98.94	999,358	78	0.44%
3130APNE1	11/18/21	Agency Callable	FHLB	0.90%	11/18/2024	AA+	1,000,000	100.000	1,000,000	1,000,000	98.19	981,852	141	0.90%
386166IC7	02/24/21	Texas Subdivision	Grand Prairie TX TXbl Ref	3.00%	1/1/2025	AA	310,000	103.887	322,050	312,112	98.86	306,480	185	1.60%
983064YX8	03/11/21	Texas Subdivision	City of Wylie, TX GO	3.00%	2/15/2025	AA	250,000	110.740	276,852	254,272	99.37	248,429	230	0.25%
3133ENPYO-A	02/25/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.966	999,660	999,926	97.70	977,008	240	1.76%
3133ENPYO-B	03/11/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.513	995,913	999,704	97.70	977,001	240	1.92%
882806ES7	03/24/23	Texas Subdivision	Texas St. Tech Univ Rev	2.96%	2/15/2025	AA+	885,000	98.381	870,672	880,266	98.55	872,135	230	3.86%
3130AJHU6	04/30/24	Agency Bullet	FHLB	0.50%	4/14/2025	AA+	1,500,000	95.642	1,434,943	1,446,032	96.40	1,445,935	288	5.22%
88213AKC8	01/24/23	Texas Subdivision	Texas St. A&M Univ R	2.89%	5/15/2025	AA	510,000	96.496	492,130	503,248	97.80	498,758	319	4.30%
88213ABW4	03/24/23	Texas Subdivision	Texas St A&M Univ R	2.88%	5/15/2025	AA	115,000	97.770	113,668	113,956	97.96	112,655	319	3.96%
91282CEY3	01/23/23	US Treasury Note	US Treasury	3.00%	7/15/2025	AA	1,000,000	97.740	977,431	990,892	97.90	979,043	380	3.97%
248775W2	02/07/23	Texas Subdivision	Denton Cnty TX	0.77%	7/15/2025	AA	1,335,000	92.332	1,233,264	1,291,277	95.59	1,276,154	380	4.11%
87638QQW2	03/24/23	Texas Subdivision	Tarrant Cnty TX Cult Hosp Rev	1.39%	9/1/2025	AA	100,000	93.750	93,854	96,985	95.46	95,458	428	4.12%
3130ARCN9	03/29/22	Agency Bullet	FHLB	2.00%	9/29/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	96.58	965,836	456	2.00%
3134GX3U6	10/24/22	Agency Bullet	Freddie Mac	5.15%	10/24/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	99.85	998,473	481	5.15%
3130AUBX1	12/29/22	Agency Bullet	FFCB	5.00%	12/29/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	99.68	996,796	547	5.00%
79625GFC2	04/13/22	Texas Subdivision	San Antonio Tx Elec & Gas TXBI	3.15%	2/1/2026	AA+	350,000	100.000	350,000	350,000	97.35	340,738	581	3.15%
232769JW0	09/02/22	Texas Subdivision	Cypress-Fairbanks TX Ind Sch	5.00%	2/15/2026	AA+	500,000	104.770	523,031	511,225	98.89	499,449	595	3.52%
3134GYH96	02/27/23	Agency Bullet	FHLMC	5.20%	2/24/2026	AA	1,500,000	100.000	1,500,000	1,500,000	99.97	999,703	604	5.20%
3130B13E5	04/23/24	Agency Callable	FHLB	5.38%	4/23/2026	AA	1,000,000	100.000	1,000,000	1,000,000	99.86	1,497,915	662	5.75%
3130AMMJ8	06/06/21	Agency Callable	FHLB	1.50%	6/9/2026	AA+	1,000,000	100.000	1,000,000	1,000,000	93.86	938,599	709	0.40%
537096Z21	01/19/23	Texas Subdivision	Little Elm TX ISD	0.75%	8/15/2026	AA+	480,000	89.228	428,294	437,284	89.67	430,394	776	4.50%
876448DY4	01/24/23	Texas Subdivision	Tarrant Tx Regl Water Dist	0.00%	9/1/2026	AA	400,000	89.195	356,780	374,041	91.55	366,181	793	4.00%
4637778E5	02/07/23	Texas Subdivision	Inving Tx Table	1.47%	9/15/2026	AA	600,000	91.000	549,467	566,801	92.99	557,958	807	4.18%
91282CJT9	02/02/24	US Treasury Note	US Treasury	4.00%	1/15/2027	AA+	1,000,000	99.585	995,703	996,293	98.56	985,625	929	4.16%
3134H1K7	01/26/24	Agency Callable	FHLMC	5.20%	6/11/2027	AA+	1,000,000	100.180	1,001,800	1,001,575	99.83	998,339	1,076	4.98%
1164753A0	01/24/24	Texas Subdivision	Brownsville TXD USR	1.48%	9/1/2027	AA+	1,210,000	90.040	1,089,484	1,103,979	90.28	1,092,351	1,158	4.50%
3130AXAQ1	01/26/24	Agency Callable	FHLB	5.70%	9/20/2027	AA+	1,000,000	100.455	1,004,546	1,004,014	99.92	999,176	1,177	4.96%
31242WFF4	01/24/24	Agency Callable	FHLB	5.17%	1/29/2029	AA+	1,000,000	100.000	1,000,000	1,000,000	99.50	995,027	1,674	5.17%
31310B04R7	02/22/24	Agency Callable	FHLB	4.65%	2/16/2029	AA+	1,000,000	100.000	1,000,000	1,000,000	98.96	989,646	1,692	4.65%
Total									\$ 47,174,612	\$ 47,318,066	\$ 47,628,702	\$ 46,995,834		

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 3/31/2024	Change in Market Value	Market Value 6/30/2024
TexPool		TexPool		\$ 8,059,673	\$ 3,118,198	\$ 11,177,871
TexStar		TexStar		4,207,294	1,065,112	5,272,406
TexPool ARPA		TexPool ARPA		1,903,099	25,326	1,928,425
CDARS 1028340563		Bank of Texas	1/2/2026	1,000,000	-	1,000,000
CDARS 1028340504		Bank of Texas	7/5/2024	2,000,000	-	2,000,000
3133EMVD1	4/5/2021	FFCB	4/5/2024	999,365	(999,365)	-
3130ARPN5	4/26/2022	FHLB	4/26/2024	998,139	(998,139)	-
3130AMLM2	6/7/2021	FHLB	6/7/2024	495,506	(495,506)	-
442349EL6	3/24/2023	Houston Tx aprt Sys Rev	7/1/2024	988,584	11,416	1,000,000
811275HB5	11/23/2021	Scurry Rosser TX ISD	8/15/2024	203,930	730	204,660
3136G43H4	3/29/2021	FHLB	9/16/2024	978,852	10,506	989,358
3130APNE1	11/18/2021	FHLB	11/18/2024	973,264	8,588	981,852
386166JC7	2/24/2022	Grand Praire TX TXbl Ref	1/1/2025	304,926	1,554	306,480
983064YX8	3/11/2021	City of Wylie, TX GO	2/15/2025	247,911	518	248,429
882806ES7	3/24/2023	Texas St. Tech Univ Rev	2/15/2025	868,074	4,061	872,135
3133ENPY0-A	2/25/2022	FFCB	2/25/2025	971,002	6,006	977,008
3133ENPY0-B	3/11/2022	FFCB	2/25/2025	971,001	6,000	977,001
3130AJHU6	4/14/2024	FHLB	4/14/2025	-	1,445,935	1,445,935
88213AKC8	1/24/2023	Texas St. A&M Univ R	5/15/2025	496,932	1,826	498,758
88213ABW4	3/24/2023	Texas St A&M Univ R	5/15/2025	112,296	359	112,655
91282CEY3	1/23/2023	US Treasury	7/15/2025	976,679	2,364	979,043
2487757W2	2/7/2023	Denton Cnty TX	7/15/2025	1,265,440	10,714	1,276,154
87638QQW2	3/24/2023	Tarrant Cnty TX Cult Hosp Rev	9/1/2025	94,673	785	95,458
3130ARCN9	3/29/2022	FHLB	9/29/2025	960,209	5,627	965,836
3134GX3U6	10/24/2022	Freddie Mac	10/24/2025	995,851	2,622	998,473
3130AUBX1	12/29/2022	FFCB	12/29/2025	997,745	(949)	996,796
79625GFC2	4/13/2022	San Antonio Tx Elec & Gas TXBI	2/1/2026	339,002	1,736	340,738
232769JW0	9/2/2022	Cypress-Fairbanks TX Ind Sch	2/15/2026	502,191	(2,742)	499,449
3130B13E5	4/23/2024	FHLB	4/23/2026	-	1,497,915	1,497,915
3130AMMJ8	6/6/2021	FHLB	6/9/2026	937,110	1,489	938,599
876448DY4	1/24/2023	Tarrant Tx Regl Water Dist	9/1/2026	364,902	1,279	366,181
3134GYH96	2/27/2023	FHLMC	2/24/2026	999,077	626	999,703
4637778E5	2/7/2023	Irving Tx Table	9/15/2026	553,860	4,098	557,958
5370962Z1	1/19/2024	Little Elm TX ISD	8/15/2026	426,689	3,705	430,394
91282CJT9	2/2/2024	US Treasury	1/15/2027	988,359	(2,734)	985,625
3134H1K7	1/26/2024	FHLMC	6/11/2027	997,976	363	998,339
1164753A0	1/24/2024	Brownsville TXD USR	9/1/2027	1,088,949	3,402	1,092,351
3130AXAQ1	1/26/2024	FHLB	9/20/2027	1,002,784	(3,608)	999,176
31242WFF4	1/24/2024	FHLB	1/29/2029	993,590	1,437	995,027
31310B04R7	2/22/2024	FHLB	2/16/2029	997,798	(8,152)	989,646
Total				\$ 42,262,732	\$ 4,733,102	\$ 46,995,834

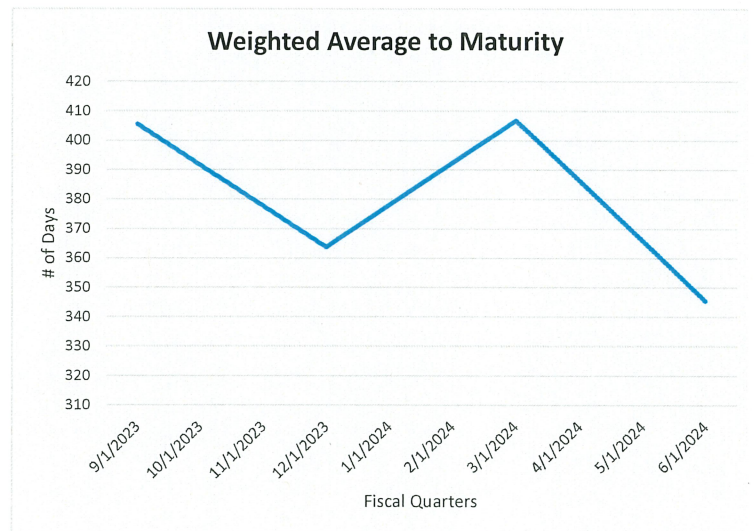
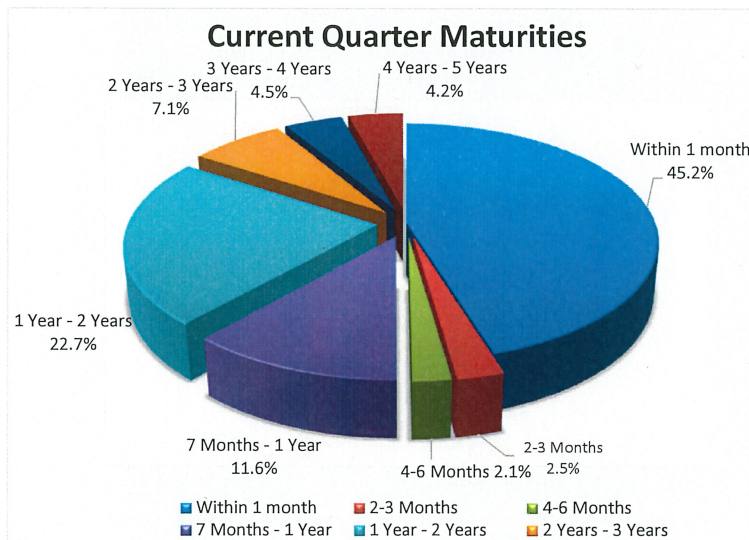
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities, Calls and Withdrawals</u>											
	4/5/2024	3133EMVD1	FFCB	0.33%	4/5/2024		1,000,000	1,000,000	1,650	1,001,650	0.33%
	4/26/2024	3130ARPN5	FHLB	2.61%	4/26/2024		1,000,000	1,000,000	13,050	1,013,050	2.61%
	6/7/2024	3130AMLM2	FHLB	0.38%	6/7/2024		500,000	500,000	938	500,938	0.38%
<u>Purchases</u>											
	4/29/2024	TexStar	TexSTAR				1,000,000	1,000,000	-	1,000,000	5.31%
	4/26/2024	TexPool	TexPool				1,000,000	1,000,000	-	1,000,000	5.31%
	6/25/2024	TexPool	TexPool				2,000,000	2,000,000	-	2,000,000	5.31%
	4/30/2024	3130AJHU6	FHLB	5.22%	4/14/2025		1,500,000	1,434,630	312	1,434,942	5.22%
	4/24/2024	3130B13E5	FHLB	5.75%	4/23/2026		1,500,000	1,500,000	-	1,500,000	5.75%
<u>Income Payments</u>											
	6/30/2024	TexPool	TexPool						118,199	118,199	5.31%
	6/30/2024	TexStar	TexSTAR						65,113	65,113	5.31%
	6/30/2024	TexPool ARPA	TexPool ARPA						25,325	25,325	5.31%
	4/24/2024	3134GX3U6	Freddie Mac	5.15%	10/24/2025				25,750	25,750	5.15%
	5/15/2024	88213ABW4	Texas St A&M Univ R	3.98%	5/15/2025				1,658	1,658	3.98%
	5/15/2024	88213AKC8	Texas St. A&M Univ R	4.30%	5/15/2025				6,849	6,849	4.30%
	5/18/2024	3130APNE1	FHLB	0.90%	11/18/2024				4,500	4,500	0.90%
	6/9/2024	3130AMMJ8	FHLB	0.40%	6/9/2026				7,500	7,500	0.40%
	6/11/2024	3134H1K7	FHLMC	4.98%	6/11/2027				26,000	26,000	4.98%
	6/30/2024	CDARS 1028340563	Bank of Texas	4.50%	1/2/2026		-	-	11,035	11,035	4.50%
	6/30/2024	CDARS 1028340504	Bank of Texas	5.28%	7/5/2024				25,821	25,821	5.28%
Total										\$ 333,699	

Cash/Investment Type	Balance 9/30/2023	Balance 12/31/2023	Balance 3/31/2024	Balance 6/30/2024	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 9,383,606	\$ 7,998,530	\$ 14,170,066	\$ 18,378,702	39%	50.00%
FDIC Ins Inv	5,631	-	-	-	0%	50.00%
Certificates of Deposit	1,500,000	1,500,000	3,000,000	3,000,000	6%	50.00%
US Agency	14,997,932	14,498,862	15,505,023	15,951,159	34%	50.00%
US Treasury	1,983,772	1,986,253	1,984,543	1,987,185	4%	50.00%
Texas Subdivisions	6,837,827	6,413,798	7,964,836	8,001,020	17%	50.00%
Total	\$ 34,708,768	\$ 32,397,443	\$ 42,624,468	\$ 47,318,066	100.00%	



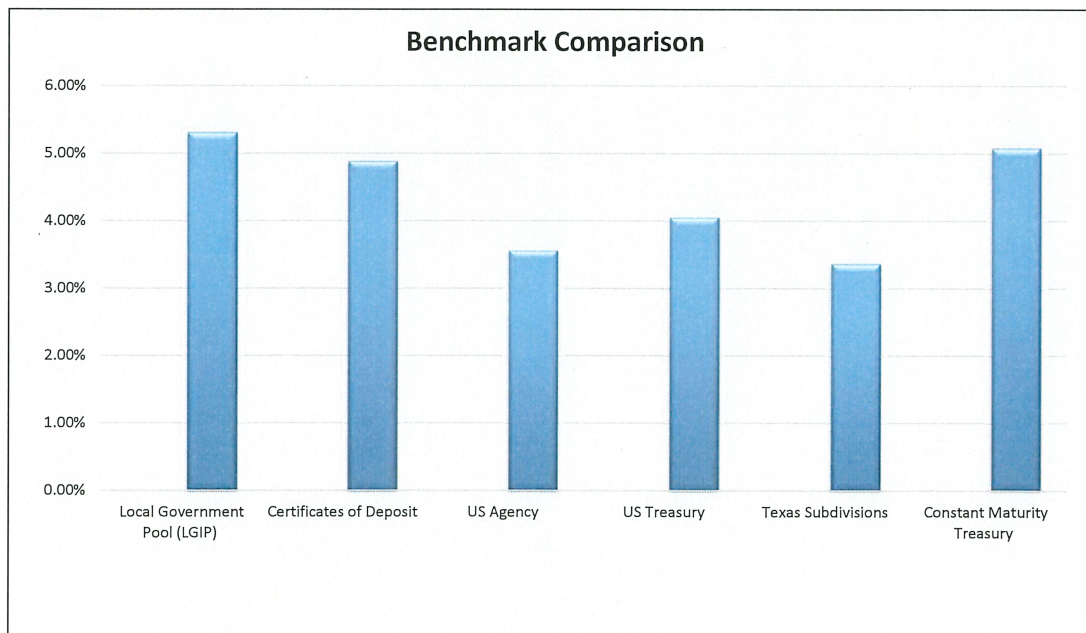
Maturity Time Frame	Balance 9/30/2023	Balance 12/31/2023	Balance 3/31/2024	Balance 6/30/2024	Percent of Portfolio
Within 1 month	\$ 9,389,237	\$ 9,498,530	\$ 16,170,066	\$ 21,378,627	45.2%
2-3 Months	946,520	999,916	500,000	1,205,557	2.5%
4-6 Months	2,499,712	2,500,000	4,199,904	1,000,000	2.1%
7 Months - 1 Year	5,688,750	5,194,745	4,446,712	5,509,516	11.6%
1 Year - 2 Years	9,397,532	9,412,218	8,843,664	10,740,379	22.7%
2 Years - 3 Years	5,787,018	3,792,034	3,362,287	3,375,994	7.1%
3 Years - 4 Years	-	3,101,835	3,101,835	2,107,993	4.5%
4 Years - 5 Years	1,000,000	1,000,000	2,000,000	2,000,000	4.2%
	\$ 34,708,769	\$ 35,499,278	\$ 42,624,468	\$ 47,318,066	100.00%

Liquidity Indicator	Maximum Allowable				
Weighted Average Maturity	405.61	363.74	406.80	345.53	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
6/30/2024	TexPool	TexPool		5.31%	\$ 118,199	\$ -	\$ 118,199
6/30/2024	TexStar	TexSTAR		5.31%	65,113	-	65,113
6/30/2024	TexPool ARPA	TexPool ARPA		5.31%	25,325	-	25,325
6/30/2024	CDARS 1028340563	Bank of Texas	4.40%	4.50%	11,035	(125)	10,910
6/30/2024	CDARS 1028340504	Bank of Texas	5.15%	5.28%	25,821	(278)	25,543
4/5/2024	3133EMVD1	FFCB	0.33%	0.33%	1,650	(1,504)	146
4/24/2024	3134AGX3UG	Freddie Mac	5.15%	5.15%	25,750	(12,875)	12,875
4/26/2024	3130ARPN5	FHLB	2.61%	2.61%	13,050	(11,165)	1,885
5/15/2024	88213ABW4	Texas St A&M Univ R	2.88%	3.98%	1,658	(531)	1,127
5/15/2024	88213AKC8	Texas St. A&M Univ R	2.69%	4.30%	6,849	(1,489)	5,360
5/18/2024	3130APNE1	FHLB	0.90%	0.90%	4,500	(2,250)	2,250
6/7/2024	3130AMLM2	FHLB	0.38%	0.38%	938	(589)	349
6/9/2024	3130AMMJ8	FHLB	1.50%	0.40%	7,500	(3,750)	3,750
6/11/2024	3134H1K7	FHLMC	5.20%	4.98%	26,000	(13,134)	12,866
6/30/2024	3130AJHU6	FHLB	0.50%	5.22%	312	12,339	12,651
6/30/2024	386166JC7	Grand Praire TX TXbl Ref	3.00%	1.60%	-	1,269	1,269
6/30/2024	442349EL6	Houston Tx apt Sys Rev	1.27%	4.10%	-	9,947	9,947
6/30/2024	91282CEY3	US Treasury	3.00%	3.97%	-	9,777	9,777
6/30/2024	2487757W2	Denton Cnty TX	0.77%	4.11%	-	13,077	13,077
6/30/2024	3130AXAQ1	FHLB	5.70%	4.96%	-	13,938	13,938
6/30/2024	79625GFC2	San Antonio Tx Elec & Gas TXBI	3.15%	3.15%	-	2,752	2,752
6/30/2024	91282CJT9	US Treasury	4.00%	4.16%	-	10,364	10,364
6/30/2024	237269JWO	Cypress-Fairbanks Tx Ind Sch	5.00%	3.52%	-	4,523	4,523
6/30/2024	811275HB5	Scurry Rosser TX ISD	3.00%	0.45%	-	240	240
6/30/2024	983064YX8	City of Wylie, TX GO	3.00%	0.25%	-	166	166
6/30/2024	882806ES7	Texas St. Tech Univ Rev	2.96%	3.86%	-	8,445	8,445
6/30/2024	3134GYH96	FHLMC	5.20%	5.20%	-	13,000	13,000
6/30/2024	3133ENPY0-A	FFCB	1.75%	1.76%	-	4,403	4,403
6/30/2024	3133ENPY0-B	FFCB	1.75%	1.92%	-	4,786	4,786
6/30/2024	876448DY4	Tarrant Tx Regl Water Dist	0.75%	4.00%	-	3,749	3,749
6/30/2024	87638QQW2	Tarrant Cnty TX Cult Hosp Rev	1.39%	4.12%	-	988	988
6/30/2024	4637778E5	Irving Tx Table	1.47%	4.18%	-	5,942	5,942
6/30/2024	3136G43H4	FHLB	0.40%	0.44%	-	1,108	1,108
6/30/2024	3130ARCN9	FHLB	2.00%	2.00%	-	5,000	5,000
6/30/2024	1164753A0	Brownsville TXD USR	1.48%	4.50%	-	12,644	12,644
6/30/2024	3130AUBX1	FFCB	5.00%	5.00%	-	12,500	12,500
6/30/2024	3130B04R7	FHLB	4.65%	4.65%	-	11,625	11,625
6/30/2024	31424WFF4	FHLB	5.17%	5.17%	-	12,925	12,925
6/30/2024	5370962Z1	Little Elm TX ISD	0.00%	4.50%	-	5,025	5,025
6/30/2024	3130B13E5	FHLB	5.38%	5.75%	-	15,309	15,309

\$ 333,699 \$ 148,152 \$ 481,851



CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending June 30, 2024

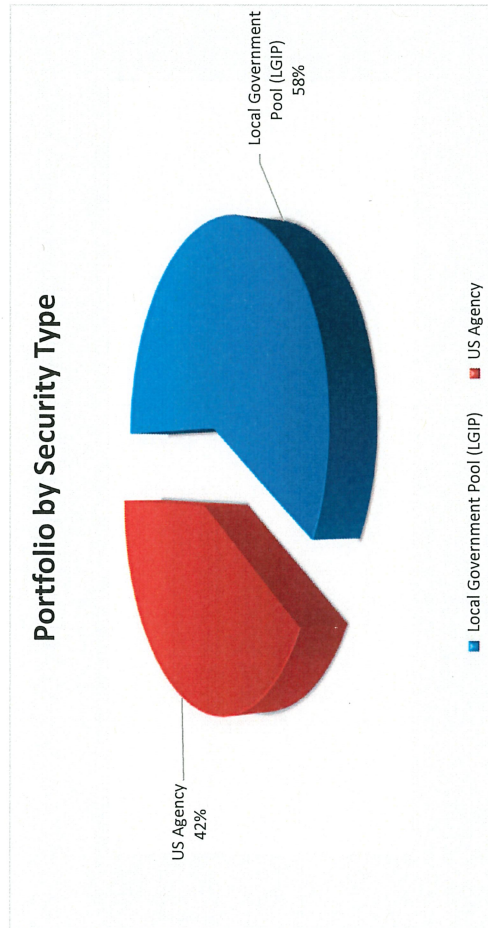
Total Portfolio Summary			
	Current Quarter 6/30/2024	Prior Quarter 3/31/2024	Change From Prior Quarter
Book Value	\$ 69,292,788	\$ 80,895,641	\$ (11,602,853)
Market Value	\$ 69,259,843	\$ 80,849,526	\$ (11,589,683)
Weighted Average Maturity - Days	79	99	(20)
Weighted Average Yield	5.15%	5.18%	-0.03%
Earned Income	\$ 1,226,509	\$ 1,176,651	\$ 49,858
Earned Income - Year-to-Date	\$ 3,539,384	\$ 2,312,875	\$ 1,226,509

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of June 30, 2024, the City of Sherman's debt proceeds portfolio had a book value of about \$69.3 million, which approximates the market value. Of this amount, \$40.2 million was held in Local Government Investment Pools (LGIP) and \$29.1 million was held in U.S. Agency Securities.

The portfolio value decreased by \$11.6 million from the previous quarter due to draws for project payments.

The weighted average yield on the portfolio was 5.15%, 32 basis points below the 4-week Constant Maturity Treasury Index of 5.47%, and 3 basis points below the previous quarter.



Mary Lawrence

Mary Lawrence, Chief Financial Officer and City of Sherman Investment Officer

Jana Walker

Jana Walker, Controller and City of Sherman Investment Officer

Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2023 Certificates of Obligation		LGIP	TexPool	7/1/2024	37,470,549	100.00	37,470,549	37,470,549	100.00	37,470,549	1	5.31%
TexPool	2024 Tax Notes		LGIP	TexPool	7/1/2024	2,702,287	100.00	2,702,287	2,702,287	100.00	2,702,287	1	5.31%
31300AMZQ8	2021 Certificates of Obligation	06/30/21	US Agency-Callable	FHLB	8/30/2024	1,000,000	100.00	1,000,000	1,000,000	99.21	992,114	61	0.51%
3130AMHGO	2021 Certificates of Obligation	05/27/21	US Agency-Callable	FHLB	11/26/2024	1,000,000	100.00	1,000,000	1,000,000	97.92	979,171	149	0.48%
3130AXYF9	2023 Certificates of Obligation	12/06/23	US Agency-Callable	FHLB	6/6/2025	7,500,000	100.00	7,500,000	7,500,000	100.00	7,500,344	341	5.45%
313385ACO	2023 Certificates of Obligation	02/23/24	US Agency	FHLB	1/3/2025	10,000,000	95.73	9,573,438	9,746,815	97.36	9,736,712	187	5.12%
313384G60	2023 Certificates of Obligation	02/14/24	US Agency	FHDN	9/20/2024	10,000,000	96.96	9,695,529	9,873,137	98.78	9,878,667	82	5.22%
Total						\$ 69,672,836		\$68,941,803	\$ 69,292,788		\$ 69,259,843		

CUSIP	Security Type / Description	Maturity Date	Market Value 3/31/2024	Change in Market Value	Market Value 6/30/2024
TexPool 2023 CO	LGIP		48,060,494	(10,589,945)	37,470,549
TexPool 2024 Tax Notes	LGIP		3,965,899	(1,263,612)	2,702,287
31300AMZQ8-FHLB 2021 CO	US Agency-Callable	8/30/2024	979,808	12,306	992,114
3130AMHGO-FHLB 2021 CO	US Agency-Callable	11/26/2024	969,806	9,365	979,171
3130AXYF9-FHLB 2023 CO	US Agency-Callable	6/6/2025	7,497,464	2,880	7,500,344
313385ACO-FHLB 2023 CO	US Agency	1/3/2025	9,622,211	114,501	9,736,712
313384G60-FHDN 2023 CO	US Agency	9/20/2024	9,753,844	124,823	9,878,667
Total			\$ 80,849,526	\$ (11,589,683)	\$ 69,259,843

Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Project Payments/Draws</u>										
4/29/2024	TexPool 2023 CO	LGIP			3,955,930		3,955,930	-	3,955,930	
5/30/2024	TexPool 2023 CO	LGIP			2,148,749		2,148,749	-	2,148,749	
6/21/2024	TexPool 2023 CO	LGIP			5,081,636		5,081,636	-	5,081,636	
4/5/2024	TexPool 2024 Tax Notes	LGIP			1,300,420		1,300,420	-	1,300,420	
<u>Deposits/Purchases</u>										
4/1/2024	TexPool 2023	LGIP			10,147		10,147	-	10,147	
<u>Income Payments</u>										
4/30/2024	Texpool 2024 Tax Notes	LGIP						12,968	12,968	5.31%
4/30/2024	TexPool 2023 CO	LGIP						208,812	208,812	5.31%
5/31/2024	TexPool 2023 CO	LGIP						199,808	199,808	5.32%
5/31/2024	Texpool 2024 Tax Notes	LGIP						12,093	12,093	5.32%
6/30/2024	TexPool 2023 CO	LGIP						17,603	17,603	5.31%
6/30/2024	Texpool 2024 Tax Notes	LGIP						11,747	11,747	5.31%
5/26/2024	3130AMHGO	US Agency-Callable	0.48%					2,375	2,375	0.48%
6/9/2024	3130AXYF9	US Agency-Callable	5.45%					204,375	204,375	5.45%
Total								\$ 669,781		

Cash / Investment Type	Balance 9/30/2023	Balance 12/31/2023	Balance 3/31/2024	Balance 6/30/2024	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 84,063,016	\$ 74,088,646	\$ 52,026,393	\$ 40,172,836	57.98%	100.00%
FDIC Insured Investment (Ins Inv)	908,670	1,255	-	-	0.00%	100.00%
US Agency	2,000,000	9,500,000	28,869,248	29,119,952	42.02%	100.00%
Total	\$ 86,971,686	\$ 83,589,901	\$ 80,895,641	\$ 69,292,788	100.00%	

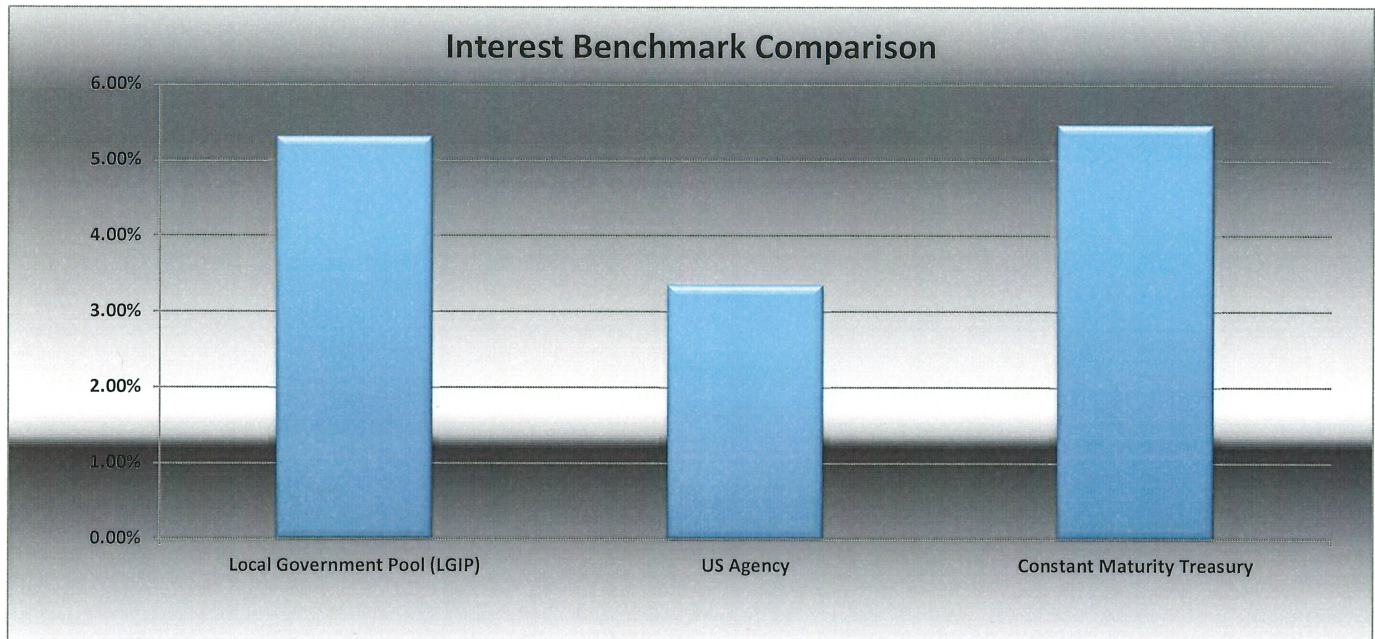


CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 6/30/2024

Maturity Time Frame	Balance 9/30/2023	Balance 12/31/2023	Balance 3/31/2024	Balance 6/30/2024	Percent of Portfolio	Maximum Allowable
Within 1 month	\$ 84,971,686	\$ 74,089,901	\$ 52,026,393	\$ 40,172,836	58.0%	100%
2 months - 1 year	-	2,000,000	21,369,248	\$ 29,119,952	42.0%	
1 year - 2 years	2,000,000	7,500,000	7,500,000	-	0.0%	
2 years - 3 years	-	-	-	-	0.0%	
3 years - 4 years	-	-	-	-	0.0%	
	\$ 86,971,686	\$ 83,589,901	\$ 80,895,641	\$ 69,292,788		

Liquidity Indicator				
Weighted Average Maturity	9.69	54.68	99.45	78.51

Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
4/30/2024	Texpool 2023 CO	LGIP		5.31%	\$ 208,812	-	208,812
4/30/2024	TexPool 2024 Tax Notes	LGIP		5.31%	\$ 12,968	-	12,968
5/31/2024	Texpool 2023 CO	LGIP		5.32%	\$ 199,808	-	199,808
5/31/2024	TexPool 2024 Tax Notes	LGIP		5.32%	\$ 12,093	-	12,093
6/30/2024	TexPool 2024 Tax Notes	LGIP		5.31%	\$ 11,747	-	11,747
6/30/2024	Texpool 2023 CO	LGIP		5.31%	\$ 17,603	-	177,603
6/30/2024	3130AMHGO-FHLB 2021 CO	US Agency-Callable		0.48%	\$ 2,375	(1,188)	1,187
6/30/2024	31300AMZQ8-FHLB 2021 CO	US Agency-Callable		0.51%	\$ -	1,275	1,275
6/30/2024	3130AXYF9-FHLB 2023 CO	US Agency-Callable		5.45%	\$ 204,375	(102,187)	102,188
6/30/2024	313384G60-FHDN 2023 CO	US Agency		5.22%	\$ -	253,113	253,113
6/30/2024	313385ACO-FHLB 2023 CO	US Agency		5.12%	\$ -	245,715	245,715
					\$ 669,781	\$ 396,728	\$ 1,226,509





City Council Regular Meeting

Agenda Item No. G.4.

Meeting Date: 8/5/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Teri Fine, Assistant to the City Manager

Caption:

*** Other Business**

Emergency Replacement of the 512' Sewer Line from Hoard to Ross for the Distribution Services Department from Hayes Construction.

Issue:

To consider approval of a resolution to replace the 512' sewer line from Hoard to Ross. The repairs will be performed by Hayes Construction for the Distribution Services Department.

Background:

The sewer main from Hoard to Ross between Elizabeth and May is an old clay tile line that has been in service for several years and is now collapsing. It is on the weekly cleaning schedule and in the past few months, when it can be cleaned, we are pulling back chunks of clay tile. The line runs behind the houses and the area is full of trees. The best way to resolve this problem without removing several trees is to have a contractor bore a new line. The city has used this company several times and find them to be very competent and timely in their work.

Origination:

Department of Public Works

Financial Consideration:

The emergency replacement of the 512' sewer line will be using the services of Hayes Construction for \$138,889.00. The City's Distribution Services budget will be utilized to fund the replacement.

Staff Recommendation:

It is recommended that staff be authorized to hire Hayes Construction for the emergency replacement of the sewer line from Hoard to Ross.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Hayes Construction
2. Location Map
3. Signed Contract
4. Performance Bonds

ESTIMATE

Hayes Construction, LLC.
205 Cody Lane
Sherman, Texas 75092

lara@hayesconstruction.org
+1 (469) 512-7290



Bill to

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

Estimate details

Estimate no.: E-24066
Estimate date: 07/15/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Mobilization	payment, performance and 1 year maintenance bonding included	1	\$6,500.00	\$6,500.00
2.	Replace sewer line	6" HDPE DR 17 IPS	512	\$97.00	\$49,664.00
3.	Sewer manhole	remove and dispose of existing manhole pour new concrete bottom and concrete top ring and tie in new sewer main Note: fiberglass manhole, ring and cover provided by others	3	\$9,975.00	\$29,925.00
4.	Service Tap	12 ea service taps and tie ins	12	\$3,800.00	\$45,600.00
5.	Sod repair	max 300 sq ft per house, St. Augustine or Bermuda only	12	\$600.00	\$7,200.00
Total					\$138,889.00

Note to customer

Elizabeth St sewer project

Account:

770-7100-88100

Project code
22-004



**CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND HAYES CONSTRUCTION, LLC**

The City of SHERMAN, Texas, a home-rule municipality ("SHERMAN"), and Hayes Construction, LLC, a limited liability company ("Contractor"), enter into this Construction Agreement ("Agreement") for emergency repairs to Hoard Street sewer line. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with emergency repairs to Hoard Street sewer line under the terms and conditions of this Agreement ("Project");

WHEREAS, Sherman finds that the expenditure of funds pursuant to this Agreement is exempt from competitive bidding requirements under Sections 252.022(a)(1)-(3) of the Texas Local Government Code; and

WHEREAS, Sherman issued a Request for Quote (RFQ); and

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

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

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

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

1. Scope of Services.

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

Construction Agreement – Emergency Repairs to Hoard Street Sewer Line

Page 1 of 14

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 ten (10) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within thirty (30) calendar days of the Mobilization Date. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed One Hundred Thirty-Eight Thousand Eight Hundred Eighty-Nine and 00/100 dollars (\$138,889.00) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

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

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

4. Agreement Documents.

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

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

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

5. Liquidated Damages.

Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars (\$250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment, Performance and Maintenance Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to SHERMAN's final acceptance of the Project, Contractor shall furnish to SHERMAN a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues SHERMAN may have regarding the Project after SHERMAN finally accepts the same.

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

7. Entire Agreement.

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

8. Required Insurance.

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

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as

Construction Agreement – Emergency Repairs to Hoard Street Sewer Line

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,

Construction Agreement – Emergency Repairs to Hoard Street Sewer Line

SHERMAN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN'S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

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

11. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.
12. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.
13. Termination.
SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

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

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

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

14. Authority to Execute.

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

15. Assignment.

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

16. No Waiver of Immunity.

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

express or implied, other than those set forth herein.

17. Savings/Severability.

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

18. Consideration.

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

19. Attorneys' Fees.

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

20. Governing Law; Venue.

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

21. Binding Effect.

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

22. No Waiver.

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

23. Headings.

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

24. Indemnity.

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

25. Notice.

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

If to Contractor, to: Hayes Construction, LLC.
205 Cody Lane
Sherman, TX 75092

Telephone: 469-512-7290
Email: Lara@hayesconstruction.org

If to SHERMAN, to: City of SHERMAN
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

With a copy to:

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

26. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.

When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.

When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.

In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City,

including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.

SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.

SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. Multiple Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager

Date: _____

ATTEST:

Linda Ashby, City Clerk

APPROVED AS TO FORM:

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

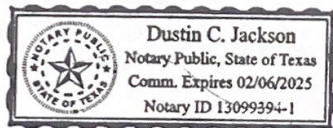
Hayes Construction, LLC
a Limited Liability Company

By: [Signature]
Printed Name: Lara Jackson
Title: Director of operations
Date: 8/1/24

STATE OF TEXAS §
 §
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Lara Jackson
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 Director of operations and duly authorized representative for Hayes
Construction, LLC and that he executed said instrument for the purposes and consideration
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of
AUG, 2023.



[Signature]
Notary Public in and for the State of TEXAS
My Commission Expires: 2-6-2025

Exhibit C
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Grayson §

I, Lara Jackson, 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.

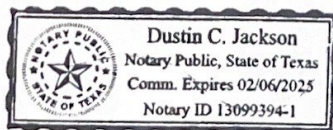
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 1st day of August, 2024

[Signature] Director of operations
Signature of Official/Title

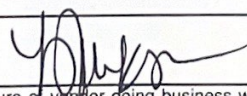
BEFORE ME, the undersigned authority, this day personally appeared Lara Jackson, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 1 day of Aug, 2024



Notary Public in and for the State of TEXAS
My commission expires: 2-6-2025

EXHIBIT D

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.	<u>Hayes Construction, LLC.</u>	
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. <u>N/A</u> 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 <u></u> Signature of vendor doing business with the governmental entity <u>8/1/24</u> Date		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PERFORMANCE BOND

BOND NO. 4472010 _____

STATE OF TEXAS §
 §
COUNTY OF Grayson §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **Hayes Construction, LLC** (Name of Contractor) of Sherman (City) Grayson County, State of Texas as PRINCIPAL and SureTec Insurance Company _____ (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 One Hundred Thirty-Eight Thousand Eight Hundred Eighty-Nine and 00/100 Dollars (\$138,889.00) 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 **Emergency Repairs to Hoard Street Sewer Line** (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.

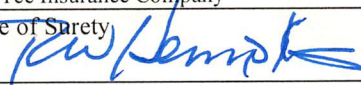
IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this 1st day of August, 2024.

PRINCIPAL:

Hayes Construction, LLC
Name of Contractor

Signature
Lara Jackson, Director of Operations
Printed Name and Title
205 Cody Ln.
Address
Sherman, TX 75092
City, State, Zip

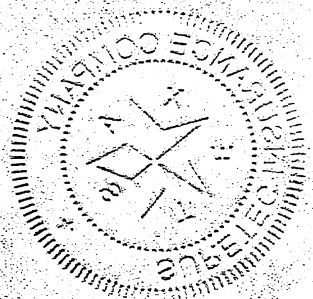
SURETY:

SureTec Insurance Company
Name of Surety


Signature
Robert W. Hemphins, Attorney-in-fact
Printed Name and Title
431 W. Crawford
Address
Denison, TX 75020
City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:





PAYMENT BOND

BOND NO. 4472010

STATE OF TEXAS §

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT **Hayes Construction, LLC** (Name of Contractor) of Sherman (City) Grayson County, State of Texas as PRINCIPAL, as PRINCIPAL and SureTec Insurance Company (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 One Hundred Thirty-Eight Thousand Eight Hundred Eighty-Nine and 00/100 Dollars (\$138,889.00) 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 **Emergency Repairs to Hoard Street Sewer Line** (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 1st day of August 2024.

PRINCIPAL:

Hayes Construction, LLC
Name of Contractor

Signature
Lara Jackson, Director of Operations

Printed Name and Title

205 Cody Ln.

Address

Sherman, TX 75092

City, State, Zip

SURETY:

SureTec Insurance Company
Name of Surety

Signature
Robert W. Hemphins, Attorney-in-fact

Printed Name and Title

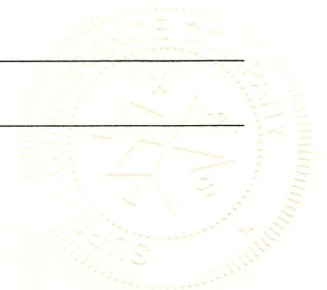
431 W. Crawford

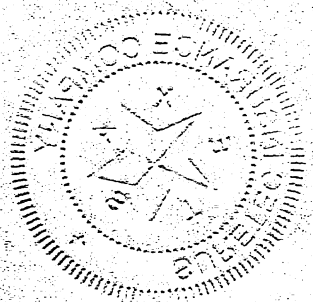
Address

Denison, TX 75020

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:





MAINTENANCE BOND

BOND NO. 4472010 _____

STATE OF TEXAS §
 §
 COUNTY OF Grayson §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **Hayes Construction, LLC** (Name of Contractor) of Sherman (City) Grayson County, State of Texas as PRINCIPAL and SureTec Insurance Company _____ (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 One Hundred Thirty-Eight Thousand Eight Hundred Eighty-Nine and 00/100 Dollars (\$138,889.00) 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 **Emergency Repairs to Hoard Street Sewer Line** (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
 1st _____ day of August _____, 2024_____.

PRINCIPAL:
Hayes Construction, LLC

 Name of Contractor

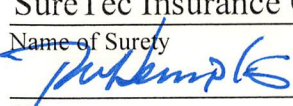
 Signature
Lara Jackson, Director of Operations

 Printed Name and Title
205 Cody Ln.

 Address
Sherman, TX 75092

 City, State, Zip

SURETY:
SureTec Insurance Company

 Name of Surety


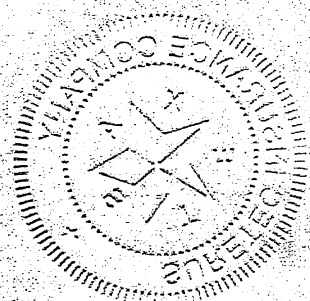
 Signature
Robert W. Hemphins, Attorney-in-fact

 Printed Name and Title
431 W. Crawford

 Address
Denison, TX 75020

 City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:



SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Bradley W. Hemphkins, Robert W. Hemphkins, Wilma K. Hemphkins, Jennifer French

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Million and 00/100 Dollars (\$2,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 8th day of November, A.D. 2023.

SURETEC INSURANCE COMPANY

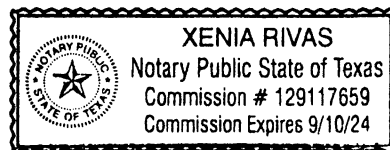
By: Michael C. Keimig
Michael C. Keimig, President



State of Texas
County of Harris

ss:

On this 8th day of November, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Rivas
Xenia Rivas, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 01 day of August, 2024, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221823
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

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
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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
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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
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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
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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