

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
MUNICIPAL BALLROOM
405 N. RUSK ST
SHERMAN, TEXAS
MONDAY, SEPTEMBER 16, 2024
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY DEPUTY MAYOR SHAWN TEAMANN**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 3, 2024.**

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Proclamations

D.1. PROCLAMATION

"Constitution Week" -- September 17-23, 2024

D.2. PROCLAMATION

"National Night Out Day" -- October 1, 2024

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6765 (TABLED AT THE AUGUST 19, 2024 CITY COUNCIL MEETING)

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow An Electric Power Substation or Generating including Ground-Mounted Solar and Wind in an R-6 (Single Family Residential) District, Located At 1512 Interurban Parkway, Consisting Of 45.107 acres being a part of the Elizabeth Jones Survey, Abstract 628, City Of Sherman, Grayson County, Texas Cedar Ridge Development (Owner), Holley Energy Solutions, LLC (Representative) and Underwood Drafting & Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6773

Recognizing the Termination of Sherman Tax Increment Financing Reinvestment Zone Number Three (TIRZ

#3) By Operation of Law; Dissolving the Board of Directors and Tax Increment Fund for TIRZ #3; Directing that Any Money Remaining in the TIRZ #3 Fund be Paid to the City of Sherman

E.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6774

Repealing Ordinance No. 6354 and Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land, Consisting Of 438.99 Acres In The John Jennings Survey, Abstract No. 647, And The Uriah Burns Survey, Abstract No. 121, City Of Sherman, Grayson County, Texas, Located In The 3500-4500 Blocks Of North F.M. 1417 (Heritage Parkway) And The 600-1900 Blocks Of West U.S. Highway 82, Heretofore Zoned Planned Development (PD) District; Providing That The Tract Is Rezoned And Placed In The Planned Development (PD) Zoning Classification With Modified Development Standards; Describing The Tract To Be Rezoned; Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

F.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6773 & 6774.

F.2. ORDINANCE NO. 6765 (TABLED AT THE AUGUST 19, 2024 CITY COUNCIL MEETING)

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow An Electric Power Substation or Generating including Ground-Mounted Solar and Wind in an R-6 (Single Family Residential) District, Located At 1512 Interurban Parkway, Consisting Of 45.107 acres being a part of the Elizabeth Jones Survey, Abstract 628, City Of Sherman, Grayson County, Texas Cedar Ridge Development (Owner), Holley Energy Solutions, LLC (Representative) and Underwood Drafting & Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Resolutions

G.1. RESOLUTION NO. 7355

Authorizing Execution of an Economic Development Program Agreement with Sunny Delight Beverages Co. for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code for Tangible Personal Property Improvements.

G.2. RESOLUTION NO. 7356

Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with Pape-Dawson Engineers, Inc. for Major Infrastructure Improvements

G.3. * RESOLUTION NO. 7357

Awarding a Bid to and Authorizing Execution of a Contract Between Kitching & Co LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Miscellaneous Water Line Improvements 2022

G.4. * RESOLUTION NO. 7358

Authorizing Execution of a Professional Services Agreement with Halff Associates, Inc. for the Lamberth Road Post Oak Creek Crossing - Phase 2

G.5. * RESOLUTION NO. 7359

Authorizing Execution of a Joint Grant Application with the City Of Denison, and Grayson County for, and the Acceptance of, A Grant Funding to be Awarded by the U.S. department of Justice Under the 2023 Justice Assistance Grant Program. - CFDA #16.738

G.6. * RESOLUTION NO. 7360

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

Authorizing Execution of an Interlocal Agreement between the City of Sherman, the City of Denison, and Grayson County for Grant Funding to be Awarded by the U.S. Department of Justice under the 2024 Justice Assistance Grant Program – CFDA #16.738

G.7. * RESOLUTION NO. 7361

Authorizing Submission of an Application for a Grant Awarded by the Texas Department of Transportation under the Routine Airport Maintenance Program (RAMP) to Fund Improvements at the Sherman Municipal Airport; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

G.8. * RESOLUTION NO. 7362

Repealing and Replacing Resolution No. 7165; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Firefighters and Police Officers; Providing for an Effective Date

G.9. * RESOLUTION NO. 7363

Authorizing Execution of An Easement to Oncor Electric Delivery Company, LLC for the Installation of Overhead and/or Underground Electric Supply to the Wastewater Treatment Plant Expansion

G.10. * RESOLUTION NO. 7364

Amending the 2023-2024 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2023 through September 30, 2024

G.11. * RESOLUTION NO. 7365

Authorizing Execution of a Second Payment of Funds Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations to 124 S. Crockett Street to David Downtain, D/B/A RP Sherman Properties II, LLC

OTHER BUSINESS

H.1. OTHER BUSINESS

Site Plan of Heritage Ranch Multi-Family Phase 1, Tract 1, consisting of 14.650 acres of land located in the 300-1000 Blocks West Highway 82 in the Heritage Ranch PD (Planned Development)/75&82 Overlay District.

COUNCIL COMMENTS

EXECUTIVE SESSION

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

J.1. TEX. GOV'T CODE § 551.071

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

J.2. TEX. GOV.'T CODE § 551.072

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

J.3. TEX. GOV'T CODE § 551.073

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

J.4. TEX. GOV'T CODE § 551.074

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

J.5. TEX. GOV'T CODE § 551.076

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

J.6. TEX. GOV'T CODE § 551.087

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

J.7. TEX. GOV'T CODE § 551.089

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

COUNCIL CALENDAR

L.1. COUNCIL CALENDAR

2024 and 2025 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 (317 S. Travis) of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, September 13, 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 13th day of September 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.

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

At the discretion of the City Council, non-agenda items under the headings of “Citizens Requests”, “Media Questions”, and “Council Concerns” may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

David Plyler

Deputy Mayor

Shawn C. Teamann

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
Daron Holland, Council – District #4

STATE OF TEXAS §
 September 3, 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 Municipal Ballroom on September 3, 2024.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:03 p.m. The Pledge of Allegiance and Invocation were led by Council Member Josh Stevenson.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of August 19, 2024. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Holland; 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 Howeth moved to approve the Consent Agenda, as presented. Second by Council Member Stevenson. All present voted AYE.

SPECIAL PRESENTATION

TO PRESENT LIFE SAVING AWARDS TO PATROL OFFICER CHAD JOHNSON, PATROL OFFICER KENDALL FOSTER, AND PATROL OFFICER ALBERT TORRES

Jason Jeffcoat, Police Chief, recognized three Police Officers, Chad Johnson, Kendall Foster, and Steve Torres, for their lifesaving efforts on May 3, 2024, when a 10 year old child called 911 for her unconscious father. The officers arrived and began lifesaving measures, until the EMS arrived. The father survived his medical emergency.

LIFESAVING AWARDS

Mayor Plyler introduced Ordinance No. 6766 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING AS ELECTED THE UNOPPOSED CANDIDATES FOR THE OFFICE OF MAYOR AND CITY COUNCIL MEMBER FOR AT-LARGE, PLACE 1 AND AT-LARGE, PLACE 2;

ORD 6766
CANCELING
NOV. 5, 2024
REGULAR ELECTION

FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT THE NOVEMBER 5, 2024 REGULAR MUNICIPAL ELECTION FOR CITY COUNCIL SHALL NOT BE HELD; PROVIDING FOR POSTING OF THIS ORDINANCE ON ELECTION DAY, NOVEMBER 5, 2024; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Linda Ashby, City Clerk, explained that this ordinance will cancel the November 5, 2024 Election because there were no opposed candidates. The Mayor and Council Members will be sworn in at the normal time after the Election would have been held.

No citizens appeared before the City Council to discuss Ordinance No. 6766.

Mayor Plyler introduced Ordinance No. 6767 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5562 AND ADOPTING THIS ORDINANCE TO GRANT TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE GAS PIPELINES AND EQUIPMENT IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPT AD VALOREM TAXES; AND PROVIDING FOR SAVINGS/REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

ORD 6767
ATMOS ENERGY
FRANCHISE

Mary Lawrence, Chief Financial Officer, said this ordinance is for a franchise agreement with Atmos Energy for the use of the City's rights-of-way and streets. The payment of 5% of gross revenues is unchanged from the previous franchise agreement. This agreement updates and clarifies the language.

No citizens appeared before the City Council to discuss Ordinance No. 6767.

Mayor Plyler introduced Ordinance No. 6768 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A

ORD 6768
ATMOS NEGOTIATED
SETTLEMENT

BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

Ms. Lawrence said this agreement is also with Atmos Energy, but is unrelated to the franchise agreement, and concerns what citizens pay for gas service.

Sherman is a member of the Atmos Steering Committee, that deals with rate reviews. After reviewing Atmos' request for a rate increase, the Steering Committee negotiated for a reduced amount. The estimated increase is about \$5.52 per month for the average household. This is less than other cities are experiencing with their rates.

No citizens appeared before the City Council to discuss Ordinance No. 6768.

Mayor Plyler introduced Ordinance No. 6769 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 13 (UTILITIES), ARTICLE 13.06 (SOLID WASTE); ESTABLISHING REQUIREMENTS FOR COMMERCIAL SOLID WASTE AND RECYCLING CONTAINER ENCLOSURES; MODIFYING CERTAIN FEES AND OTHER REGULATIONS RELATING TO SOLID WASTE COLLECTION AND REMOVAL; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ORD 6769
SOLID WASTE RATES

Jimmy Mrozinski, Solid Waste Superintendent, said the update to this ordinance removed some outdated recycling information, updated the fees and rates, and added some standards for enclosures.

No citizens appeared before the City Council to discuss Ordinance No. 6769.

Mayor Plyler introduced Ordinance No. 6770 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 13 (UTILITIES), ARTICLE 13.09 (SERVICE FEES); MODIFYING CERTAIN FEES AND OTHER REGULATIONS RELATED TO LABORATORY TESTING FEES, INDUSTRIAL PRETREATMENT PROGRAM ADMINISTRATIVE FEES, AND FATS, OIL AND GREASE PROGRAM ADMINISTRATIVE FEES; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE,

ORD 6770
UTILITY LAB FEES

SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Kylar Christison, Wastewater Project Manager, said this ordinance updated the industrial pretreatment program and laboratory fees. It has been many years since they were updated and the costs have increased.

No citizens appeared before the City Council to discuss Ordinance No. 6770.

Mayor Plyler introduced Ordinance No. 6771 and called for a public hearing:

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2024A (CITY OF SHERMAN PROJECT), AND APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY.

ORD 6771
REVENUE BONDS
FOR GTUA UTILITY
PROJECTS

Ms. Lawrence said the Greater Texoma Utility Authority recently sold about \$92 million in bonds.

Gary Kimball, President, Specialized Public Finance, Inc

Mr. Kimball is the City's Financial Advisor, and presented a summary of the Revenue Bond offering. There were \$82.26 million in projects, that would be administered by GTUA, for the City. The offering ended at \$91.88 million, because of better than expected interest rates. There was also a very good bond insurance bid that was \$400,000 better than budgeted. There were two bidders for the offering. The winner came in with 7.2 basis points. The bond rating was affirmed as an A, by Standard and Poor.

No citizens appeared before the City Council to discuss Ordinance No. 6771.

Mayor Plyler introduced Ordinance No. 6772 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE 2024-2025 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT.

ORD 6772
BEL AIR VILLAGE
PID SERVICE PLAN

Clint Philpott, Assistant City Manager, said this was for approval of the annual assessment and service plan for the Bel Air Village PID, which will now be considered annually.

Joshua Arendt, Vice President, MuniCap, Inc.

Mr. Arendt highlighted several areas that were included in the annual report. These include the cost of improvements, the annual budget for the debt service, that there were no changes to the assessment methodology, any parcels or subdivisions, and any pre-payments. There has been one property owner that paid their assessments in full, and will no longer owe any annual amount.

No citizens appeared before the City Council to discuss Ordinance No. 6772.

The Public Hearing was closed.

Ordinance 6766

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING AS ELECTED THE UNOPPOSED CANDIDATES FOR THE OFFICE OF MAYOR AND CITY COUNCIL MEMBER FOR AT-LARGE, PLACE 1 AND AT-LARGE, PLACE 2; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT THE NOVEMBER 5, 2024 REGULAR MUNICIPAL ELECTION FOR CITY COUNCIL SHALL NOT BE HELD; PROVIDING FOR POSTING OF THIS ORDINANCE ON ELECTION DAY, NOVEMBER 5, 2024; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

ORD 6766
CANCELING
NOV. 5, 2024
REGULAR ELECTION

Ordinance 6767

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5562 AND ADOPTING THIS ORDINANCE TO GRANT TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE GAS PIPELINES AND EQUIPMENT IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPT AD VALOREM TAXES; AND PROVIDING FOR SAVINGS/REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

ORD 6767
ATMOS ENERGY
FRANCHISE

Ordinance 6768

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE

ORD 6768
ATMOS NEGOTIATED
SETTLEMENT

DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

Ordinance 6769

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 13 (UTILITIES), ARTICLE 13.06 (SOLID WASTE); ESTABLISHING REQUIREMENTS FOR COMMERCIAL SOLID WASTE AND RECYCLING CONTAINER ENCLOSURES; MODIFYING CERTAIN FEES AND OTHER REGULATIONS RELATING TO SOLID WASTE COLLECTION AND REMOVAL; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

**ORD 6769
SOLID WASTE RATES**

Council Member Stevenson asked if the enclosure standards were permanent for businesses or were for construction. Mr. Mrozinski said they were permanent enclosures after the construction is complete, and added some stipulations for private haulers.

Deputy Mayor Teamann verified that the new standards were for new permits only, and pre-existing would continue to be a non-conforming use.

Deputy Mayor Teamann also asked about the number of trash cans allowed. Robby Hefton, City Manager, said two cans of trash are allowed for each residence. Additional cans can be added for a fee.

Ordinance 6770

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 13 (UTILITIES), ARTICLE 13.09 (SERVICE FEES); MODIFYING CERTAIN FEES AND OTHER REGULATIONS RELATED TO LABORATORY TESTING FEES, INDUSTRIAL PRETREATMENT PROGRAM ADMINISTRATIVE FEES, AND FATS, OIL AND GREASE PROGRAM ADMINISTRATIVE FEES; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

**ORD 6770
UTILITY LAB FEES**

Council Member Stevenson verified that the lab fee increase averages 25%, and fees were last increased in 2015. Deputy Mayor Teamann verified that the lab fees were for outside customers and no Sherman citizens would be affected.

Ordinance 6771

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2024A (CITY OF SHERMAN PROJECT), AND APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY.

**ORD 6771
REVENUE BONDS
FOR GTUA UTILITY
PROJECTS**

Ordinance 6772

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE 2024-2025 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT.

ORD 6772

BEL AIR VILLAGE
PID SERVICE PLAN

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance Nos. 6766, 6767, 6768, 6769, 6770, 6771, and 6772, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7350 -- AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH NORTH TEXAS MUNICIPAL WATER DISTRICT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND NORTH TEXAS MUNICIPAL WATER DISTRICT.

RES 7350

NORTH TEXAS
MUNICIPAL
WATER DISTRICT

Mr. Philpott said in May 2024, The Council approved an agreement with North Texas Municipal Water District to realign a portion of the existing 72" water main, below the proposed Shepherd Drive. The line was determined to be brittle, and before a six-lane road is constructed over it, the staff felt it would be good to replace that section.

In order to replace this line on NTMWD property, they require an interlocal agreement, prior to construction. This will allow them to be an additional insured, and will allow them to inspect the project.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7350, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7351 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR THE EASTSIDE LIFT STATION AND REGIONAL SEWER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR THE EASTSIDE LIFT STATION AND REGIONAL SEWER.

RES 7351

EASTSIDE LIFT
STATION & REGIONAL
SEWER

Tom Pruitt, Utility Engineer, said the Eastside Lift Station was constructed in 1983, and is currently in need of repairs. They also want to determine how big the Lift Station needs to be.

ACTION TAKEN.

Motion by Council Member Dobbs to approve Resolution No. 7351, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7352 -- AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A SPECIAL WARRANTY DEED FOR THE PURCHASE AND EXECUTE CONTRACT DOCUMENTS FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM TAMIE LEE PEDRAZA LOCATED AT 1402 WEST CENTER STREET, BEING .5481 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT 625

RES 7352
CITY PURCHASE
OF PROPERTY

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 AND EXECUTE CONTRACT DOCUMENTS FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM TAMIE LEE PEDRAZA LOCATED AT 1402 WEST CENTER STREET, BEING .5481 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT 625
CONSENT AGENDA.

RESOLUTION NO. 7353 -- AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOHN C. DANIEL FUNERAL HOME UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 302 S. WALNUT STREET

RES 7353
DOWNTOWN BLDG
IMPROVEMENT GRANT
(302 S. WALNUT ST)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOHN C. DANIEL FUNERAL HOME UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 302 S. WALNUT STREET.

CONSENT AGENDA.

RESOLUTION NO. 7354 -- ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN

RES 7354
INVESTMENT POLICY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN.

CONSENT AGENDA.

OTHER BUSINESS

APPOINT A SPECIAL DISTRICTS SUBCOMMITTEE

SPECIAL DISTRICTS
SUBCOMMITTEE

Mr. Hefton said the staff is proposing a Special Districts Subcommittee of three Council Members to determine a policy framework for consistent and accountable consideration of Public Improvement Districts, Municipal Utility Districts, and Tax Increment Reinvestment Zones.

These special districts are being requested more frequently, and this subcommittee would recommend policies to use in decision-

making, and in line with the overall goals of the City, as laid out in the Comprehensive Plan.

Council Member Dobbs and Council Member Stevenson volunteered to serve on the subcommittee.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to appoint Council Member Juston Dobbs and Council Member Josh Stevenson, to the Special Districts Subcommittee, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

TEXOMA COMMUNITY CENTER BOARD OF TRUSTEES (1)

SHERMAN HOUSING AUTHORITY (3)

CIVIL SERVICE COMMISSION (1)

Council Members decided they did not need to enter Executive Session to discuss appointments to the Boards and Commissions.

TEXOMA COMMUNITY
CENTER BOARD,
SHERMAN HOUSING
AUTHORITY, CIVIL
SERVICE COMMISSION

ACTION TAKEN.

Motion by Deputy Mayor Teamann to appoint Lander Bethel to the Place 9 Position on the Texoma Community Center Board, for a term from August 31, 2024 to August 31, 2026; to reappoint Craig Anthony Davis, Sr., Janet Roy Hudson, and Richard Womack to the Housing Authority Board for a term from June 1, 2024 to June 1, 2026; and to reappoint Lawrence Davis to the Civil Service Commission for a term from November 21, 2023 to November 21, 2026, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

- Thanked the Police Officers that were awarded the Lifesaving Awards earlier in the meeting. (Juston Dobbs, Shawn Teamann, Daron Holland)
- Said he attended the Council Meeting virtually at the last meeting, and thanked the Information Technology Department for their help. (Shawn Teamann)
- Congratulated the Sherman Bearcats on their win against the Denison Yellow Jackets, and said "The AX is Back." (Daron Holland)
- The Hispanic Festival will be held on September 14, 2024, on the Municipal Building grounds. (Henry Marroquin)

COUNCIL
COMMENTS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Hispanic Festival, Arts Fest, and the Sherman Mayor's Economic Development Round Table are all coming up.

ANNOUNCEMENTS

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 regarding application for a specific use permit for an electric power substation or generation including ground-mounted solar and wind at 1512 Interurban

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) Texoma Community Center Board of Trustees (1)
- B) Sherman Housing Authority (3)
- C) Civil Service Commission (1)

TEX. GOV'T CODE § 551.076 --

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

TEX. GOV'T CODE § 551.087 –

DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT

TEXAS GOV'T CODE § 551.089 --

DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:34 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:58 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 6:01 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

GREATER TEXOMA UTILITY AUTHORITY (City of Sherman Projects)
Series 2024-A Contract Revenue Bond Offering Summary



SPECIALIZED PUBLIC FINANCE INC.
 FINANCIAL ADVISORY SERVICES

New Money Bonds to Fund: 5th Installment of Water & Sewer System Capital Improvements Plan

Key Dates

April 3, 2024 - Financing Discussions initiated with Working Group
 July 15, 2024 - First Draft of Offering Documents circulated by Specialized Public Finance (FA)
 August 19, 2024 - Rating Agency Decision with Standard & Poor's ("A" Bond Rating Affirmed)
 August 28, 2024 - Rates on 2024 Contract Revenue Bonds Locked
 October 1, 2024 - Anticipated Closing - Bond Proceeds to be wired to GTUA

Financial Update

	<i>Original Budget (6/26)</i>	<i>Final Pricing (8/28)</i>
Total Par Amount of Bonds Issued	\$ 98,490,000	\$ 91,880,000
Net Proceeds	\$ 82,260,000	\$ 82,260,000
Capitalized Interest	\$ 7,386,750	\$ 6,535,669
Debt Service Reserve Fund Deposit	\$ 7,242,606	\$ 6,645,126
Estimated Issuance + Bond Insurance Costs	\$ 956,422	\$ 459,339
True Interest Cost (TIC)	5.00%	4.33%
Total Debt Service (1)	\$ 195,989,750	\$ 176,091,638

Transaction Highlights

Standard 10-Year Call Option Reduced to 8-Year Call without Penalty (increases budgeting flexibility).
 Bond Offering was 2 Times Oversubscribed, which indicates Strong Market Reception.
 In Historical Terms, Municipal Bond Rates have been Higher 53.35% of the Time over the last 20 Years vs. Current Market.

(1) Through final maturity of Series 2024-A Bonds. Exclusive of capitalized interest funded at closing.



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 9/16/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Constitution Week" -- September 17-23, 2024

Issue:

To present a proclamation celebrating the drafting of the Constitution of the United States.

Background:

Each year, the Daughters of the American Revolution celebrate "Constitution Week," which marks the anniversary of the drafting of the Constitution of the United States. The week is designated, by Public Law, as September 17 through 23 each year.

Origination:

The request originated with the Preston Trail Chapter (Pottsboro) of the Daughters of the American Revolution.

Financial Consideration:

There is no financial consideration

Staff Recommendation:

It is the staff recommendation to present a proclamation designating September 17 through 23, 2024, as "Constitution Week" in the City of Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments:

1. Constitution Week Proclamation

Proclamation

WHEREAS, September 17, 2024 marks the 237th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention, and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion, and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week, and

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim September 17 through 23, 2024

CONSTITUTION WEEK

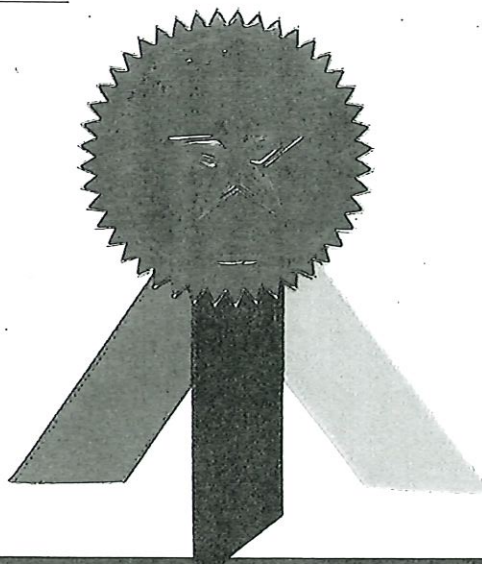
in the City of Sherman and ask all citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 16th day of September, 2024.

Mayor

ATTEST:

Linda Ashby
City Clerk





City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 9/16/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"National Night Out Day" -- October 1, 2024

Issue:

To designate October 1, 2024 as "National Night Out" in the City of Sherman.

Background:

National Night Out is sponsored by the National Association of Town Watch, and is an annual community-building campaign to promote police-community partnerships and neighborhood camaraderie. Neighbors and police officers work together to build a safer community.

Origination:

The proclamation originated with the Sherman Police Department.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the staff recommendation to present a proclamation designating "National Night Out" in Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments:

1. National Night Out Day Proclamation

Proclamation

WHEREAS, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, October 1, 2024, entitled "National Night Out", and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in Sherman to join over 38 million neighbors across 18,000 communities from all fifty states, U.S. territories, and military bases worldwide, and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work, and

WHEREAS, neighbors in Sherman assist the local law enforcement agency through joint community-building efforts and support National Night Out 2024, and

WHEREAS, it is essential that all neighbors of Sherman come together with police and work together to build a safer, more caring community.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 1, 2024

NATIONAL NIGHT OUT DAY

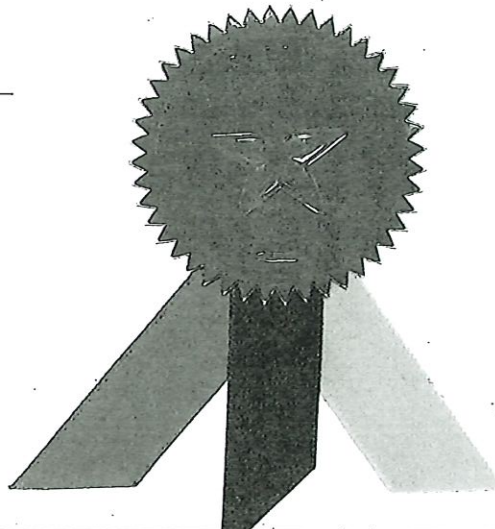
in the City of Sherman and ask all citizens to join with the Sherman Police Department, and National Association of Town Watch, in support of the community-building event.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 16th day of September, 2024.

Mayor

ATTEST:

Linda Ashby
City Clerk





City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 9/16/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6765 (TABLED AT THE AUGUST 19, 2024 CITY COUNCIL MEETING)

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow An Electric Power Substation or Generating including Ground-Mounted Solar and Wind in an R-6 (Single Family Residential) District, Located At 1512 Interurban Parkway, Consisting Of 45.107 acres being a part of the Elizabeth Jones Survey, Abstract 628, City Of Sherman, Grayson County, Texas Cedar Ridge Development (Owner), Holley Energy Solutions, LLC (Representative) and Underwood Drafting & Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 45.107 acres of land located at 1512 Interurban Parkway to Allow an Electric power substation or generating including ground-mounted solar and wind in an R-6 (Single Family Residential) District.

Background:

The property is located at 1512 Interurban Parkway between West Center Street and West Moore Street. The owner is requesting a Specific Use Permit to allow the proposed use of a battery energy storage system (BESS). The proposed BESS could create better short-term power reliability for the residents of the City of Sherman during times of power instability by temporarily preventing brown and blackout events and providing general stability to the power grid. The BESS will also provide support to the nearby Oncor substation so as to limit transmission congestion issues and increase operating reliability.

This item was originally brought to the City Council at the August 19th meeting, but was tabled at the request of the applicant. A Council motion to take this item from the table will be needed in order to have the public hearing and consider the item.

This item was previously submitted February 7, 2024 by Black Mountain Energy Storage for the March 19, 2024 Planning and Zoning Commission Meeting. On March 15, 2024 we received an email requesting to Withdraw the item.

The following has been approved for this location:

- 3/15/2024 - Preliminary Plat of Yellow Rose Addition (**Conditionally Approved**)

Origination:

Cedar Ridge Development (Owner)

Holley Energy Solutions, LLC (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None.

Staff Recommendation:

At the June 18, 2024 regular meeting, the Planning and Zoning Commission voted 6/1 to recommend to City Council that the Specific Use Permit be approved. **Staff recommends that Council deny this item due to its close proximity (within 1/2 mile "as the crow flies") to several City parks, single-family and multi-family residences, a senior living facility, several churches and an elementary school.**

Alternatives:

The City Council can approve or deny the SUP request.

Attachments:

1. Ordinance No. 6765
2. Exhibit A - Survey
3. Exhibit B - Site Plan & Landscape Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Narrative
9. Project - Sample
10. PowerPoint
11. Support Letter - Bragg
12. Support Letter - Dupuis
13. Support Letter - Holley
14. Support Letter - Magers
15. Staff Review Letter
16. Project Overview

ORDINANCE NO. 6765

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 AN ELECTRIC POWER SUBSTATION OR GENERATING INCLUDING GROUND-MOUNTED SOLAR AND WIND IN A R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 1512 INTERURBAN PARKWAY, CONSISTING OF 45.107 ACRES BEING A PART OF THE ELIZABETH JONES SURVEY, ABSTRACT 628, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS CEDAR RIDGE DEVELOPMENT (OWNER), HOLLEY ENERGY SOLUTIONS, LLC (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING, INC. (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 1512 Interurban Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Electric power substation or generating including ground-mounted solar and wind, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in green on **Exhibit A – Survey/Site Plan**.

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

Zoning:

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

Engineering

12. Platting of the property is required. *Code of Ordinances Chapter 10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004*
13. 15' Landscape Buffer along Interurban Parkway is required. Landscape Buffer is to be adjacent to Utility Easement. *City of Sherman Ordinance No. 6692.*
14. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)*
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.003(i)*

16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.03.006(b)*

Additional Conditions:

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

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

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

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

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

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

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

section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

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

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

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

INTRODUCED on this the 19th day of August 2024.

ADOPTED on this the 19th day of August 2024.

EFFECTIVE DATE on this the 19th day of August 2024.

CITY OF SHERMAN, TEXAS

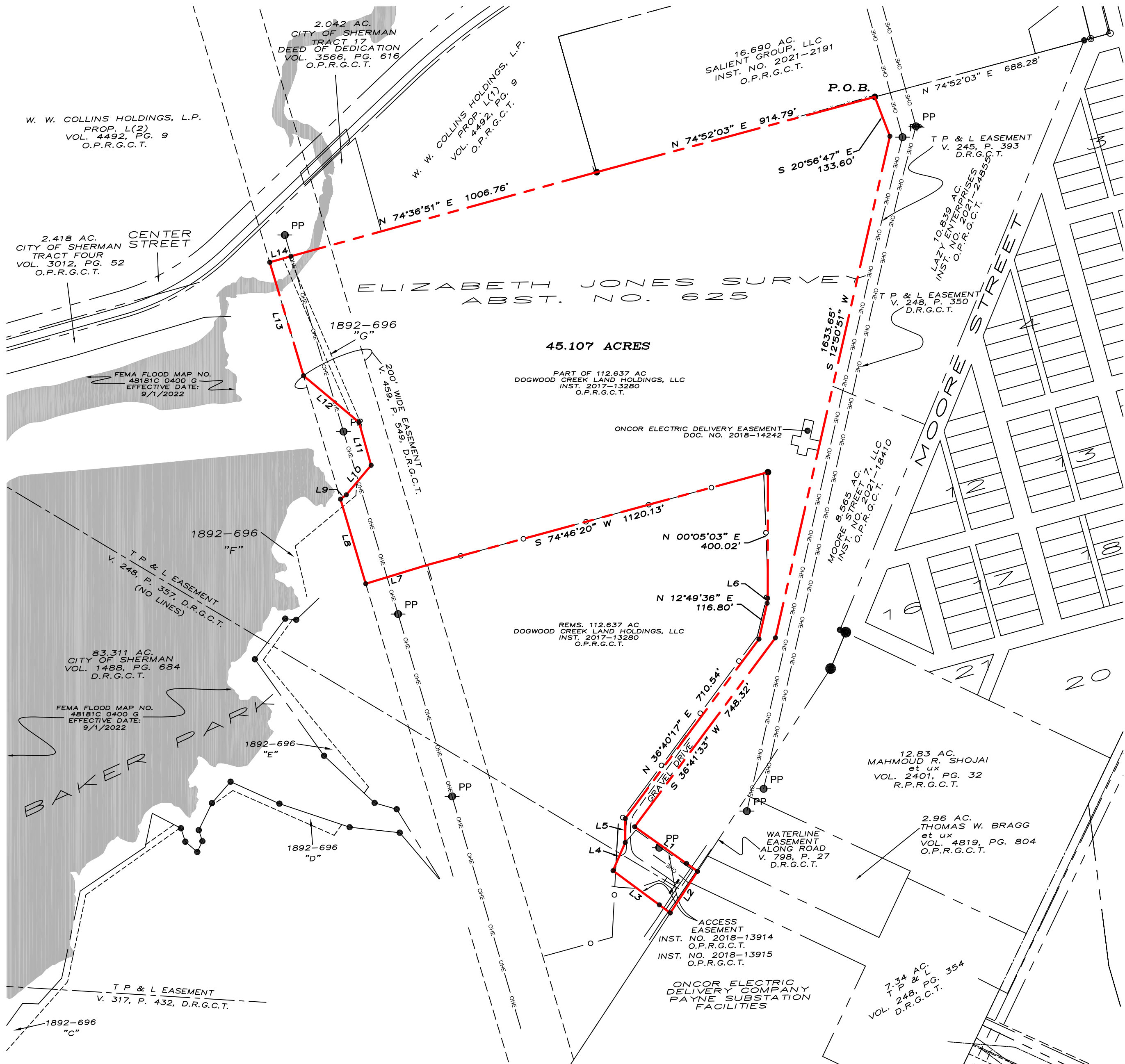
BY: _____
DAVID PLYLER, MAYOR

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



LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
○	1/2" STEEL ROD FOUND
▲	FENCE CORNER POST FOUND
PP	POWER POLE
---	BOUNDARY LINE
---	PROPERTY LINE
---	EASEMENT LINE
---	CHAINS LINK FENCE
---	OVERHEAD ELEC.

Flood Information

By graphic plotting only, a portion of the subject tract lies within Zone "A" (Without Base Flood Elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C 0400 G, which bears an effective date of September 1, 2022.

Basis of Bearings

~ Bearings are based ~
GRID NORTH, NAD 83
TEXAS STATE PLANE
COORDINATE SYSTEM
NORTH CENTRAL ZONE

Surveyor's Notes

- The property has a total area of 47.309 acres of land.
- There are no visible signs of cemeteries observed at the time of this survey.
- All visible above ground indications of public utilities are depicted hereon.
- There is no observable evidence of site use as a solid waste dump, sump or sanitary landfill.
- There is no evidence of recent street or sidewalk construction.
- There is no evidence of recent dirt work on the site.
- The subject tract has direct access to Moore Street, a public road maintained by the City of Sherman.

LINE	BEARING	DISTANCE
L1	S 54°44'23" E	244.84'
L2	S 33°14'55" W	158.14'
L3	N 53°33'15" W	226.03'
L4	N 23°36'15" E	97.35'
L5	N 00°03'38" E	76.17'
L6	N 06°26'37" E	16.00'
L7	S 73°00'45" W	204.68'
L8	N 16°37'34" W	280.39'
L9	N 53°38'55" E	23.02'
L10	N 40°01'55" E	122.59'
L11	N 15°47'05" W	142.08'
L12	N 49°57'05" W	229.64'
L13	N 16°37'34" W	375.84'
L14	N 74°07'00" E	170.00'

Zoning Information

The subject tract lies within the limits of the following zones: R-6 (Single-Family Residential) district. Requirements of these zones are as follows:
R-6 (Single-Family Residential) district:
Front Setback: 20 feet
Rear Setback: 20 feet
Side Setback: 6 feet
Max. Height: No building shall exceed 35 feet

Title Description

Situated in the County of Grayson, State of Texas, being a part of Elizabeth Jones Survey, Abstract No. 625, and being part of that 48.178 acre tract, recorded in Document Number 2022-12936, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod previously set for the northeast corner of said 48.178 acre tract, common to the northwest corner of a called 10.839 acre tract of land described in the deed to Cedar Ridge Development, recorded in Document Number 2022-37076, said Official Public Records, and on the westerly line of a called 16.690 acre tract of land described in the deed to Solient Group, LLC, recorded in Document Number. 2021-2191, said Official Public Records;

Thence South 20°56'47" East, with the easterly line of said 48.178 acre tract, and with the westerly line of said 10.839 acre tract, a distance of 133.60 feet to a previously set 1/2" steel rod;

Thence South 12°50'51" West, continuing with the easterly line of said 48.178 acre tract, and continuing with the westerly line of said 10.839 acre tract, and with the westerly line of a called 8.565 acre tract of land described in the deed to Moore Street 7, LLC, recorded in Document Number 2021-18410, said Official Public Records, a distance of 1633.65 feet to a previously set 1/2" steel rod;

Thence South 36°41'33" West, continuing with the easterly line of said 48.178 acre tract, and with the northwesterly line of said 8.565 acre tract, a distance of 748.32 feet to a previously set 1/2" steel rod;

Thence South 54°44'23" East, with the southwesterly line of said 8.565 acre tract, crossing said Moore Street, a distance of 244.84 feet to a previously set 1/2" steel rod;

Thence South 33°14'55" West, on the southeasterly side of said Moore Street, a distance of 158.14 feet to a set 1/2" steel rod;

Thence with the westerly line of said 48.178 acre tract, the following 7 courses:

- North 53°33'15" West, a distance of 226.03 feet to a set 1/2" steel rod;
- North 23°36'15" East, a distance of 97.35 feet to a set 1/2" steel rod;
- North 00°03'38" East, a distance of 76.17 feet to a set 1/2" steel rod;
- North 36°40'17" East, a distance of 710.54 feet to a set 1/2" steel rod;
- North 12°49'36" East, a distance of 116.80 feet to a set 1/2" steel rod;
- North 06°26'37" East, a distance of 16.00 feet to a set 1/2" steel rod;
- North 00°05'03" East, a distance of 400.02 feet to a set 1/2" steel rod;

Thence South 74°46'20" West, with the southerly line of said 48.178 acre tract, a distance of 1120.13 feet to a found metal fence corner post;

Thence South 73°00'46" West, continuing with the southerly line of said 48.178 acre tract, a distance of 204.88 feet to a 1/2" steel rod set for the western-most southwest corner of the herein described tract of land;

Thence North 16°37'34" West, crossing said 48.178 acre tract, a distance of 280.39 feet to a set 1/2" steel rod, and on the westerly line of said 48.178 acre tract, and on the easterly line of a called 83.311 acre tract of land described in the deed to the City of Sherman, recorded in Volume 1488, Page 684, Deed Records, Grayson County, Texas;

Thence continuing with the westerly line of said 48.178 acre tract, and with the easterly line of said 83.311 acre tract, the following 10 courses:

- North 53°38'55" East, a distance of 23.02 feet to a set 1/2" steel rod;
- North 40°01'55" East, a distance of 122.59 feet to a set 1/2" steel rod;
- North 15°47'05" West, a distance of 142.08 feet to a set 1/2" steel rod;
- North 49°57'05" West, a distance of 229.64 feet to a set 1/2" steel rod;

Thence North 16°37'34" West, crossing said 48.178 acre tract, a distance of 375.84 feet to a 1/2" steel rod set for the northwest corner of the herein described tract of land, and on the northerly line of said 48.178 acre tract, and on the southerly line of a called 2.042 acre tract of land described as Tract 17 in the deed to City of Sherman, recorded in Volume 3566, Page 616, said Official Public Records;

Thence North 74°07'00" East, with the northerly line of said 48.178 acre tract, and with the southerly line of said 2.042 acre tract, a distance of 70.00 feet to a set 1/2" steel rod;

Thence North 74°36'51" East, continuing with the northerly line of said 48.178 acre tract, and continuing with the southerly line of said 2.042 acre tract, and with the southerly line of a tract of land described in the deed to Meritage Homes of Texas, LLC, recorded in Document Number 2023-6873, said Official Public Records, a distance of 1006.76 feet to a set 1/2" steel rod;

Thence North 74°52'03" East, continuing with the northerly line of said 48.178 acre tract, and with the southerly line of aforesaid 16.690 acre tract, a distance of 914.79 feet the Point-of-Beginning, and containing 45.107 acres of land (1,964,880 square feet), more or less

Title Information

The Title Description and Schedule B items herein are from Fidelity National Title Insurance Company, commitment # FT-44122-9001222301273-TW, Effective Date June 11, 2023.

Schedule "B" Items

The property described herein is the same property described in Fidelity National Title Insurance Company Commitment # FT-44122-9001222301273-TW, effective date June 11, 2023.

f. Easement to Texas Power & Light Company, dated May 5, 1917, recorded June 4, 1917 in Volume 245, at Page 393 Real Property Records of Grayson County, Texas.

BLANKET EASEMENT AFFECTS THE LARGER TRACT OF LAND FROM WHICH THE SURVEYED PROPERTY WAS CARVED OUT OF AFFECTS BY INGRESS AND EGRESS.

g. Easements to Texas Power & Light Company dated May 28, 1917 in Volume 248, Page 357 of the Real Property Records of Grayson County, Texas.

AFFECTS THE SURVEYED PROPERTY AS SHOWN.

h. Perpetual Easement to the United States of America dated September 7, 1944, recorded September 25, 1944 in Volume 459, at Page 549 of the Real Property Records of Grayson County, Texas.

AFFECTS THE SURVEYED PROPERTY AS SHOWN.

i. Easements to Texas Power and Light Company dated March 25, 1955, recorded April 6, 1955 in Volume 798, at Pages 27 of the Real Property Records of Grayson County, Texas.

AFFECTS THE SURVEYED PROPERTY AS SHOWN.

j. Easement to City of Sherman dated February 3, 1987, recorded February 9, 1987 in Volume 1892, at Page 696, of the Real Property Records of Grayson County, Texas.

AFFECTS THE SURVEYED PROPERTY AS SHOWN.

k. Easement granted to Oncor Electric Delivery Company LLC, recorded in Clerk's File No. 2018-14242, Real Property Records, Grayson County, Texas.

AFFECTS THE SURVEYED PROPERTY AS SHOWN.

p. Access Easement as evidenced in Amended and Restated Memorandum of Ground Lease Agreement recorded under Clerk's File No. 2018-13915, Real Property Records, Grayson County, Texas and as affected by Amended and Restated Memorandum of Ground Sublease Agreement recorded under Clerk's File No. 2018-13915, Real Property Records, Grayson County, Texas.

AFFECTS THE SURVEYED PROPERTY AS SHOWN.

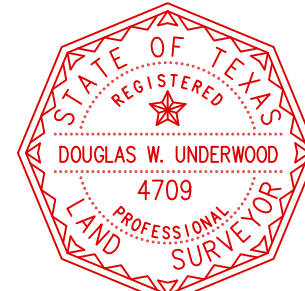
Surveyor's Certification

To: Black Mountain Energy Storage II, LLC; Cedar Ridge Development; Fidelity National Title Insurance Company;

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

The fieldwork was completed on October 11th, 2023
Date of Plat or Map: October 12th, 2023
Revised: October 19th, 2023

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
State of Texas
Firm No. 10006300



ALTA/NSPS LAND TITLE SURVEY



3404 INTERURBAN ROAD
DENISON, TEXAS 75020
PHONE (903)465-2151
FAX (903)465-2152

Project Location
GRAYSON COUNTY

Prepared For:

BLACK MOUNTAIN
ENERGY STORAGE II, LLC

Project Address
TBD WEST MOORE STREET
CITY OF SHERMAN

Project Name

Job Number 23070745A

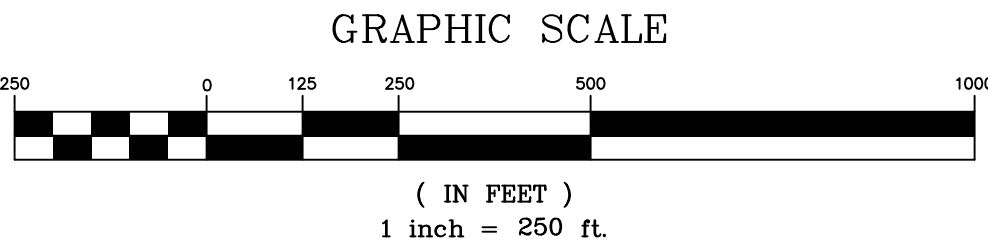
Sheet 1 of 1

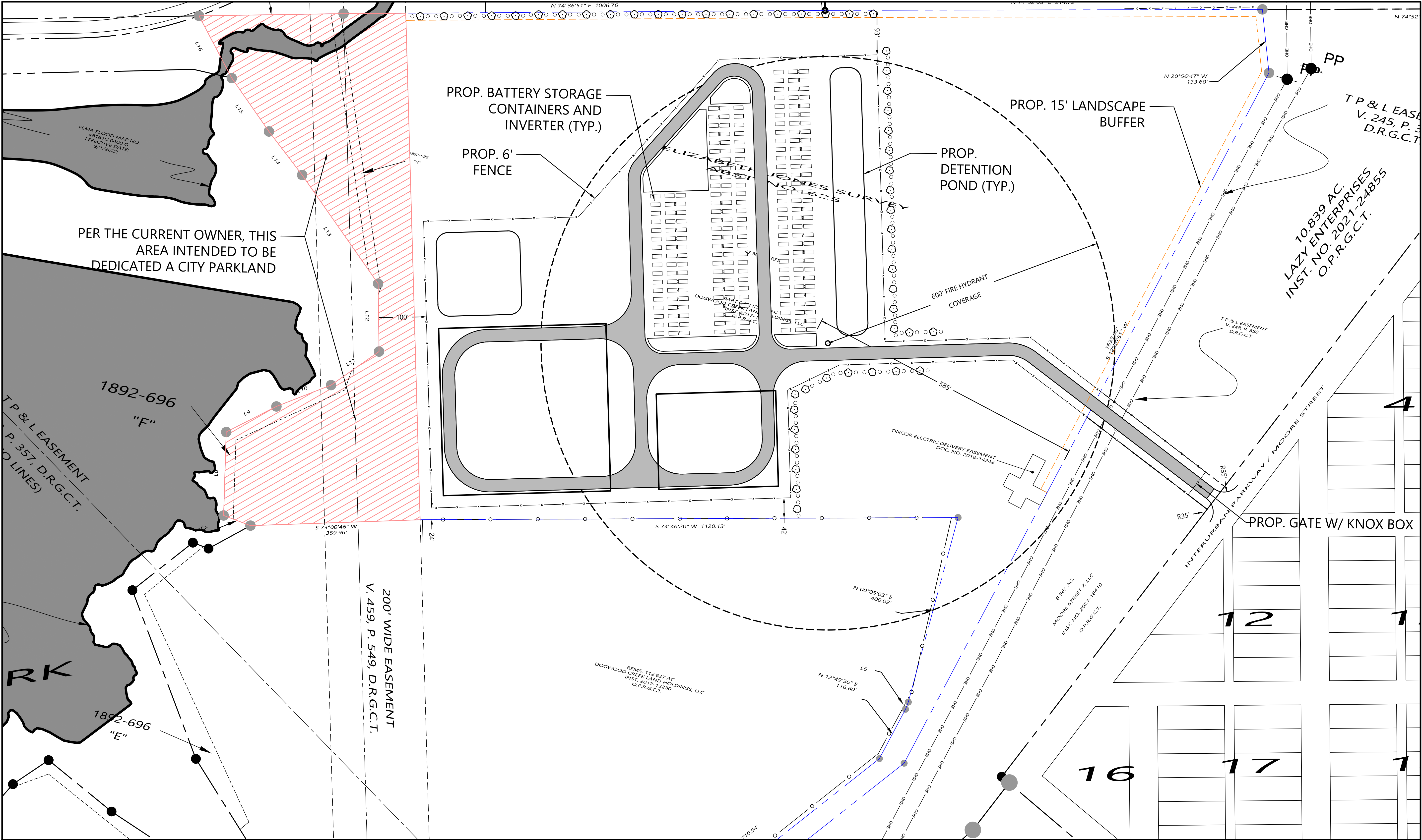
Date	10/12/23	Revisions		Date	10/12/23
Dwn. By	BNH	REVISED			
Aprvd. By	DWU				
Dwg. No.	23070745A				
Scale	1" = 250'				

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

This map is to be used only for the purpose for which it was prepared and no other use without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

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- LEGEND:**
- PROP. GRAVEL FIRE LANE (MIN. TURNING RADIUS 38' AND 26' WIDTH)
 - PROP. FIRE HYDRANT
 - PROP. ORNAMENTAL/SHADE TREE (TYPE FROM APPROVED TABLE 14.1 IN LANDSCAPE ORDINANCE NO. 6692)

NOTES:

503.1.1 AMENDED – APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED FOR EVERY FACILITY, BUILDING OR PORTION OF A BUILDING HEREAFTER CONSTRUCTED OR MOVED INTO OR WITHIN THE JURISDICTION. THE FIRE APPARATUS ACCESS ROAD SHALL COMPLY WITH THE REQUIREMENTS OF THIS SECTION AND SHALL EXTEND TO WITHIN 150 FEET OF ALL PORTIONS OF THE FACILITY AND ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY OF THE BUILDING AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. EXCEPT FOR ONE- OR TWO-FAMILY DWELLINGS, THE PATH OF MEASUREMENTS SHALL BE ALONG A MINIMUM TEN FOOT (10') WIDE LEVEL (NOT EXCEEDING 3 PERCENT GRADE) AND UNOBSTRUCTED PATHWAY AROUND THE EXTERIOR WALLS OF THE STRUCTURE. (LOCATED IN CITY ORDINANCES AMENDMENTS)

507.5.1 – WHERE A PORTION OF THE FACILITY OR BUILDING HEREAFTER CONSTRUCTED OR MOVED INTO OR WITHIN THE JURISDICTION IS MORE THAN 400' FROM A HYDRANT ON A FIRE APPARATUS ACCESS ROAD, AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE FACILITY OR BUILDING, ON-SITE FIRE HYDRANTS AND MAINS SHALL BE PROVIDED WHERE REQUIRED BY THE FIRE CODE OFFICIAL.

SITE TABULATION TABLE:

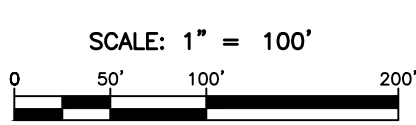
TOTAL STRUCTURE AREA:	43,725 GSF
TOTAL PROPERTY AREA:	1,976,186 GSF
REQUIRED PARKING:	0
PARKING PROVIDED:	0
CURRENT ZONING:	R-6
PROPOSED ZONING:	R-6 (ALLOWED USE W/ SUP)
IMPERVIOUS AREA:	427,693 SF
LANDSCAPED AREA:	43,504 SF
FAR:	N/A
MAX HEIGHT OF BATTERY CONTAINERS:	8 FT
MAX HEIGHT OF SUBSTATION:	45 FT

LANDSCAPE CALCULATIONS:

15--FT BUFFER YARD BETWEEN EASTERN AND NORTHERN PROPERTY LINES
TOTAL AREA: 43,504 SF

PLANTING REQUIREMENTS: 1 SHADE TREE + 2 ORNAMENTAL TREES / 1000 SF
MIN. 44 SHADE TREES REQUIRED + 88 ORNAMENTAL TREES REQUIRED

ANY PROTECTED TREES TO BE REMOVED WILL BE REPLACED PER THE APPROVED CITY TREE ORDINANCE.

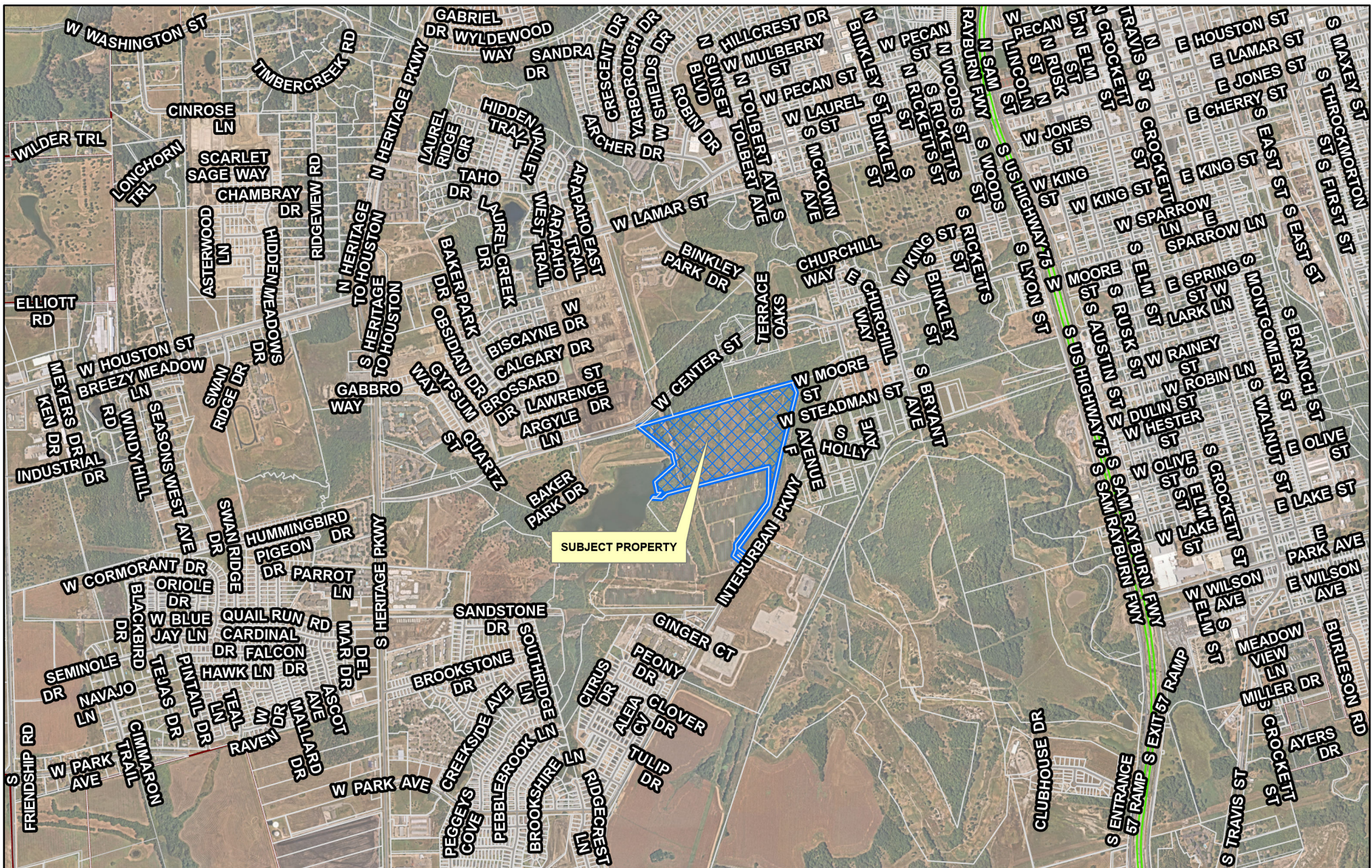


SITE & LANDSCAPE PLAN

HOLLEY JOLLY BESS

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

DESIGN	DATE	SCALE	MARKET				NO.
CEO	11/02/23	1"=100'	ERCOT				01

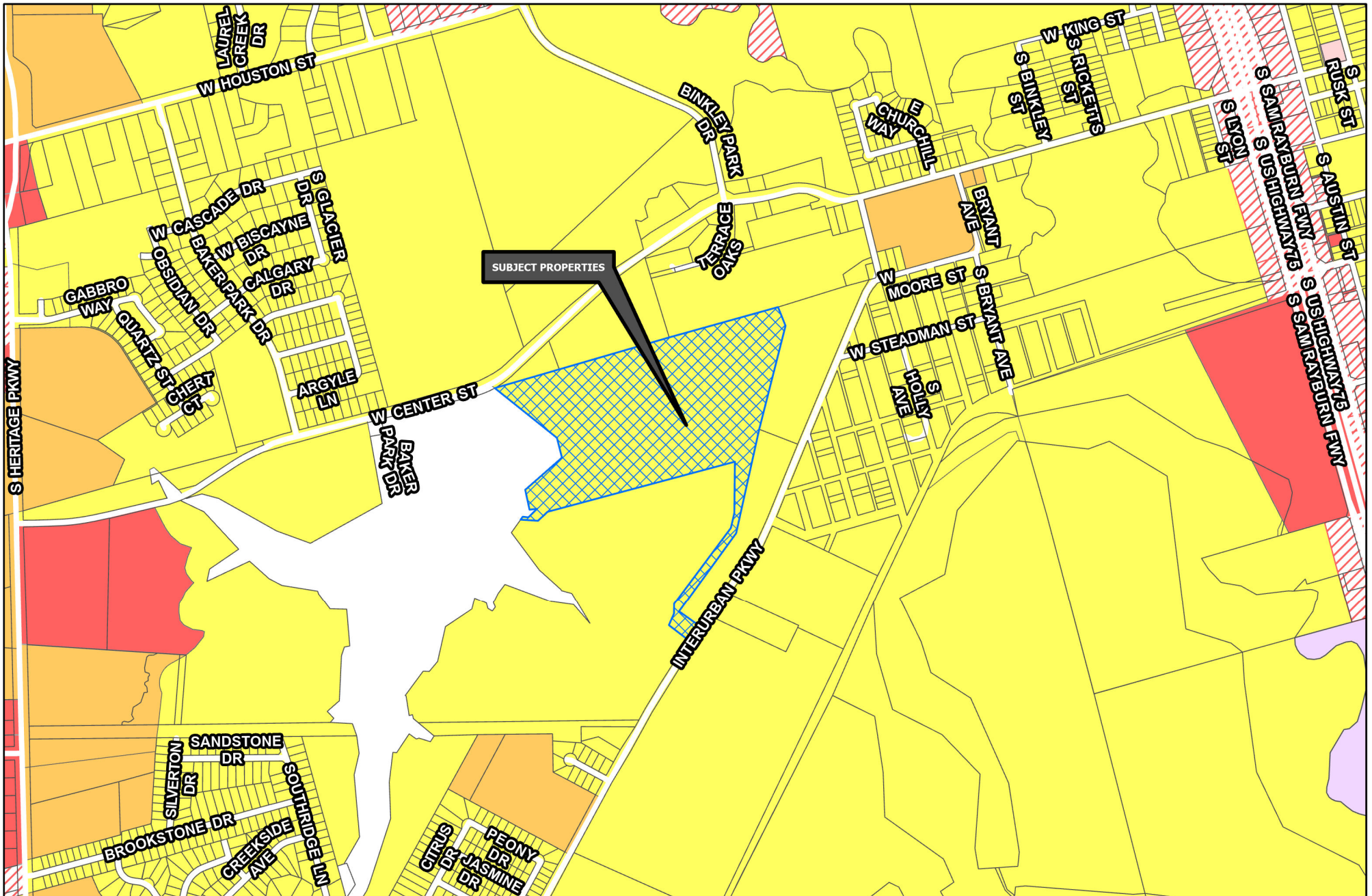


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1512 INTERURBAN PKWY



Date: 2/26/2024 3:30 PM

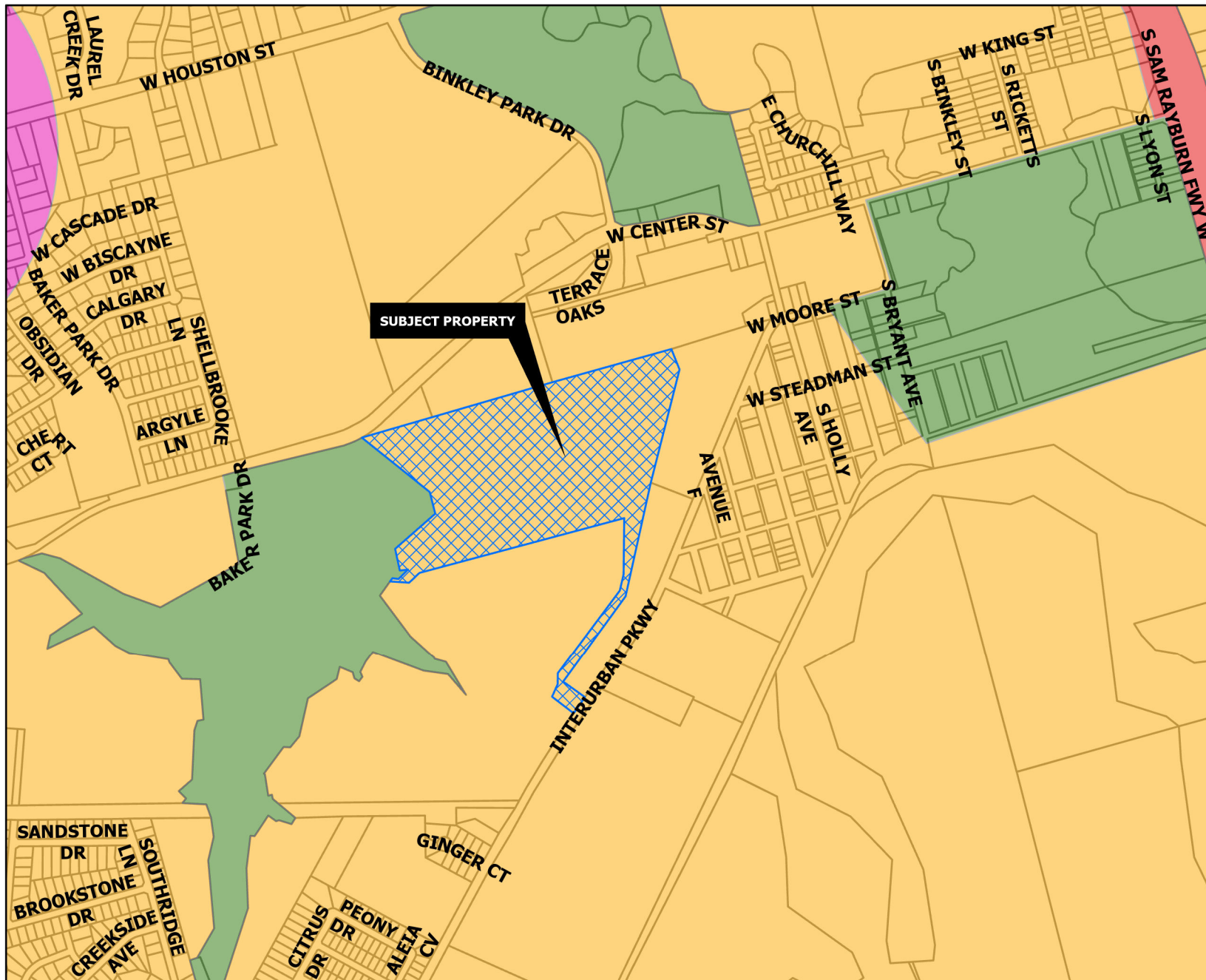


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
1512 INTERURBAN PKWY





CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
1512 INTERURBAN PKWY





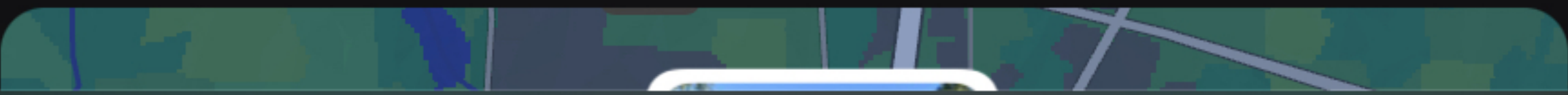
Add a Caption

Wednesday • Jun 5, 2024 • Adjust
3:38 PM
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Apple iPhone 13 Pro HEIF

Wide Camera — 26 mm *f*1.5
12 MP • 3024 × 4032 • 5.2 MB VIBRANT

ISO50 | 26mm | 0ev | *f*1.5 | 1/4831s



May 7, 2024

Planning & Zoning Commission
City of Sherman
220 W Mulberry Street
Sherman, TX 75090

Holley Energy Solutions LLC

RE: Parcel #443307, G-0625, JONES ELIZABETH A-G0625, ACRES 48.178

To Whom It May Concern:

Holley Energy Solutions LLC is requesting a special use permit for the site located along Moore St / Interurban Parkway to allow the proposed use of a BESS (Battery Energy Storage System) project. The site is currently vacant and the adjacent property to the south is currently being utilized as a solar farm. The proposed BESS project contributes to increased power reliability for the residents of the City of Sherman by preventing brown and blackout events and providing increased stability to the local grid during times of power instability. The facility will also limit transmission congestion and increase operating reliability for the nearby Oncor substation. If you have any questions or require any additional information, please contact me at your convenience.

Thank you,

Holley Energy Solutions LLC





SPECIFIC USE PERMIT & SITE PLAN

THE REQUEST OF SSCGC, LLC (OWNERS),
SHANE SHIELDS (REPRESENTATIVE) AND CYPRESS
CREEK RENEWABLES (SOLAR COMPANY)
CONCERNING THE PROPERTY LOCATED IN THE
900-2000 BLOCKS WEST MOORE STREET, BEING
112.6372 ACRES IN THE ELIZABETH JONES
SURVEY, ABSTRACT NO. 625, AS FOLLOWS:
PLANNING AND ZONING COMMISSION
SPECIFIC USE PERMIT AND SITE PLAN APPROVAL UNDER
ORDINANCE NO. 2280, SECTION 8, SUBSECTION (5)(A)
TO ALLOW A SOLAR ENERGY FACILITY IN AN R-1
(ONE FAMILY RESIDENTIAL) DISTRICT.

SUP & SITE PLAN –
SOLAR ENERGY
FACILITY
900-2000 BLKS. W.
MOORE
(SSCGC, LLC)

They essentially take a tract of land that is crisscrossed
with utility easements and put a \$17,000,000 investment on it;
that includes the land and the equipment.

Mr. Shadden said the solar energy facility will be located on 112
plus acres off of Moore Street, however you can't see the site from
Moore Street.

The site will generate almost no traffic and will not be staffed
daily.

VOTING AYE: GILBERT, THORPE, ELLIOTT, VANDERVEER,
VELLOTTI, DAVIS, MAHONE AND ADAMS.

VOTING NAY: NONE

MOTION CARRIED THE COMMISSION FOUND THE REQUEST



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

LINE TABLE			
LINE	MEASURE	UNIT	DISTANCE
1	244.2	E	244.24'
2	152.5	E	152.54'
3	233.4	W	233.43'
4	233.6	E	233.63'
5	233.6	E	233.63'
6	233.6	E	233.63'
7	233.6	E	233.63'
8	233.6	E	233.63'
9	233.6	E	233.63'
10	233.6	E	233.63'
11	233.6	E	233.63'
12	233.6	E	233.63'
13	233.6	E	233.63'
14	233.6	E	233.63'
15	233.6	E	233.63'
16	233.6	E	233.63'
17	233.6	E	233.63'
18	233.6	E	233.63'
19	233.6	E	233.63'
20	233.6	E	233.63'
21	233.6	E	233.63'
22	233.6	E	233.63'
23	233.6	E	233.63'
24	233.6	E	233.63'
25	233.6	E	233.63'
26	233.6	E	233.63'
27	233.6	E	233.63'
28	233.6	E	233.63'
29	233.6	E	233.63'
30	233.6	E	233.63'
31	233.6	E	233.63'
32	233.6	E	233.63'
33	233.6	E	233.63'
34	233.6	E	233.63'
35	233.6	E	233.63'
36	233.6	E	233.63'
37	233.6	E	233.63'
38	233.6	E	233.63'
39	233.6	E	233.63'
40	233.6	E	233.63'
41	233.6	E	233.63'
42	233.6	E	233.63'
43	233.6	E	233.63'
44	233.6	E	233.63'
45	233.6	E	233.63'
46	233.6	E	233.63'
47	233.6	E	233.63'
48	233.6	E	233.63'
49	233.6	E	233.63'
50	233.6	E	233.63'
51	233.6	E	233.63'
52	233.6	E	233.63'
53	233.6	E	233.63'
54	233.6	E	233.63'
55	233.6	E	233.63'
56	233.6	E	233.63'
57	233.6	E	233.63'
58	233.6	E	233.63'
59	233.6	E	233.63'
60	233.6	E	233.63'
61	233.6	E	233.63'
62	233.6	E	233.63'
63	233.6	E	233.63'
64	233.6	E	233.63'
65	233.6	E	233.63'
66	233.6	E	233.63'
67	233.6	E	233.63'
68	233.6	E	233.63'
69	233.6	E	233.63'
70	233.6	E	233.63'
71	233.6	E	233.63'
72	233.6	E	233.63'
73	233.6	E	233.63'
74	233.6	E	233.63'
75	233.6	E	233.63'
76	233.6	E	233.63'
77	233.6	E	233.63'
78	233.6	E	233.63'
79	233.6	E	233.63'
80	233.6	E	233.63'
81	233.6	E	233.63'
82	233.6	E	233.63'
83	233.6	E	233.63'
84	233.6	E	233.63'
85	233.6	E	233.63'
86	233.6	E	233.63'
87	233.6	E	233.63'
88	233.6	E	233.63'
89	233.6	E	233.63'
90	233.6	E	233.63'
91	233.6	E	233.63'
92	233.6	E	233.63'

LEGEND

	POINT OF BEGINNING
	1/2\"
	POWER POLE
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT LINE
	CULINARY POND
	ON-POND EASEMENT

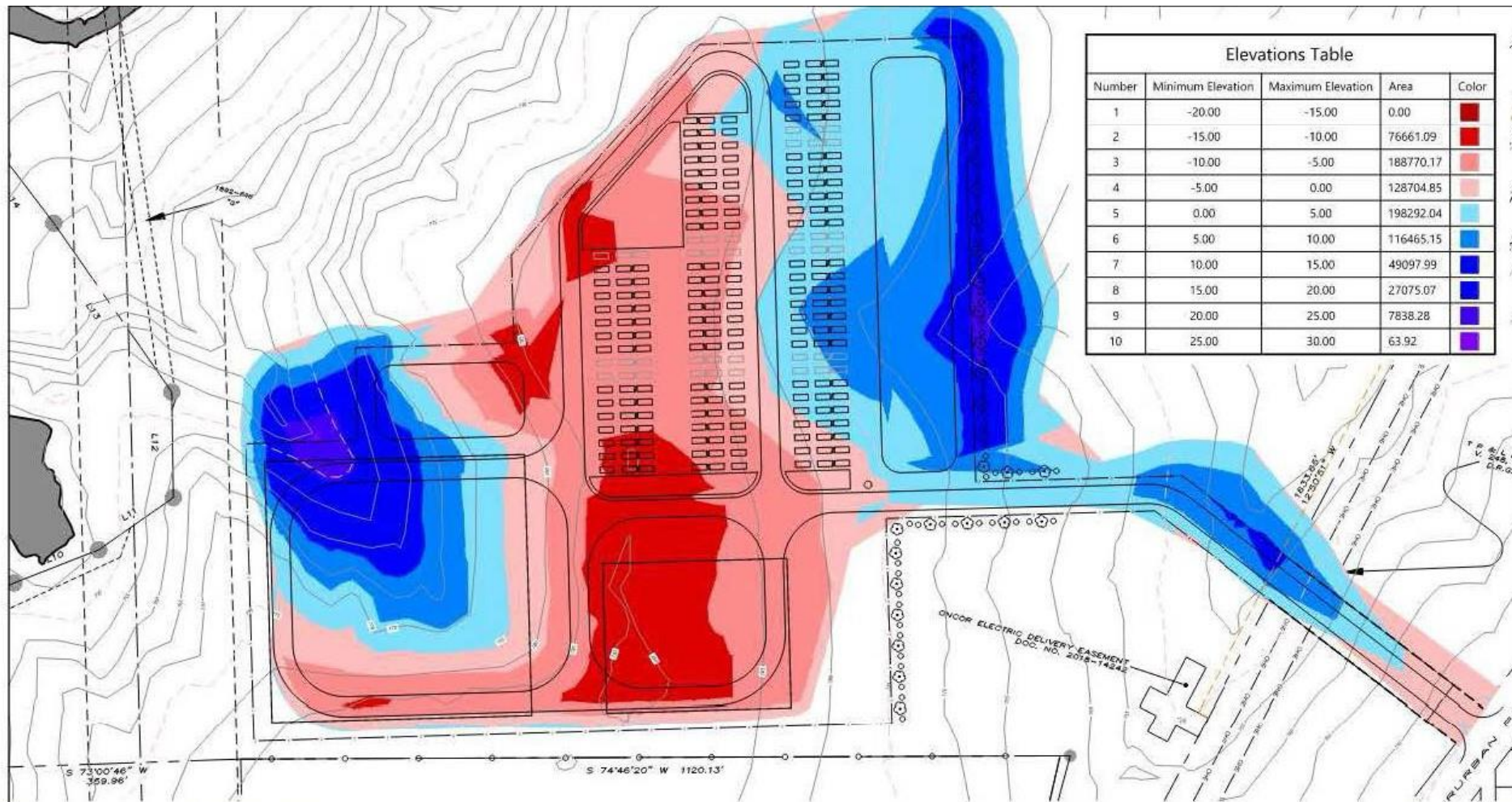
(IN FEET)
1 inch = 100 ft.

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-215



TREE SURVEY
YELLOW ROSE ADDITION
Being a part of the Elizabeth Jones Survey,
Abstract Number 625.
Being in the City of Sherman,
Grayson County, Texas.
Containing 45.551 acres of land

02-22-2024



Item	Detail
Cut/Fill (Cubic Yards)	- Total Cut: 97,134 CY (shown in red) - Total Fill: 95,6670 CY (shown in blue) - Net: Cut 1,464 CY
Summary	- Based on a 1:1 cut/fill analysis, this high-level grading plan proposes net 1,464 CY of cut which can be spread out on the undeveloped portion of the site to minimize haul-off as designed - Upon detailed engineering we expect the site to balance with minimal impacts to overall grade and design



PROJECT OVERVIEW

YELLOW ROSE BESS

LAND

- **Land Control:** 40 acres (purchase option)
- **Location:** Grayson County, TX – Sherman City Limits

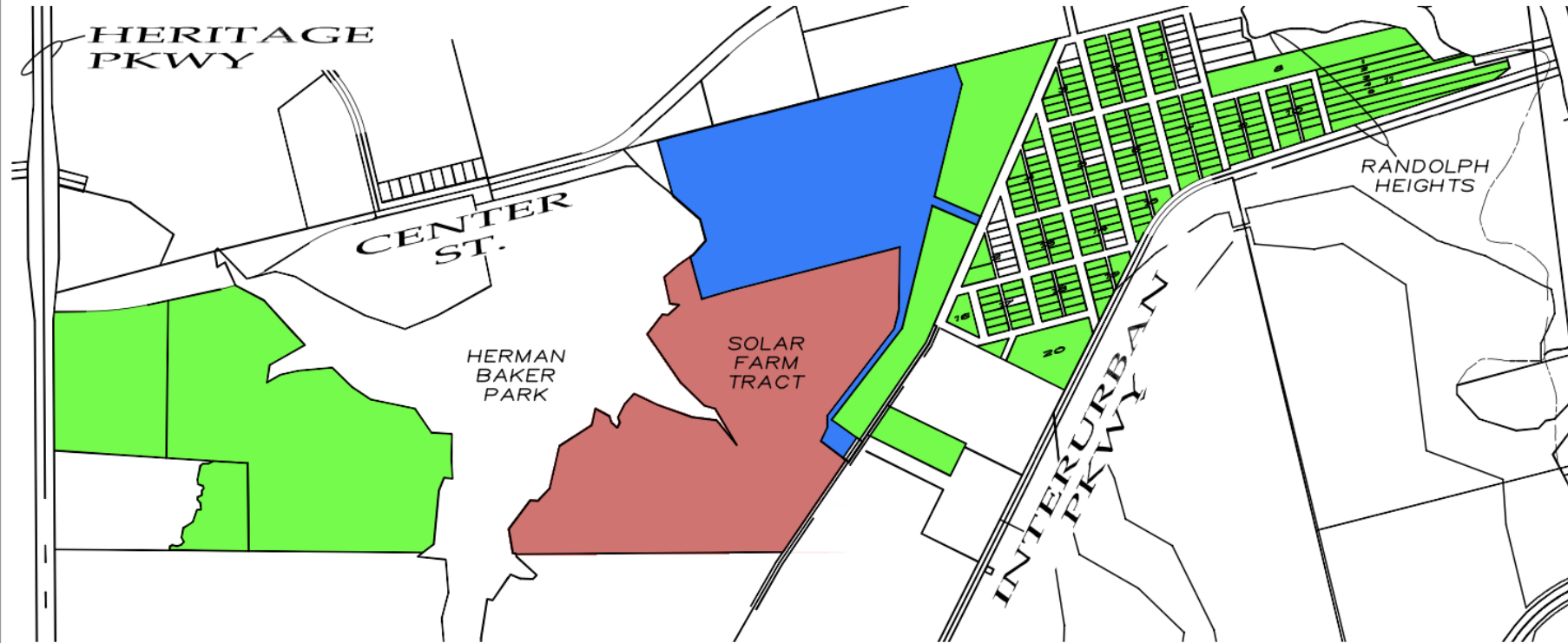
INTERCONNECTION / CONSTRUCTION

- **Proposed Size:** 200MW x 2h
 - 125,000 homes x 2 hours
- **Proposed POI:** Oncor 138kV Line Tap – Valley Switch to Stone Creek Switch
- **Filing Date:** 10/9/2023
- **Estimated Operation Date:** Q1 2027
- **Estimated Construction Start:** Q1 2026

ADDITIONAL INFORMATION

- **Full-Time Employees:** 0 (unmanned facility)
 - 100 – 200 construction jobs
- Landscaping for site maintenance
- **Project Cost:** ~\$170MM
- **Estimated Property Taxes:** \$32,833,953
(Over 25 years)





SUBJECT PROPERTY
CEDAR RIDGE DEVELOPMENT
DOC. NO. 2022-12936
R.P.R.G.C.T.

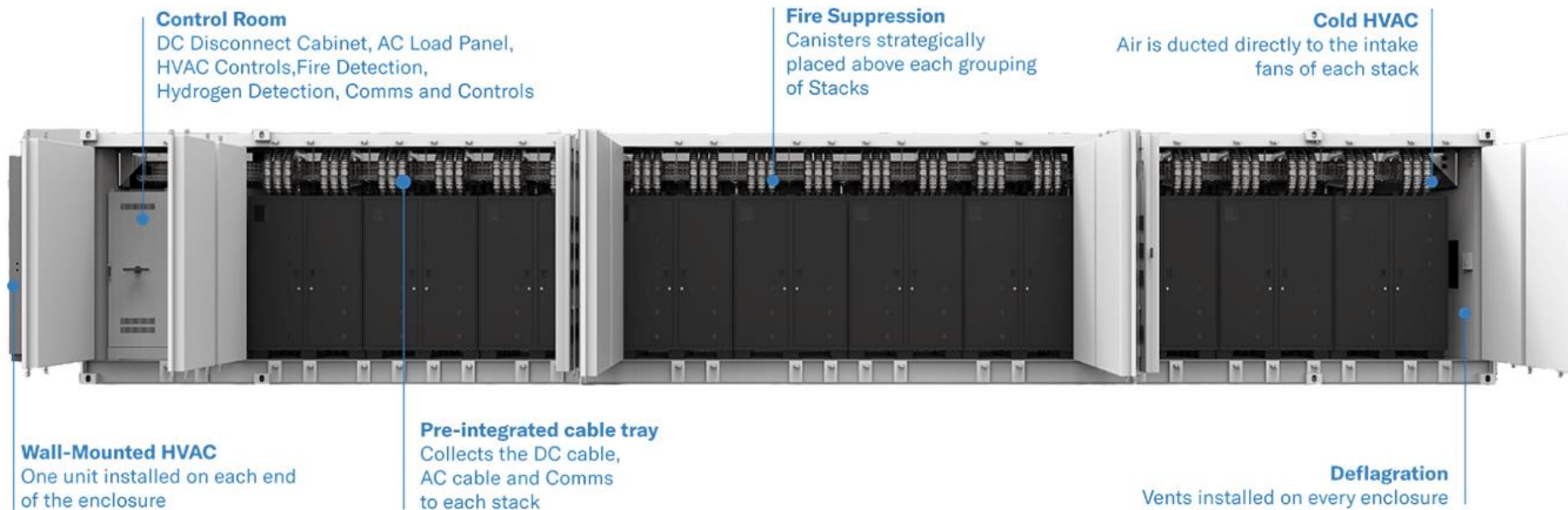
SURROUNDING SUPPORT

PROPOSED
YELLOW ROSE ADDITION
ELIZABETH JONES SURVEY,
ABSTRACT NO. 625
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

BATTERY ENERGY STORAGE SYSTEMS EXPLAINED

Utility-scale BESS facilities are connected directly to the electric grid and consist of:

- Lithium-ion batteries & battery racks
- Battery enclosure containers
- Inverters to convert between DC and AC electricity
- During normal operations, the batteries are completely solid with a contained paste-like electrolyte, so off-gassing and leakage will not occur even if physically damaged
- Energy/Battery Management System (EMS/BMS) to control and monitor all equipment



BUILT-IN SAFETY FEATURES



1. Energy/Battery Management System (EMS/BMS)
 - The EMS constantly monitors all equipment and is programmed to automatically disconnect battery cells in the event of abnormal temperature or voltage conditions.
2. Unprevented Fire Event
 - National Fire Protection Association code recommends a let-it-burn approach.
 - BESS containers are adequately spaced to prevent fire propagation from one container to another.
 - Individual units are designed to completely burn within a matter of hours. Once a container is finished burning, it is craned off-site and replaced.
 - Smoke from BESS fires is similar in toxicity to that of a typical house fire and less toxic than that of a typical passenger vehicle fire.

BENEFITS TO SHERMAN AND THE SURROUNDING AREA



Increases Electric Reliability

BESS facilities store electricity to respond to supply shortages. This directly improves grid resilience, leading to fewer blackouts and brownouts for residents and businesses in the area.



Resolves Transmission Inefficiencies

Growth in renewable energy resources and the rapidly increasing demand for electricity leads to transmission inefficiencies. Battery storage facilities are strategically placed to respond.



Significant Tax Contributions

With a proposed capital investment of ~\$170MM and an operational lifespan of 20+ years, the proposed facility will become a meaningful tax contributor for decades to come.

RELIABLE POWER FOR INDUSTRIAL GROWTH

Bringing energy efficiency to the fab

Large semiconductor fabs use as much as 100 megawatt-hours of power each hour, which is more than many automotive plants or oil refineries do. In some markets, electricity can account for up to 30 percent of fab operating costs, so there is significant opportunity in rethinking power usage and management.

Steve Chen,
Apoorv Gautam, and
Florian Weig

A typical semiconductor fabrication plant, or fab, will use as much power in a year as about 50,000 homes. In fact, the larger “megafabs” can consume more electricity than auto plants and refineries. Some facilities have even built their own captive power plants.

While the power consumed by semiconductor chips has been reduced significantly in the past decade, improvements in the energy used during the chip-production process have lagged behind. Energy costs can account for 5 to 30 percent of fab operating expenses, depending on local electricity prices. High-tariff markets include semiconductor hot spots like Japan and Singapore.

Given the competitive intensity of the industry, it is not surprising that integrated device manufacturers and foundries have invested to achieve energy-efficient solutions (sometimes in collaboration with “green” nongovernmental organizations). We often find, however, that less work has been put into ensuring that the company’s infrastructure is run in the most efficient manner. Instead, reliability is frequently the primary, and sometimes the only, consideration when it comes to utility requirements. Few measurements are taken, and at many fabs, there is only one power meter for the entire clean room, despite the dozens of power-intensive tools contained therein. About \$20 million to \$30 million in electricity

McKinsey & Company - [LINK](#)

TECHNOLOGY AND IIOT > ENERGY

The Success of US Chip Manufacturing Hinges on Our Electric Grid

March 12, 2024

Advanced semiconductor equipment requires 10 times more power. Our grid is not up to the task.

Sarah Shinton

Industry Week - [LINK](#)

INDUSTRY ARTICLE

Protecting Critical Power Supplies With 24/7 Chip Production

January 28, 2024 by Danel Turk, ABB



As semiconductor shortages cause disruption worldwide, production facilities are being commissioned to meet demand. Uptime is crucial, as these facilities must run around the clock to fill backlogs and future orders. This article examines the electrification specification required to protect critical power supplies and keep semiconductor production rolling.

EE Power - [LINK](#)

Energy Considerations at the Dawn of Strategic Manufacturing



Center For Strategic & International Studies - [LINK](#)

YELLOW ROSE BESS SUMMARY

1. The SUP unanimously passed in 2017 forever changed the highest and best use of the remaining tract.
2. Surrounding neighbors overwhelmingly support this plan.
3. The proposed site will be 900' – 1600' from the road, secluded by trees and a ridge
4. Moving the property line 8 acres and 200' to the east side of the Oncor power lines makes the development virtually undetectable from the road or park.
5. The project is passive, provides more extensive green space than originally approved.
6. It will preserve trees, expand Baker Park and generate substantially more tax revenues than ANY other permitted use,
7. It provides significant economic benefits and consistent power to our corporate citizens.

June 11, 2024

RE: 1512 Interurban Parkway, request for specific use permit by Cedar Ridge Development and Holley Energy Solutions, LLC.

Dear Mr. Rob Rae, AICP, and members of the Planning and Zoning Commission

Please accept my apology that I cannot attend the June 18 session of the P & Z Commission.

As the owner of 1505 Interurban Parkway (the front door neighbor of the solar field at 1512 Interurban Parkway) I wish to modify my letter of March 11, Re: My request to deny permit.

Having been contacted by another respondent to the specific use permit, I am now satisfied that there is no intent to construct wind generation tower(s) in this development and that this is the addition of an energy storage (battery?) system as an energy source in conjunction with the solar generation system located on the same site.

Based upon my more complete knowledge of this project I would like to approve the permit.

Respectfully yours,


Thomas W. Bragg

June 13, 2024

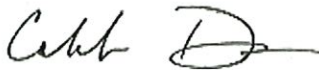
Planning and Zoning Commission
City of Sherman
220 W. Mulberry Street
Sherman TX 75090

Honorable Chairman and Commissioners,

We are writing in support of the proposed Yellow Rose BESS development. As members of Moore Street 7, LLC, we own the contiguous 8.65 acres to the proposed development. Our tract serves as a 200'-325' buffer between the tract and Interurban Way. We support the continued commercial development of this tract as the highest and best use due to the power line easements surrounding the tract the existing solar farm and the secluded nature of the tract. Furthermore, we believe the passive nature of this project will compliment future commercial development along Interurban, a minor arterial and accelerate the improvement of this vital corridor.

A battery energy storage facility in the community would serve the local electric grid during times of electricity shortage and furthermore work to prevent power outages in the area. We believe this support is necessary as our electric grid becomes increasingly reliant on intermittent renewable energy resources and will also help keep energy prices steady for us, the consumers. Additionally, this investment will also generate significant tax revenue for the City of Sherman, Sherman ISD, and Grayson County to help with necessary infrastructure initiatives.

Sincerely,

A handwritten signature in black ink, appearing to read 'Caleb Dupuis', with a stylized flourish at the end.

Caleb Dupuis

HOLLEY JOLLY HOMES, LLC,

June 13, 2024

Planning and Zoning Commission
City of Sherman
Chairman Clay Mahone and Commissioners
220 W. Mulberry Street
Sherman TX 75090

RE: Holley Jolly Homes, LLC support for Yellow Rose BESS development

Mr. Chairman and Commissioners,

I am writing in support of the Yellow Rose BESS development as a partner in the project but also as the Managing Partner of Holley Jolly Homes, LLC. Holley Jolly Homes is the developer of Hanolley Hills Addition, a forty-three, (43) lot sub-division, surrounded by Interurban Way, Moore Street, Bryant Street and Steadman Street. The Yellow Rose BESS development will generate significant tax revenue for the City of Sherman, the Sherman ISD, and Grayson County and will be a passive commercial development which will positively impact the quality of life for the residents of Hanolley Hills and throughout Sherman.

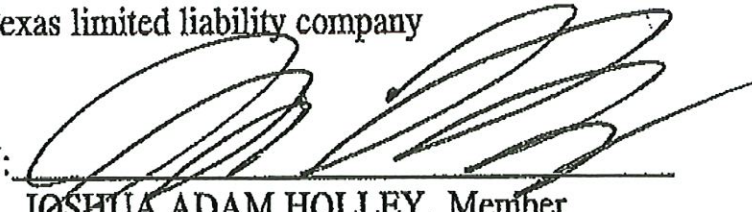
A battery energy storage facility would serve the local electric grid during times of electricity shortage and furthermore work to prevent power outages in the area. I believe this support is necessary as our electric grid becomes increasingly reliant on intermittent renewable energy resources. This type of development helps keep energy prices steady for consumers and the manufacturers building FABs here in Sherman. Additionally, this development will produce "clean" energy and should help local industries maintain a lower carbon footprint.

Finally, while this development along Interurban Way will produce very little traffic but will help expedite the construction of Interurban Way and provide a needed, concrete, curb and gutter street to help students and parents drive safely to Sherman High School from Hanolley Hills.

Given the above, thank you for your support of the Yellow Rose BESS development.

HOLLEY JOLLY HOMES, LLC,
a Texas limited liability company

BY:


JOSHUA ADAM HOLLEY, Member

June 13, 2024

Planning and Zoning Commission
c/o Rob Rae
City of Sherman
220 W. Mulberry Street
Sherman TX 75090

RE: SSCGC Holdings LLC and Lazy L Enterprises support for Yellow Rose BESS development

Chairman Mahone and Honorable Commissioners,

I am writing in my capacity as a Member of SSCGC Holdings, LLC and the Owner of Lazy L. Enterprises supporting the proposed Yellow Rose BESS development. Together these entities own 172 of the 198 platted lots in the Randolph Heights Addition located directly across Interurban Way from the proposed development. In 2017, P and Z unanimously granted an SUP for a 112 acre solar farm to utilize and enhance the power generation of the Stone Creek Substation and Switch.

Currently, an unused portion of this tract is now being proposed to be re-purposed as a battery storage facility. This tract is secluded, sitting 200'-680' off Interurban, bounded to the east and west by a large wide power line easement as well as a deep creek, to the south by the existing solar farm and to the north by a steep wooded incline. A battery energy storage facility in our community will serve the local electric grid during times of electricity shortage, work to prevent power outages in the area and support the high tech manufacturers moving into Sherman.

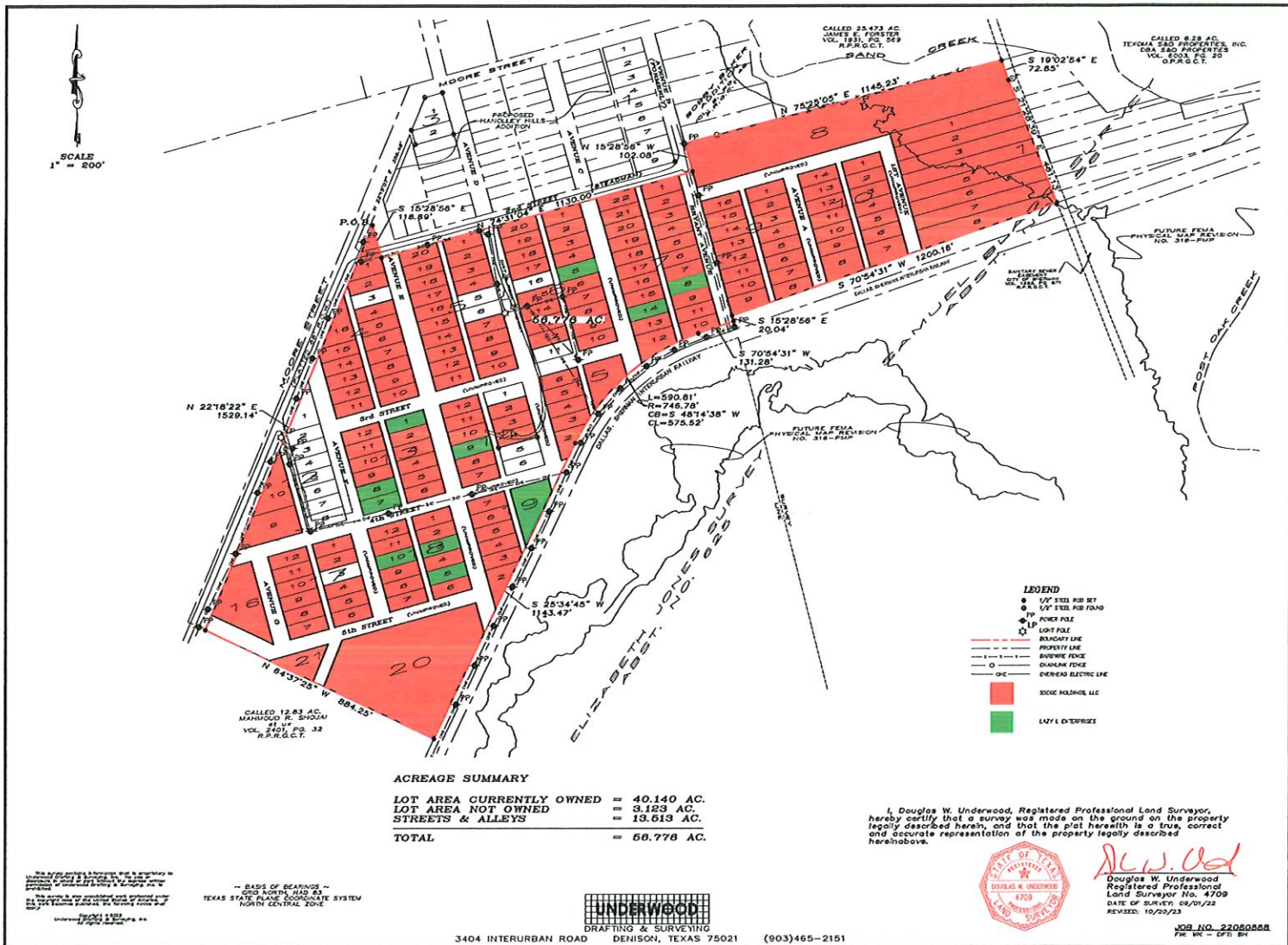
This support is necessary as our electric grid becomes increasingly reliant on intermittent renewable energy resources and will also help keep energy prices steady for all consumers, both residential and commercial. Additionally, this investment will generate significant tax revenues for the City of Sherman, Sherman ISD and Grayson County to help fund ongoing infrastructure initiatives. Finally, commercial development along Interurban Way will help spur the construction of this vital minor arterial roadway designed to provide safe access to Sherman High School and the surrounding neighborhoods.

Thank you for your support of this clean energy alternative, a revenue generator for the City of Sherman and Sherman ISD and is the highest and best use of the tract.

Sincerely,

William L. Magers

William L. Magers
SSCGC Holdings, LLC
Lazy L. Enterprises



STAFF REVIEW LETTER

June 11, 2024

Sent via Email

Cedar Ridge Development
P.O. Box 911003
Sherman, TX 75090

Holley Energy Solutions, LLC
3348 West Stafford Drive
Denison, TX 75020

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow Electric power substation or generating including ground-mounted solar and wind in a R-6 (Single Family Residential) District located at 1512 Interurban Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, June 18, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

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

Engineering

12. Platting of the property is required. *Code of Ordinances Chapter 10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004*
13. 15' Landscape Buffer along Interurban Parkway is required. Landscape Buffer is to be adjacent to Utility Easement. *City of Sherman Ordinance No. 6692.*
14. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)*
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.003(i)*
16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.03.006(b)*

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

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

Respectfully,



Rob Rae

Acting Secretary, Planning and Zoning Board and Board of Adjustment

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

YELLOW ROSE BESS

LAND

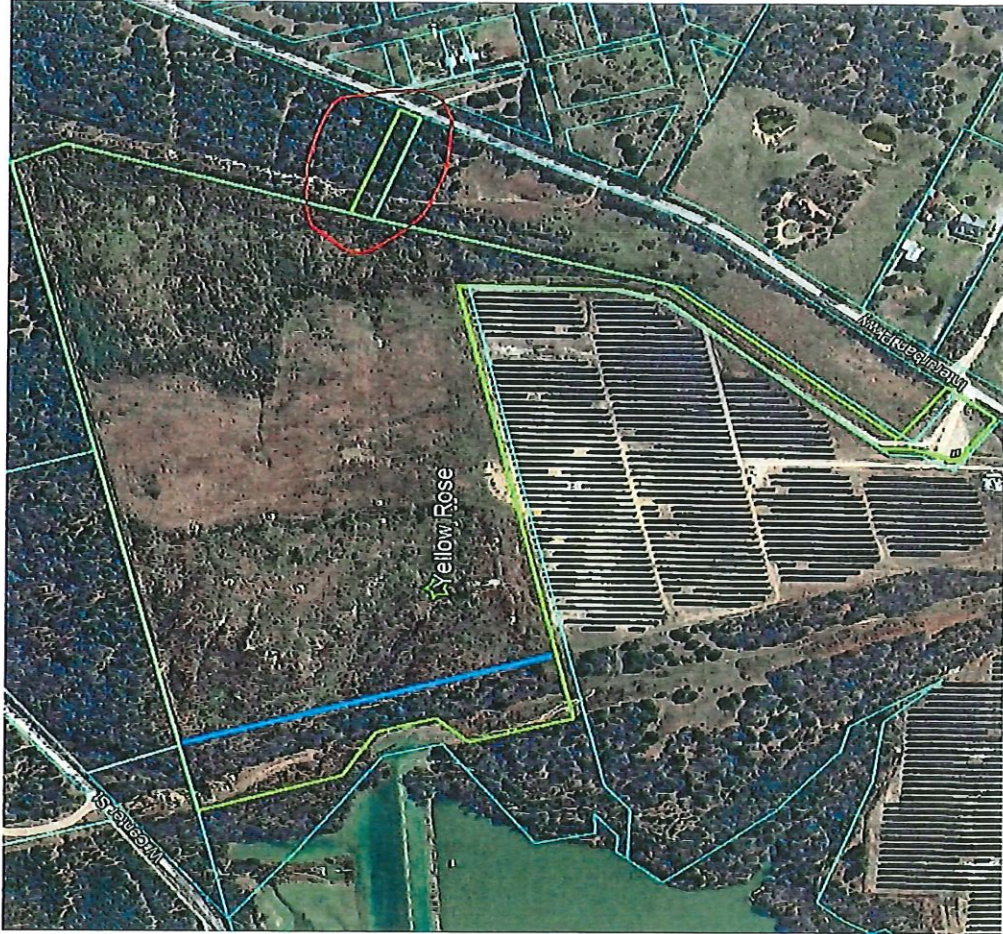
- Land Control: 40 acres (purchase option)
- Location: Grayson County, TX – Sherman City Limits

INTERCONNECTION / CONSTRUCTION

- Proposed Size: 200MW x 2h
 - 125,000 homes x 2 hours
- Proposed POI: Oncor 138kV Line Tap – Valley Switch to Stone Creek Switch
- Filing Date: 10/9/2023
- Estimated Operation Date: Q1 2027
- Estimated Construction Start: Q1 2026

ADDITIONAL INFORMATION

- Full-Time Employees: 0 (unmanned facility)
 - 100 – 200 construction jobs
- Landscaping for site maintenance
- Project Cost: ~\$170MM
- Estimated Property Taxes: \$32,833,953 (Over 25 years)















City Council Regular Meeting

Agenda Item No. E.2.

Meeting Date: 9/16/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6773

Recognizing the Termination of Sherman Tax Increment Financing Reinvestment Zone Number Three (TIRZ #3) By Operation of Law; Dissolving the Board of Directors and Tax Increment Fund for TIRZ #3; Directing that Any Money Remaining in the TIRZ #3 Fund be Paid to the City of Sherman

Issue:

To Terminate the Designation of the Tax Increment Reinvestment Zone Number Three (#3), City of Sherman, Texas, Finding All Project Costs Pertaining to the Zone Being Paid in Full.

Background:

Tax Increment Reinvestment Zone #3 (TIRZ #3) was created in 2006 to encompass the Sherman Commons retail area located on the east side of Hwy 75 at the Loy Lake Road intersection. The zone was expanded in 2020 to include additional property to the south where a dilapidated medical facility was located and in need of remediation. Both of these projects are complete with a developed retail area at Sherman Commons, and an apartment complex and planned offices on the site of the old medical facility. No other projects are planned in the zone that require financing. The zone currently generates about \$270,000 per year. Terminating the zone will return these taxes to the General Fund.

The effects of termination of the zone are included in the 2024-2025 budget.

Origination:

Mary Lawrence, Chief Financial Officer

Financial Consideration:

Termination of the zone will return about \$270,000 annually to the General Fund. The current fund balance of about \$100,000 will be distributed to the General Fund.

Staff Recommendation:

The staff recommends approval of this ordinance.

Alternatives:

The Council could choose to not terminate the Zone.

Attachments:

1. Ordinance No. 6773
2. TIRZ 3 Map

ORDINANCE NO. 6773

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RECOGNIZING THE TERMINATION OF SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE (TIRZ #3) BY OPERATION OF LAW; DISSOLVING THE BOARD OF DIRECTORS AND TAX INCREMENT FUND FOR TIRZ #3; DIRECTING THAT ANY MONEY REMAINING IN THE TIRZ #3 FUND BE PAID TO THE CITY OF SHERMAN; PROVIDING A REPEALING CLAUSE AND SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman previously established the Tax Increment Reinvestment Zone No. 3 (“TIRZ #3”) through Ordinance No. 5424 on November 6, 2006 and expanded the boundaries through Ordinance No. 6317 on September 8, 2020; and

WHEREAS, it has been determined that the objectives of the TIRZ have been accomplished, and the continuation of the TIRZ is no longer necessary or beneficial to the City and its residents; and

WHEREAS, in accordance with the provisions outlined in the original TIRZ ordinance and applicable state and local laws, it is necessary to terminate the TIRZ by repealing the relevant ordinances.

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

SECTION 1. TIRZ #3, as established by Ordinance No. 5424 on November 6, 2006, and expanded by Ordinance 6317 on September 8, 2020, is hereby terminated.

SECTION 2. Ordinance No. 5424 and Ordinance No. 6317 are hereby repealed in their entirety.

SECTION 3. All assets, funds and property acquired by or on behalf of the TIRZ shall be transferred to the City of Sherman.

SECTION 4. The City Council, or their designee, shall oversee the transition and closure of the TIRZ, ensuring all necessary steps and actions are taken to conclude the TIRZ’s affairs in a proper and efficient manner.

SECTION 5. That 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 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 were given as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption.

[The remainder of this page intentionally left blank.]

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS on this 16th day of September 2024.**

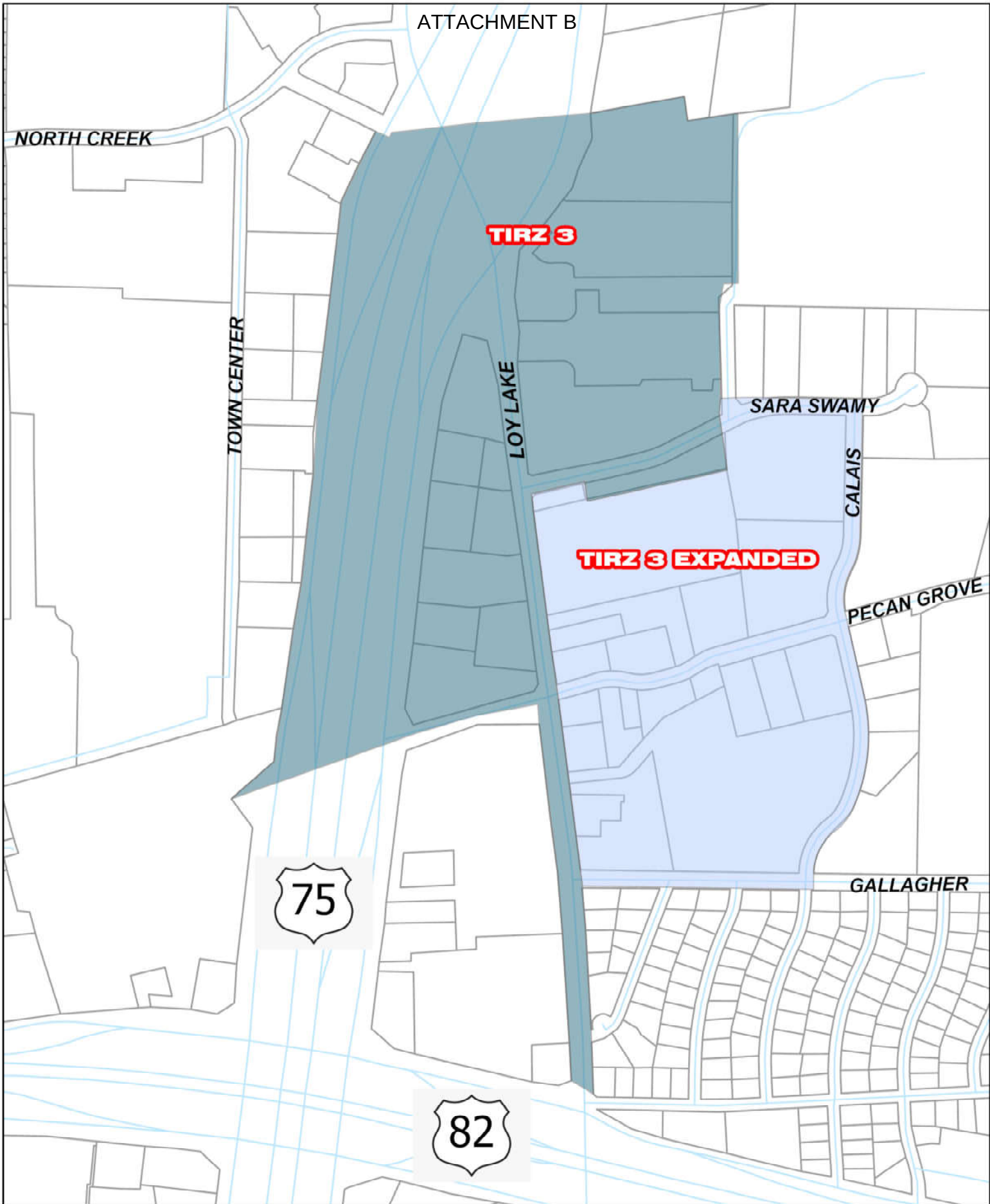
DAVID PLYLER, MAYOR

ATTEST:

LINDA ASHBY, CITY CLERK

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

RYAN D. PITTMAN, CITY ATTORNEY





City Council Regular Meeting

Agenda Item No. E.3.

Meeting Date: 9/16/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6774

Repealing Ordinance No. 6354 and Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land, Consisting Of 438.99 Acres In The John Jennings Survey, Abstract No. 647, And The Uriah Burns Survey, Abstract No. 121, City Of Sherman, Grayson County, Texas, Located In The 3500-4500 Blocks Of North F.M. 1417 (Heritage Parkway) And The 600-1900 Blocks Of West U.S. Highway 82, Heretofore Zoned Planned Development (PD) District; Providing That The Tract Is Rezoned And Placed In The Planned Development (PD) Zoning Classification With Modified Development Standards; Describing The Tract To Be Rezoned; Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of Repealing Ordinance No. 6354 and establishing Ordinance No. _____ to Repeal and Replace the Development Regulations of the Heritage Ranch Planned Development to include Multi-Family as a Permitted Use in the Commercial and Entertainment District Regulations.

Background:

The property is located in the 3500-4500 Blocks Of North F.M. 1417 (Heritage Parkway) And The 600-1900 Blocks Of West U.S. Highway 82 between North Travis Street and North FM 1417 (Heritage Parkway). The owner is requesting Heritage Ranch PD (Planned Development) text amendment to include Dwelling, Multi-Family in the Permitted Uses – Commercial and the Permitted Uses – Entertainment. The owner would also like to request Site Plan approval of Heritage Ranch Multi-Family Phase 1. The current Heritage Ranch PD only allows for Multi-family development in the Residential District of the adopted PD. This proposed text amendment would allow multi-family in the Commercial and Entertainment Districts as well.

The following has been approved for this location:

600-1900 Blocks West Highway 82

- 12/15/2020 - Planned Development for Heritage Ranch Development

300-1000 Blocks West Highway 82

- 9/19/2023 - Final Plat of Heritage Ranch, Phase 1

Origination:

Development Services

Financial Consideration:

None

Staff Recommendation:

At the August 20, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Text Amendment 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. 6774
2. Exhibit A - Legal Description
3. Exhibit B - Development Standards
4. Exhibit C - Zoning Exhibit
5. Ord. No. 6354
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Signs

ORDINANCE NO. 6774

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6354 AND AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 438.99 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647, AND THE URIAH BURNS SURVEY, ABSTRACT NO. 121, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 3500-4500 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY) AND THE 600-1900 BLOCKS OF WEST U.S. HIGHWAY 82, HERETOFORE ZONED PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING THAT THE TRACT IS REZONED AND PLACED IN THE PLANNED DEVELOPMENT (PD) ZONING CLASSIFICATION WITH MODIFIED DEVELOPMENT STANDARDS; DESCRIBING THE TRACT TO BE REZONED; 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. Ordinance No. 6354 is hereby repealed in its entirety. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6354 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of Ordinance No. 6354 occurring before the effective date of this Ordinance.

SECTION 2. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 3500-

4500 Blocks of North F.M. 1417 (Heritage Parkway) and the 600-1900 Blocks of West U.S. Highway 82, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the PD (Planned Development) District zoning classification, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

The development plans, standards and uses of the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development District zoning classification. The Property shall be developed in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibits, each of which are attached hereto and incorporated herein by reference for all purposes:

- Exhibit B – Development Standards, and
- Exhibit C – Zoning Exhibit.

The Property shall be developed in compliance with the standards set forth herein, in Exhibit B and Exhibit C and all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of Exhibit B and Exhibit C shall prevail in that order.

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

SECTION 4. That 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 5. 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 6. 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 7. 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 8. 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 9. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 16th day of September 2024.

ADOPTED on this the 16th day of September 2024.

EFFECTIVE DATE on this the 16th day of September 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

Exhibit A - Legal Description

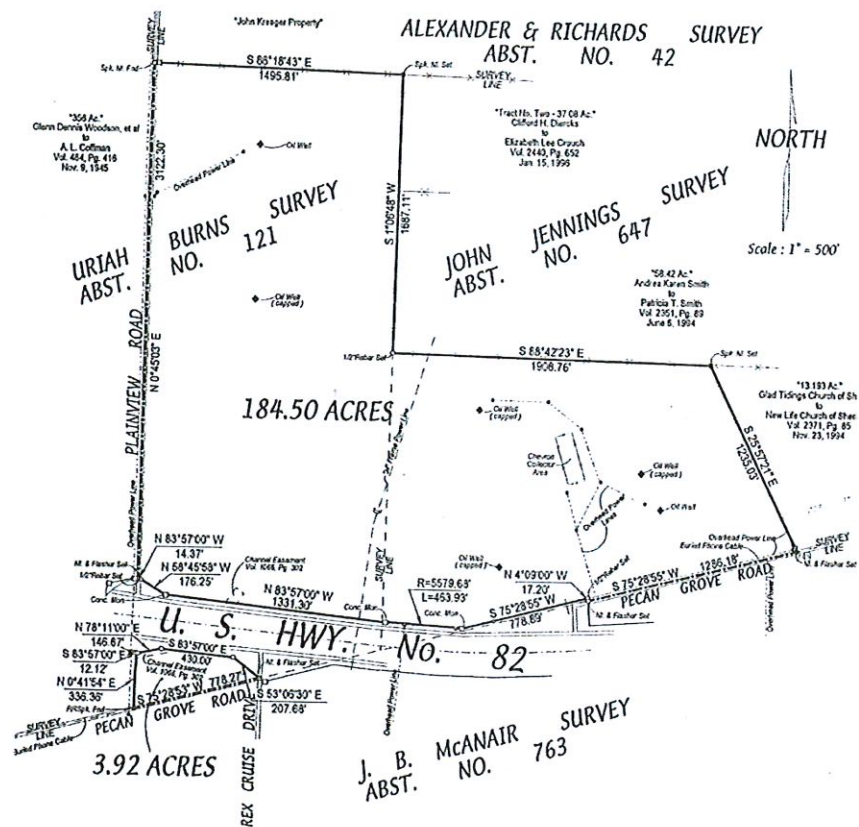


Exhibit A - Legal Description

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 fax (903)868-2970

SITUATED in the County of Grayson, State of Texas, being a part of the URIAH BURNS SURVEY, Abstract No. 121, and the JOHN JENNINGS SURVEY, Abstract No. 647, being a part of a 328 acre tract of land conveyed by N. A. Birge to James M. Head by deed dated May 17, 1898, recorded in Volume 123, Page 265, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set spike nail and flasher at the intersection of the center of a public road known as Plainview Road, the West line of said 328 acre tract, the East line of a 356 acre tract of land conveyed by Glenn Dennis Woodson, Independent Executor of the Estate of S. P. Woodson, deceased, et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, with the North line of U. S. Highway No. 82;

THENCE North 00 deg. 45 min. 03 sec. East, with the center of said Plainview Road, the West line of said 328 acre tract, the East line of said 356 acre tract, a distance of 3122.30 feet to a found spike nail maintaining the the most Westerly Northwest corner of said 328 acre tract, an ell corner of said Burns Survey, the Southwest corner of the Alexander & Richards Survey, Abstract No. 42;

THENCE South 88 deg. 18 min. 43 sec. East, with a North line of said Burns Survey, the South line of said Alexander & Richards Survey, at a distance of 41.2 ft. passing a cross tie fence corner post on the East side of said road, and continuing with the general line of a fence for a total distance of 1495.81 feet to a found spike nail at the base of a fence corner post for the most Westerly Northeast corner of said 328 acre tract, the most Easterly Northeast corner of said Burns Survey, the Northwest corner of said Jennings Survey, the Northwest corner of a 37.08 acre tract of land described in Tract No. Two in deed from Clifford H. Diercks to Elizabeth Lee Crouch, dated January 15, 1996, recorded in Volume 2440, Page 652, Official Public Records, Grayson County, Texas;

THENCE South 01 deg. 06 min. 48 sec. West, with the general line of a fence, an East line of said Burns Survey, the West line of both said Jennings Survey, and 37.08 acre tract, passing its Southwest corner, the Northwest corner of a 58.42 acre tract of land conveyed by Andrea Karen Smith to Patricia T. Smith by deed dated June 6, 1994, recorded in Volume 2351, Page 89, Real Property Records, Grayson County, Texas, and continuing for a total distance of 1687.11 feet to a found 1/2 inch rebar 3 feet West of a fence corner post, said rebar maintaining the Southwest corner of said 58.42 acre tract, an ell corner of said 328 acre tract;

THENCE South 88 deg. 42 min. 23 sec. East, with the

Exhibit A - Legal Description

-2-

THENCE South 25 deg. 57 min. 21 sec. East, with the general line of a fence, a distance of 1235.03 feet to a found spike nail and flasher for the Southwest corner of said 13.193 acre tract, in the center of a public road known as Pecan Grove Road, and on the South line of both said 328 acre tract, and Jennings Survey, the North line of the J. B. McAnair Survey, Abstract No. 763;

THENCE South 75 deg. 28 min. 55 sec. West, with the center of said Pecan Grove Road, the South line of both said 328 acre tract, and Jennings Survey, the North line of said McAnair Survey, a distance of 1286.18 feet to a found spike nail and flasher at the intersection of the center of said road, the South line of both said 328 acre tract and Jennings Survey, the North line of said McAnair Survey, with the North right-of-way line of said U. S. Highway No. 82;

THENCE in a Westerly direction with the North right-of-way line of line of said U. S. Highway No. 82, the following calls and distances:

North 04 deg. 09 min. 00 sec. West, a distance of 17.20 feet to a found 1/2 inch rebar;

South 75 deg. 28 min. 55 sec. West, a distance of 778.89 feet to a found concrete right-of-way monument;

With a curve to the right having a radius of 5579.68 ft., (chord bears North 86 deg. 19 min. 55 sec. West, 463.79 ft.), a distance of 463.93 feet to a found concrete right-of-way monument;

North 83 deg. 57 min. 00 sec. West, a distance of 1331.30 feet to a found concrete right-of-way monument;

North 58 deg. 45 min. 58 sec. West, a distance of 176.25 feet to a found 1/2 inch rebar;

North 83 deg. 57 min. 00 sec. West, a distance of 14.37 feet to the PLACE OF BEGINNING and containing 184.50 ACRES OF LAND more or less.....

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 8 th day of October, 1996 and re-surveyed in September, 2001 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.

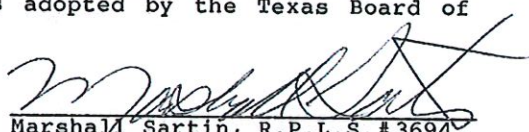
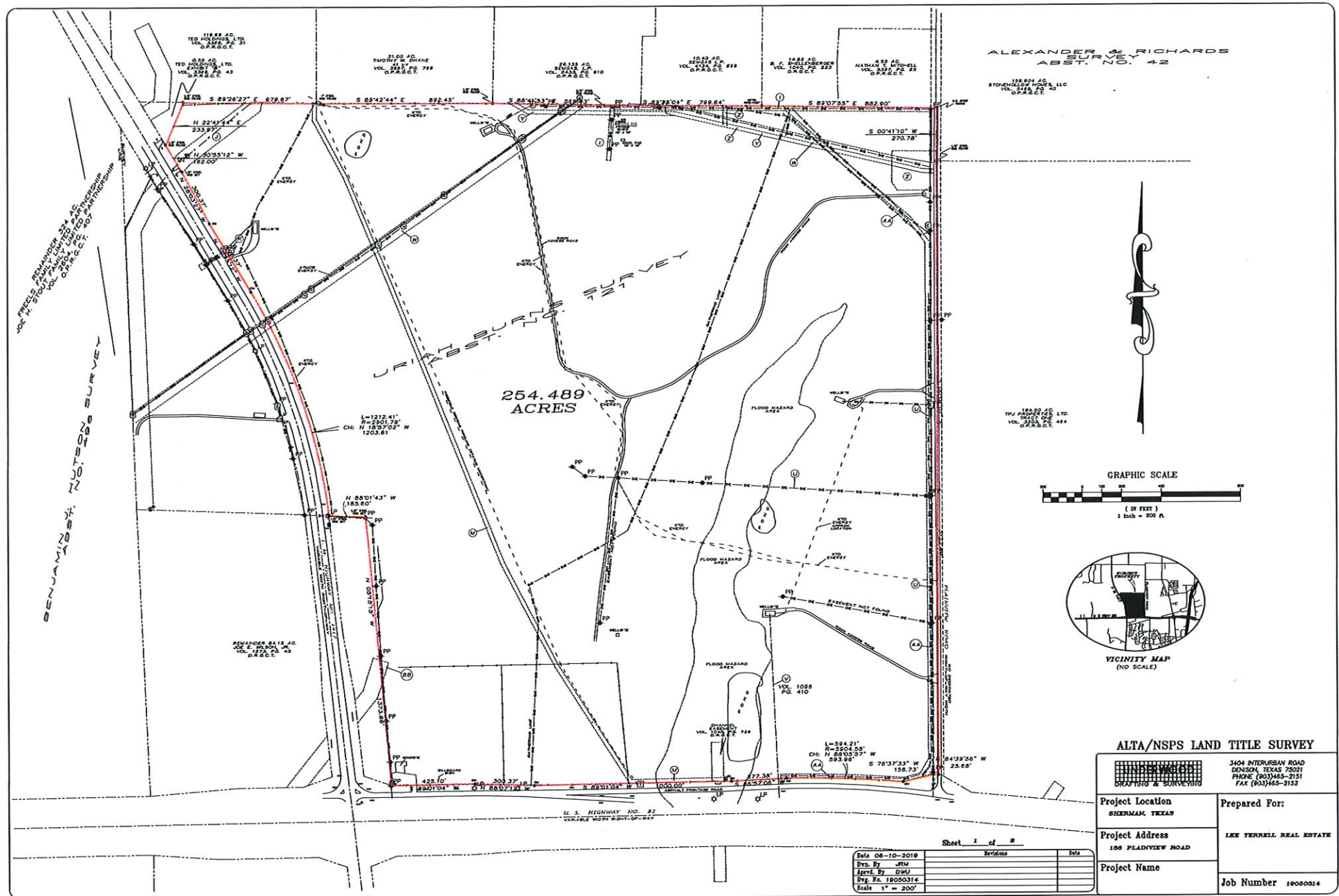

Marshall Sartin, R.P.L.S. #3694



Exhibit A - Legal Description



HERITAGE RANCH PLANNED DEVELOPMENT

Revised 16 SEPTEMBER 2024

11 DECEMBER 2020



HERITAGE RANCH PLANNED DEVELOPMENT

Revised 16 SEPTEMBER 2024

11 DECEMBER 2020

Submitted to:

City of Sherman



Submitted by:



Prepared by:



Exhibit B - Development Standards



Thank you for the opportunity to submit this Planned Development (PD) document to the City of Sherman. This document should be considered the Development Plan which contains the written terms and standards necessary to ensure compliance with the PD objectives and plans. Also, included in this document is the Conceptual Plan for the Heritage Ranch PD. The Conceptual Plan graphically defines the applicant's current intent for the development of the proposed Planned Development. The Conceptual Plan shows general land use areas, acreages and maximum densities, primary street circulation and access points, floodplains, open space, parks and pedestrian trail areas. We are excited about this Development Plan and the community it defines.

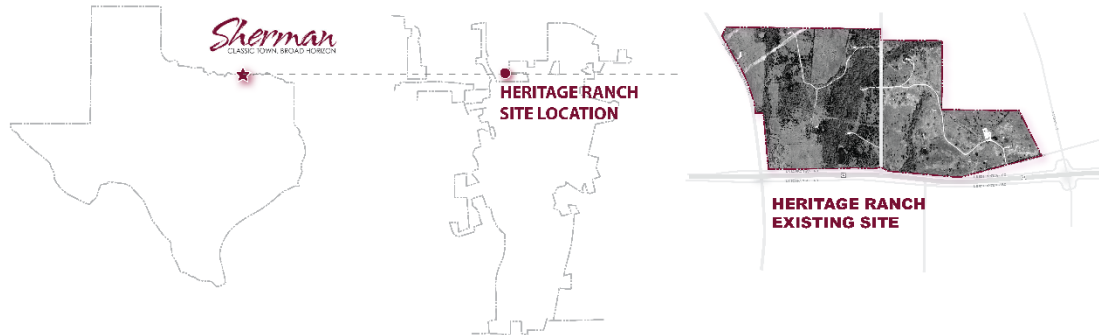
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Exhibit B - Development Standards

I. INTRODUCTION

A. PLAN OVERVIEW AND SITE



The **Heritage Ranch Planned Development (PD)** is a multi-use development and community encompassing approximately 439-acres located in and adjacent to Sherman, Texas (the “Development”). The Planned Development offers a potential future mix of commercial and residential opportunities complimented with areas set aside as parks, lakes and open space amenities. The use and development regulations set forth in the Heritage Ranch PD provides for and encourages development that contains a compatible mix of uses to allow citizens and visitors to work, play and recreate within the development.

In the event of a conflict between the City of Sherman Code of Ordinances and the regulations and standards contained in this document, this document shall control. Whenever this document is silent upon a regulation or design standard the City of Sherman Code of Ordinances shall control. Words shown in all CAPITAL LETTERS are defined terms in Section VIII. Definitions.

This 439-acre site is well located for land development. The site is located within the growing northwest quadrant of Sherman having Highway US 82 as its southern boundary and being less than a mile from Highway US 75 to the east. The US 75 corridor just north of US 82 has been one of the most active commercial destinations in Sherman. The site in bound by FM 1417 (North Heritage Parkway) on the west and connected to North Travis to the immediate east. The property is blessed with a rolling terrain that will aid development and potentially allow the owner to create a chain of lakes to link the development together and provide an amenity for citizens in Sherman.

Sherman is the county seat of Grayson County, Texas. The city’s population is estimated at 43,662 in early 2020. It is one of the two principal cities in the Sherman–Denison Metropolitan Statistical Area, and it is part of the Texoma region of North Texas and southern Oklahoma, which establishes a large regional trade area for this site.

Exhibit B - Development Standards

B. DEVELOPMENT OBJECTIVES

The Heritage Ranch PD addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

- *Create a quality development which will provide new jobs, quality homes and provide added revenue for the City of Sherman via sales and property tax income.*
- *Offer the potential for a variety of housing types responsive to current and future residents' desire for a mix of housing types.*
- *This plan offers the City of Sherman the potential for unique and special entertainment that can be the definition of destination orientated.*
- *Creating quality residential and non-residential development.*
- *Enhance the natural resources of the site to create land use value from the development of parks, lakes and open space as amenities for the community.*

C. PLANNED DEVELOPMENT PURPOSE

The (PD) Planned Development is intended to provide for combining and mixing uses into integral land use units such as employment and commercial centers; residential developments with multiple or mixed housing types; or any appropriate combination of uses which may be planned, developed or operated as integral land use units, whether by a single owner or a combination of owners.

D. COMPONENTS OF THE PLANNED DEVELOPMENT

The Heritage Ranch PD is organized in the following manner with each element defining specific items and development patterns being executed in this plan.

A. Conceptual Plan

The provisions of this document are presented through a Conceptual Plan with accompanying standards and design guidelines. The Conceptual Plan includes a depiction of general area regions, and general circulation patterns. The allocation of specific land uses, buildings and the proposed road network will be identified as specific development plans come forward at the Detailed Site Plan stage.

The Conceptual Plan is an overall guide to the development of the community. The Conceptual Plan illustrates a balanced community that incorporates residential, commercial, and entertainment uses in a walkable pedestrian community.

Exhibit B - Development Standards

The Conceptual Plan is attached and incorporated herein as Exhibit “A” – Conceptual Plan and shall serve as the overall land use plan for the development. Included with Exhibit A is a table which summarizes the general land use acreage depicted on the Conceptual Plan. The acreage and regions shown thereon reflects general area and may be modified by up to 20% more or less to respond to specific changes in the market, as authorized by the DIRECTOR. The Planning and Zoning Commission may approve deviations of more than 20% but not more than 30% with the approval of a formal amendment to this document.

B. Open Space Framework Plan

This framework plan depicts the general physical location of park, open space and pedestrian trail amenities. These locations and alignments relate to future roadways and possible divisions of land use types. Some of these separations are created in their location due to an existing utility easement or ROW. It is the desire that these locations will correspond to a well-planned and pedestrian connected community. The lakes and adjacent space are formed in part due the existing topography and surface watershed. Again, it is the desire that the potential lake and/or lakes will be a signature element for the Heritage Ranch PD.

The Open Space Framework Plan is attached and incorporated herein as Exhibit “B” – Open Space Framework Plan and shall serve as the guiding document for the general locations and types of open spaces and trails that shall be provided in the Development. The exact location of each open space and trail shall be determined at the time of platting but shall generally follow the layout identified in the Open Space Framework Plan.

C. Transportation Master Plan

This supporting framework plan defines the general location of vehicular transportation routes. These locations relate to future streets and roadways being planned and constructed. All of the roads listed and their specific dimensions are from the current City of Sherman Throughfare Plan. These roadways are planned to align with other existing adjacent roads (Plainview Road and Rex Cruse Drive) also per the current City of Sherman Throughfare Plan. It is the desire of the Heritage Ranch PD to create a transportation network that allows good mobility to and from this site along with connectivity across Sherman.

The Transportation Master Plan is attached and incorporated herein as Exhibit “C” – Transportation Master Plan, and shall serve as the guiding document for the general locations and designs of ingress and egress to the development from public thoroughfares and the general locations of collector and arterial streets within the development. The exact locations of the access points to the development from public thoroughfares and the exact layout and design of collector and arterial streets within

Exhibit B - Development Standards

the development shall be determined at the time of platting, but shall generally follow the Transportation Master Plan.

D. Land Use Requirements

This PD is divided into four (4) regions as identified in the Concept Plan. Each region is intended to allow for the development of unique and complimentary uses to the other regions, and especially those regions adjacent to one another. The following uses are the allowable (permitted) uses for each region. No other uses shall be permitted without approval by the Director.

Permitted Uses – Commercial

This region is primarily intended for mixed-use retail, commercial and office uses.

Permitted Uses

AMUSEMENT SERVICES
BED AND BREAKFAST
CAR WASH
CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
DWELLING, MULTI-FAMILY
EDUCATIONAL FACILITY
ENTERTAINMENT
EXHIBITION HALL
FRATERNAL ORGANIZATION, LODGE, CIVIC CLUB, OR UNION
FUEL SALES
HOSPITAL
HOTEL
KIOSK
MANUFACTURING BUSINESS
MARKET (PUBLIC)
MEDICAL OFFICE/SERVICE
MICROBREWERY
OFFICE
OUTDOOR RECREATION
PARK/PLAYGROUND
PROFESSIONAL SERVICES
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SCHOOL, OTHER
SEASONAL USES
SERVICE BUSINESS

Exhibit B - Development Standards

TELEMARKETING AGENCY
UTILITIES (PUBLIC)
VETERINARIAN CLINIC

Permitted Uses – Entertainment

The Entertainment Region for events, mixed-use retail, and commercial uses.

Permitted Uses

AGRICULTURE
AMUSEMENT SERVICES
ARENA
BED AND BREAKFAST
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
DWELLING, MULTI-FAMILY
ENTERTAINMENT
EXHIBITION HALL
FUEL SALES
HOSPITAL
HOTEL
KIOSK
LIVESTOCK SHOWING
LIVESTOCK STABLES
MANUFACTURING BUSINESS
MARKET (PUBLIC)
OFFICE
OUTDOOR RECREATION
PRIVATE CLUB
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SEASONAL USES
SERVICE BUSINESS
UTILITIES (PUBLIC)
VETERINARIAN CLINIC

Permitted Uses - Residential

This region is intended for a variety of residential development of varying DENSITY. Residential development within these areas consist of single-family and multi-family residences and TOWNHOUSES as the primary uses.

Permitted Uses

ACCESSORY DWELLING
ACCESSORY STRUCTURES
ASSISTED LIVING FACILITY

Exhibit B - Development Standards

CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP
COMMUNITY SERVICE
CONTINUING CARE RETIREMENT COMMUNITY
CONVALESCENT AND NURSING HOME
DWELLING, MULTI-FAMILY
DWELLING, ONE-FAMILY
EDUCATIONAL FACILITY
FAMILY HOME
INDEPENDENT SENIOR LIVING FACILITY
MEDICAL OFFICE/SERVICES
OUTDOOR RECREATION
PARK/PLAYGROUND
SCHOOL (K THROUGH 12)
TOWNHOUSE
UTILITIES (PUBLIC)

Permitted Uses – Park and Open Space

This region is primarily intended for outdoor uses.

Permitted Uses

COMMUNITY GARDEN
GREENWAY
OPEN SPACE
OUTDOOR RECREATION
PEDESTRIAN TRAILS
PARK/PLAYGROUND
PUBLIC CORRIDOR
PUBLIC PARK, STATE PARK, MUNICIPAL PARK
PUBLIC PLAZA
PUBLIC STREETS
RESERVATION

The following uses shall be Prohibited Uses in the Commercial, Entertainment, Residential, and Park and Open Space Regions:

- Tattoo parlors
- Sexually oriented businesses
- Community Home
- Municipal – water treatment plant
- Municipal – wastewater treatment plant
- Electrical generating plant

E. Architectural Requirements

Exhibit B - Development Standards

The architectural standards section governs the Commercial, Residential, Entertainment and Park and Open Space regions for architectural elements and appurtenances related to the facade materials, roofs, service areas and other building standards.

F. Site Requirements

The site development standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

II. SITE DEVELOPMENT STANDARDS

The Site Development Standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

A. PUBLIC SPACES (*parks, trails, sidewalk, etc.*)

There are three (3) different types of public spaces in the Heritage Ranch PD -they include park and open space, pedestrian trails, and pedestrian sidewalks.

A. Park and Open Space

PARK and OPEN SPACE will be primarily green environment located along enhanced streets, lakes, and/or pedestrian corridors and will serve as a public destination. PARK and OPEN SPACE may include features such as pedestrian shade structures, tables, pedestrian benches, and walking paths. There is the possibility that some or all of the PARK and OPEN SPACE around the future lakes could be co-developed with the City of Sherman Parks Department for the use of citizens and flood retention (similar to Pecan Grove West and East Parks).

B. Pedestrian Trails

PEDESTRIAN TRAILS are to connect uses together and allow pedestrians a safe and healthy manner to traverse the development. Trails within the Heritage Ranch PD may run on existing utility easements and/or ROW's (overhead or underground).

C. Pedestrian Sidewalk

Within the Heritage Ranch PD pedestrian sidewalks will range from five feet to eight feet wide, as described in the Public Streets Section of this Document. The design intent provides enhanced pedestrian crossings at STREET INTERSECTIONS by minimizing curb to curb dimensions.

B. PUBLIC STREETS

Exhibit B - Development Standards

This Section describes proposed roadway design standards associated for the Heritage Ranch PD with each of the functional classifications as related to the City of Sherman Thoroughfare Plan. Roadway design standards are in the City of Sherman's Subdivision Ordinance and include roadway design criteria and cross section elements for Major Thoroughfares (arterial) and Collector and Local streets. While street classification reflects the functions that roadways serve as part of the street network, roadway design standards are related to traffic volume, design capacity, and level of service.

Minimum Driveway and Intersection Spacing and Separation:

- A. Driveway and intersection spacing** (distance between driveways, measured edge-to-edge):
1. Highway/Frontage Road—One (1) driveway per three hundred (300) linear feet of LOT FRONTAGE or TxDOT regulations if applicable.
 2. Minor Arterial street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
 3. Collector street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
 4. Minimum distance from driveway to street corner—Fifty (50) feet, as measured from the street corner radius point of tangency.

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Exhibit B - Development Standards

B. Minor Arterial

Arterial streets form an interconnecting network for broad movement of traffic in the Heritage Ranch PD development. Arterials typically accommodate between 30 and 40 percent of an area's travel volume. Since traffic movement, not land access, is the primary function of arterial, access management is essential to avoid traffic congestion and delays caused by turning movements for vehicles entering and exiting driveways.

Minor Arterials focus on moving intra-regional traffic. These types of thoroughfares carry high volumes of traffic and also have relatively higher speeds as well. The number of lanes for a Minor Arterial are four (4) based on either the current or the future demands and the potential development. The cross section for this street type is shown below:

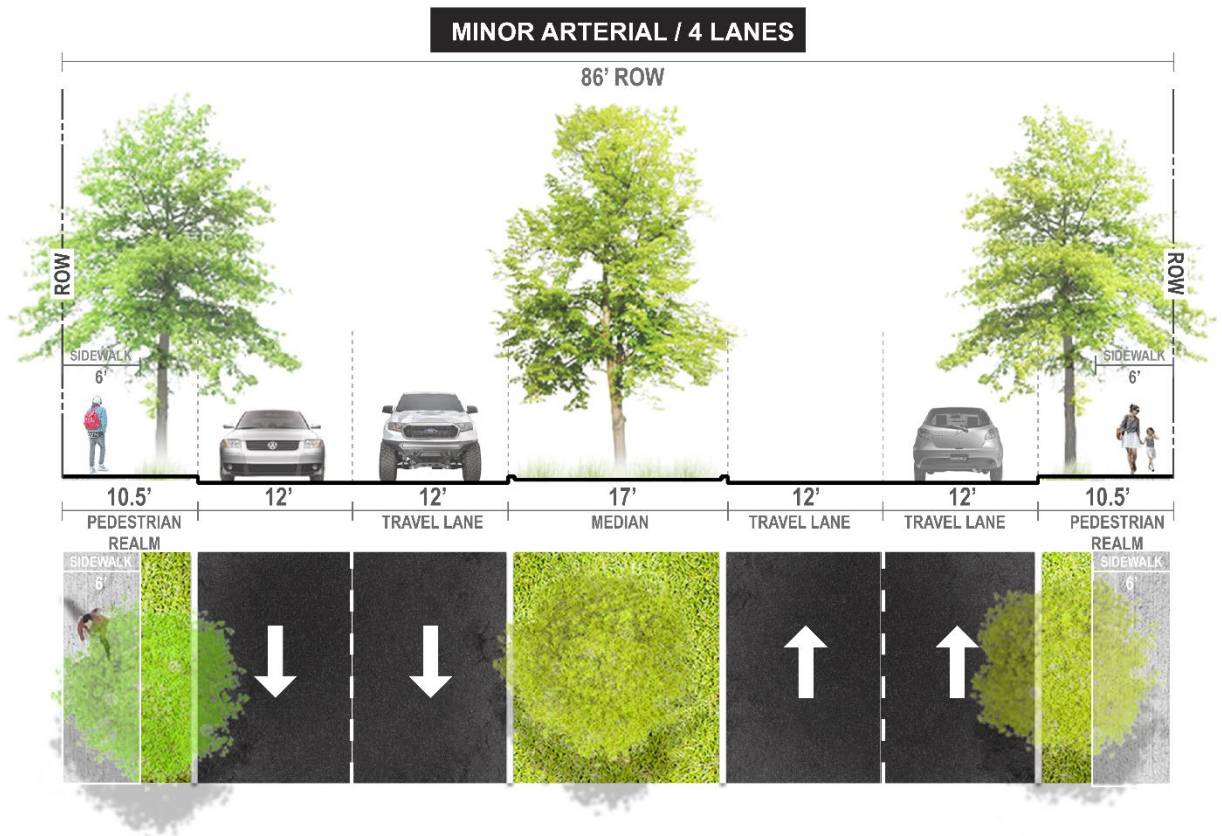


Exhibit B - Development Standards

C. Collector

Street layout plans: residential and commercial areas must include collector streets to provide efficient traffic ingress/egress and circulation. Since collectors generally carry higher traffic volumes than non-collector streets, they may require a modified roadway cross section at intersections with arterial streets to provide adequate capacity for both through traffic and turning movements. This cross section allows for painted center turn lanes, which provides opportunities to improve traffic flow in areas that have primary driveway locations and/or higher levels of turning traffic. This added left turn lane would serve as a transition and/or modification to the standard collector.

The collector serves uses related to commercial traffic and needs of surrounding residential neighborhoods. The cross section for this street type is shown below:

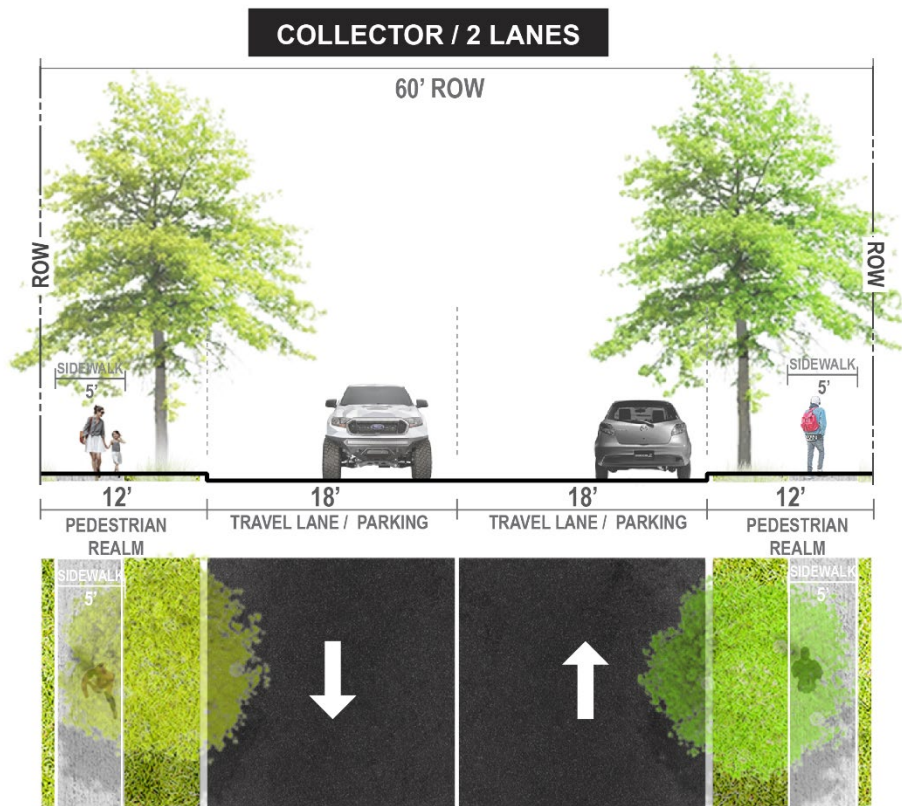
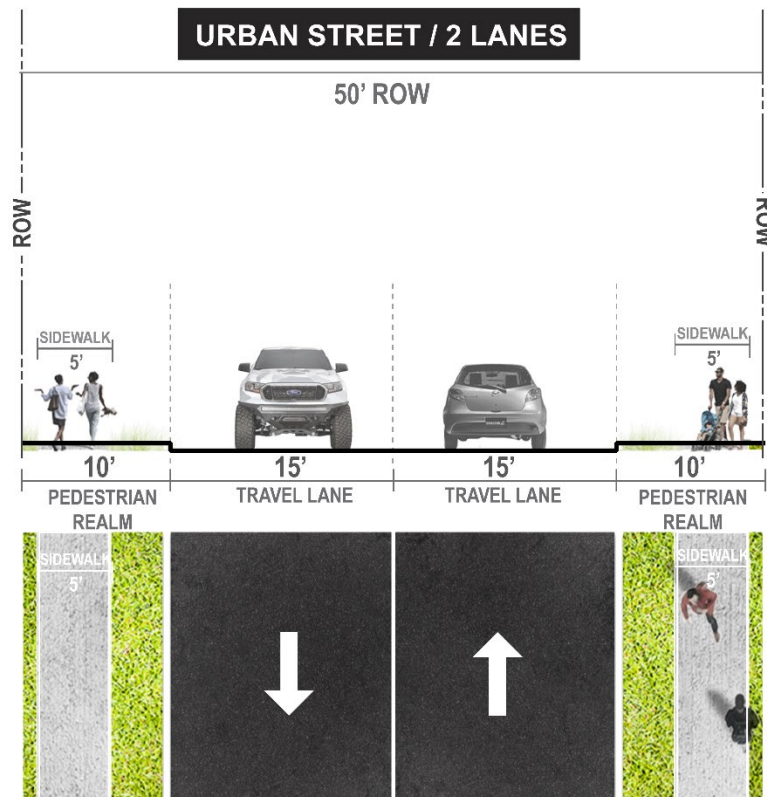


Exhibit B - Development Standards

D. Urban Street

The current Sherman standard for an urban street is a right-of-way width of 50 feet and a pavement width of 30 feet. However, these standards do not account for situations where less lane width may be acceptable due to lower DENSITY and fewer trips generated.



III. BUILDING TYPOLOGY DESIGN STANDARDS

The Building Typology Design Standards section establishes basic parameters for permitted and prohibited uses, building placement, lot widths, height, stories, and overall densities. Building Typologies for uses permitted with conditions that are not specified in the following sections shall be proposed to the CITY in a manner that satisfies the intent of this Planned Development.

For each standard set identified below, the following BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations shall apply, provided that minor deviations therefrom which do not exceed 10% greater or lessor may be approved by the DIRECTOR if the minor deviation(s)

Exhibit B - Development Standards

is justified in order to meet the intent of this PD or there is an undue hardship which prevents full compliance with these Standards. BUILDING HEIGHTS will be measured from the ground immediately adjacent to the foundation to the eave line of the building. In the event that a Permitted Use in any standard sets does not have a corresponding height or area regulation specified herein, the height and area regulations for such use shall be those for uses most similar to such permitted use.

A. RESIDENTIAL STANDARDS

At least two of the following residential housing types shall be required in the Residential Region of this PD.

A. Multifamily/Apartments

- All multi-family apartment buildings within the residential district will be a minimum of two (2) STORIES and a maximum of five (5) STORIES.
- Maximum DENSITY 28 units per acre
- Maximum lot coverage: Sixty (60) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: ten thousand (10,000) square feet.
 2. FRONT YARD setback: fifteen (15) feet.
 3. Minimum SIDE YARD setback: ten (10) percent of the LOT WIDTH not to be less than five (5) feet, but need not exceed fifteen (15) feet; twenty (20) feet from a street right-of-way line for a CORNER LOT; unless adjacent to a single family, duplex, patio home or single family use, then side and rear setbacks shall be according to the height of the multifamily building, but not exceed fifty (50) feet.
 4. Minimum REAR YARD: ten (10) feet.
- Building separation: fifteen (15) feet
- Minimum Floor Area:
 1. Efficiency unit: four hundred fifty (450) square feet per unit.
 2. One-bedroom unit: six hundred (600) square feet per unit.
 3. Two or more-bedroom unit: eight hundred twenty-five (825) square feet for the first two bedrooms, plus an additional one hundred twenty-five (125) square feet for every bedroom over two. for example, a three-bedroom unit must have a minimum of nine hundred fifty (950) square feet.
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.

B. Townhouses

- TOWNHOUSES within the residential district shall have a maximum of three (3) floors.
- TOWNHOUSES are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- TOWNHOUSES shall be grouped in a maximum of eight (8) attached TOWNHOUSES.

Exhibit B - Development Standards

- TOWNHOUSES may be served by rear ALLEYS or front-facing garages.
- TOWNHOUSES can be a “for sale” or “for rent” product type
- Maximum lot coverage: Sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES
 1. LOT AREA: one thousand seven hundred (1,700) square feet
 2. LOT WIDTH: twenty (20) feet
 3. FRONT YARD: ten (10) feet
 4. SIDE YARD: zero (0) feet for any side abutting another unit; five (5) feet for any side not abutting another unit
 5. REAR YARD: ten (10) feet
- Building Separation: fifteen (15) feet
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).

C. Patio Homes

- Patio homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Patio homes may be served by rear ALLEYS or front-facing garages.
- Patio homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Patio homes can be a “for sale” or “for rent” product type
- Maximum lot coverage: sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: three thousand (3,000) square feet
 2. LOT WIDTH: thirty (30) feet
 3. FRONT YARD: fifteen (15) feet
 4. REAR YARD: ten (10) feet
 5. SIDE YARD:
 - Option One: five (5) feet each side ten (10) feet on CORNER LOTS adjacent to a street right of way line.
 - Option Two: one (1) foot on one side yard and nine (9) feet on the other side yard. Applies to INTERIOR LOTS only. A five (5) foot maintenance EASEMENT is required on the LOT that adjoins the one (1) foot side of the adjacent LOT for maintenance.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).

Exhibit B - Development Standards

- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.

D. Single Family Homes

- Single family homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Single family homes may be served by rear ALLEYS or front-facing garages.
- Single family homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Single family homes can be a “for sale” or “for rent” product type
- Maximum lot coverage: Fifty (50) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: three thousand two hundred (3,200) square feet
 2. LOT WIDTH: forty (40) feet
 3. FRONT YARD: ten (10) feet
 4. REAR YARD: ten (10) feet
 5. SIDE YARD: five (5) feet each side; ten (10) feet on CORNER LOTS adjacent to a street right of way line
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited

E. Non-residential Uses

DETAILED SITE PLAN approval shall be required by Planning and Zoning Commission and City Council to establish BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations for any non-residential use listed as a Permitted Use in the Residential Region.

B. COMMERCIAL STANDARDS

A. Retail

- RETAIL will consist of various building typologies - such as large box retail, in-line retail, single use retail, and RESTAURANTS. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.

Exhibit B - Development Standards

- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.
- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).

B. Office

- OFFICE use will consist of various building typologies – such as larger corporate office buildings, small multi-tenant office buildings, and flex office buildings intended for assemblage and manufacturing uses. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.
- Maximum height: five (5) STORIES.
- Minimum LOT AREA: none.
- Minimum side and rear yards:
 1. When nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall development with lots or lease spaces abutting one another, no side yard is required provided that the CITY'S Building Code requirements have been met.
- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

C. Hotel (Full and Limited Service)

- The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new HOTEL buildings in the Heritage Ranch development.
- HOTEL shall be defined as a building with habitable rooms or suites which are reserved for guests who rent the rooms or suites on a daily basis, and with controlled access to the rooms via a lobby or interior hallway.
- The establishment shall furnish customary hotel services such as linen, maid service, telephone, use and upkeep of furniture.
- Building articulation shall be included on all facades.
 1. A porte-cochere or other covered area shall be provided immediately adjacent to the building entrance nearest the registration desk.

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2. Exterior balconies shall not be allowed within two hundred (200) feet of any residentially zoned property.
3. All full service HOTELS may provide:
 - Swimming pool.
 - Other recreational facilities such as, but not limited to, exercise rooms equipped with exercise equipment, tennis or racquetball courts, spas, or game areas.
 - Full-service HOTELS shall provide a full-service RESTAURANT.
 - Meeting or conference facilities
- Maximum height: six (6) STORIES
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

C. ARENA / ENTERTAINMENT

- The arena/entertainment district is designed to encourage the concentration of recreational, entertainment and cultural uses to complement the development's HOTEL/convention center.
- Paved sidewalks, driveways and parking areas are required.
- Temporary overflow parking for events may be paved but can be grass, gravel, or other methods.
- Off-site parking shall be allowed adjacent to the arena site.
- Overnight trailer parking and RV hookups shall be screened from view of public roadways.
- Recreational vehicles, travel trailers or motor homes may be used on a temporary basis during events.
- All rooftop equipment shall be screened from view.
- Screening of loading and storage facilities is required.
- All horse stables and other animal holding areas should be fenced or screened from PUBLIC VIEW.
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

D. HEIGHT LIMIT EXCEPTIONS

- Unless noted in this PD, no specific BUILDING HEIGHT limits in the commercial or arena/entertainment standards.
- For all design categories, architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including but not

Exhibit B - Development Standards

limited to spires, belfries, towers, cupolas, domes, and roof forms shall not count towards BUILDING HEIGHT limitations.

- For commercial areas, mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend above the actual BUILDING HEIGHT.

IV. ARCHITECTURAL STANDARDS

The Architectural Standards section will govern residential and commercial architectural elements and treatments related to the facade materials, roofs, service areas and other elements and standards.

The DIRECTOR may approve alternative exterior building materials if he/she determines that such materials are equivalent or better than those required herein and the same enhance the architectural design and creativity of the building or structure and do not adversely impact surrounding developed properties.

A. RESIDENTIAL - MULTIFAMILY / APARTMENTS

A. Façade Materials

1. Permitted primary building materials (which must cover not less than 75% of the area of the facade) should be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Multi-family/apartment accent building materials (which may cover no greater than 25% of the area of the facade) may be:
 - Pre-cast masonry (for trim and cornice elements only)
 - Gypsum reinforced fiber concrete (for trim elements only)
 - Metal (for beams, lintels, trim elements and ornamentation only)
 - Honed, colored or split-faced Concrete Masonry Unit (CMU) block (only for piers, foundation walls and chimneys)

C. Building Awnings and Canopies

1. Awnings and canopies when used should be architectural and constructed with fully OPAQUE materials that complement the building's character.
2. Awnings and canopies shall not be internally illuminated.

D. Building Roofs

1. Permitted roof materials:
 - Architectural asphalt shingles

Exhibit B - Development Standards

- Tile, clay or concrete (faux clay)
- Slate (equivalent synthetic or better)
- Metal (standing seam, equivalent or better)
- Roofing material may be monolithic Thermoplastic Polyolefin (TPO) membrane or equivalent material.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the main structure, or a combination.
6. Perimeter fencing or screening shall not be required.
7. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
8. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

B. RESIDENTIAL – TOWNHOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. TOWNHOME accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

Exhibit B - Development Standards

C. Building Roofs

1. Permitted roof materials:
 - 30-year dimensional shingles
 - Tile, clay or concrete (faux clay)
 - Slate (equivalent synthetic or better)
 - Metal (may be limited to porches or accent roofs)
2. Roofing materials shall have a minimum 30-year rated warranty.
3. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
4. Roofs, dormers and chimneys:
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

C. RESIDENTIAL - PATIO HOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

C. Building Roofs

Exhibit B - Development Standards

1. Permitted roof materials:
 - 30-year dimensional shingles
 - Tile, clay or concrete (faux clay)
 - Slate (equivalent synthetic or better)
 - Metal (may be limited to porches or accent roofs)
2. Roofing materials shall have a minimum 30-year rated warranty.
3. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
4. Roofs, dormers and chimneys:
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

D. RESIDENTIAL - SINGLE FAMILY HOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation only)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

C. Building Roofs

1. Permitted Roof Materials:

Exhibit B - Development Standards

- 30-year dimensional shingles
 - Tile, clay or concrete (faux clay)
 - Slate (equivalent synthetic or better)
 - Metal (may be limited to porches or accent roofs)
 - Roofing materials shall have a minimum 30-year rated warranty.
2. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
 3. Roofs, dormers and chimneys
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

E. COMMERCIAL – OFFICE

Prior to site and building permit requests, architectural building elevations shall be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Materials and Colors

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Materials and colors for wall and monument signs should be compatible with the MAIN BUILDING'S colors and materials.
4. All exterior materials, textures and colors shall be appropriate for the architectural style or theme of the building.
5. Compatible colors on a single facade, or composition, should seek to add interest and variety while reducing building scale.

B. Building Lighting

1. The design of the building's exterior light fixtures shall be architecturally compatible to the character of the development.

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.

Exhibit B - Development Standards

2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

E. Canopies & Awnings

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awnings are discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

F. Signage & Graphics

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

G. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

F. COMMERCIAL - FLEX OFFICE

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Façades Materials

1. Long, blank facades should be avoided to the extent possible.
2. Facades of large buildings visible from a PUBLIC STREET should include architectural features such as reveals, windows and openings.
3. Primary building entries should be readily identifiable.
4. Steel/Metal siding
5. Steel structural supports

Exhibit B - Development Standards

B. Accent Elements

1. Accent building materials (near 5% of the area of the facade) may be:
 - Limestone
 - Other masonry
 - Hone, colored or split-faced CMU block

C. Materials and Colors

1. Large expanses of smooth material (e.g. concrete) should be broken.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.

D. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

E. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

F. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

Exhibit B - Development Standards

G. COMMERCIAL - HOTEL (FULL AND LIMITED SERVICE)

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Building Materials

All construction must have an exterior facade of a minimum of eighty (80) percent glass, brick, masonry, stone, stucco, EIFS, or other cementitious type of materials on each facade. The remaining twenty (20) percent may be of any other building code acceptable material of a contrasting color, texture, or design.

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. All exterior materials, textures and colors should be appropriate for the architectural style or theme of the building.
4. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. RV Parking

1. Any parking designated for trucks, recreational vehicles and other large vehicles shall be placed in a defined location.

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.

Exhibit B - Development Standards

6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

F. Canopies & Awnings

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awning is discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

H. COMMERCIAL

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Facade Materials

Permitted primary building materials (which must cover not less than 75% of the area of the facade) shall be:

1. Masonry/stone
2. Stucco/plaster
3. Cementitious siding (Hardie-plank™ or equivalent)
4. Other primary building materials shall be required to obtain a special exception as a part of DETAILED SITE PLAN approval.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 25% of the area of the facade) may be:

Exhibit B - Development Standards

- Pre-cast masonry
- Gypsum reinforced fiber concrete
- Limestone
- Other masonry
- Metal
- Honed, colored or split-faced CMU block

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Building Awnings and Canopies

1. Materials, illumination and location:
 - Awnings and canopies shall be architectural and constructed with fully OPAQUE materials that complement the building.
 - Awnings and canopies shall not be internally illuminated.

F. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

Exhibit B - Development Standards

I. COMMERCIAL - ARENA / ENTERTAINMENT

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Facade Materials

Permitted primary building materials which will follow the design style of a North Texas ranch /livestock arena (which must cover not less than 95% of the area of facade) shall be:

1. Steel/Metal siding
2. Steel structural supports

B. Accent Elements

1. Accent building materials (near 5% of the area of the facade) may be:
 - Limestone
 - Other masonry
 - Hone, colored or split-faced CMU block

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

F. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.

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2. Attached signage should consist of individual letters.
3. Signage will be large to be in scale with this building.

G. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

V. SITE ELEMENTS - *Lighting, parking, and signage standards*

The Site Elements section establishes the standards for public/private exterior space lighting, provision of adequate parking, and compatible signage.

A. LIGHTING

Illumination is key to the safety and enjoyment of exterior environments by citizens, patrons, and guests of Heritage Ranch.

A. Pedestrian Trail

Sidewalk lighting with standard poles, pedestrian height poles, bollards and/or wall mounted fixtures are allowed on PEDESTRIAN TRAILS.

B. Commercial Streets

Streets in the Commercial and Entertainment Regions are typically designed to create a pedestrian oriented shopping or commercial district that includes special themed lighting. Decorative or themed lighting to create a special pedestrian street environment in the Commercial and Entertainment Regions will be allowed. These themed lights should be mounted on pedestrian-scaled poles. Use of LANDSCAPING, signage, and seating may be used in conjunction with the themed lighting to create a pedestrian street environment.

C. Parking Lot

Standard poles and fixtures shall be of a single color, compatible with the architecture of the building.

D. Street Lighting

1. General
 - All new developments should provide pedestrian scaled streetlights where feasible.
 - All new ALLEYS should have lights mounted on outbuildings or garages. These lights should be connected to a separate circuit other than the MAIN BUILDING.
 - Outdoor lighting should create and encourage a pedestrian friendly environment, which is especially beneficial to residential neighborhoods and neighborhood business districts. Pedestrian-scale lights should improve

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sidewalk illumination for pedestrian traffic and enhance community safety and business exposure.

- Street lighting should be designed to be appropriate to its neighborhood identity. Such things as height of lamp post, lamp head and lighting source and spacing can all be calibrated accordingly.
- Where existing light poles provide street lighting, new light fixtures may be mounted on existing poles to maximize resources and minimize installation time. A more expensive option is to install the new light fixtures on top of free- standing poles that receive power via underground conduit.

2. Size

- The height of lamp posts should be designed to be proportional to the width of the street. The general regulated height of streetlamps should be 12 to 15 feet for pedestrian- oriented neighborhoods. Typically, the 12-foot lampposts should be used for streets in residential neighborhoods and the 15-foot lampposts should be used on all other street types. This is not required for parking areas.
- For those STREET INTERSECTIONS that require more light, the 20-foot lamppost can be instituted for safety, but should be used only if necessary.

3. Location

- The minimum clearance from a streetlight pole to the face of curb should be 2 feet.
- The minimum clearance from a streetlight pole to the edge of a sidewalk should be 1 foot.
- The minimum clearance from a streetlight pole to the centerline of a tree should be 20 feet.
- A consistent on-center distance for lampposts should be established appropriate to the location. Typically, this dimension is 90 feet on center.
- On residential side streets, light posts should be placed within the parkway (tree planting strip) where one exists or within 2 feet from the curb when such a location does not reduce the sidewalk dimension to less than 5 feet.
- In existing residential neighborhoods, when street lighting will be added and neither of the above conditions can be met, lamp posts should be placed within one foot of the sidewalk in the front yard (front setback), provided a utility EASEMENT is already in place in that location.
- Lighting poles may be alternating sequence from one side of the street to the other, to ensure continuous light pockets.

4. Character

- All lamp posts should have a base, a middle and a top.
- Where applicable, the style of the street fixtures should be consistent.
- High-pressure sodium lights are prohibited. LED lights are encouraged.
- Cobra-heads shall not be used on streets in residential neighborhoods or pedestrian-oriented commercial streets. Cobra-heads should only be used on high-volume traffic streets.

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- Shoebox style lighting should not be used, except in large parking areas, or on the rear of buildings.
- Column streetlights should be used on streets in residential neighborhoods .
- Multi-head column streetlights may be used on all other street types.

B. PARKING

Surface parking required for uses within the Residential, Commercial, and Entertainment Regions.

Parking lots with two hundred (200) spaces or more shall be divided into separate areas divided by LANDSCAPED areas or sidewalks measuring a minimum of ten (10) feet in width or by a building or group of buildings.

1. Pedestrian sidewalks shall be directly linked to entrances and the internal circulation of the building.
2. Connections shall be made when feasible to any streets adjacent to the property and to any pedestrian facilities that connect to the property unless pedestrian and/or traffic hazards prohibit such connections.
3. Adjacent nonresidential sites shall provide cross vehicular access between nonresidential lots.

Minimum Parking Requirements

Minimum parking requirements for each land use is noted below.

A. Residential

The minimum number of car parking spaces shall be provided in accordance with the following ratios:

1. Single-family dwelling units: two (2) spaces per unit on a paved driveway all concrete or similar paved surface such as turf pavers, brick pavers, or asphalt.
2. Two-family dwelling units: four (4) spaces per dwelling (two spaces per unit).
3. Efficiency units (zero bedrooms): one (1) space per unit.
4. One-bedroom units (apartments): one and one half (1.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
5. Two-bedroom units (apartments): two (2) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
6. Three-bedroom units (apartments): two and one half (2.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

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7. Four-bedroom units (apartments): three (3) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

B. Retail

One (1) space per 250 SF of gross floor area.

C. General Commercial

One (1) space per 250 SF of gross floor area.

D. Arena

One (1) space per four (4) seats

E. Restaurant

One (1) space per 150 SF of gross floor area.

F. Office

One (1) space per 300 SF of gross floor area.

G. Hotel (Limited and Full Service)

Parking shall be provided in accordance with the following standards:

1. One (1) space per guest room,
2. Plus one (1) space per each five (5) RESTAURANT or lounge area seats,
3. Plus one (1) space for each one hundred twenty-five (125) square feet of meeting/conference room area.

H. On-Street Parking

The Heritage Ranch PD will allow on-street parking per CODE on the street types as defined within this document . The street types that will include this parking are the Urban Street and Collector.

I. Requirements

1. On-street parking within 200 feet of a LOT shall be counted toward the total required parking for that LOT.
2. Upon submittal of an acceptable comprehensive parking plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative parking requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval

Exhibit B - Development Standards

provided that such alternatives are consistent with this PD and the overall Development

3. A parking plan is required at the time of DETAILED SITE PLAN submittal.

C. WAYFINDING AND SIGNAGE

Unless specifically provided for below or addressed in other sections of this PD, the Development shall conform to the Sign Requirements set forth in the CODE. Required signage within the public right of way shall meet the minimum requirements of the Texas Manual on Uniform Traffic Control Devices.

- A. A sign plan for a region is required at the time of DETAILED SITE PLAN submittal.
- B. A wayfinding system providing directional and informational signs that are attractive, clear and consistent in theme, location, and design shall be allowed throughout the Development.
- C. Signs for a retail, office or similarly permitted use may be hung from the front of the building and may extend perpendicularly up to 30 inches into the pedestrian sidewalk provided that the bottom of such sign shall be at least 8 feet above the pedestrian sidewalk.
- D. Wayfinding and Signage within the Development shall conform generally to the design pallet, theme, and architectural elements of the Development.
- E. Upon submittal of an acceptable sign plan for a region, or for a substantial portion of a region, the DIRECTOR may recommend alternative wayfinding and signage requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommend by the developer and consistent with this PD and the overall Development.
- F. Portable or wheeled signs located outside any building shall be prohibited.

VI. LANDSCAPE STANDARDS

LANDSCAPING standards are used to promote a flexible framework of planting and green areas that enhance and safeguard property values while aiding in erosion control, noise abatement, glare and reflection control, buffering between land uses.

A. LANDSCAPE

A. Landscape Definition

Exhibit B - Development Standards

LANDSCAPING shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs, flowers, vines and other ground cover.

B. Site Definition

Site shall be defined, for the purposes of these guidelines, as any plot, TRACT or PARCEL of land or combination of contiguous lots, TRACTS or PARCELS of land.

C. Compliance

LANDSCAPING shall conform to the following:

1. LANDSCAPING shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy.
2. Due to certain circumstances, conditions, or hardships, the DIRECTOR may authorize a reasonable delay for planting of new landscape materials, in which case, a certificate of occupancy may be issued.
3. If such a delay is authorized by the DIRECTOR, all LANDSCAPING shall be planted not later than the date provided in the authorization from the DIRECTOR.
4. All LANDSCAPING shall be installed so as to avoid hazards.
5. Upon submittal of an acceptable LANDSCAPING and/or screening plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative LANDSCAPING and screening requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommended by the developer and consistent with this PD and the overall Development.
6. A LANDSCAPING plan is required at the time of DETAILED SITE PLAN approval.
7. Tree and LANDSCAPING:
 - The CITY finds that the planting of trees aids in the stabilization of soil by preventing erosion and sedimentation, generates oxygen, and provides a buffer.
 - This document shall apply to all new residential and commercial construction.
 - Any lot having a building setback of greater than ten (10) feet shall have at least one (1) front yard tree of at least three (3) caliper inches in diameter.

B. SCREENING

- LANDSCAPING shall be a permitted screening mechanism.

Exhibit B - Development Standards

- If LANDSCAPING is used as a screening mechanism, screening height shall be a minimum of three (3) feet at full maturity of landscape unless otherwise noted in this Section.
- All LANDSCAPING shall be installed so as to avoid hazards.
- Shrubs of sufficient height when used alone, or in conjunction with other materials, shall meet the minimum height requirements of this Section.
- Masonry walls shall be a permitted screening mechanism.
- Wood OPAQUE fencing and walls shall be permitted as a screening mechanism and must be maintained in good condition without fallen and/or rotten wood.
- Metal OPAQUE fencing shall be permitted as a screening mechanism as ornamental metal, tubular steel or similar material with a consistent design and finished in black.
- Privacy fences in the Residential Region shall consist of wood, ornamental metal with a consistent design and finished in black, or masonry fence materials.
- Where residential uses are incorporated into commercial uses and in multi-family areas, screening walls or mechanisms shall not be required.
- Fence and wall materials and locations will be approved as part of the DETAILED SITE PLAN approval.
- Fences and walls consisting of materials or placed in locations not addressed in this Section, may be approved as part of the DETAILED SITE PLAN approval.
- Site features noted below hereinafter shall be screened in accordance with above requirements.

A. Rear Yards and Service Side

Rear yard, or servicing side of a nonresidential use immediately adjacent to a PUBLIC STREET shall be screened. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

B. Loading Docks

Loading docks shall be screened from PUBLIC VIEW where a nonresidential use is immediately adjacent to a PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

C. Solid Waste

All solid waste areas shall be screened from PUBLIC VIEW. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

D. Ground-mounted Equipment

When practical, large ground-mounted equipment including, but not limited to, pad-mounted transformers, telephone switch boxes and gas meters, shall be

Exhibit B - Development Standards

reasonably screened or located away from the view of PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of three (3) feet at full maturity

C. PARKING LOTS AND STREETS

- Screening of nonresidential OFF-STREET PARKING lots over twenty-five (25) spaces shall be landscaped.
- All areas that are used for parking shall conform to the minimum LANDSCAPING requirements within the CITY for such use.
- LANDSCAPING shall consist of a combination of such plant materials as follows: ground cover, shrubs, vines, hedges, trees, or other such materials.
- Required street trees will be planted within the streetscape areas identified on the typical street sections found in Section II, B of this PD, with the exception of the typical street section for the Collector the Urban Street. Trees for these street sections may be located outside the Pedestrian Realm and be included in the front yard setback area.
- Required street trees may be clustered if approved by the DIRECTOR in order to facilitate, among other things, creative design, visibility, or safety.
- For the Minor Arterial and Collector street sections set forth in this PD, street trees will be provided at a minimum of one tree for every 100 linear feet.
- Tree wells are permitted and may be covered with grates, living plant materials or some permeable non-living material.
- Street trees to be at least three (3) caliper inches in diameter.

D. FENCES AND WALLS

- Residential Region: no fence, hedge or enclosure wall shall exceed a height of eight (8) feet.
- Commercial and Entertainment Region: fences may be erected to a height of ten (10) feet if used for security purposes.

VII. PARKS, TRAILS AND OPEN SPACE STANDARDS

The Open Space Framework plan is attached as Exhibit “B” and shall serve as the guiding document for the general locations and types of OPEN SPACES and trails that shall be provided in the Heritage Ranch PD. The exact location of each OPEN SPACE and trail shall be determined at the time of DETAILED SITE PLAN.

A. PARK

Final designs consistent with these typical park designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

B. LAKES AND OPEN SPACE

Exhibit B - Development Standards

Final designs consistent with these lake and OPEN SPACE typical designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

C. PEDESTRIAN TRAILS

Connected pedestrian access shall be provided throughout much of the development and shall include internal neighborhood trails constructed in phases concurrent with the construction of such neighborhoods that ultimately connect to the master trail system identified during the DETAILED SITE PLAN.

Final designs consistent with these typical PEDESTRIAN TRAIL designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal. Materials for trail construction are permitted to be concrete, decomposed granite, or other durable and applicable material suitable for trails as submitted by developer and approved by the DIRECTOR.

VIII. DEFINITIONS

For purposes of this PD Document, certain words and terms are to be used and interpreted as defined hereinafter unless the context of such use clearly indicates otherwise. Where a word or phrases is printed in CAPITAL LETTERS, it is being used as a defined herein. Words used in the present tense shall also include the future tense; words used in the masculine gender shall also include the feminine gender; words used in the singular number shall also include the plural number; and words in the plural number shall also include the singular number, except where the natural construction of the writing indicates otherwise. Words and phrases not defined within these Definitions, but which are defined in the Code shall have the meaning provided such words and phrases in the Code.

The word "shall" is mandatory and not directory. For any term or use not defined herein, Webster's Dictionary (latest edition) shall be used.

Accessory dwelling. A separate living unit, DETACHED from the primary structure, complete with kitchen, bathroom and sleeping facilities.

Accessory structure. A structure located on the same premise that is customarily incidental, DETACHED and subordinate to the primary structure or use.

Agriculture. The use of any TRACT of land for the production of animal or vegetable life; uses include, but are not limited to, the pasturing, grazing, and watering of livestock and the cropping, cultivation, and harvesting of plants.

Alley. A minor right-of-way that is dedicated to public use and which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

Exhibit B - Development Standards

Amusement services. A commercial facility that includes, but is not limited to, bowling alleys, movie theatres, music halls, indoor skating rinks, video arcades, pool and billiard halls, shuffleboard courts, baseball hitting ranges, miniature golf, golf driving ranges and shooting arcades.

Arena. A large civic building or group of buildings designed for concerts, community events, sporting events, livestock events, conventions, industrial shows, and like kind events.

Assisted living facility. An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services pursuant to the applicable regulations contained in the Texas Health and Safety Code.

Bed and breakfast. A DWELLING arranged or used for lodging for compensation, with or without meals.

Building. Any structure used or intended for supporting or sheltering any use or occupancy.

Building height. The vertical distance measured from the ground immediately adjacent to the foundation to the eave line of the building

Building line. The line established by law, beyond which a building shall not extend, except as specifically provided by law. Such lines to include front, rear, and side yard setbacks.

Building, main. A building in which the principal use of the lot on which it is situated is conducted. In a residential district any dwelling shall be deemed to be a main building on the lot on which it is situated.

Car wash. A place or business equipped for washing cars and other motor vehicles.

Childcare facility. A facility licensed, certified, or registered by the department to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

Church/place of worship. An institution that people regularly attend to participate in or hold religious services, meetings, or other activities. This term does not carry a secular connotation and includes the buildings or other locations in which the religious services of any denomination are held.

City. The City of Sherman, Texas.

City council. The governing body of the City.

City manager. The city manager of the City or his/her designee.

Exhibit B - Development Standards

Civic center. A building or group of buildings containing administrative offices for the operations of local government that is:

- (a) owned and operated by the CITY or Grayson County and
- (b) used predominantly for office and meeting space for local government and/or community activities.

Code. The City of Sherman Code of Ordinances.

Community garden. A community garden is a single piece of land gardened collectively by a group of people. Community gardens utilize either individual or shared plots on private or public land while producing fruit, vegetables, and/or plants grown for their attractive appearance.

Community service. A facility that is designed for the benefit of the public or its institutions including but not limited to community centers, libraries, post offices, agencies, etc.

Continuing care retirement community. A housing development designed to provide a full range of accommodations for older adults (55 years of age or older), including independent living, assisted living and skilled full-time nursing or medical care, that may consist of single family DETACHED and attached, duplex, triplex, quadraplex and/or multi-story structures.

Convalescent and nursing homes. An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides minor treatment under the direction and supervision of a physician licensed by the Texas State Board of Medical Examiners, or other services that meet some need beyond the basic provision of food, shelter, and laundry pursuant to the applicable regulations contained in the Texas Health and Safety Code.

Detailed Site Plan. Site plan approved by the CITY.

Density. The total number of residential buildings allowed upon a given TRACT of land usually expressed in total number of units per gross acres or net acre.

Detached. Having no physical connection above the top of the floor line of the first floor with any other building or structure.

Director. The Director of Development Services for the CITY or his/her designee or the CITY MANAGER if such position is vacant, no longer exists, or is terminated by the CITY.

Dwelling. Any building or portion thereof, which is designed or used exclusively for residential purposes.

Dwelling, multi-family. A building or portion of a building having suitable accommodations for two or more families, living independently of each other, who may or may not have joint uses of utilities, halls, yards, etc. This term includes PREMISES occupied more or less permanently for residential purposes in which rooms are occupied in apartments, suites or groups, such as duplexes, apartments, dormitories, lodging houses, rooming houses, and all the dwellings similarly occupied.

Exhibit B - Development Standards

Dwelling, one-family. A DETACHED building used exclusively for residential purposes having suitable accommodations for only one family. Also known as single-family.

Easement. A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

Educational facility. Public and private primary, secondary and post-secondary educational facilities offering instruction in the branches of learning and study required to be taught by the Texas Education Agency; and such federally funded educational programs for preschool children as the Head Start Program.

Entertainment. Includes shows, plays, skits, musical revues, children's theater, dance productions, public dance, musical concerts, opera and the production or provision of sights or sounds or visual or auditory sensations which are designed to or may divert, entertain or otherwise appeal to members of the public who are admitted to a place of entertainment, which is produced by any means, including radio, television, video reproduction, piano, orchestra or band or any other musical instrument, slide or movie projector, spotlights, or interruptible or flashing light devices and decoration.

Exhibition hall. A large civic building or group of buildings designed for conventions, industrial shows, and the like, having large unobstructed exhibit areas and often including conference rooms, HOTEL accommodations, RESTAURANTS, and other facilities.

Family. One or more persons related by blood, marriage, or adoption; or a group not to exceed four persons not all related by blood or marriage, adoption or guardianship, occupying a DWELLING unit.

Family home. A home that provides regular care in the caretaker's own residence for not more than six children under 14 years of age, excluding children who are related to the caretaker, and that provides care after school hours for not more than six additional elementary school children, but the total number of children, including children who are related to the caretaker, does not exceed 12 at any given time. The term does not include a home that provides care exclusively for any number of children who are related to the caretaker pursuant to the applicable regulations contained in the Texas Human Resources Code.

Fraternal organization, lodge, civic club, or union. An organized group having a restricted membership and specific purpose related to the welfare of the members such as Elks, Masons, Knights of Columbus, or a labor union.

Fuel Sales. An establishment engaged in the selling of retail fuel or gasoline and incidental goods and merchandise to the general public for personal or household consumption.

Greenway. A corridor of undeveloped land preserved for recreational use or environmental protection.

Exhibit B - Development Standards

Hospital. An establishment that offers services, facilities, and beds for use for more than 24 hours for two or more unrelated individuals requiring diagnosis, treatment, or care for illness, injury, deformity, abnormality, or pregnancy and that regularly maintains, at a minimum, clinical laboratory services, diagnostic X-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent pursuant to applicable regulations of the Texas Health and Safety Code.

Hotel. A building containing guest rooms, rented for less than 30 days and designed to be used for sleeping purposes, which provides a common entrance, lobby, halls and stairways. Includes full-service and limited-service hotels.

Independent Senior Living facility. A residence facility (multi-family, attached and/or DETACHED dwellings) that is designed for residents 55 years and older who do not require nursing care.

Kiosk. A small stand-alone structure, with one or more open sides, that is used to vend merchandise or services, or for providing information, either by posting, or on a computer screen.

Landscaping. Grass, trees, shrubs, vines, ground cover or flowers planted and maintained to enhance appearance of a development. Landscaping may include non-botanical features, such as walks, fountains, reflecting pools, art works, rain gardens and storm water management features as approved by the DIRECTOR.

Livestock Showing. A livestock show is an event where livestock are exhibited and judged on certain phenotypical breed traits as specified by their respective breed standard. Many times tickets are sold to view the event.

Livestock Stables. A stable is a BUILDING in which livestock, especially horses and cattle, are kept. It most commonly means a building and/or area that is divided into separate stalls for individual animals.

Lot. A platted (as specified in the Texas Local Government Code) PARCEL of land that is occupied or intended to be occupied by one main building (or a group of main buildings) and any accessory building(s), which includes such parking, LANDSCAPING and OPEN SPACE as are required by this ordinance or other laws and/or ordinances, and also which has its principal LOT FRONTAGE upon a PUBLIC STREET.

Lot area. The total area, measured on a horizontal plane, included within LOT LINES.

Lot, corner. A lot which has at least two adjacent sides abutting for their full lengths upon a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees.

Lot depth. The mean horizontal distance between the front and rear LOT LINES.

Lot, interior. A lot other than a CORNER LOT.

Exhibit B - Development Standards

Lot frontage. That dimension of a lot or portion of a lot abutting onto a PUBLIC STREET, excluding the side dimension of a CORNER LOT.

Lot lines or property lines. The lines bounding a lot as defined herein.

Lot width. The horizontal distance measured between side LOT LINES parallel to the front LOT LINE, and measured from the point on the BUILDING LINE that is closest to the front LOT LINE.

Manufacturing Business. A commercial enterprise covering a small area of land, which provides work performed by automation, individually, or as a team. Typically provides tangible products. Products can be produced, stored, or distributed from such business or enterprise. Such commercial enterprise does not include heavy manufacturing.

Market (public). Markets located on public property, where independent merchants can sell their products to the public. Typical products sold at public markets include fresh produce, various other food items and crafted goods.

Medical office/service. Including but not limited to ambulatory surgery center, urgent care center, hospice, hospice services and home health service.

Microbrewery. A combination retail, wholesale and manufacturing business that brews and serves beer and/or food.

Offices. A room or group of rooms used for the provision of executive, management and/or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations, but excluding MEDICAL OFFICES.

Off-street parking. Off-street parking spaces provided in accordance with the requirements of this ordinance, located on the LOT or TRACT occupied by the main use or within 200 feet of such LOT or TRACT, and located within the same zoning region as the main use or in an adjacent parking district.

Opaque. Not able to be seen through and/or not transparent.

Open space. In land-use planning, urban green space is open-space areas reserved for parks and other "green spaces", including plant life, water features and other kinds of natural environment. Most urban open spaces are green spaces, but occasionally include other kinds of open areas.

Outdoor recreation. An area designed for active outdoor recreation, whether publicly or privately owned, including, but not limited to, baseball diamonds, soccer and football fields, campgrounds, golf courses, tennis courts and swimming pools.

Parcel. Any unplatted TRACT of land, or any portion of an unplatted TRACT of land (also see TRACT).

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Park/playground. An area of land set aside for public or private use, as a piece of land with few or no buildings within or adjoining a town, maintained for recreational and ornamental purposes.

Pedestrian trails. A trail is usually a path, track or unpaved lane or road. The term is also applied, in North America, to routes along rivers, and sometimes to highways.

Premises. Land together with any buildings or structures situated thereon.

Private club. An establishment providing social and/or dining facilities which may provide alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of the applicable regulations in the Texas Alcoholic Beverage Code, that pertains to the operation of private clubs.

Professional service. Work performed which is commonly identified as a profession, and which may be licensed by the State of Texas.

Public garage/parking structure. A surface lot, parking structure or other facility owned, operated or maintained by the city, to provide parking to the general public.

Public park, State park, Municipal Park. *Public park:* a park in public space; *state park:* a park owned by a U.S. state; *municipal park:* a park owned by the city.

Public plaza. A public square in a city or town often featuring sidewalk, trees and shrubs, places to sit, and sometimes shops.

Public streets. A public street is any road open for public travel, under the jurisdiction of a public authority and maintained by a public authority.

Public view. Any area, equipment, or structure which can be viewed by the public from any PUBLIC STREET, PUBLIC PLAZA, or PUBLIC PARK.

Reservation. A TRACT of public land set aside.

Restaurant. An eating establishment where customers are primarily served at tables or are self-served, where food is consumed on the PREMISES, which may include a drive-through window(s) or where facilities are provided on the PREMISES which encourage the serving and consumption of food in automobiles on or near the restaurant PREMISES.

Retail. An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

School (K through 12). An institution for the instruction of children or people under college age.

School, other. Any institution for the instruction of people not considered a "school (K through 12)."

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Schoolyards. The area next to or surrounding a school where students typically play games or sports.

Seasonal uses. Seasonal uses include the sales of items such as Christmas trees, pumpkins, snow cones, fresh produce, and other items which are typically only available at certain times of the year.

Service Business. A commercial enterprise, which provides work performed in an expert manner by an individual or team, for the benefit of its customers. Typical services businesses provide intangible products, such as accounting, banking, consulting, cleaning, landscaping, education, insurance, treatment, and transportation services, where no exterior storage of equipment or stock are stored.

Story/Stories. That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

Street. Any dedicated public thoroughfare that affords the principal means of access to abutting property. A Street is termed a major thoroughfare or arterial when the right-of-way is greater than 60 feet.

Street intersection. Any street that joins another street at an angle, whether or not it crosses the other.

Telemarketing agency. An establishment that solicits business or the purchase of goods and/or services by telephone only. No sales of goods or services to the public occurs at or on the PREMISES. No products are stored at or on the PREMISES.

Townhouse. A one-family dwelling unit that may be constructed in a group of attached units separated by PROPERTY LINES in which each unit extends from foundation to roof and with open space on at least two sides.

Tract. A single PARCEL or lot.

Use. The purpose for which land or buildings are or may be occupied in a zoning district.

Utilities (public). Any facility or structure which provides services to the general public including but not limited to electric, gas, telephone, water, and television cable systems either publicly or privately owned.

Veterinarian clinic. An establishment where animals are admitted for examination and medical treatment.

Yard. An open space at grade between a building and the adjoining LOT LINES, unoccupied and unobstructed by any portion of a structure from the ground upward, except where otherwise specifically provided in this ordinance that the building or structure may be located in a portion of a yard required for a main building. In measuring a yard for the purpose of determining the width

Exhibit B - Development Standards

of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the LOT LINE and the main building shall be used.

Yard, front. A yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front PROPERTY LINE and the outside wall of the main building. Also known as front yard.

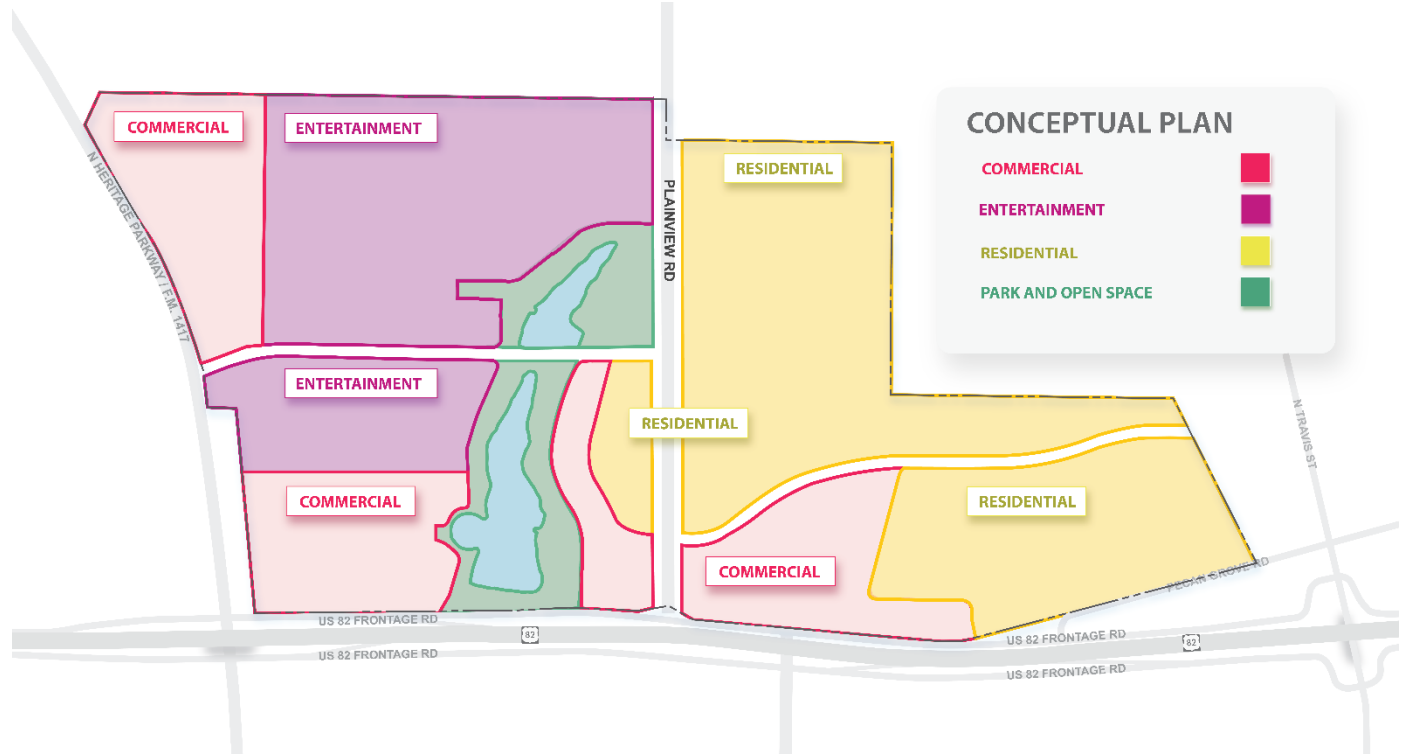
Yard, rear. The area extending across the rear of a lot measured between the LOT LINES and being the minimum horizontal distance between the rear LOT LINE and the rear of the outside wall of the main building. On both CORNER LOTS and INTERIOR LOTS, the rear yard shall in all cases be at the opposite end of the lot from the front yard. Also known as rear yard.

Yard, side. The area between the building and sideline of the lot and extending from the front LOT LINE to the rear LOT LINE and being the minimum horizontal distance between a side LOT LINE and the outside wall of the side of the main building. Also known as side yard.

Zoning Ordinance. A City of Sherman document which defines the regulations for land development of real property and also the procedures for application and potentially approval.

Exhibit B - Development Standards

EXHIBIT “A” – CONCEPTUAL PLAN



Region	Commercial	Entertainment	Residential	Park and Open Space	Major Right of Way (ROW)	Total Acreage (ac)
Acreage (ac)	+/- 105	+/- 112	+/- 138	+/- 60	+/- 24	439

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EXHIBIT “B” – OPEN SPACE FRAMEWORK PLAN



EXHIBIT “C” – TRANSPORTATION MASTER PLAN

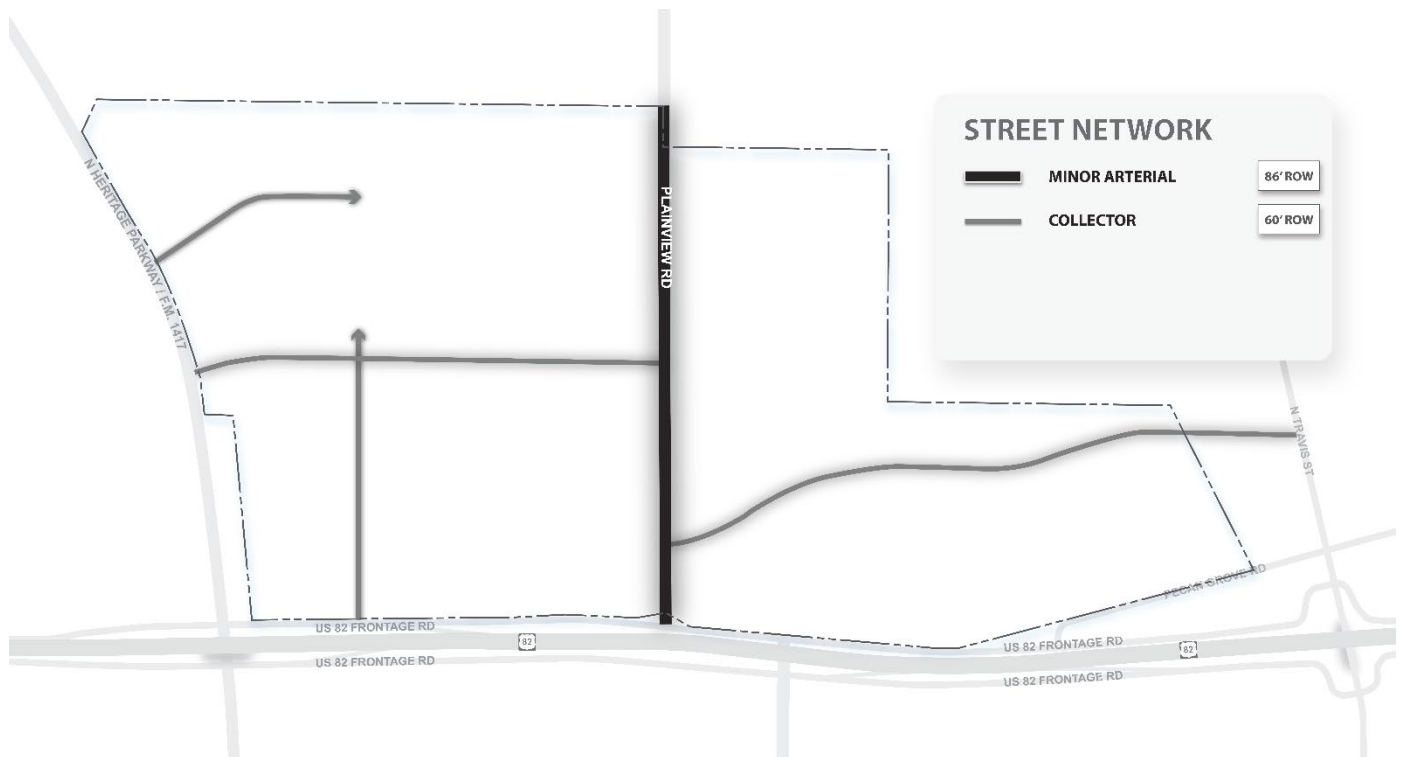
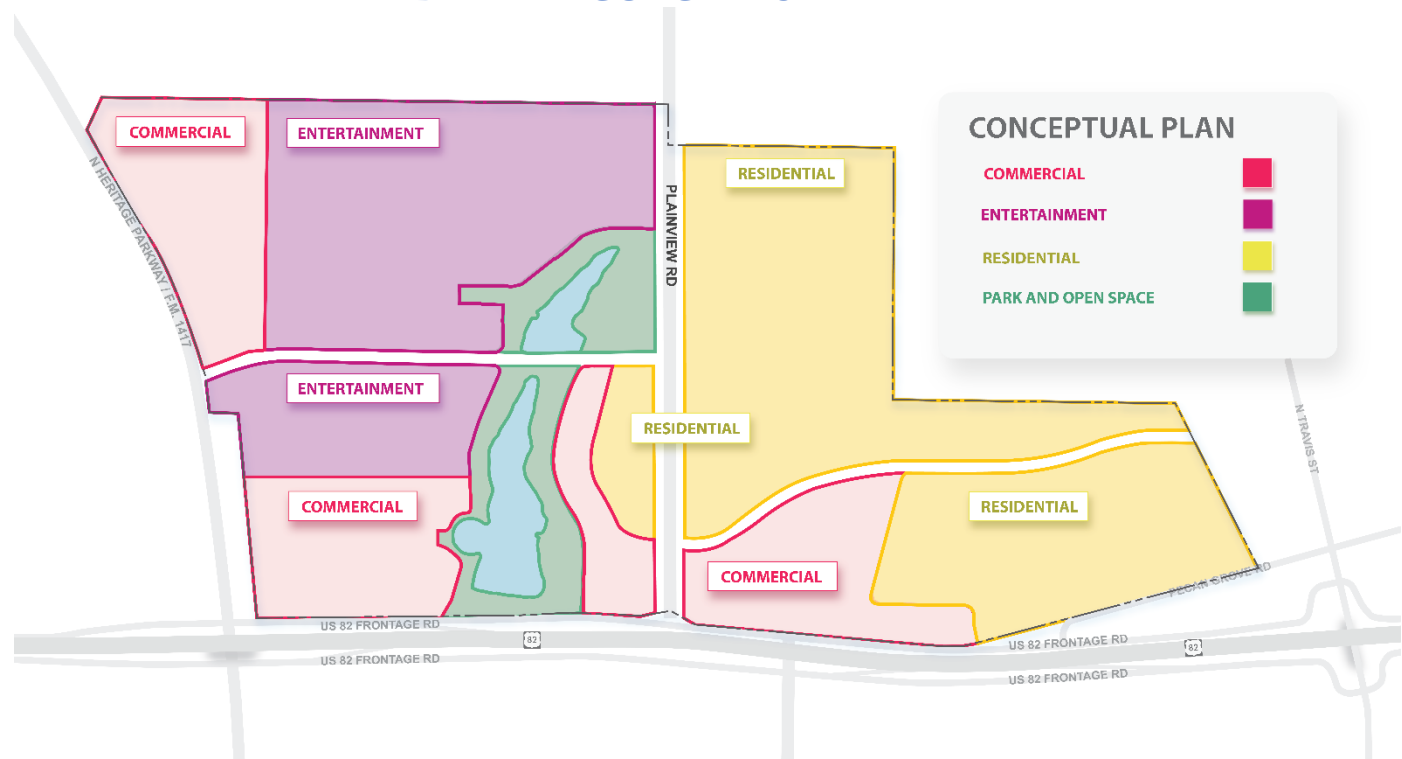


EXHIBIT “A” – CONCEPTUAL PLAN

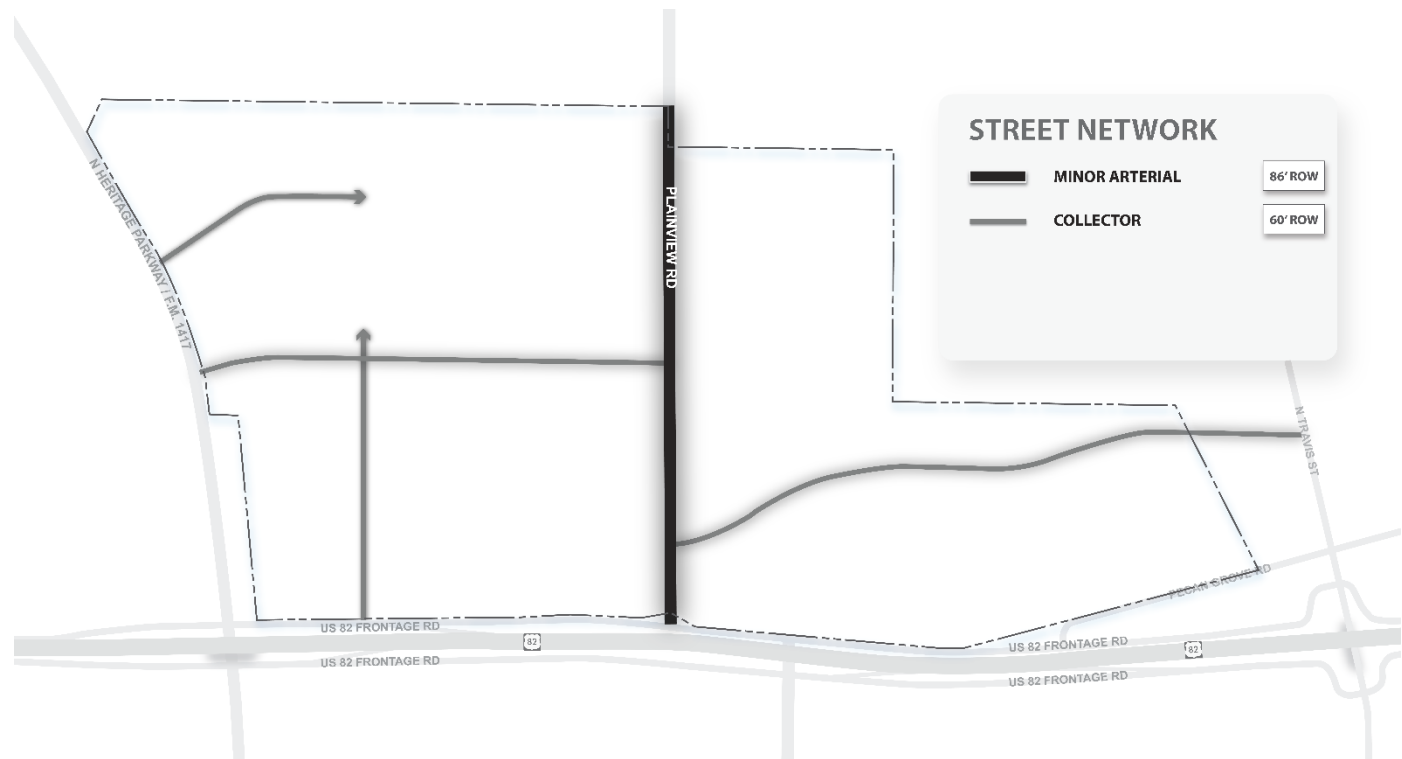


Region	Commercial	Entertainment	Residential	Park and Open Space	Major Right of Way (ROW)	Total Acreage (ac)
Acreage (ac)	+/- 105	+/- 112	+/- 138	+/- 60	+/- 24	439

EXHIBIT “B” – OPEN SPACE FRAMEWORK PLAN



EXHIBIT “C” – TRANSPORTATION MASTER PLAN



ORDINANCE NO. 6354

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 6.11, SUBSECTION (5)(A), AND SECTION 12, ORDINANCE NO. 2280, SO AS TO REZONE PROPERTY GENERALLY LOCATED IN THE 3500-4500 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY) AND THE 600-1900 BLOCKS OF WEST U.S. HIGHWAY 82, BEING APPROXIMATELY 439 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647, AND THE URIAH BURNS SURVEY, ABSTRACT NO. 121, AS A PLANNED DEVELOPMENT DISTRICT SUBJECT TO THIS ORDINANCE AND ORDINANCE NO. 2280 (TPJ PROPERTIES LTD AND HERITAGE RANCH LAND HOLDINGS, LTD, OWNERS; RYAN JOHNSON, REPRESENTATIVE; COVENANT DEVELOPMENT, DEVELOPER; NORRIS DESIGN, PLANNER/ LANDSCAPE ARCHITECT; JHP, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING THAT THE PROPERTY IS REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT; DESCRIBING THE PROPERTY TO BE REZONED; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Ordinance; 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 1 – Legal Description**, attached hereto (the “Property”), generally located in the 3500-4500 Blocks of North FM 1417 (Heritage Parkway) and the 600-1900 Blocks of West U.S. Highway 82, and all streets, roads and alleyways contiguous and/or adjacent thereto, is hereby

rezoned and placed in the Planned Development District, and that Section 6.11, Subsection (5)(A), and Section 12 of Ordinance No. 2280 is hereby amended so as to hereafter include such property.

The development plans, standards and uses of the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development District zoning classification. The Property shall be developed in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibits, each of which are attached hereto and incorporated herein by reference for all purposes:

- Exhibit 2 – Development Standards; and
- Exhibit 3 – Zoning Exhibit (Conceptual Plan).

The Property shall be developed in compliance with the standards set forth herein, in Exhibit 2 and Exhibit 3 and all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of Exhibit 2 and Exhibit 3 shall prevail in that order.

SECTION 2. That this Ordinance hereby mandates the following additional requirements:

Zoning:

1. All aspects of the City's General Zoning Ordinance No. 2280, as amended, including but not limited to regulations applicable to the Planned Development Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.
4. All aspects of the City's Floodplain Ordinance must be followed.
5. Street names will need to be approved by the Building and Zoning Department before the plat is filed at the Grayson County Courthouse.

Engineering:

6. Platting of the property is required.
7. Drive approaches and sidewalks must conform to City of Sherman standard and a permit with drawing is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way.

8. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval. Ownership and Maintenance information to be shown on plat.
9. Approval conditional upon addressing comments by Engineering Department submitted via email to Developer on December 07, 2020.
10. Proposed development lies within Airport Airspace Map for North Texas Regional Airport (NTRA). Verify development is a compatible with NTRA airspace.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 4. 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 5. 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 6. That the General 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 7. 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 8. 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 9. 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 19th day of January, 2021.

ADOPTED on this the 19th day of January, 2021.

EFFECTIVE DATE on this the 19th day of January, 2021.

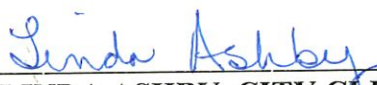
CITY OF SHERMAN, TEXAS

BY: _____


DAVID PLYLER, MAYOR

ATTEST:

BY: _____


LINDA ASHBY, CITY CLERK

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

BY: _____

NAME: _____

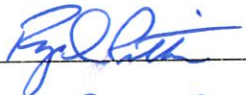
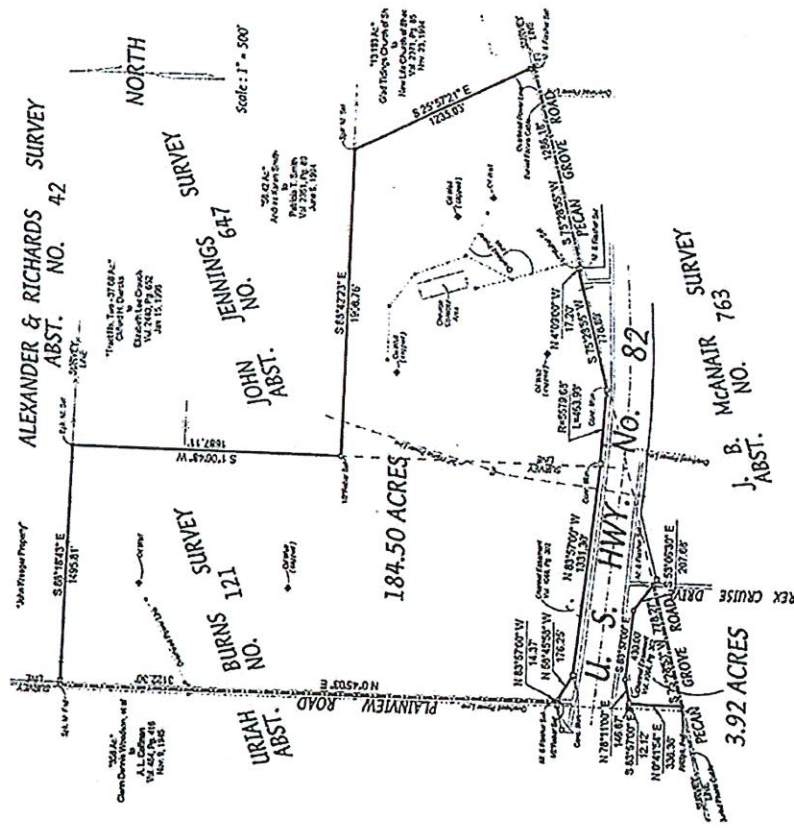

CITY ATTORNEY

Exhibit 1 - Legal Description



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 fax (903)868-2970

SITUATED in the County of Grayson, State of Texas, being a part of the URIAH BURNS SURVEY, Abstract No. 121, and the JOHN JENNINGS SURVEY, Abstract No. 647, being a part of a 328 acre tract of land conveyed by N. A. Birge to James M. Head by deed dated May 17, 1898, recorded in Volume 123, Page 265, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set spike nail and flasher at the intersection of the center of a public road known as Plainview Road, the West line of said 328 acre tract, the East line of a 356 acre tract of land conveyed by Glenn Dennis Woodson, Independent Executor of the Estate of S. P. Woodson, deceased, et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, with the North line of U. S. Highway No. 82;

THENCE North 00 deg. 45 min. 03 sec. East, with the center of said Plainview Road, the West line of said 328 acre tract, the East line of said 356 acre tract, a distance of 3122.30 feet to a found spike nail maintaining the the most Westerly Northwest corner of said 328 acre tract, an ell corner of said Burns Survey, the Southwest corner of the Alexander & Richards Survey, Abstract No. 42;

THENCE South 88 deg. 18 min. 43 sec. East, with a North line of said Burns Survey, the South line of said Alexander & Richards Survey, at a distance of 41.2 ft. passing a cross tie fence corner post on the East side of said road, and continuing with the general line of a fence for a total distance of 1495.81 feet to a found spike nail at the base of a fence corner post for the most Westerly Northeast corner of said 328 acre tract, the most Easterly Northeast corner of said Burns Survey, the Northwest corner of said Jennings Survey, the Northwest corner of a 37.08 acre tract of land described in Tract No. Two in deed from Clifford H. Diercks to Elizabeth Lee Crouch, dated January 15, 1996, recorded in Volume 2440, Page 652, Official Public Records, Grayson County, Texas;

THENCE South 01 deg. 06 min. 48 sec. West, with the general line of a fence, an East line of said Burns Survey, the West line of both said Jennings Survey, and 37.08 acre tract, passing its Southwest corner, the Northwest corner of a 58.42 acre tract of land conveyed by Andrea Karen Smith to Patricia T. Smith by deed dated June 6, 1994, recorded in Volume 2351, Page 89, Real Property Records, Grayson County, Texas, and continuing for a total distance of 1687.11 feet to a found 1/2 inch rebar 3 feet West of a fence corner post, said rebar maintaining the Southwest corner of said 58.42 acre tract, an ell corner of said 328 acre tract;

THENCE South 88 deg. 42 min. 23 sec. East, with the general line of a fence, a North line of said 328 acre tract, the South line of said 58.42 acre tract, a distance of 1908.76 feet to a found spike nail at the base of a fence corner post for the Northwest corner of a 13.193 acre tract of land conveyed by Glad Tidings Church of Sherman to New Life Church of Sherman by deed dated November 23, 1994, recorded in Volume 2371, Page 85, Real Property Records, Grayson County, Texas;

THENCE South 25 deg. 57 min. 21 sec. East, with the general line of a fence, a distance of 1235.03 feet to a found spike nail and flasher for the Southwest corner of said 13.193 acre tract, in the center of a public road known as Pecan Grove Road, and on the South line of both said 328 acre tract, and Jennings Survey, the North line of the J. B. McAnair Survey, Abstract No. 763;

THENCE South 75 deg. 28 min. 55 sec. West, with the center of said Pecan Grove Road, the South line of both said 328 acre tract, and Jennings Survey, the North line of said McAnair Survey, a distance of 1286.18 feet to a found spike nail and flasher at the intersection of the center of said road, the South line of both said 328 acre tract and Jennings Survey, the North line of said McAnair Survey, with the North right-of-way line of said U. S. Highway No. 82;

THENCE in a Westerly direction with the North right-of-way line of line of said U. S. Highway No. 82, the following calls and distances:

North 04 deg. 09 min. 00 sec. West, a distance of 17.20 feet to a found 1/2 inch rebar;

South 75 deg. 28 min. 55 sec. West, a distance of 778.89 feet to a found concrete right-of-way monument;

With a curve to the right having a radius of 5579.68 ft., (chord bears North 86 deg. 19 min. 55 sec. West, 463.79 ft.), a distance of 463.93 feet to a found concrete right-of-way monument;

North 83 deg. 57 min. 00 sec. West, a distance of 1331.30 feet to a found concrete right-of-way monument;

North 58 deg. 45 min. 58 sec. West, a distance of 176.25 feet to a found 1/2 inch rebar;

North 83 deg. 57 min. 00 sec. West, a distance of 14.37 feet to the PLACE OF BEGINNING and containing 184.50 ACRES OF LAND more or less.....

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 8 th day of October, 1996 and re-surveyed in September, 2001 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.

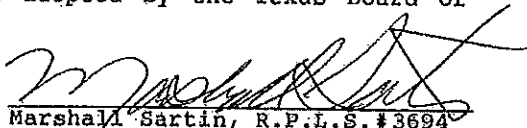
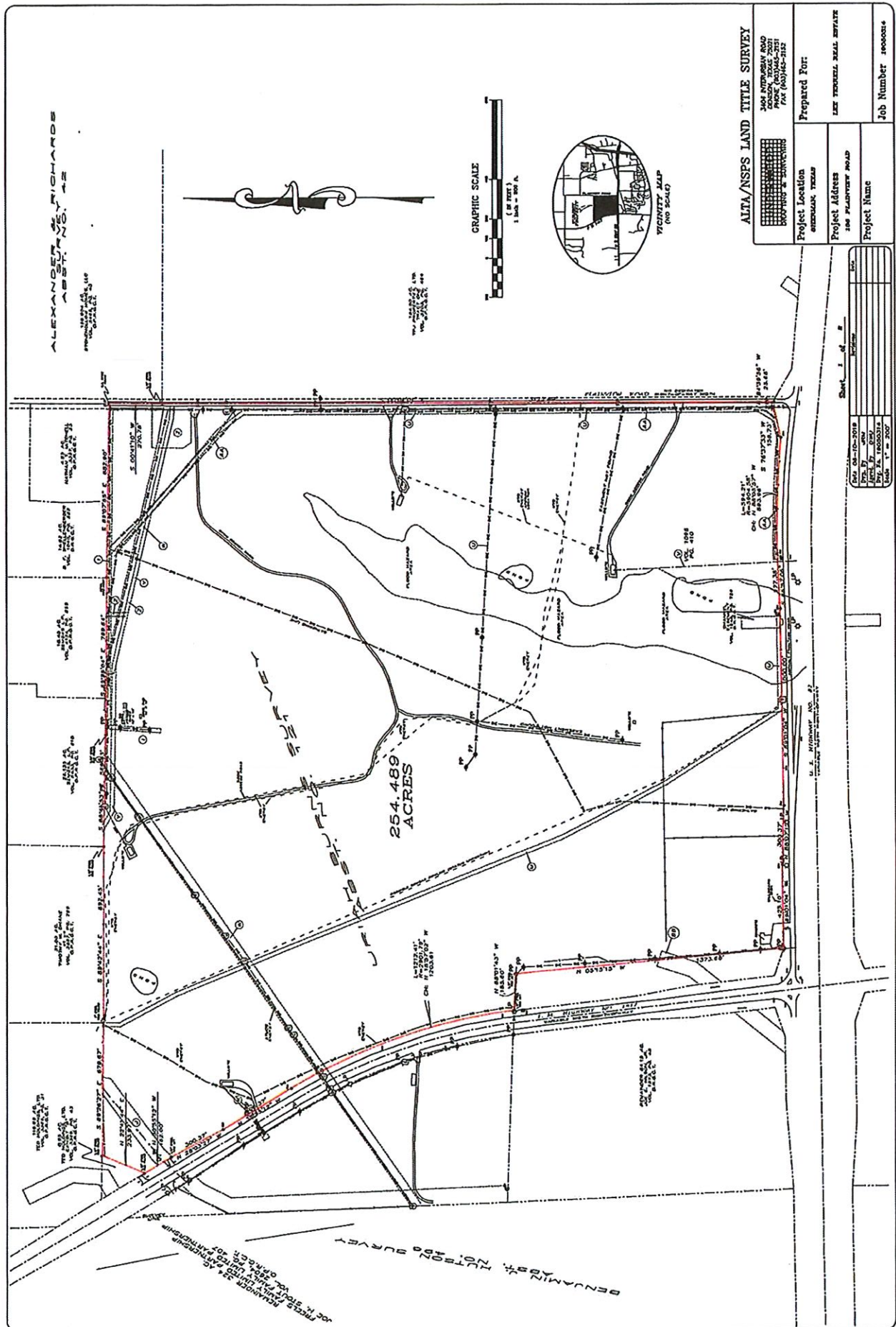

Marshall Sartin, R.P.L.S. #3694



Exhibit 1 - Legal Description



HERITAGE RANCH PLANNED DEVELOPMENT

11 DECEMBER 2020



Exhibit 2 - Development Standards

HERITAGE RANCH PLANNED DEVELOPMENT

11 DECEMBER 2020

Submitted to:

City of Sherman



Submitted by:



Prepared by:



Exhibit 2 - Development Standards



Thank you for the opportunity to submit this Planned Development (PD) document to the City of Sherman. This document should be considered the Development Plan which contains the written terms and standards necessary to ensure compliance with the PD objectives and plans. Also, included in this document is the Conceptual Plan for the Heritage Ranch PD. The Conceptual Plan graphically defines the applicant's current intent for the development of the proposed Planned Development. The Conceptual Plan shows general land use areas, acreages and maximum densities, primary street circulation and access points, floodplains, open space, parks and pedestrian trail areas. We are excited about this Development Plan and the community it defines.

Exhibit 2 - Development Standards

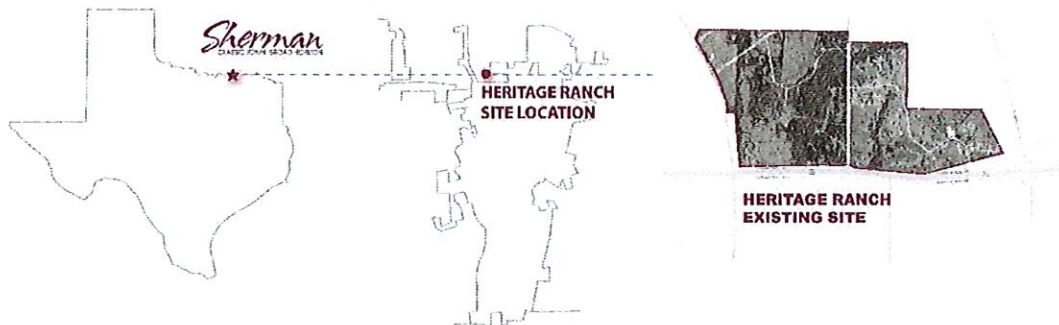
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Exhibit 2 - Development Standards

I. INTRODUCTION

A. PLAN OVERVIEW AND SITE



The **Heritage Ranch Planned Development (PD)** is a multi-use development and community encompassing approximately 439-acres located in and adjacent to Sherman, Texas (the “Development”). The Planned Development offers a potential future mix of commercial and residential opportunities complimented with areas set aside as parks, lakes and open space amenities. The use and development regulations set forth in the Heritage Ranch PD provides for and encourages development that contains a compatible mix of uses to allow citizens and visitors to work, play and recreate within the development.

In the event of a conflict between the City of Sherman Code of Ordinances and the regulations and standards contained in this document, this document shall control. Whenever this document is silent upon a regulation or design standard the City of Sherman Code of Ordinances shall control. Words shown in all CAPITAL LETTERS are defined terms in Section VIII. Definitions.

This 439-acre site is well located for land development. The site is located within the growing northwest quadrant of Sherman having Highway US 82 as its southern boundary and being less than a mile from Highway US 75 to the east. The US 75 corridor just north of US 82 has been one of the most active commercial destinations in Sherman. The site is bound by FM 1417 (North Heritage Parkway) on the west and connected to North Travis to the immediate east. The property is blessed with a rolling terrain that will aid development and potentially allow the owner to create a chain of lakes to link the development together and provide an amenity for citizens in Sherman.

Sherman is the county seat of Grayson County, Texas. The city’s population is estimated at 43,662 in early 2020. It is one of the two principal cities in the Sherman–Denison Metropolitan Statistical Area, and it is part of the Texoma region of North Texas and southern Oklahoma, which establishes a large regional trade area for this site.

Exhibit 2 - Development Standards

B. DEVELOPMENT OBJECTIVES

The Heritage Ranch PD addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

- *Create a quality development which will provide new jobs, quality homes and provide added revenue for the City of Sherman via sales and property tax income.*
- *Offer the potential for a variety of housing types responsive to current and future residents' desire for a mix of housing types.*
- *This plan offers the City of Sherman the potential for unique and special entertainment that can be the definition of destination orientated.*
- *Creating quality residential and non-residential development.*
- *Enhance the natural resources of the site to create land use value from the development of parks, lakes and open space as amenities for the community.*

C. PLANNED DEVELOPMENT PURPOSE

The (PD) Planned Development is intended to provide for combining and mixing uses into integral land use units such as employment and commercial centers; residential developments with multiple or mixed housing types; or any appropriate combination of uses which may be planned, developed or operated as integral land use units, whether by a single owner or a combination of owners.

D. COMPONENTS OF THE PLANNED DEVELOPMENT

The Heritage Ranch PD is organized in the following manner with each element defining specific items and development patterns being executed in this plan.

A. Conceptual Plan

The provisions of this document are presented through a Conceptual Plan with accompanying standards and design guidelines. The Conceptual Plan includes a depiction of general area regions, and general circulation patterns. The allocation of specific land uses, buildings and the proposed road network will be identified as specific development plans come forward at the Detailed Site Plan stage.

The Conceptual Plan is an overall guide to the development of the community. The Conceptual Plan illustrates a balanced community that incorporates residential, commercial, and entertainment uses in a walkable pedestrian community.

Exhibit 2 - Development Standards

The Conceptual Plan is attached and incorporated herein as Exhibit “A” – Conceptual Plan and shall serve as the overall land use plan for the development. Included with Exhibit A is a table which summarizes the general land use acreage depicted on the Conceptual Plan. The acreage and regions shown thereon reflects general area and may be modified by up to 20% more or less to respond to specific changes in the market, as authorized by the DIRECTOR. The Planning and Zoning Commission may approve deviations of more than 20% but not more than 30% with the approval of a formal amendment to this document.

B. Open Space Framework Plan

This framework plan depicts the general physical location of park, open space and pedestrian trail amenities. These locations and alignments relate to future roadways and possible divisions of land use types. Some of these separations are created in their location due to an existing utility easement or ROW. It is the desire that these locations will correspond to a well-planned and pedestrian connected community. The lakes and adjacent space are formed in part due the existing topography and surface watershed. Again, it is the desire that the potential lake and/or lakes will be a signature element for the Heritage Ranch PD.

The Open Space Framework Plan is attached and incorporated herein as Exhibit “B” – Open Space Framework Plan and shall serve as the guiding document for the general locations and types of open spaces and trails that shall be provided in the Development. The exact location of each open space and trail shall be determined at the time of platting but shall generally follow the layout identified in the Open Space Framework Plan.

C. Transportation Master Plan

This supporting framework plan defines the general location of vehicular transportation routes. These locations relate to future streets and roadways being planned and constructed. All of the roads listed and their specific dimensions are from the current City of Sherman Throughfare Plan. These roadways are planned to align with other existing adjacent roads (Plainview Road and Rex Cruse Drive) also per the current City of Sherman Throughfare Plan. It is the desire of the Heritage Ranch PD to create a transportation network that allows good mobility to and from this site along with connectivity across Sherman.

The Transportation Master Plan is attached and incorporated herein as Exhibit “C” – Transportation Master Plan, and shall serve as the guiding document for the general locations and designs of ingress and egress to the development from public thoroughfares and the general locations of collector and arterial streets within the development. The exact locations of the access points to the development from public thoroughfares and the exact layout and design of collector and arterial streets within

Exhibit 2 - Development Standards

the development shall be determined at the time of platting, but shall generally follow the Transportation Master Plan.

D. Land Use Requirements

This PD is divided into four (4) regions as identified in the Concept Plan. Each region is intended to allow for the development of unique and complimentary uses to the other regions, and especially those regions adjacent to one another. The following uses are the allowable (permitted) uses for each region. No other uses shall be permitted without approval by the Director.

Permitted Uses – Commercial

This region is primarily intended for mixed-use retail, commercial and office uses.

Permitted Uses

AMUSEMENT SERVICES
BED AND BREAKFAST
CAR WASH
CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
EDUCATIONAL FACILITY
ENTERTAINMENT
EXHIBITION HALL
FRATERNAL ORGANIZATION, LODGE, CIVIC CLUB, OR UNION
FUEL SALES
HOSPITAL
HOTEL
KIOSK
MANUFACTURING BUSINESS
MARKET (PUBLIC)
MEDICAL OFFICE/SERVICE
MICROBREWERY
OFFICE
OUTDOOR RECREATION
PARK/PLAYGROUND
PROFESSIONAL SERVICES
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SCHOOL, OTHER
SEASONAL USES
SERVICE BUSINESS
TELEMARKETING AGENCY

Exhibit 2 - Development Standards

UTILITIES (PUBLIC)
VETERINARIAN CLINIC

Permitted Uses – Entertainment

The Entertainment Region for events, mixed-use retail, and commercial uses.

Permitted Uses

AGRICULTURE
AMUSEMENT SERVICES
ARENA
BED AND BREAKFAST
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
ENTERTAINMENT
EXHIBITION HALL
FUEL SALES
HOSPITAL
HOTEL
KIOSK
LIVESTOCK SHOWING
LIVESTOCK STABLES
MANUFACTURING BUSINESS
MARKET (PUBLIC)
OFFICE
OUTDOOR RECREATION
PRIVATE CLUB
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SEASONAL USES
SERVICE BUSINESS
UTILITIES (PUBLIC)
VETERINARIAN CLINIC

Permitted Uses - Residential

This region is intended for a variety of residential development of varying DENSITY. Residential development within these areas consist of single-family and multi-family residences and TOWNHOUSES as the primary uses.

Permitted Uses

ACCESSORY DWELLING
ACCESSORY STRUCTURES
ASSISTED LIVING FACILITY
CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP

Exhibit 2 - Development Standards

COMMUNITY SERVICE
CONTINUING CARE RETIREMENT COMMUNITY
CONVALESCENT AND NURSING HOME
DWELLING, MULTI-FAMILY
DWELLING, ONE-FAMILY
EDUCATIONAL FACILITY
FAMILY HOME
INDEPENDENT SENIOR LIVING FACILITY
MEDICAL OFFICE/SERVICES
OUTDOOR RECREATION
PARK/PLAYGROUND
SCHOOL (K THROUGH 12)
TOWNHOUSE
UTILITIES (PUBLIC)

Permitted Uses – Park and Open Space

This region is primarily intended for outdoor uses.

Permitted Uses

COMMUNITY GARDEN
GREENWAY
OPEN SPACE
OUTDOOR RECREATION
PEDESTRIAN TRAILS
PARK/PLAYGROUND
PUBLIC CORRIDOR
PUBLIC PARK, STATE PARK, MUNICIPAL PARK
PUBLIC PLAZA
PUBLIC STREETS
RESERVATION

The following uses shall be Prohibited Uses in the Commercial, Entertainment, Residential, and Park and Open Space Regions:

- Tattoo parlors
- Sexually oriented businesses
- Community Home
- Municipal – water treatment plant
- Municipal – wastewater treatment plant
- Electrical generating plant

E. Architectural Requirements

The architectural standards section governs the Commercial, Residential, Entertainment and Park and Open Space regions for architectural elements and

Exhibit 2 - Development Standards

appurtenances related to the facade materials, roofs, service areas and other building standards.

F. Site Requirements

The site development standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

II. SITE DEVELOPMENT STANDARDS

The Site Development Standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

A. PUBLIC SPACES (*parks, trails, sidewalk, etc.*)

There are three (3) different types of public spaces in the Heritage Ranch PD -they include park and open space, pedestrian trails, and pedestrian sidewalks.

A. Park and Open Space

PARK and OPEN SPACE will be primarily green environment located along enhanced streets, lakes, and/or pedestrian corridors and will serve as a public destination. PARK and OPEN SPACE may include features such as pedestrian shade structures, tables, pedestrian benches, and walking paths. There is the possibility that some or all of the PARK and OPEN SPACE around the future lakes could be co-developed with the City of Sherman Parks Department for the use of citizens and flood retention (similar to Pecan Grove West and East Parks).

B. Pedestrian Trails

PEDESTRIAN TRAILS are to connect uses together and allow pedestrians a safe and healthy manner to traverse the development. Trails within the Heritage Ranch PD may run on existing utility easements and/or ROW's (overhead or underground).

C. Pedestrian Sidewalk

Within the Heritage Ranch PD pedestrian sidewalks will range from five feet to eight feet wide, as described in the Public Streets Section of this Document. The design intent provides enhanced pedestrian crossings at STREET INTERSECTIONS by minimizing curb to curb dimensions.

B. PUBLIC STREETS

This Section describes proposed roadway design standards associated for the Heritage Ranch PD with each of the functional classifications as related to the City of Sherman Thoroughfare Plan. Roadway design standards are in the City of Sherman's Subdivision

Exhibit 2 - Development Standards

Ordinance and include roadway design criteria and cross section elements for Major Thoroughfares (arterial) and Collector and Local streets. While street classification reflects the functions that roadways serve as part of the street network, roadway design standards are related to traffic volume, design capacity, and level of service.

Minimum Driveway and Intersection Spacing and Separation:

- A. Driveway and intersection spacing** (distance between driveways, measured edge-to-edge):
1. Highway/Frontage Road—One (1) driveway per three hundred (300) linear feet of LOT FRONTAGE or TxDOT regulations if applicable.
 2. Minor Arterial street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
 3. Collector street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
 4. Minimum distance from driveway to street corner—Fifty (50) feet, as measured from the street corner radius point of tangency.

[Remainder of page intentionally left blank]

Exhibit 2 - Development Standards

B. Minor Arterial

Arterial streets form an interconnecting network for broad movement of traffic in the Heritage Ranch PD development. Arterials typically accommodate between 30 and 40 percent of an area's travel volume. Since traffic movement, not land access, is the primary function of arterial, access management is essential to avoid traffic congestion and delays caused by turning movements for vehicles entering and exiting driveways.

Minor Arterials focus on moving intra-regional traffic. These types of thoroughfares carry high volumes of traffic and also have relatively higher speeds as well. The number of lanes for a Minor Arterial are four (4) based on either the current or the future demands and the potential development. The cross section for this street type is shown below:

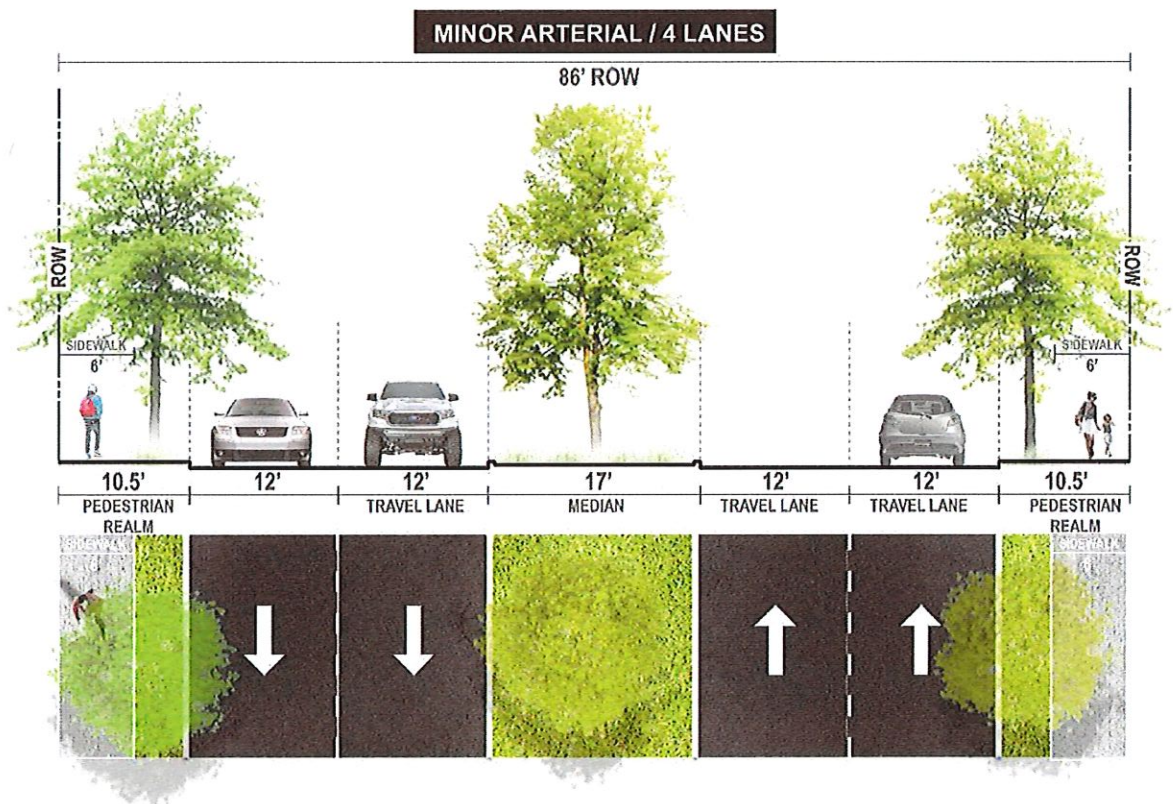


Exhibit 2 - Development Standards

C. Collector

Street layout plans: residential and commercial areas must include collector streets to provide efficient traffic ingress/egress and circulation. Since collectors generally carry higher traffic volumes than non-collector streets, they may require a modified roadway cross section at intersections with arterial streets to provide adequate capacity for both through traffic and turning movements. This cross section allows for painted center turn lanes, which provides opportunities to improve traffic flow in areas that have primary driveway locations and/or higher levels of turning traffic. This added left turn lane would serve as a transition and/or modification to the standard collector.

The collector serves uses related to commercial traffic and needs of surrounding residential neighborhoods. The cross section for this street type is shown below:

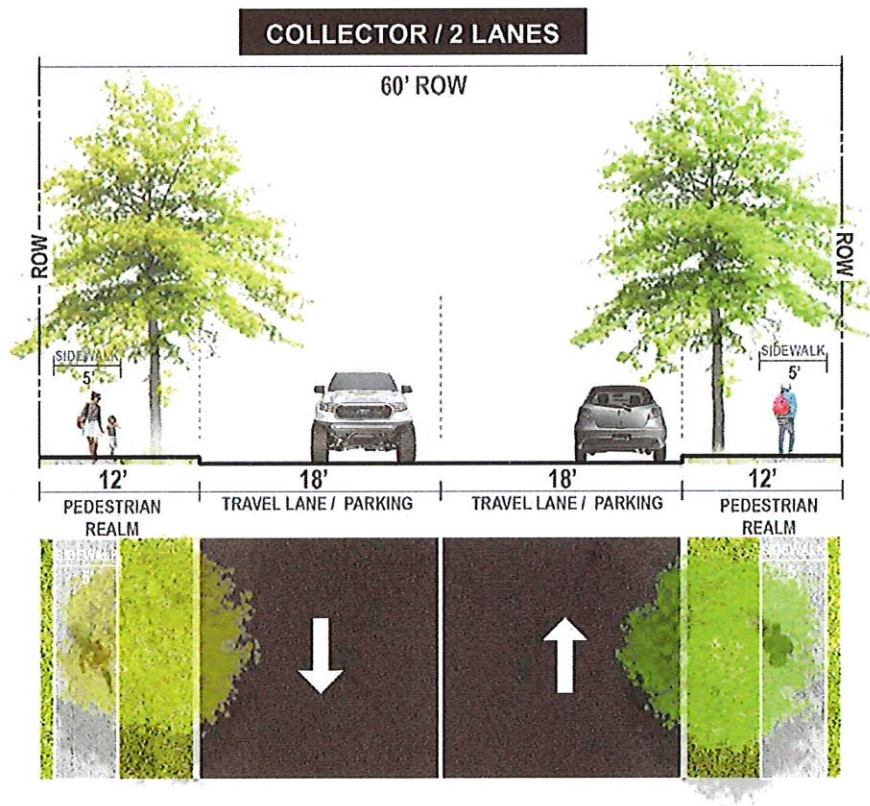
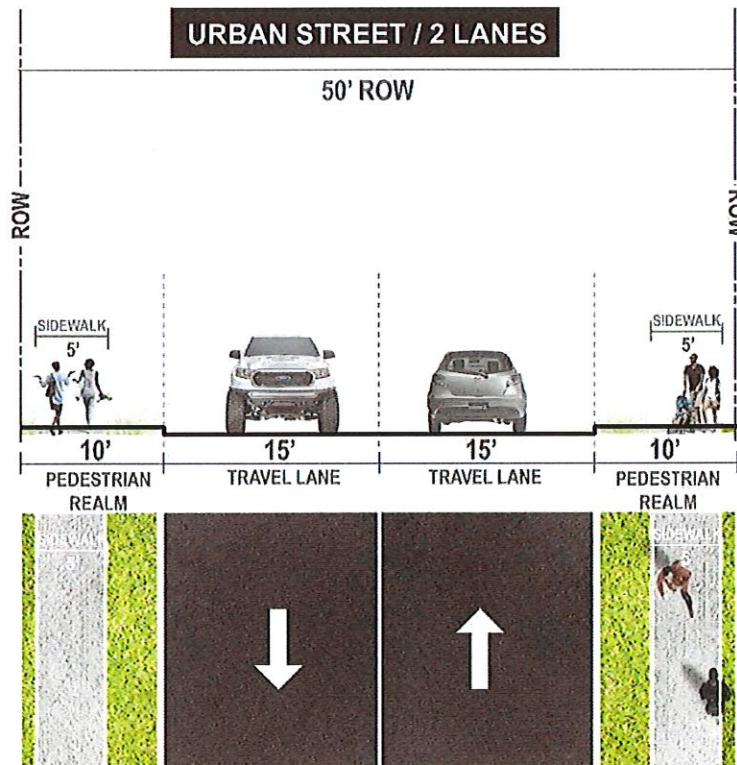


Exhibit 2 - Development Standards

D. Urban Street

The current Sherman standard for an urban street is a right-of-way width of 50 feet and a pavement width of 30 feet. However, these standards do not account for situations where less lane width may be acceptable due to lower DENSITY and fewer trips generated.



III. BUILDING TYPOLOGY DESIGN STANDARDS

The Building Typology Design Standards section establishes basic parameters for permitted and prohibited uses, building placement, lot widths, height, stories, and overall densities. Building Typologies for uses permitted with conditions that are not specified in the following sections shall be proposed to the CITY in a manner that satisfies the intent of this Planned Development.

For each standard set identified below, the following BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations shall apply, provided that minor deviations therefrom which do not exceed 10% greater or lessor may be approved by the DIRECTOR if the minor deviation(s) is justified in order to meet the intent of this PD or there is an undue hardship which prevents full compliance with these Standards. BUILDING HEIGHTS will be measured from the ground immediately adjacent to the foundation to the cave line of the building. In the event that a

Exhibit 2 - Development Standards

Permitted Use in any standard sets does not have a corresponding height or area regulation specified herein, the height and area regulations for such use shall be those for uses most similar to such permitted use.

A. RESIDENTIAL STANDARDS

At least two of the following residential housing types shall be required in the Residential Region of this PD.

A. Multifamily/Apartments

- All multi-family apartment buildings within the residential district will be a minimum of two (2) STORIES and a maximum of five (5) STORIES.
- Maximum DENSITY 28 units per acre
- Maximum lot coverage: Sixty (60) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: ten thousand (10,000) square feet.
 2. FRONT YARD setback: fifteen (15) feet.
 3. Minimum SIDE YARD setback: ten (10) percent of the LOT WIDTH not to be less than five (5) feet, but need not exceed fifteen (15) feet; twenty (20) feet from a street right-of-way line for a CORNER LOT; unless adjacent to a single family, duplex, patio home or single family use, then side and rear setbacks shall be according to the height of the multifamily building, but not exceed fifty (50) feet.
 4. Minimum REAR YARD: ten (10) feet.
- Building separation: fifteen (15) feet
- Minimum Floor Area:
 1. Efficiency unit: four hundred fifty (450) square feet per unit.
 2. One-bedroom unit: six hundred (600) square feet per unit.
 3. Two or more-bedroom unit: eight hundred twenty-five (825) square feet for the first two bedrooms, plus an additional one hundred twenty-five (125) square feet for every bedroom over two. for example, a three-bedroom unit must have a minimum of nine hundred fifty (950) square feet.
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.

B. Townhouses

- TOWNHOUSES within the residential district shall have a maximum of three (3) floors.
- TOWNHOUSES are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- TOWNHOUSES shall be grouped in a maximum of eight (8) attached TOWNHOUSES.
- TOWNHOUSES may be served by rear ALLEYS or front-facing garages.
- TOWNHOUSES can be a “for sale” or “for rent” product type

Exhibit 2 - Development Standards

- Maximum lot coverage: Sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES
 1. LOT AREA: one thousand seven hundred (1,700) square feet
 2. LOT WIDTH: twenty (20) feet
 3. FRONT YARD: ten (10) feet
 4. SIDE YARD: zero (0) feet for any side abutting another unit; five (5) feet for any side not abutting another unit
 5. REAR YARD: ten (10) feet
- Building Separation: fifteen (15) feet
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).

C. Patio Homes

- Patio homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Patio homes may be served by rear ALLEYS or front-facing garages.
- Patio homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Patio homes can be a “for sale” or “for rent” product type
- Maximum lot coverage: sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: three thousand (3,000) square feet
 2. LOT WIDTH: thirty (30) feet
 3. FRONT YARD: fifteen (15) feet
 4. REAR YARD: ten (10) feet
 5. SIDE YARD:
 - Option One: five (5) feet each side ten (10) feet on CORNER LOTS adjacent to a street right of way line.
 - Option Two: one (1) foot on one side yard and nine (9) feet on the other side yard. Applies to INTERIOR LOTS only. A five (5) foot maintenance EASEMENT is required on the LOT that adjoins the one (1) foot side of the adjacent LOT for maintenance.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.

Exhibit 2 - Development Standards

- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.

D. Single Family Homes

- Single family homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Single family homes may be served by rear ALLEYS or front-facing garages.
- Single family homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Single family homes can be a “for sale” or “for rent” product type
- Maximum lot coverage: Fifty (50) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: three thousand two hundred (3,200) square feet
 2. LOT WIDTH: forty (40) feet
 3. FRONT YARD: ten (10) feet
 4. REAR YARD: ten (10) feet
 5. SIDE YARD: five (5) feet each side; ten (10) feet on CORNER LOTS adjacent to a street right of way line
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited

E. Non-residential Uses

DETAILED SITE PLAN approval shall be required by Planning and Zoning Commission and City Council to establish BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations for any non-residential use listed as a Permitted Use in the Residential Region.

B. COMMERCIAL STANDARDS

A. Retail

- RETAIL will consist of various building typologies - such as large box retail, in-line retail, single use retail, and RESTAURANTS. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN

Exhibit 2 - Development Standards

BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).

B. Office

- OFFICE use will consist of various building typologies – such as larger corporate office buildings, small multi-tenant office buildings, and flex office buildings intended for assemblage and manufacturing uses. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.
- Maximum height: five (5) STORIES.
- Minimum LOT AREA: none.
- Minimum side and rear yards:
 1. When nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall development with lots or lease spaces abutting one another, no side yard is required provided that the CITY'S Building Code requirements have been met.
- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

C. Hotel (Full and Limited Service)

- The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new HOTEL buildings in the Heritage Ranch development.
- HOTEL shall be defined as a building with habitable rooms or suites which are reserved for guests who rent the rooms or suites on a daily basis, and with controlled access to the rooms via a lobby or interior hallway.
- The establishment shall furnish customary hotel services such as linen, maid service, telephone, use and upkeep of furniture.
- Building articulation shall be included on all facades.
 1. A porte-cochere or other covered area shall be provided immediately adjacent to the building entrance nearest the registration desk.
 2. Exterior balconies shall not be allowed within two hundred (200) feet of any residentially zoned property.
 3. All full service HOTELS may provide:

Exhibit 2 - Development Standards

- Swimming pool.
 - Other recreational facilities such as, but not limited to, exercise rooms equipped with exercise equipment, tennis or racquetball courts, spas, or game areas.
 - Full-service HOTELS shall provide a full-service RESTAURANT.
 - Meeting or conference facilities
- Maximum height: six (6) STORIES
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

C. ARENA / ENTERTAINMENT

- The arena/entertainment district is designed to encourage the concentration of recreational, entertainment and cultural uses to complement the development's HOTEL/convention center.
- Paved sidewalks, driveways and parking areas are required.
- Temporary overflow parking for events may be paved but can be grass, gravel, or other methods.
- Off-site parking shall be allowed adjacent to the arena site.
- Overnight trailer parking and RV hookups shall be screened from view of public roadways.
- Recreational vehicles, travel trailers or motor homes may be used on a temporary basis during events.
- All rooftop equipment shall be screened from view.
- Screening of loading and storage facilities is required.
- All horse stables and other animal holding areas should be fenced or screened from PUBLIC VIEW.
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

D. HEIGHT LIMIT EXCEPTIONS

- Unless noted in this PD, no specific BUILDING HEIGHT limits in the commercial or arena/entertainment standards.
- For all design categories, architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including but not limited to spires, belfries, towers, cupolas, domes, and roof forms shall not count towards BUILDING HEIGHT limitations.
- For commercial areas, mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire

Exhibit 2 - Development Standards

sprinkler tanks, and other similar constructions may extend above the actual BUILDING HEIGHT.

IV. ARCHITECTURAL STANDARDS

The Architectural Standards section will govern residential and commercial architectural elements and treatments related to the facade materials, roofs, service areas and other elements and standards.

The DIRECTOR may approve alternative exterior building materials if he/she determines that such materials are equivalent or better than those required herein and the same enhance the architectural design and creativity of the building or structure and do not adversely impact surrounding developed properties.

A. RESIDENTIAL - MULTIFAMILY / APARTMENTS

A. Façade Materials

1. Permitted primary building materials (which must cover not less than 75% of the area of the facade) should be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Multi-family/apartment accent building materials (which may cover no greater than 25% of the area of the facade) may be:
 - Pre-cast masonry (for trim and cornice elements only)
 - Gypsum reinforced fiber concrete (for trim elements only)
 - Metal (for beams, lintels, trim elements and ornamentation only)
 - Honed, colored or split-faced Concrete Masonry Unit (CMU) block (only for piers, foundation walls and chimneys)

C. Building Awnings and Canopies

1. Awnings and canopies when used should be architectural and constructed with fully OPAQUE materials that complement the building's character.
2. Awnings and canopies shall not be internally illuminated.

D. Building Roofs

1. Permitted roof materials:
 - Architectural asphalt shingles
 - Tile, clay or concrete (faux clay)
 - Slate (equivalent synthetic or better)
 - Metal (standing seam, equivalent or better)

Exhibit 2 - Development Standards

- Roofing material may be monolithic Thermoplastic Polyolefin (TPO) membrane or equivalent material.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the main structure, or a combination.
6. Perimeter fencing or screening shall not be required.
7. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
8. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

B. RESIDENTIAL – TOWNHOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. TOWNHOME accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

C. Building Roofs

1. Permitted roof materials:

Exhibit 2 - Development Standards

- 30-year dimensional shingles
- Tile, clay or concrete (faux clay)
- Slate (equivalent synthetic or better)
- Metal (may be limited to porches or accent roofs)
- 2. Roofing materials shall have a minimum 30-year rated warranty.
- 3. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
- 4. Roofs, dormers and chimneys:
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

C. RESIDENTIAL - PATIO HOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

C. Building Roofs

1. Permitted roof materials:
 - 30-year dimensional shingles
 - Tile, clay or concrete (faux clay)

Exhibit 2 - Development Standards

- Slate (equivalent synthetic or better)
- Metal (may be limited to porches or accent roofs)
- 2. Roofing materials shall have a minimum 30-year rated warranty.
- 3. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
- 4. Roofs, dormers and chimneys:
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

D. RESIDENTIAL - SINGLE FAMILY HOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation only)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

C. Building Roofs

1. Permitted Roof Materials:
 - 30-year dimensional shingles
 - Tile, clay or concrete (faux clay)
 - Slate (equivalent synthetic or better)

Exhibit 2 - Development Standards

- Metal (may be limited to porches or accent roofs)
- Roofing materials shall have a minimum 30-year rated warranty.
- 2. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
- 3. Roofs, dormers and chimneys
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

E. COMMERCIAL – OFFICE

Prior to site and building permit requests, architectural building elevations shall be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Materials and Colors

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Materials and colors for wall and monument signs should be compatible with the MAIN BUILDING'S colors and materials.
4. All exterior materials, textures and colors shall be appropriate for the architectural style or theme of the building.
5. Compatible colors on a single facade, or composition, should seek to add interest and variety while reducing building scale.

B. Building Lighting

1. The design of the building's exterior light fixtures shall be architecturally compatible to the character of the development.

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.

Exhibit 2 - Development Standards

3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

E. Canopies & Awnings

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awnings are discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

F. Signage & Graphics

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

G. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

F. COMMERCIAL - FLEX OFFICE

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Façades Materials

1. Long, blank facades should be avoided to the extent possible.
2. Facades of large buildings visible from a PUBLIC STREET should include architectural features such as reveals, windows and openings.
3. Primary building entries should be readily identifiable.
4. Steel/Metal siding
5. Steel structural supports

B. Accent Elements

Exhibit 2 - Development Standards

1. Accent building materials (near 5% of the area of the facade) may be:
 - Limestone
 - Other masonry
 - Hone, colored or split-faced CMU block

C. Materials and Colors

1. Large expanses of smooth material (e.g. concrete) should be broken.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.

D. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

E. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

F. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

Exhibit 2 - Development Standards

G. COMMERCIAL - HOTEL (FULL AND LIMITED SERVICE)

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Building Materials

All construction must have an exterior facade of a minimum of eighty (80) percent glass, brick, masonry, stone, stucco, EIFS, or other cementitious type of materials on each facade. The remaining twenty (20) percent may be of any other building code acceptable material of a contrasting color, texture, or design.

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. All exterior materials, textures and colors should be appropriate for the architectural style or theme of the building.
4. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. RV Parking

1. Any parking designated for trucks, recreational vehicles and other large vehicles shall be placed in a defined location.

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.

Exhibit 2 - Development Standards

6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

F. Canopies & Awnings

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awning is discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

H. COMMERCIAL

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Facade Materials

Permitted primary building materials (which must cover not less than 75% of the area of the facade) shall be:

1. Masonry/stone
2. Stucco/plaster
3. Cementitious siding (Hardie-plank™ or equivalent)
4. Other primary building materials shall be required to obtain a special exception as a part of DETAILED SITE PLAN approval.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 25% of the area of the facade) may be:

Exhibit 2 - Development Standards

- Pre-cast masonry
- Gypsum reinforced fiber concrete
- Limestone
- Other masonry
- Metal
- Honed, colored or split-faced CMU block

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Building Awnings and Canopies

1. Materials, illumination and location:
 - Awnings and canopies shall be architectural and constructed with fully OPAQUE materials that complement the building.
 - Awnings and canopies shall not be internally illuminated.

F. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

Exhibit 2 - Development Standards

I. COMMERCIAL - ARENA / ENTERTAINMENT

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Facade Materials

Permitted primary building materials which will follow the design style of a North Texas ranch /livestock arena (which must cover not less than 95% of the area of facade) shall be:

1. Steel/Metal siding
2. Steel structural supports

B. Accent Elements

1. Accent building materials (near 5% of the area of the facade) may be:
 - o Limestone
 - o Other masonry
 - o Hone, colored or split-faced CMU block

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

F. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.

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2. Attached signage should consist of individual letters.
3. Signage will be large to be in scale with this building.

G. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

V. SITE ELEMENTS - *Lighting, parking, and signage standards*

The Site Elements section establishes the standards for public/private exterior space lighting, provision of adequate parking, and compatible signage.

A. LIGHTING

Illumination is key to the safety and enjoyment of exterior environments by citizens, patrons, and guests of Heritage Ranch.

A. Pedestrian Trail

Sidewalk lighting with standard poles, pedestrian height poles, bollards and/or wall mounted fixtures are allowed on PEDESTRIAN TRAILS.

B. Commercial Streets

Streets in the Commercial and Entertainment Regions are typically designed to create a pedestrian oriented shopping or commercial district that includes special themed lighting. Decorative or themed lighting to create a special pedestrian street environment in the Commercial and Entertainment Regions will be allowed. These themed lights should be mounted on pedestrian-scaled poles. Use of LANDSCAPING, signage, and seating may be used in conjunction with the themed lighting to create a pedestrian street environment.

C. Parking Lot

Standard poles and fixtures shall be of a single color, compatible with the architecture of the building.

D. Street Lighting

1. General
 - All new developments should provide pedestrian scaled streetlights where feasible.
 - All new ALLEYS should have lights mounted on outbuildings or garages. These lights should be connected to a separate circuit other than the MAIN BUILDING.
 - Outdoor lighting should create and encourage a pedestrian friendly environment, which is especially beneficial to residential neighborhoods and neighborhood business districts. Pedestrian-scale lights should improve

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sidewalk illumination for pedestrian traffic and enhance community safety and business exposure.

- Street lighting should be designed to be appropriate to its neighborhood identity. Such things as height of lamp post, lamp head and lighting source and spacing can all be calibrated accordingly.
- Where existing light poles provide street lighting, new light fixtures may be mounted on existing poles to maximize resources and minimize installation time. A more expensive option is to install the new light fixtures on top of free-standing poles that receive power via underground conduit.

2. Size

- The height of lamp posts should be designed to be proportional to the width of the street. The general regulated height of streetlamps should be 12 to 15 feet for pedestrian-oriented neighborhoods. Typically, the 12-foot lampposts should be used for streets in residential neighborhoods and the 15-foot lampposts should be used on all other street types. This is not required for parking areas.
- For those STREET INTERSECTIONS that require more light, the 20-foot lamppost can be instituted for safety, but should be used only if necessary.

3. Location

- The minimum clearance from a streetlight pole to the face of curb should be 2 feet.
- The minimum clearance from a streetlight pole to the edge of a sidewalk should be 1 foot.
- The minimum clearance from a streetlight pole to the centerline of a tree should be 20 feet.
- A consistent on-center distance for lampposts should be established appropriate to the location. Typically, this dimension is 90 feet on center.
- On residential side streets, light posts should be placed within the parkway (tree planting strip) where one exists or within 2 feet from the curb when such a location does not reduce the sidewalk dimension to less than 5 feet.
- In existing residential neighborhoods, when street lighting will be added and neither of the above conditions can be met, lamp posts should be placed within one foot of the sidewalk in the front yard (front setback), provided a utility EASEMENT is already in place in that location.
- Lighting poles may be alternating sequence from one side of the street to the other, to ensure continuous light pockets.

4. Character

- All lamp posts should have a base, a middle and a top.
- Where applicable, the style of the street fixtures should be consistent.
- High-pressure sodium lights are prohibited. LED lights are encouraged.
- Cobra-heads shall not be used on streets in residential neighborhoods or pedestrian-oriented commercial streets. Cobra-heads should only be used on high-volume traffic streets.

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- Shoebox style lighting should not be used, except in large parking areas, or on the rear of buildings.
- Column streetlights should be used on streets in residential neighborhoods .
- Multi-head column streetlights may be used on all other street types.

B. PARKING

Surface parking required for uses within the Residential, Commercial, and Entertainment Regions.

Parking lots with two hundred (200) spaces or more shall be divided into separate areas divided by LANDSCAPED areas or sidewalks measuring a minimum of ten (10) feet in width or by a building or group of buildings.

1. Pedestrian sidewalks shall be directly linked to entrances and the internal circulation of the building.
2. Connections shall be made when feasible to any streets adjacent to the property and to any pedestrian facilities that connect to the property unless pedestrian and/or traffic hazards prohibit such connections.
3. Adjacent nonresidential sites shall provide cross vehicular access between nonresidential lots.

Minimum Parking Requirements

Minimum parking requirements for each land use is noted below.

A. Residential

The minimum number of car parking spaces shall be provided in accordance with the following ratios:

1. Single-family dwelling units: two (2) spaces per unit on a paved driveway all concrete or similar paved surface such as turf pavers, brick pavers, or asphalt.
2. Two-family dwelling units: four (4) spaces per dwelling (two spaces per unit).
3. Efficiency units (zero bedrooms): one (1) space per unit.
4. One-bedroom units (apartments): one and one half (1.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
5. Two-bedroom units (apartments): two (2) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
6. Three-bedroom units (apartments): two and one half (2.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

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7. Four-bedroom units (apartments): three (3) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

B. Retail

One (1) space per 250 SF of gross floor area.

C. General Commercial

One (1) space per 250 SF of gross floor area.

D. Arena

One (1) space per four (4) seats

E. Restaurant

One (1) space per 150 SF of gross floor area.

F. Office

One (1) space per 300 SF of gross floor area.

G. Hotel (Limited and Full Service)

Parking shall be provided in accordance with the following standards:

1. One (1) space per guest room,
2. Plus one (1) space per each five (5) RESTAURANT or lounge area seats,
3. Plus one (1) space for each one hundred twenty-five (125) square feet of meeting/conference room area.

H. On-Street Parking

The Heritage Ranch PD will allow on-street parking per CODE on the street types as defined within this document . The street types that will include this parking are the Urban Street and Collector.

I. Requirements

1. On-street parking within 200 feet of a LOT shall be counted toward the total required parking for that LOT.
2. Upon submittal of an acceptable comprehensive parking plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative parking requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval

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provided that such alternatives are consistent with this PD and the overall Development

3. A parking plan is required at the time of DETAILED SITE PLAN submittal.

C. WAYFINDING AND SIGNAGE

Unless specifically provided for below or addressed in other sections of this PD, the Development shall conform to the Sign Requirements set forth in the CODE. Required signage within the public right of way shall meet the minimum requirements of the Texas Manual on Uniform Traffic Control Devices.

- A. A sign plan for a region is required at the time of DETAILED SITE PLAN submittal.
- B. A wayfinding system providing directional and informational signs that are attractive, clear and consistent in theme, location, and design shall be allowed throughout the Development.
- C. Signs for a retail, office or similarly permitted use may be hung from the front of the building and may extend perpendicularly up to 30 inches into the pedestrian sidewalk provided that the bottom of such sign shall be at least 8 feet above the pedestrian sidewalk.
- D. Wayfinding and Signage within the Development shall conform generally to the design pallet, theme, and architectural elements of the Development.
- E. Upon submittal of an acceptable sign plan for a region, or for a substantial portion of a region, the DIRECTOR may recommend alternative wayfinding and signage requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommend by the developer and consistent with this PD and the overall Development.
- F. Portable or wheeled signs located outside any building shall be prohibited.

VI. LANDSCAPE STANDARDS

LANDSCAPING standards are used to promote a flexible framework of planting and green areas that enhance and safeguard property values while aiding in erosion control, noise abatement, glare and reflection control, buffering between land uses.

A. LANDSCAPE

A. Landscape Definition

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LANDSCAPING shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs, flowers, vines and other ground cover.

B. Site Definition

Site shall be defined, for the purposes of these guidelines, as any plot, TRACT or PARCEL of land or combination of contiguous lots, TRACTS or PARCELS of land.

C. Compliance

LANDSCAPING shall conform to the following:

1. LANDSCAPING shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy.
2. Due to certain circumstances, conditions, or hardships, the DIRECTOR may authorize a reasonable delay for planting of new landscape materials, in which case, a certificate of occupancy may be issued.
3. If such a delay is authorized by the DIRECTOR, all LANDSCAPING shall be planted not later than the date provided in the authorization from the DIRECTOR.
4. All LANDSCAPING shall be installed so as to avoid hazards.
5. Upon submittal of an acceptable LANDSCAPING and/or screening plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative LANDSCAPING and screening requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommended by the developer and consistent with this PD and the overall Development.
6. A LANDSCAPING plan is required at the time of DETAILED SITE PLAN approval.
7. Tree and LANDSCAPING:
 - The CITY finds that the planting of trees aids in the stabilization of soil by preventing erosion and sedimentation, generates oxygen, and provides a buffer.
 - This document shall apply to all new residential and commercial construction.
 - Any lot having a building setback of greater than ten (10) feet shall have at least one (1) front yard tree of at least three (3) caliper inches in diameter.

B. SCREENING

- LANDSCAPING shall be a permitted screening mechanism.

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- If LANDSCAPING is used as a screening mechanism, screening height shall be a minimum of three (3) feet at full maturity of landscape unless otherwise noted in this Section.
- All LANDSCAPING shall be installed so as to avoid hazards.
- Shrubs of sufficient height when used alone, or in conjunction with other materials, shall meet the minimum height requirements of this Section.
- Masonry walls shall be a permitted screening mechanism.
- Wood OPAQUE fencing and walls shall be permitted as a screening mechanism and must be maintained in good condition without fallen and/or rotten wood.
- Metal OPAQUE fencing shall be permitted as a screening mechanism as ornamental metal, tubular steel or similar material with a consistent design and finished in black.
- Privacy fences in the Residential Region shall consist of wood, ornamental metal with a consistent design and finished in black, or masonry fence materials.
- Where residential uses are incorporated into commercial uses and in multi-family areas, screening walls or mechanisms shall not be required.
- Fence and wall materials and locations will be approved as part of the DETAILED SITE PLAN approval.
- Fences and walls consisting of materials or placed in locations not addressed in this Section, may be approved as part of the DETAILED SITE PLAN approval.
- Site features noted below hereinafter shall be screened in accordance with above requirements.

A. Rear Yards and Service Side

Rear yard, or servicing side of a nonresidential use immediately adjacent to a PUBLIC STREET shall be screened. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

B. Loading Docks

Loading docks shall be screened from PUBLIC VIEW where a nonresidential use is immediately adjacent to a PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

C. Solid Waste

All solid waste areas shall be screened from PUBLIC VIEW. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

D. Ground-mounted Equipment

When practical, large ground-mounted equipment including, but not limited to, pad-mounted transformers, telephone switch boxes and gas meters, shall be

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reasonably screened or located away from the view of PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of three (3) feet at full maturity

C. PARKING LOTS AND STREETS

- Screening of nonresidential OFF-STREET PARKING lots over twenty-five (25) spaces shall be landscaped.
- All areas that are used for parking shall conform to the minimum LANDSCAPING requirements within the CITY for such use.
- LANDSCAPING shall consist of a combination of such plant materials as follows: ground cover, shrubs, vines, hedges, trees, or other such materials.
- Required street trees will be planted within the streetscape areas identified on the typical street sections found in Section II, B of this PD, with the exception of the typical street section for the Collector the Urban Street. Trees for these street sections may be located outside the Pedestrian Realm and be included in the front yard setback area.
- Required street trees may be clustered if approved by the DIRECTOR in order to facilitate, among other things, creative design, visibility, or safety.
- For the Minor Arterial and Collector street sections set forth in this PD, street trees will be provided at a minimum of one tree for every 100 linear feet.
- Tree wells are permitted and may be covered with grates, living plant materials or some permeable non-living material.
- Street trees to be at least three (3) caliper inches in diameter.

D. FENCES AND WALLS

- Residential Region: no fence, hedge or enclosure wall shall exceed a height of eight (8) feet.
- Commercial and Entertainment Region: fences may be erected to a height of ten (10) feet if used for security purposes.

VII. PARKS, TRAILS AND OPEN SPACE STANDARDS

The Open Space Framework plan is attached as Exhibit “B” and shall serve as the guiding document for the general locations and types of OPEN SPACES and trails that shall be provided in the Heritage Ranch PD. The exact location of each OPEN SPACE and trail shall be determined at the time of DETAILED SITE PLAN.

A. PARK

Final designs consistent with these typical park designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

B. LAKES AND OPEN SPACE

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Final designs consistent with these lake and OPEN SPACE typical designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

C. PEDESTRIAN TRAILS

Connected pedestrian access shall be provided throughout much of the development and shall include internal neighborhood trails constructed in phases concurrent with the construction of such neighborhoods that ultimately connect to the master trail system identified during the DETAILED SITE PLAN.

Final designs consistent with these typical PEDESTRIAN TRAIL designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal. Materials for trail construction are permitted to be concrete, decomposed granite, or other durable and applicable material suitable for trails as submitted by developer and approved by the DIRECTOR.

VIII. DEFINITIONS

For purposes of this PD Document, certain words and terms are to be used and interpreted as defined hereinafter unless the context of such use clearly indicates otherwise. Where a word or phrases is printed in CAPITAL LETTERS, it is being used as a defined herein. Words used in the present tense shall also include the future tense; words used in the masculine gender shall also include the feminine gender; words used in the singular number shall also include the plural number; and words in the plural number shall also include the singular number, except where the natural construction of the writing indicates otherwise. Words and phrases not defined within these Definitions, but which are defined in the Code shall have the meaning provided such words and phrases in the Code.

The word "shall" is mandatory and not directory. For any term or use not defined herein, Webster's Dictionary (latest edition) shall be used.

Accessory dwelling. A separate living unit, DETACHED from the primary structure, complete with kitchen, bathroom and sleeping facilities.

Accessory structure. A structure located on the same premise that is customarily incidental, DETACHED and subordinate to the primary structure or use.

Agriculture. The use of any TRACT of land for the production of animal or vegetable life; uses include, but are not limited to, the pasturing, grazing, and watering of livestock and the cropping, cultivation, and harvesting of plants.

Alley. A minor right-of-way that is dedicated to public use and which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

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Amusement services. A commercial facility that includes, but is not limited to, bowling alleys, movie theatres, music halls, indoor skating rinks, video arcades, pool and billiard halls, shuffleboard courts, baseball hitting ranges, miniature golf, golf driving ranges and shooting arcades.

Arena. A large civic building or group of buildings designed for concerts, community events, sporting events, livestock events, conventions, industrial shows, and like kind events.

Assisted living facility. An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services pursuant to the applicable regulations contained in the Texas Health and Safety Code.

Bed and breakfast. A DWELLING arranged or used for lodging for compensation, with or without meals.

Building. Any structure used or intended for supporting or sheltering any use or occupancy.

Building height. The vertical distance measured from the ground immediately adjacent to the foundation to the eave line of the building

Building line. The line established by law, beyond which a building shall not extend, except as specifically provided by law. Such lines to include front, rear, and side yard setbacks.

Building, main. A building in which the principal use of the lot on which it is situated is conducted. In a residential district any dwelling shall be deemed to be a main building on the lot on which it is situated.

Car wash. A place or business equipped for washing cars and other motor vehicles.

Childcare facility. A facility licensed, certified, or registered by the department to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

Church/place of worship. An institution that people regularly attend to participate in or hold religious services, meetings, or other activities. This term does not carry a secular connotation and includes the buildings or other locations in which the religious services of any denomination are held.

City. The City of Sherman, Texas.

City council. The governing body of the City.

City manager. The city manager of the City or his/her designee.

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Civic center. A building or group of buildings containing administrative offices for the operations of local government that is:

- (a) owned and operated by the CITY or Grayson County and
- (b) used predominantly for office and meeting space for local government and/or community activities.

Code. The City of Sherman Code of Ordinances.

Community garden. A community garden is a single piece of land gardened collectively by a group of people. Community gardens utilize either individual or shared plots on private or public land while producing fruit, vegetables, and/or plants grown for their attractive appearance.

Community service. A facility that is designed for the benefit of the public or its institutions including but not limited to community centers, libraries, post offices, agencies, etc.

Continuing care retirement community. A housing development designed to provide a full range of accommodations for older adults (55 years of age or older), including independent living, assisted living and skilled full-time nursing or medical care, that may consist of single family DETACHED and attached, duplex, triplex, quadraplex and/or multi-story structures.

Convalescent and nursing homes. An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides minor treatment under the direction and supervision of a physician licensed by the Texas State Board of Medical Examiners, or other services that meet some need beyond the basic provision of food, shelter, and laundry pursuant to the applicable regulations contained in the Texas Health and Safety Code.

Detailed Site Plan. Site plan approved by the CITY.

Density. The total number of residential buildings allowed upon a given TRACT of land usually expressed in total number of units per gross acres or net acre.

Detached. Having no physical connection above the top of the floor line of the first floor with any other building or structure.

Director. The Director of Development Services for the CITY or his/her designee or the CITY MANAGER if such position is vacant, no longer exists, or is terminated by the CITY.

Dwelling. Any building or portion thereof, which is designed or used exclusively for residential purposes.

Dwelling, multi-family. A building or portion of a building having suitable accommodations for two or more families, living independently of each other, who may or may not have joint uses of utilities, halls, yards, etc. This term includes PREMISES occupied more or less permanently for residential purposes in which rooms are occupied in apartments, suites or groups, such as duplexes, apartments, dormitories, lodging houses, rooming houses, and all the dwellings similarly occupied.

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Dwelling, one-family. A DETACHED building used exclusively for residential purposes having suitable accommodations for only one family. Also known as single-family.

Easement. A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

Educational facility. Public and private primary, secondary and post-secondary educational facilities offering instruction in the branches of learning and study required to be taught by the Texas Education Agency; and such federally funded educational programs for preschool children as the Head Start Program.

Entertainment. Includes shows, plays, skits, musical revues, children's theater, dance productions, public dance, musical concerts, opera and the production or provision of sights or sounds or visual or auditory sensations which are designed to or may divert, entertain or otherwise appeal to members of the public who are admitted to a place of entertainment, which is produced by any means, including radio, television, video reproduction, piano, orchestra or band or any other musical instrument, slide or movie projector, spotlights, or interruptible or flashing light devices and decoration.

Exhibition hall. A large civic building or group of buildings designed for conventions, industrial shows, and the like, having large unobstructed exhibit areas and often including conference rooms, HOTEL accommodations, RESTAURANTS, and other facilities.

Family. One or more persons related by blood, marriage, or adoption; or a group not to exceed four persons not all related by blood or marriage, adoption or guardianship, occupying a DWELLING unit.

Family home. A home that provides regular care in the caretaker's own residence for not more than six children under 14 years of age, excluding children who are related to the caretaker, and that provides care after school hours for not more than six additional elementary school children, but the total number of children, including children who are related to the caretaker, does not exceed 12 at any given time. The term does not include a home that provides care exclusively for any number of children who are related to the caretaker pursuant to the applicable regulations contained in the Texas Human Resources Code.

Fraternal organization, lodge, civic club, or union. An organized group having a restricted membership and specific purpose related to the welfare of the members such as Elks, Masons, Knights of Columbus, or a labor union.

Fuel Sales. An establishment engaged in the selling of retail fuel or gasoline and incidental goods and merchandise to the general public for personal or household consumption.

Greenway. A corridor of undeveloped land preserved for recreational use or environmental protection.

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Hospital. An establishment that offers services, facilities, and beds for use for more than 24 hours for two or more unrelated individuals requiring diagnosis, treatment, or care for illness, injury, deformity, abnormality, or pregnancy and that regularly maintains, at a minimum, clinical laboratory services, diagnostic X-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent pursuant to applicable regulations of the Texas Health and Safety Code.

Hotel. A building containing guest rooms, rented for less than 30 days and designed to be used for sleeping purposes, which provides a common entrance, lobby, halls and stairways. Includes full-service and limited-service hotels.

Independent Senior Living facility. A residence facility (multi-family, attached and/or DETACHED dwellings) that is designed for residents 55 years and older who do not require nursing care.

Kiosk. A small stand-alone structure, with one or more open sides, that is used to vend merchandise or services, or for providing information, either by posting, or on a computer screen.

Landscaping. Grass, trees, shrubs, vines, ground cover or flowers planted and maintained to enhance appearance of a development. Landscaping may include non-botanical features, such as walks, fountains, reflecting pools, art works, rain gardens and storm water management features as approved by the DIRECTOR.

Livestock Showing. A livestock show is an event where livestock are exhibited and judged on certain phenotypical breed traits as specified by their respective breed standard. Many times tickets are sold to view the event.

Livestock Stables. A stable is a BUILDING in which livestock, especially horses and cattle, are kept. It most commonly means a building and/or area that is divided into separate stalls for individual animals.

Lot. A platted (as specified in the Texas Local Government Code) PARCEL of land that is occupied or intended to be occupied by one main building (or a group of main buildings) and any accessory building(s), which includes such parking, LANDSCAPING and OPEN SPACE as are required by this ordinance or other laws and/or ordinances, and also which has its principal LOT FRONTAGE upon a PUBLIC STREET.

Lot area. The total area, measured on a horizontal plane, included within LOT LINES.

Lot, corner. A lot which has at least two adjacent sides abutting for their full lengths upon a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees.

Lot depth. The mean horizontal distance between the front and rear LOT LINES.

Lot, interior. A lot other than a CORNER LOT.

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Lot frontage. That dimension of a lot or portion of a lot abutting onto a PUBLIC STREET, excluding the side dimension of a CORNER LOT.

Lot lines or property lines. The lines bounding a lot as defined herein.

Lot width. The horizontal distance measured between side LOT LINES parallel to the front LOT LINE, and measured from the point on the BUILDING LINE that is closest to the front LOT LINE.

Manufacturing Business. A commercial enterprise covering a small area of land, which provides work performed by automation, individually, or as a team. Typically provides tangible products. Products can be produced, stored, or distributed from such business or enterprise. Such commercial enterprise does not include heavy manufacturing.

Market (public). Markets located on public property, where independent merchants can sell their products to the public. Typical products sold at public markets include fresh produce, various other food items and crafted goods.

Medical office/service. Including but not limited to ambulatory surgery center, urgent care center, hospice, hospice services and home health service.

Microbrewery. A combination retail, wholesale and manufacturing business that brews and serves beer and/or food.

Offices. A room or group of rooms used for the provision of executive, management and/or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations, but excluding MEDICAL OFFICES.

Off-street parking. Off-street parking spaces provided in accordance with the requirements of this ordinance, located on the LOT or TRACT occupied by the main use or within 200 feet of such LOT or TRACT, and located within the same zoning region as the main use or in an adjacent parking district.

Opaque. Not able to be seen through and/or not transparent.

Open space. In land-use planning, urban green space is open-space areas reserved for parks and other "green spaces", including plant life, water features and other kinds of natural environment. Most urban open spaces are green spaces, but occasionally include other kinds of open areas.

Outdoor recreation. An area designed for active outdoor recreation, whether publicly or privately owned, including, but not limited to, baseball diamonds, soccer and football fields, campgrounds, golf courses, tennis courts and swimming pools.

Parcel. Any unplatted TRACT of land, or any portion of an unplatted TRACT of land (also see TRACT).

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Park/playground. An area of land set aside for public or private use, as a piece of land with few or no buildings within or adjoining a town, maintained for recreational and ornamental purposes.

Pedestrian trails. A trail is usually a path, track or unpaved lane or road. The term is also applied, in North America, to routes along rivers, and sometimes to highways.

Premises. Land together with any buildings or structures situated thereon.

Private club. An establishment providing social and/or dining facilities which may provide alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of the applicable regulations in the Texas Alcoholic Beverage Code, that pertains to the operation of private clubs.

Professional service. Work performed which is commonly identified as a profession, and which may be licensed by the State of Texas.

Public garage/parking structure. A surface lot, parking structure or other facility owned, operated or maintained by the city, to provide parking to the general public.

Public park, State park, Municipal Park. *Public park:* a park in public space; *state park:* a park owned by a U.S. state; *municipal park:* a park owned by the city.

Public plaza. A public square in a city or town often featuring sidewalk, trees and shrubs, places to sit, and sometimes shops.

Public streets. A public street is any road open for public travel, under the jurisdiction of a public authority and maintained by a public authority.

Public view. Any area, equipment, or structure which can be viewed by the public from any PUBLIC STREET, PUBLIC PLAZA, or PUBLIC PARK.

Reservation. A TRACT of public land set aside.

Restaurant. An eating establishment where customers are primarily served at tables or are self-served, where food is consumed on the PREMISES, which may include a drive-through window(s) or where facilities are provided on the PREMISES which encourage the serving and consumption of food in automobiles on or near the restaurant PREMISES.

Retail. An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

School (K through 12). An institution for the instruction of children or people under college age.

School, other. Any institution for the instruction of people not considered a "school (K through 12)."

Exhibit 2 - Development Standards

Schoolyards. The area next to or surrounding a school where students typically play games or sports.

Seasonal uses. Seasonal uses include the sales of items such as Christmas trees, pumpkins, snow cones, fresh produce, and other items which are typically only available at certain times of the year.

Service Business. A commercial enterprise, which provides work performed in an expert manner by an individual or team, for the benefit of its customers. Typical services businesses provide intangible products, such as accounting, banking, consulting, cleaning, landscaping, education, insurance, treatment, and transportation services, where no exterior storage of equipment or stock are stored.

Story/Stories. That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

Street. Any dedicated public thoroughfare that affords the principal means of access to abutting property. A Street is termed a major thoroughfare or arterial when the right-of-way is greater than 60 feet.

Street intersection. Any street that joins another street at an angle, whether or not it crosses the other.

Telemarketing agency. An establishment that solicits business or the purchase of goods and/or services by telephone only. No sales of goods or services to the public occurs at or on the PREMISES. No products are stored at or on the PREMISES.

Townhouse. A one-family dwelling unit that may be constructed in a group of attached units separated by PROPERTY LINES in which each unit extends from foundation to roof and with open space on at least two sides.

Tract. A single PARCEL or lot.

Use. The purpose for which land or buildings are or may be occupied in a zoning district.

Utilities (public). Any facility or structure which provides services to the general public including but not limited to electric, gas, telephone, water, and television cable systems either publicly or privately owned.

Veterinarian clinic. An establishment where animals are admitted for examination and medical treatment.

Yard. An open space at grade between a building and the adjoining LOT LINES, unoccupied and unobstructed by any portion of a structure from the ground upward, except where otherwise specifically provided in this ordinance that the building or structure may be located in a portion of a yard required for a main building. In measuring a yard for the purpose of determining the width

Exhibit 2 - Development Standards

of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the LOT LINE and the main building shall be used.

Yard, front. A yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front PROPERTY LINE and the outside wall of the main building. Also known as front yard.

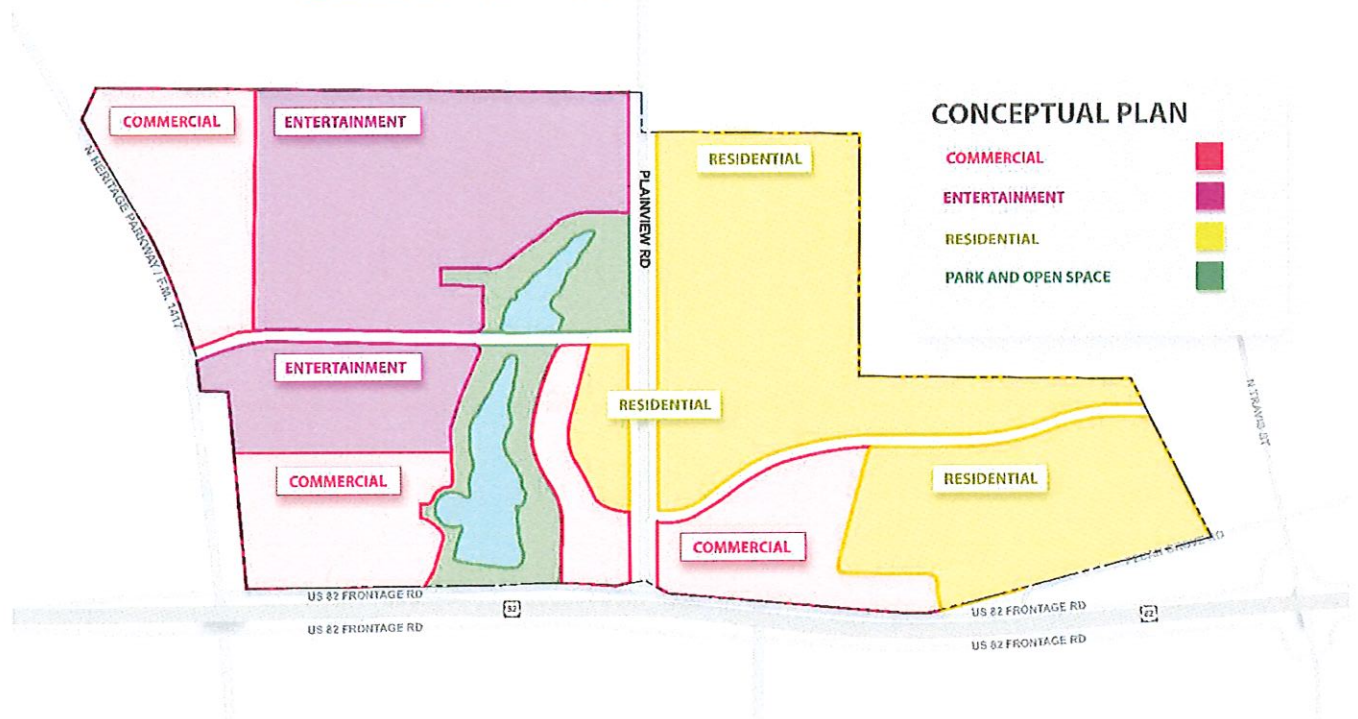
Yard, rear. The area extending across the rear of a lot measured between the LOT LINES and being the minimum horizontal distance between the rear LOT LINE and the rear of the outside wall of the main building. On both CORNER LOTS and INTERIOR LOTS, the rear yard shall in all cases be at the opposite end of the lot from the front yard. Also known as rear yard.

Yard, side. The area between the building and sideline of the lot and extending from the front LOT LINE to the rear LOT LINE and being the minimum horizontal distance between a side LOT LINE and the outside wall of the side of the main building. Also known as side yard.

Zoning Ordinance. A City of Sherman document which defines the regulations for land development of real property and also the procedures for application and potentially approval.

Exhibit 2 - Development Standards

EXHIBIT "A" – CONCEPTUAL PLAN



Region	Commercial	Entertainment	Residential	Park and Open Space	Major Right of Way (ROW)	Total Acreage (ac)
Acreage (ac)	+/- 105	+/- 112	+/- 138	+/- 60	+/- 24	439

Exhibit 2 - Development Standards

EXHIBIT "B" – OPEN SPACE FRAMEWORK PLAN



EXHIBIT "C" – TRANSPORTATION MASTER PLAN

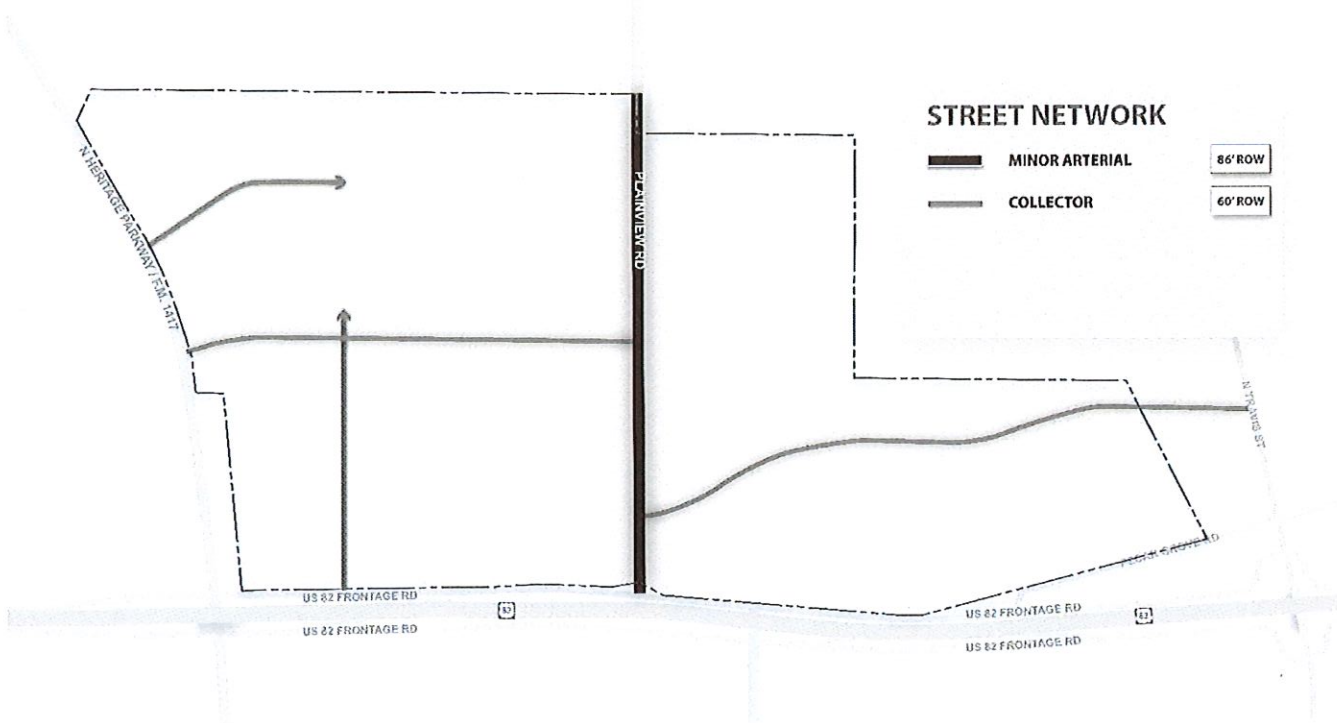
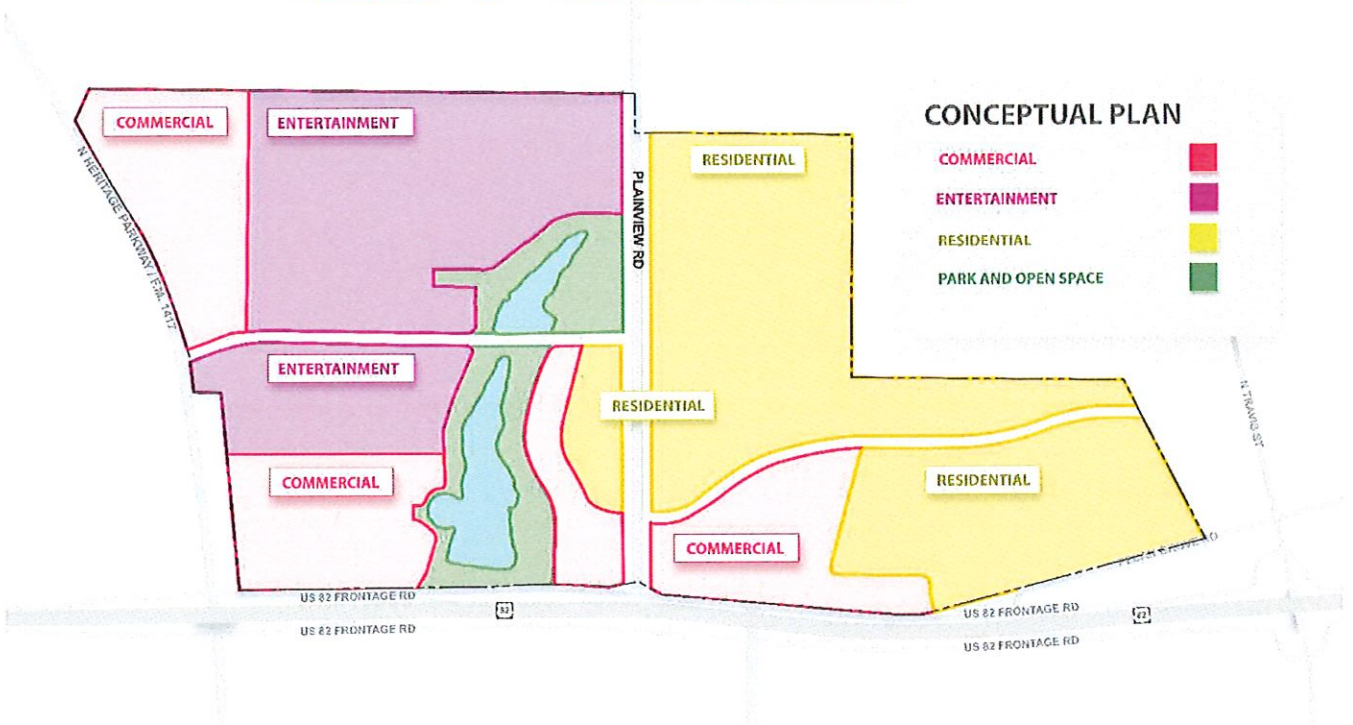


Exhibit 3 - Zoning Exhibit (Conceptual Plan)

EXHIBIT "A" – CONCEPTUAL PLAN



Region	Commercial	Entertainment	Residential	Park and Open Space	Major Right of Way (ROW)	Total Acreage (ac)
Acreage (ac)	+/- 105	+/- 112	+/- 138	+/- 60	+/- 24	439

Exhibit 3 - Zoning Exhibit (Conceptual Plan)

EXHIBIT “B” – OPEN SPACE FRAMEWORK PLAN

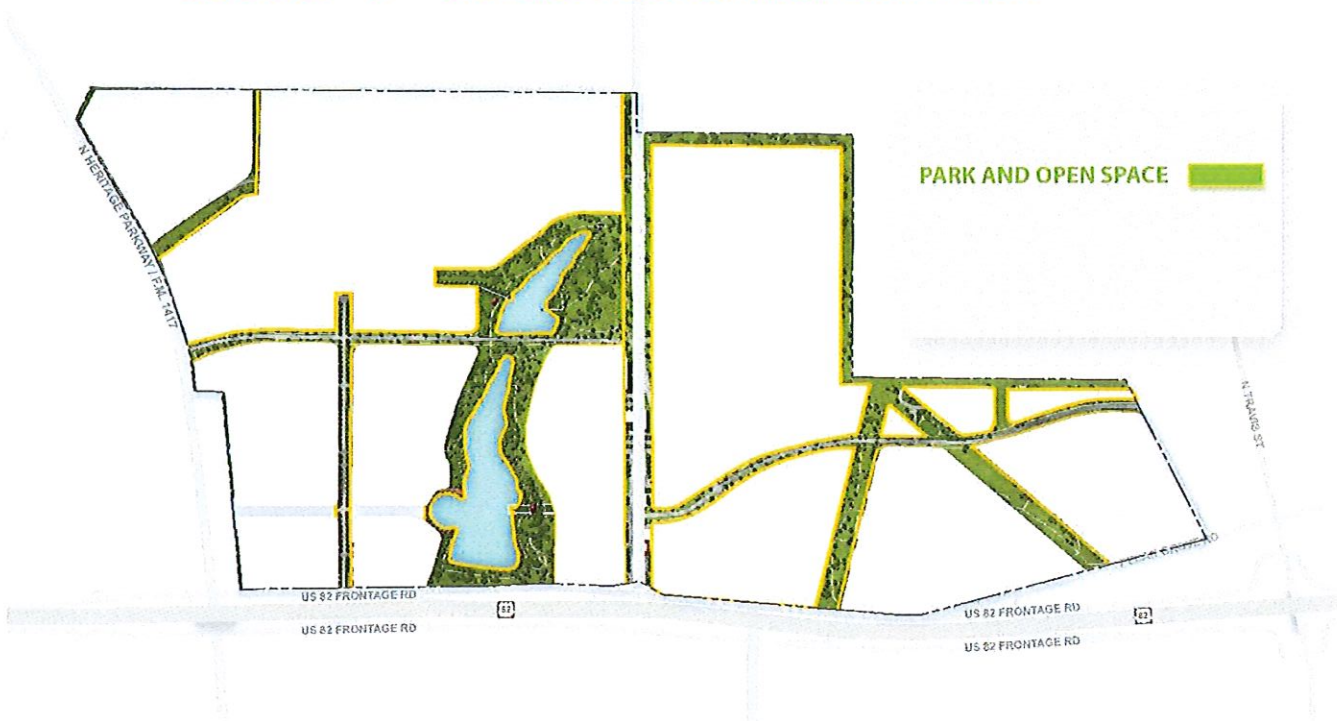
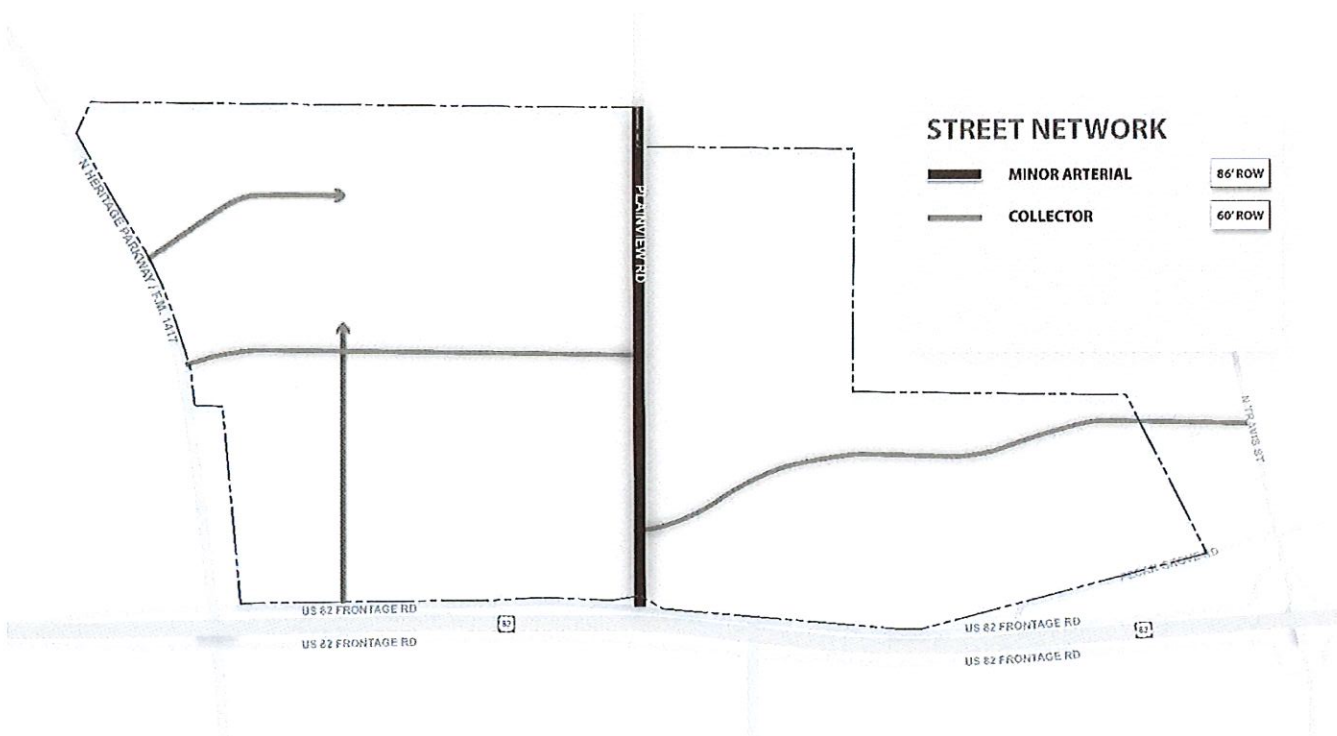
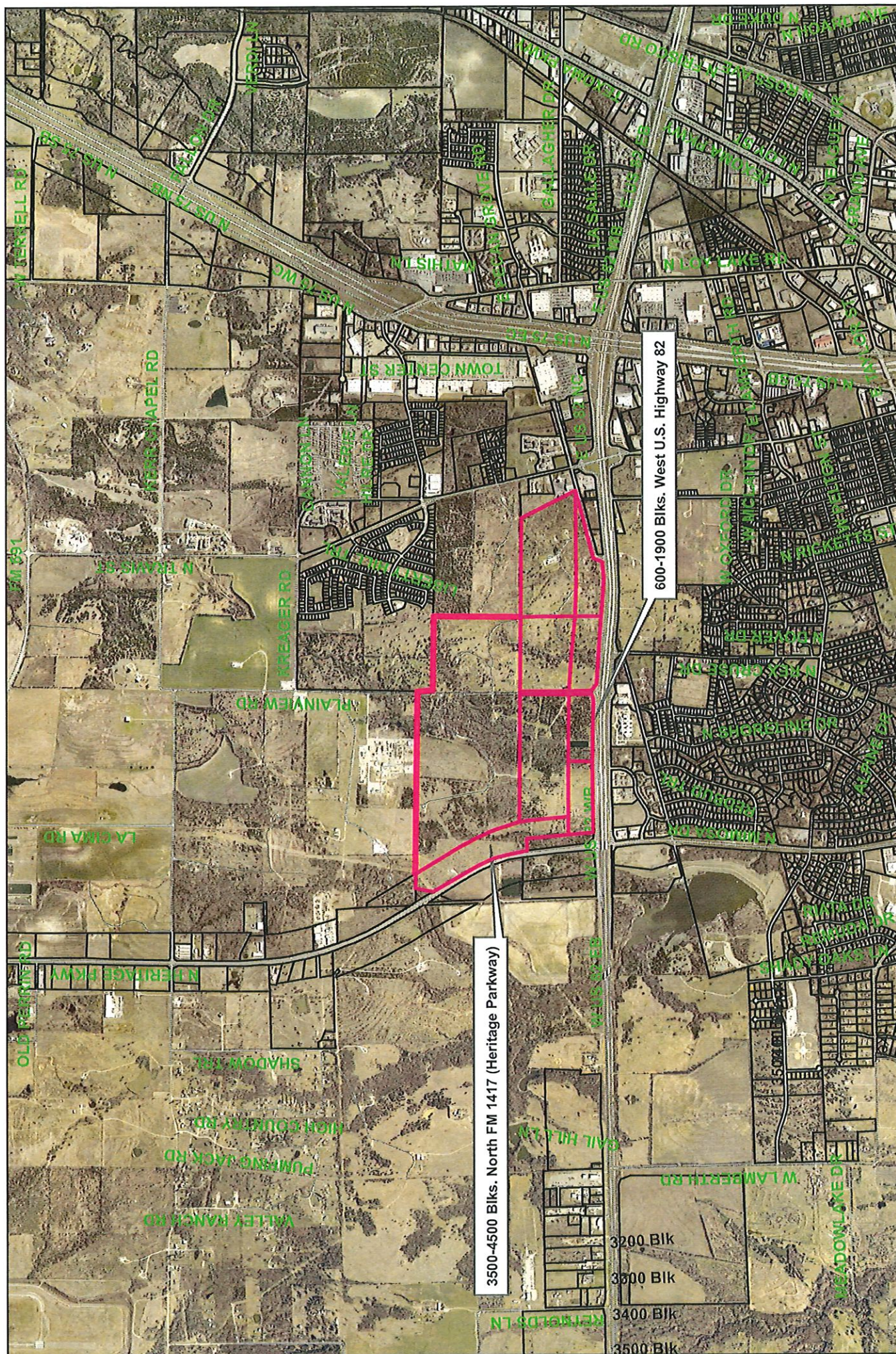


EXHIBIT “C” – TRANSPORTATION MASTER PLAN





NOT TO SCALE

 $1 \text{ in} = 2,500 \text{ ft}$

**3500-4500 Blks. North FM 1417 (Heritage Parkway) &
600-1900 Blks. West U.S.Highway 82**

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

**3500-4500 Blocks North FM 1417
(Heritage Parkway)**



600-1900 Blocks West Highway 82



TPJ Properties, Ltd.

November 17, 2020

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

Re: Request for Annexation

Dear Mr. Hefton:

TPJ Properties, Ltd., respectfully requests annexation to the City of Sherman pursuant to Section 43 of the Texas Local Government Code and shows the following in support of this annexation request:

1. Pursuant to Section 43 of the Texas Local Government Code, TPJ Properties, Ltd. requests that the City of Sherman annex 57.88 acres, which is located within the extraterritorial jurisdiction of the City of Sherman.
2. The legal description and depiction for the 57.88 acre tract ("Tract") of land is attached to this request.
3. TPJ Properties, Ltd. owns 100% of the Tract and has full authority to make this request for annexation.
4. Generally, this Tract is bounded by Plainview Road on the west and US Highway 82 on the south.
5. The Tract proposed to be annexed is not presently a part of any incorporated city.
6. For purposes of this annexation, the Tract is referred to as Heritage Ranch East. It is the desire of TPJ Properties, Ltd. that this annexation run concurrently with the separate annexation request of Heritage Ranch West.
7. In establishing the boundaries of the Tract to be annexed, the entire width of any street is to be included within the area annexed.
8. The Tract to be annexed is adjacent to the current boundary of the City of Sherman and is integrated with or is capable of being integrated with the City of Sherman.

Upon receipt of this request, please send an annexation timeline. Please do not hesitate to contact me if you have any questions or concerns about this request for annexation.

Sincerely,



Tom L. Johnson

Enclosures

PO Box 670 | Sherman, Texas 75091 | 903-893-8500

Helvey-Wagner Surveying, Inc.

222 West Main Street - Denison, Texas 75020
Ph: (903) 463-6191 • Fax: (903) 463-4088 • Email: kate@helveywagnersurveying.net
TBPLS Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 — Kate A. Wagner, RPLS No. 6578

57.88 Acres

SITUATED in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, being a part of the 184.50 acre tract of land conveyed by Warranty Deed with Vendor's Lien from John H. Becker, Jr., Trustee and Amy H. Fennell, Co-Trustee of the Hugh L. Head, Jr. Revocable Trust to TPJ Properties, LTD on February 15, 2002 and recorded in Volume 3203, Page 464, Official Public Records, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the South line of both the Alexander and Richards Survey, Abstract No. 42 and the 224.030 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5357, at the Northwest corner of the John Jennings Survey, Abstract No. 647 and the most Northern Northeast corner of said TPJ Properties 184.50 ac., at the Northeast corner of both said Uriah Burns Survey and the herein described tract;

THENCE South 01 deg. 25 min. 51 sec. West, with the West line of said John Jennings Survey and the East line of both said TPJ Properties 184.50 ac. and the Uriah Burns Survey, A distance of 1,687.15 ft. to a point in the North line of the 135.345 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5726, at an Ell corner of said TPJ Properties 184.50 ac. and the Southeast corner of the herein described tract;

THENCE North 88 deg. 22 min. 03 sec. West, with the North line of said 135.345 ac., over and across said TPJ Properties 184.50 ac., a distance of 1,484.50 ft. to a point in or near the pavement of Plainview Road and in the West line of said TPJ Properties 184.50 ac., at the Southwest corner of the herein described tract;

THENCE North 01 deg. 03 min. 03 sec. East, along said Plainview Road and with the West line of said TPJ Properties 184.50 ac., a distance of 1,697.20 ft. to a point at the Southwest corner of both said Alexander and Richards Survey and the 224.030 ac. and an Ell corner of said Uriah Burns Survey, at the Northwest corner of both said TPJ Properties 184.50 ac. and the herein described tract;

THENCE South 87 deg. 59 min. 09 sec. East, with the South line of both said Alexander and Richards Survey and 224.030 ac. and the North line of both said TPJ Properties 184.50 ac. and said Uriah Burns Survey, a distance of 1,495.82 ft. to the **PLACE OF BEGINNING** and containing 57.88 ACRES of land.

Annexation drawing for:
**TPJ Properties &
 City of Sherman**

Preparation Date: November 11, 2020

Unish Burns Survey
 Abstract No. 121
 Grayson County, Texas

Alexander and Richards Survey, Abst. No. 42

South line of 224.030 ac. and
 City Limits per Ordinance No. 5357
 survey line

P.O.B.

S87°59'09"E
 1495.82'

57.88 Acres
 part of the TPJ Properties, LTD
 184.50 acres (Tract One)
 Vol. 3203, Pg. 464
 O.P.R.C.C.T.

S01°25'51"W 1697.15'

North line of 133.345 acres
 (Parcel 1) and City Limits per
 Ordinance No. 5726

Note: This drawing shall not reflect
 a boundary survey and done for
 annexation purposes only.

N88°22'03"W
 1484.50'

part of the TPJ Properties, LTD
 184.50 ac.

approx. location of survey line

North line of 133.345 acres
 (Parcel 1) and City Limits per
 Ordinance No. 5726

GRAPHIC SCALE



FM 131 (Travis St.)

John Jennings Survey
 Abstract No. 647
 Grayson County, Texas

part of the TPJ Properties, LTD
 184.50 ac.

J.B. McAndair Survey
 Abstract No. 763
 Grayson County, Texas

Plainview Road

U.S. Hwy. 82

Job No. CGS411120

Helvey-Wagner Surveying, Inc.
 222 W. Main St., Denison, Texas 75020
 Ph (903) 463-6191 Fax (903) 463-4088
 Email: helveysurvey@cablenet.net
 Texas Board of Professional Land Surveying
 Firm Registration No. 10088100

2:\Land Projects\RD\TPJ-Properties-184-acres-0552\Annexation-drawing.dwg 11/11/2020 3:43 PM

Heritage Ranch Land Holdings, Ltd.

November 17, 2020

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

Re: Request for Annexation

Dear Mr. Hefton:

Heritage Ranch Land Holdings, Ltd., respectfully requests annexation to the City of Sherman pursuant to Section 43 of the Texas Local Government Code and shows the following in support of this annexation request:

1. Pursuant to Section 43 of the Texas Local Government Code, Heritage Ranch Land Holdings, Ltd. requests that the City of Sherman annex 136.94 acres, which is located within the extraterritorial jurisdiction of the City of Sherman.
2. The legal description and depiction for the 136.94 acre tract ("Tract") of land is attached to this request.
3. Heritage Ranch Land Holdings, Ltd. owns 100% of the Tract and has full authority to make this request for annexation.
4. Generally, this Tract is bounded by Plainview Road on the east, US Highway 82 on the south, and FM 1417 on the west.
5. The Tract proposed to be annexed is not presently a part of any incorporated city.
6. For purposes of this annexation, the Tract is referred to as Heritage Ranch West. It is the desire of Heritage Ranch Land Holdings, Ltd. that this annexation run concurrently with the separate annexation request of Heritage Ranch East.
7. In establishing the boundaries of the Tract to be annexed, the entire width of any street is to be included within the area annexed.
8. The Tract to be annexed is adjacent to the current boundary of the City of Sherman and is integrated with or is capable of being integrated with the City of Sherman.

Upon receipt of this request, please send an annexation timeline. Please do not hesitate to contact me if you have any questions or concerns about this request for annexation.

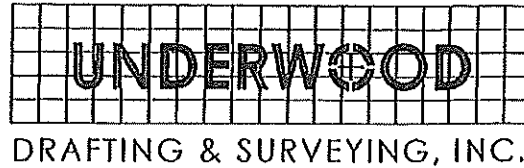
Sincerely,



T. Ryan Johnson

Enclosures

PO Box 670 | Sherman, Texas 75091 | 903-893-8500



JOB NO. 20110954
LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, and being a part of the same tract of land described as 356 acres conveyed by Glenn Dennis Woodson et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Northeast corner of the said Coffman tract in the center of a public road locally known as Plainview Road running along or near the East line of the said Burns Survey and West line of both the Alexander & Richards Survey, Abstract No. 42, and the same tract of land described as 156.904 acres conveyed by First Texoma National Bank to Stonehollow Homes, LLC by deed dated May 20, 2014, recorded in Volume 5466, Page 40, Official Public Records, Grayson County, Texas, said spike also maintaining the Southeast corner of the same tract of land described as 4.55 acres conveyed by Jeffrey Kelth Sallaz and Christy E. Sallaz to Nathan T. Mitchell by deed dated December 3, 2013, recorded in Volume 5397, Page 25, said Official Public Records;

Thence South 00°41'10" West with said center of road a distance of 270.78 feet to a 1/2" steel rod found maintaining and inside "L" corner to the said Burns Survey, the Southwest corner of both the said Alexander & Richards Survey and 156.904 acre tract, and the Northwest corner of the same tract of land described as 184.50 acres and referred to as Tract One as conveyed by John H. Becker, Jr. Trustee and Amy H. Fennell, Co-Trustee to TPJ Properties Ltd. by deed dated November 15, 2002, recorded in Volume 3203, Page 464, said Official Public Records;

Thence South 00°01'01" East continuing with said center of road and East line of the Coffman tract, at a distance of 1704.49 feet to a point in the center of said Plainview road.

Thence over and across said 356.00 acre tract of land the following calls and distances:

Thence North 89°29'30" West a distance of 2655.21' to a point which is 500.00' from and perpendicular to the centerline of F.M. 1417;

Thence with a curve to the left with an arc length of 1338.12', with a radius of 3341.49', with a chord bearing of North 19°26'52" West, with a chord length of 1329.19' to a point;

Thence North 30°55'12"W a distance of 861.14' to a point;

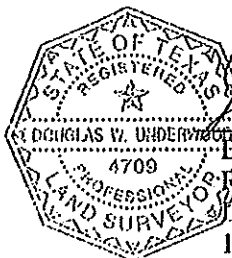
Thence South 89°26'27" East with the general course of a fence along the North line of the said Coffman tract a distance of 402.09 feet to a 1" steel rod found maintaining the Southeast corner of the said 119.69 acre tract and the Southwest corner of the same tract of land described as 31.00 acres conveyed by R. V. Clinton Jr. et ux to Timothy W. Dhane et ux by deed dated July 22, 2005, recorded in Volume 3897, Page 799, said Official Public Records;

Thence South 89°42'44" East continuing with said general course of fence a distance of 892.45 feet to a 1/2" steel rod found maintaining the Southeast corner of the said Dhane tract and the Southwest corner of the same tract of land described as 26.135 acres conveyed by XTO Energy Inc. to SemGas, L.P. by deed dated March 12, 2014, recorded in Volume 5433, Page 610, said Official Public Records;

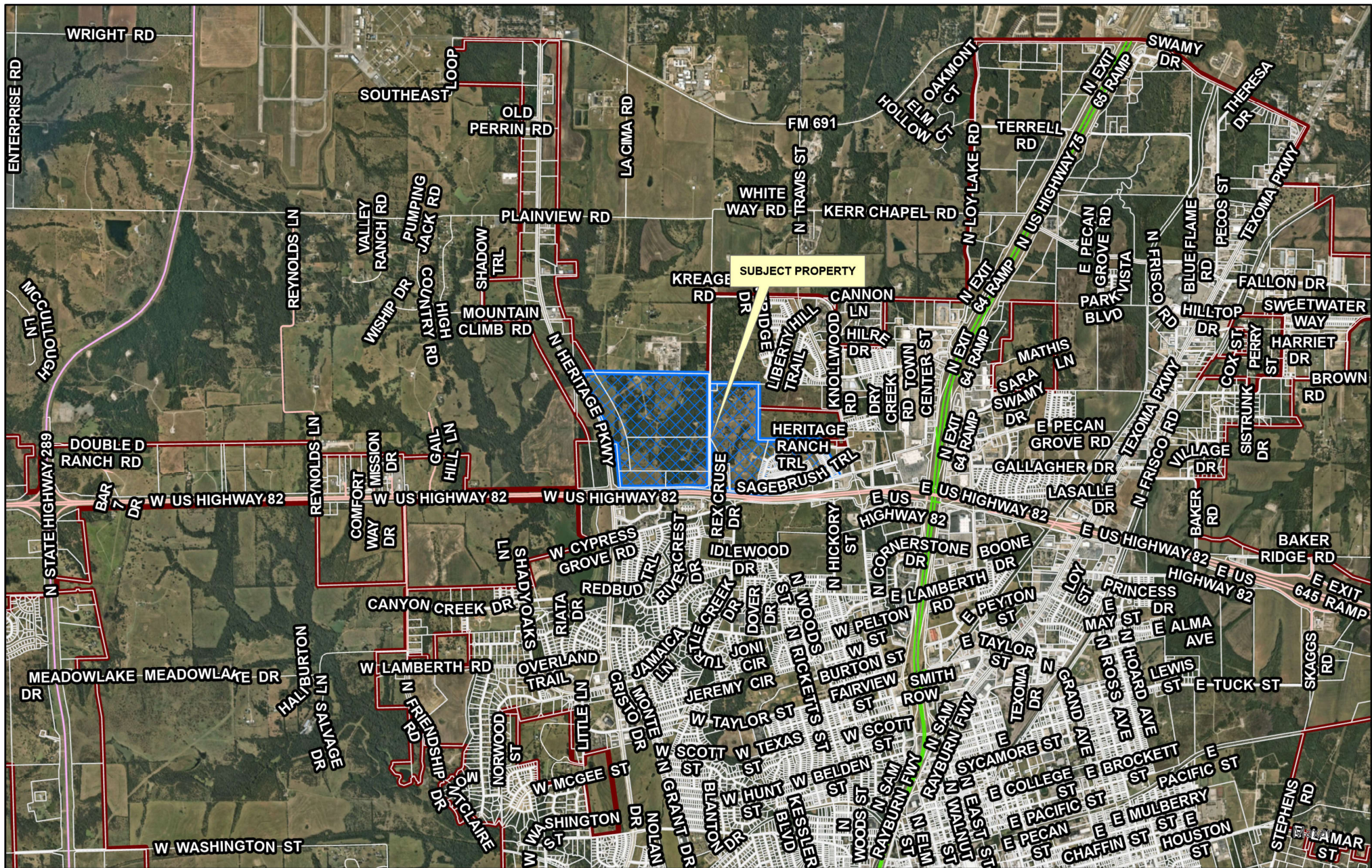
Thence South 88°41'53" East a distance of 566.43 feet to a 3/4" steel rod found at an angle point;

Thence South 89°35'04" East continuing with said general course of fence, passing the Southeast corner of the said 26.135 acre tract and the Southwest corner of the same tract of land described as 10.40 acres conveyed by Dornick Hills Midstream, Ltd. to said SemGas, L.P. by deed dated October 6, 2006, recorded in Volume 4134, Page 899, said Official Public Records, and continuing for a total distance of 799.64 feet to a metal corner post maintaining the Southeast corner of the said 10.40 acre tract and the Southwest corner of the same tract of land described as 14.82 acres conveyed by said R. V. Clinton, Jr. et ux to B. F. Shellenberger by deed dated October 29, 1965, recorded in Volume 1040, Page 223, said Deed Records;

Thence South 89°07'55" East continuing with said fence, passing the most Southerly Southeast corner of the said Shellenberger tract and the Southwest corner of the said 4.55 acre tract and continuing, passing a 1/2" steel rod found in the West line of said Plainview road at 855.6 feet and continuing for a total distance of 882.90 feet to the Point of Beginning and containing 136.94 acres of land more or less.

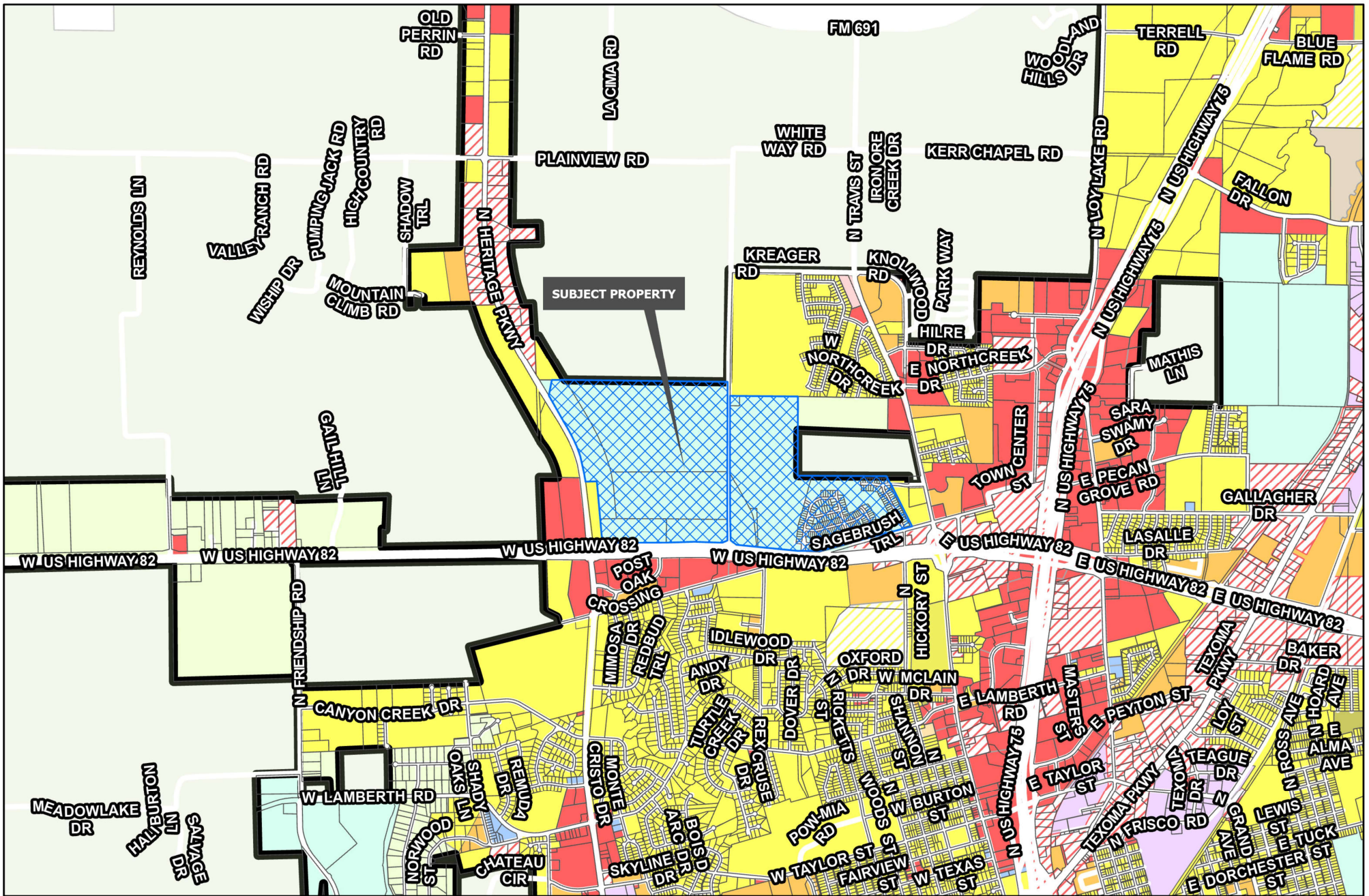


[Signature]
Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709
11-12-2020



CITY OF SHERMAN
LOCATION MAP
HERITAGE RANCH PD
300-1000 BLKS W HWY 82





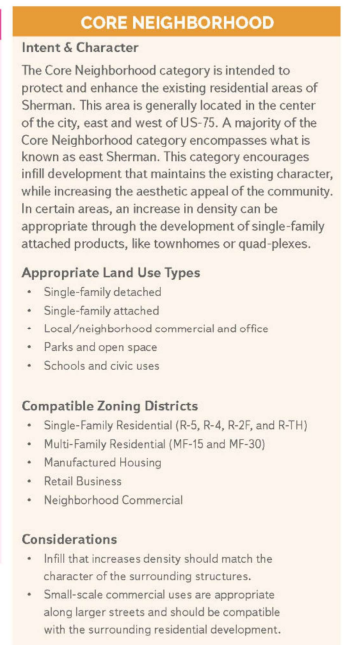
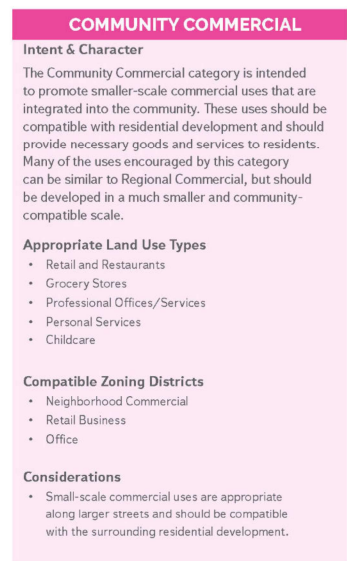
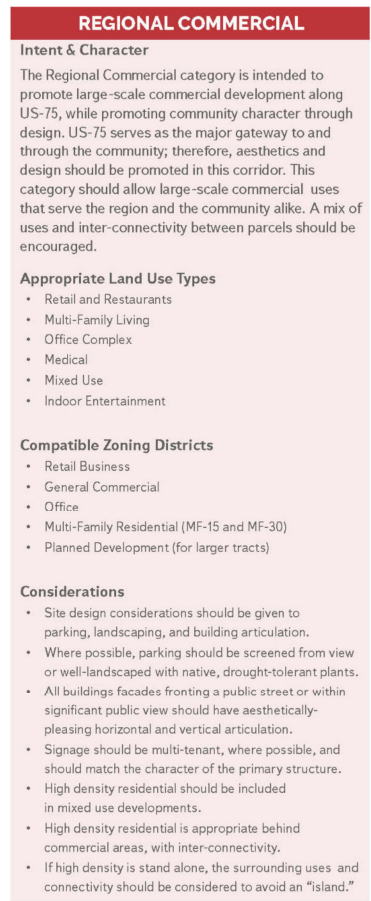
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
HERITAGE RANCH PD
300-1000 BLKS W HWY 82





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

CITY OF SHERMAN
FUTURE LAND USE MAP
HERITAGE RANCH PD
300-1000 BLKS W HWY 82



Date: 7/24/2025 6:34:55



Aug 2, 2024 9:01:12 AM
3936 North Heritage Parkway
Sherman
Grayson County
Texas



Aug 2, 2024 8:53:49 AM
West US Highway 82
Sherman
Grayson County
Texas

Sherman
Grayson County, Texas
**NOTICE OF
PROPOSED ZONING
CHANGE**
PROJECT #: 24-003487
Planning & Zoning Map: 22-000000
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229

LINCOLN
PROPERTY
COMPANY
COVENANT
HERITAGE RANCH
COMMERCIAL
DEVELOPMENT
FOR INFO
CALL 214.740.4333
LINCOLN
PROPERTY
COMPANY
RETAIL

HERITAGE RANCH
A Master-Planned Community
THE FUTURE OF SHERMAN IS HERE.
HeritageRanchTX.com

Aug 2, 2024 8:46:12 AM
22708 U.S. 82
Sherman
Grayson County
Texas



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 9/16/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7355

Authorizing Execution of an Economic Development Program Agreement with Sunny Delight Beverages Co. for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code for Tangible Personal Property Improvements.

Issue:

To consider an Economic Development Program and Agreement with Sunny Delight Beverages Co. (Harvest Hill)

Background:

Sunny Delight Beverages Company ("Harvest Hill") approached the City about a potential investment of \$8 million in its Sherman, Texas facility. The investment would assist in increasing production capabilities and retaining 175 employees. The investment includes enhancements and upgrades to current production lines, replacing outdated equipment, and the acquisition of new machinery and equipment. Harvest Hill has many facilities across the U.S. and only those with the most competitive return on investment are approved for funding. Local incentives play a vital role in promoting Sherman as the choice for additional capital investment.

The amount of economic development grant is based on the City's tax abatement matrix. A Chapter 380 Agreement is used instead of a tax abatement agreement to allow the City more efficient oversight of the terms in the agreement.

Origination:

Finance Department

Financial Consideration:

Over the five-year term of the agreement, the benefit to Harvest Hill is about \$50,000.

Staff Recommendation:

Staff recommends approval of the Chapter 380 Agreement.

Alternatives:

The Council could suggest changes to the agreement or decline to approve it.

Attachments:

1. Resolution No. 7355
2. Sunny Delight_Chapter 380_Signed_9.3.2024 (ID 413409)

RESOLUTION NO. 7355

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH SUNNY DELIGHT BEVERAGES CO. FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE FOR TANGIBLE PROPERTY IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to receipt of a fully executed agreement from Sunny Delight Beverages Co. and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Economic Development Program Agreement with Sunny Delight Beverages Co., for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code for Tangible Personal Property Improvements within the City of Sherman, in the same or substantially same form as the contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL AND THE CITY OF SHERMAN TEXAS on this the 16th day of September 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

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

This CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT (the “**Agreement**”) is entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the “**City**”), and SUNNY DELIGHT BEVERAGES CO., a Florida corporation (“**Company**”).

WHEREAS, Company is considering investing \$8 million in Tangible Personal Property (hereinafter defined) in its Texas facility, located on that certain real property owned by Broadstone HHH Texas, LLC (“**Landowner**”) and situated in Sherman, Texas, as more particularly described in Exhibit A, attached hereto (the “**Premises**”); and

WHEREAS, Company represents that it has limited capital to support expansion projects across all its U.S. facilities; and

WHEREAS, Company represents that the Tangible Personal Property will constitute a capital investment of no less than \$8 million by Company and that the Tangible Personal Property is expected to retain significant existing employment of no fewer than 175 Employment Positions (hereinafter defined) (collectively, the “**Phase II Project**”); and

WHEREAS, Company’s selection of the City as the location for the Tangible Personal Property is the result of collaboration among Company, the City and other units of local government and economic development entities; and

WHEREAS, Company has requested that the City authorize and provide certain economic development grants in connection with its investment in Tangible Personal Property as provided herein; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code and for the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce, and stimulating business and commercial activity in the State of Texas, Grayson County, and the City, the City desires to offer certain economic development grants to Company as more particularly described in this Agreement; and

WHEREAS, Company acknowledges that City and Company have entered into that certain Ad Valorem Tax Abatement Agreement for Tangible Personal Property, dated as of October 3, 2022 (the “**Phase I Agreement**”), in which the City agreed to provide economic development grants to Company for placing into service certain Tangible Personal Property (as defined therein) on the Premises, subject to the terms and conditions of the Phase I Agreement, and reflected in Grayson County Appraisal District Property ID No. 454347; and

WHEREAS, Company agrees that in no event shall any Grant (hereinafter defined) or other economic development grant be made by the City under this Agreement for any property of any kind that is the subject of the Phase I Agreement; and

WHEREAS, Company acknowledges that City has entered into that certain Chapter 380 Economic Development Program and Agreement with Landowner, dated as of April 15, 2024 (the “**Landowner Agreement**”), in which the City agreed to provide economic development grants to Landowner for making the Property Improvements (as defined therein), consisting solely of real property improvements at the Premises and not any tangible personal property, as reflected in Grayson County Appraisal District Property ID No. 125124, subject to the terms and conditions of the Landowner Agreement; and

WHEREAS, Company agrees that in no event shall any Grant (hereinafter defined) or other economic development grant be made by the City under this Agreement for any property of any kind that is the subject of the Landowner Agreement; and

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

1. **Definitions.**

- a. “Affiliate” shall mean any person, directly or indirectly controlling, controlled by, or under common control with Company. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.
- b. “Capital Investment” means the total capitalized cost invested by Company for the Tangible Personal Property that is the subject of the Grants under this Agreement.
- c. “Delinquent Ad Valorem Taxes” means any validly imposed Texas local or state ad valorem taxes that Company does not remit by the lawful due date, but does not include any such taxes that are assessed against Company as the result of a tax audit or other similar notice of assessment by any taxing authority unless Company fails to timely appeal such audit or notice of assessment. If Company subsequently loses the appeal of the ad valorem tax audit or other notice of assessment, or fails to timely appeal the audit or notice of assessment, the taxes assessed pursuant to the audit will be considered “delinquent” the day after the date specified by the final order on appeal as the due date for payment or the day after the due date for a timely appeal if no appeal is taken or filed by Company.
- d. “Employment Positions” means non-temporary full time employment positions of Company or a Company Affiliate at the Premises, including employees of contractors assigned to the Premises as shown on Company’s internal management systems. Two (2) or more part-time employees, totaling thirty (30) hours or more per week may be substituted for one (1) full-time employee.
- e. “Event of Bankruptcy or Insolvency” means the dissolution or termination of Company’s existence as a going business, insolvency, appointment of receiver for any significant part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general

assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and such proceeding is not dismissed within ninety (90) days after the filing thereof.

- f. “Force Majeure” means any delay caused by reason of war, civil commotion, acts of God, strike, inclement weather, shortages or unavailability of labor, supplies or materials (including but not limited to circumstances related to declared national emergencies such as but not limited to COVID-19) or other circumstances which are beyond the reasonable control and are without the fault or negligence of the obligated party, regardless of whether any such circumstance is similar to any of those enumerated or not. The obligated party shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement and any applicable completion deadline shall be extended for a period of time equal to the period the obligated party was delayed, provided that the party claiming delay as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a Force Majeure event causing such delay, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection. Force Majeure will not mean nor include delays caused by Company’s lack of, or inability to obtain, funding.
 - g. “Person” shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.
 - h. “Tangible Personal Property” means all tangible personal property, including, without limitation, equipment, machinery and fixtures, inventory and supplies owned by the Company, located on the Premises, placed in service on or after the Effective Date of this Agreement and reflected in Grayson County Appraisal District Property ID No. 230654.
 - i. “Taxable Value” means the appraised value as certified by the Grayson County Appraisal District as of January 1 of a given year.
2. **Subject of this Agreement.** Company will operate the Phase II Project throughout the term of this Agreement.
3. **Economic Development Grants.** Subject to the terms and conditions of this Agreement, and specifically the satisfaction of the conditions for qualifying in Section 4 below, the City will provide economic development grants (each a “Grant”) to Company for the Phase II Project as follows:
- a. The reimbursement each calendar year in an amount equal to (1) the City’s ad valorem property tax rate, multiplied by (2) the percentage set forth in the chart below for the year to which the Grant relates, multiplied by (3) the difference between (i) the Taxable Value of the Tangible Personal Property for the year to

which the Grant relates, less (ii) \$11,849,871 (the agreed Taxable Value of the Tangible Personal Property for Grayson County Appraisal District Property ID No. 230654 for the year beginning January 1, 2024):

<u>Grant Term Year</u>	<u>Percentage of City Taxes Used to Calculate Grant</u>
2025	30%
2026	30%
2027	30%
2028	15%
2029	15%

Each such Grant shall be paid by the City to Company within thirty (30) days following receipt by the City of (i) the ad valorem tax payment corresponding to such Grant, (ii) Investment Reports (due under Section 4(a) of this Agreement), and (iii) Employment Reports (due under Section 4(b) of this Agreement). The Grant shall commence on January 1, 2025, and shall continue for a period of five (5) consecutive calendar years thereafter with no more than one Grant payable for each such calendar year; provided, however, no Tangible Personal Property shall be eligible for a Grant after five (5) calendar years from the commencement date, regardless of circumstance or the date of placement into service of the Tangible Personal Property. Notwithstanding any statement to the contrary in this Agreement, the amount of the Grant due to Company in each calendar year shall not exceed the sum of fifteen thousand and 00/100 dollars (\$15,000), which serves as an annual cap and limit on the City's obligation to pay a Grant for the applicable year.

4. **Conditions to Qualify for Grants**. Each of the following conditions must be satisfied by Company for the entire Term (defined below) of this Agreement in order to qualify for the Grants:
- a. The Capital Investment in the Tangible Personal Property shall meet or exceed the aggregate amount of \$8 million as of January 1, 2025. Company shall provide the City with reports in a form reasonably acceptable to the City certifying Company's compliance with the minimum Capital Investment set forth herein (the "**Investment Reports**"). The Investment Reports shall be prepared and maintained in accordance with generally accepted accounting principles and shall include information on the extent and the amount of Company's investments in the Tangible Personal Property. Company agrees to submit the Investment Reports no later than thirty (30) days after January 1, 2025 and on or before January 31 of each successive calendar year during the Term of this Agreement. The City shall have the right to inspect Company's books and records relating to the construction of the Tangible Personal Property and the acquisition, location and maintenance of the Tangible Personal Property.
 - b. The continuous employment and retention of no fewer than 175 Employment Positions at the Premises beginning on the Effective Date and throughout the term

of this Agreement. Within thirty (30) days after the Effective Date and then as part of its Certification of Compliance each successive year thereafter during the Term of this Agreement, Company agrees to provide the City with reports in a form acceptable to the City certifying Company's compliance with the above commitment to Employment Positions and shall include information on the number of Employment Positions created or filled at the Premises (the "**Employment Reports**"). The City shall have the right to inspect Company's payroll and other employment records, including Company's management system assigned to the Premises, relating to the Employment Positions on the Premises.

- c. Company's continuous compliance with all terms, conditions, covenants and obligations of this Agreement.
- d. Subject only to events of Force Majeure, Company or Company's Affiliate's continuous occupancy of the Premises and operation and maintenance of the Tangible Personal Property located on the Premises as a part of a beverage manufacturing facility.
- e. At the time of payment of any portion of the Grants, Company must not be liable for Delinquent Ad Valorem Taxes.
- f. The City, its agents and employees shall have the right of reasonable access to inspect the Tangible Personal Property and the Premises at reasonable times and with reasonable notice to Company, and in accordance with Company's visitor access and security policies, to ensure that the operation of the Tangible Personal Property and the Premises is in accordance with this Agreement and all applicable state and local laws, codes, and regulations. After placement into service of any of the Tangible Personal Property, the City, its agents and employees shall have the continuing right to inspect the Tangible Personal Property and the Premises at reasonable times with reasonable notice to Company, and in accordance with Company's reasonable visitor access and security policies, to ensure that the Tangible Personal Property and the Premises are thereafter maintained and operated in accordance with this Agreement during the Term of this Agreement.

If, after all the conditions set forth above have been initially satisfied, any of the conditions set forth above are thereafter not satisfied during any calendar year for which a Grant is calculated or due and if such failure of a condition is not cured within thirty (30) days after written notice from the City to Company of such failure, the City will be relieved of its obligation to pay the portions of the Grants related to such calendar year; provided, however, that the subsequent failure of any of the conditions set forth above (after such conditions have been initially satisfied) will not constitute a default hereunder, unless such failure is not cured prior to the expiration of the notice and cure period set forth in Section 6(b). Furthermore, in the event the City provides any portion of a Grant to Company for a particular period based upon a statement or information provided by Company to the City that is incorrect and which, if corrected, would have resulted in Company not being entitled to the portion of such Grant related to the applicable period for which the statement or information was provided, then Company will refund to the City the portion of such Grant

which Company received based upon such statement or information within thirty (30) days after receipt of written demand by the City, subject to the right to cure and seek remedies under Section 6. If Company fails to refund such portion of the Grant as provided above, the City will be relieved of its obligation to pay Grants for the period of time that such refund remains unpaid and shall have the right to bring an action against Company for the payment of such refund.

5. **Term of this Agreement.** The term of this Agreement will commence on the Effective Date and will continue until the earlier to occur of the date that the City and Company mutually agree to terminate this Agreement or the date the City's obligation to pay the Grants set forth in Section 3 above expires (the "**Term**").

6. **Default.**

- a. Each of the following will constitute an "Event of Default" under this Agreement:
- (i) the City's failure to process any portion of the Grants owing to Company in accordance with this Agreement;
 - (ii) Company's failure to satisfy any of the conditions set forth in Section 4 above;
 - (iii) Company's failure to pay any Delinquent Ad Valorem Taxes owed to the City or any other taxing authority;
 - (iv) Company's suffering an Event of Bankruptcy or Insolvency;
 - (v) a breach of any representation or covenant made in this Agreement by Company; or
 - (vi) an attempted assignment of this Agreement by Company in violation of the terms set forth in Section 7 hereof.
- b. Upon the occurrence of an Event of Default, the City shall notify Company in writing. Company shall have thirty (30) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within thirty (30) day period, other than a monetary default, and Company has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City shall extend the period in which the default must be cured for an additional thirty (30) days.
- c. Upon the occurrence and during the continuance of an Event of Default, the City shall have all remedies available to it at law or in equity, including without limitation, termination of this Agreement.
- d. Periods described above for curing a delinquency or violation hereunder shall toll, and shall not be considered for any purpose as having run, beginning on the day Company files a petition in district court in Grayson County, Texas to determine

whether a delinquency or violation has in fact occurred under this Agreement and/or to determine whether any attempt to cure has been sufficient, and ending upon the issuance of a final court decision or other final resolution of such court proceeding.

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

8. **Indemnification.**

- a. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE CITY IN THIS AGREEMENT, COMPANY SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS COUNCILMEMBERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "CITY'S INDEMNIFIED PARTY") FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) COMPANY'S PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.
- b. The City's Indemnified Party shall promptly notify Company of any indemnified Losses or Claim for indemnified Losses in respect of which the City's Indemnified Party may be entitled to indemnification under this Section 8. Such notice shall be given as soon as reasonably practicable after the City's Indemnified Party becomes aware of the Loss or Claim for Losses.
- c. In the event any action or proceeding shall be brought against the City's Indemnified Party by reason of any matter for which the City's Indemnified Party

is indemnified hereunder, Company shall, upon notice from the City's Indemnified Party or its authorized agents or representatives, at Company's sole cost and expense, resist and defend the same with legal counsel selected by City. Company's obligation to defend shall apply regardless of whether the City's Indemnified Party is solely or concurrently negligent. Nothing herein shall be deemed to prevent the City's Indemnified Party at its election and at its own expense from participating in the defense of any litigation with their own counsel. If Company fails to retain defense counsel within seven (7) business days after receipt of City's Indemnified Party written notice that the City's Indemnified Party is invoking its right to indemnification under this Agreement, the City's Indemnified Party shall have the right to retain defense counsel on their own behalf, and Company shall be liable for all usual and customary defense costs incurred by the City's Indemnified Party.

9. **Miscellaneous.**

- a. Operation of the Tangible Personal Property will be in accordance with applicable rules, regulations, and ordinances of the City, subject to any variances granted in writing by the City.
- b. It is acknowledged and agreed by the parties that the terms hereof are not intended to and will not be deemed to create a partnership or joint venture among the parties. It is further understood and agreed by the parties that Company and the City, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibility or liability to third parties in connection with these actions.
- c. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and may not be modified or terminated except in accordance with the provisions hereof or by the mutual written agreement of the parties hereto.
- d. This Agreement will be construed in accordance with the laws of the State of Texas and will be performable in Grayson County, Texas.
- e. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- f. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others (i) that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, (ii) that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement, and (iii) that each individual affixing his or her signature hereto is authorized to do so and such authorization is valid and effective on the date hereof.

- g. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- h. Any notice and/or statement required and permitted to be delivered will be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

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

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

If to Company: Sunny Delight Beverages Co.
1 High Ridge Park
Stamford, CT 06905
Attn: Chris Conley

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

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

- m. The recitals to this Agreement are incorporated herein for all purposes. The following exhibits are attached to this Agreement and incorporated by reference herein for all purposes:

Exhibit “A” — Tangible Personal Property

Exhibit “B” – Legal Description of the Premises

- n. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.
- o. Nothing in this Agreement will be implied to vest any rights in the parties. In addition, nothing contained in this Agreement will constitute a “permit” as defined in Chapter 245, Texas Local Government Code. **THE COMPANY WAIVES ANY CLAIM THAT THIS AGREEMENT ESTABLISHES VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- p. It is expressly understood that this Agreement will be binding upon and benefit the parties hereto only upon execution by both parties.
- q. Pursuant to Section 2270.002, Texas Government Code, Company hereby represents that neither Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Company “boycotts Israel”, and subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, “boycott Israel” shall have the meaning given such term in Section 2271.001, Texas Government Code.
- r. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Company certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization.
- s. Pursuant to Chapter 2274, Texas Government Code, Company verifies that (i) it does not boycott energy companies and will not boycott energy companies during the term of this Agreement and (ii) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.
- t. Pursuant to Chapter 2264, Texas Government Code, Company represents and certifies that it does not and will not knowingly employ any undocumented worker at the Facility or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, Company is convicted of a violation under 8 U.S.C. § 1342a(f), Company shall repay to the City an amount equal to all Grant payments tendered to Company under

this Agreement plus interest at the annual rate of four percent (4%) not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies Company of such violation.

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

By: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

By: _____
Ryan D. Pittman, City Attorney

SUNNY DELIGHT BEVERAGES CO.,
a Florida corporation

By: Chris Conley
Printed Name: Christian Conley
Title: CEO / Treasurer
Date: 9/3/2024

Exhibit A
Tangible Personal Property

No less than \$8 million in Tangible Personal Property, as reflected in Grayson County Appraisal District Property ID No. 230654, consisting of:

Description	Est. Cost
TX - SL Reliability & Capacity - New Filler-Capper	\$ 3,652,122
TX - SL Capacity Unlock Phase 4 - New Traypacker	\$ 2,811,173
TX - Additional Rack Storage	\$ 481,829
TX - SL Capacity Unlock Phase 4 - New Traypacker Upgrade	\$ 396,200
TX - Air Compressor #1 replacement	\$ 323,869
TX - Replacement of Cold Room Unit #9	\$ 221,480
TX - Corrugate Drive-In Racks for Production Lines	\$ 205,532
TX - SL HTST Flow Plate & Filler Manifold upgrade	\$ 201,457
TX - Forklift Replacement	\$ 197,451
TX - SL Labeler Cutting Unit Replacement	\$ 137,500
TX - Misc. Machinery & Equipment Replacements	\$ 126,987
TX - LL Tray Packer Upgrade	\$ 84,896
TX - High-Speed Door/Cooler Wall Replacement	\$ 62,193
TX - Emulsion Homogenizer Rod End Bearings	\$ 51,220
TX - LL Lowerator Rebuild	\$ 29,241
TX - 128oz Bottle Turner	\$ 28,638
Total Minimum Capital Investment	\$ 9,011,788

Exhibit B

Legal Description of the Premises

MEASURED DESCRIPTION

DESCRIPTION OF A 64.401 ACRE TRACT SITUATED IN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND BEING ALL OF THAT TRACT OF LAND CONVEYED TO AGNL BEVERAGES (TX), LP. BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 5732, PAGE 308, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS; SAID 64.401 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY MEETS AND BOUNDS AS FOLLOWS:

BEGINNING, AT A "X" CUT IN CONCRETE FOUND MARKING THE NORTHEAST CORNER OF THE SAID 64.401 ACRE TRACT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 1417 (VARIABLE WIDTH) WITH THE CENTER OF A PUBLIC ROAD TO THE SOUTH LOCALLY KNOWN AS HOWE DRIVE RUNNING ALONG OR NEAR THE EAST LINE OF THE SAID MARTIN SURVEY;

THENCE, SOUTH 14 DEGREES 08 MINUTES 48 SECONDS EAST, WITH SAID CENTER OF HOWE DRIVE, A DISTANCE OF 2433.63 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE SAID 64.401 ACRE TRACT AND THE NORTHEAST CORNER OF SHERMAN INDUSTRIAL DEVELOPMENT ADDITION TO SAID CITY OF SHERMAN, TEXAS ACCORDING TO THE PLAT OF RECORD IN VOLUME 24, PAGE 40, PLAT RECORDS, GRAYSON COUNTY, TEXAS;

THENCE, SOUTH 74 DEGREES 48 MINUTES 39 SECONDS WEST, WITH THE SOUTH LINE OF THE SAID 64.401 ACRE TRACT, PASSING AT A DISTANCE OF 40.00 FEET THE NORTHEAST CORNER OF LOT 3, BLOCK 1 OF SAID SHERMAN INDUSTRIAL DEVELOPMENT ADDITION; CONTINUING, IN ALL, A TOTAL DISTANCE OF 527.51 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO SHERMAN ECONOMIC DEVELOPMENT CORPORATION BY DEED RECORDED IN VOLUME 4895, PAGE 876, OFFICIAL PUBLIC RECORDS; SAID POINT ALSO BEING AT THE INTERSECTION OF SAID SOUTH LINE OF THE SAID 64.401 ACRE TRACT WITH THE EAST RIGHT-OF-WAY LINE OF THE EASEMENT CONVEYED TO THE ST. LOUIS, SAN FRANCISCO AND TEXAS RAILWAY COMPANY RECORDED IN VOLUME 945, PAGE 490, DEED RECORDS, GRAYSON COUNTY, TEXAS;

THENCE, WITH THE COMMON LINE OF SAID 64.401 ACRE TRACT AND SAID RIGHT-OF-WAY LINE, THE FOLLOWING METES AND BOUNDS:

NORTH 59 DEGREES 06 MINUTES 38 SECONDS WEST, A DISTANCE OF 331.98 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1885.08 FEET;

NORTHWESTERLY, WITH SAID CURVE TO THE RIGHT, (CHORD BEARS NORTH 36 DEGREES 28 MINUTES 48 SECONDS WEST, 1450.72 FEET), AN ARC DISTANCE OF 1489.13 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5433" FOUND MARKING AN "L" CORNER;

NORTH 76 DEGREES 09 MINUTES 02 SECONDS EAST, A DISTANCE OF 251.00 FEET TO A 1/2" IRON ROD FOUND MARKING ANOTHER "L" CORNER;

NORTHWESTERLY, WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1060.08 FEET, (CHORD BEARS NORTH 11 DEGREES 46 MINUTES 26 SECONDS WEST, 134.73 FEET), AN ARC DISTANCE OF 134.76 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5433" FOUND THE END OF SAID CURVE;

NORTH 09 DEGREES 41 MINUTES 54 SECONDS WEST, A DISTANCE OF 743.13 FEET TO A POINT MARKING THE NORTHWEST CORNER OF SAID 64.401 ACRE TRACT; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SAID SHERMAN ECONOMIC DEVELOPMENT CORPORATION TRACT; SAID POINT ALSO BEING ON SAID SOUTH RIGHT-OF-WAY LINE F.M. HIGHWAY NO. 1417;

THENCE, WITH THE SAID SOUTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 1417, THE FOLLOWING METES AND BOUNDS:

NORTH 73 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 1057.58 FEET TO A POINT FOR ANGLE AT THE WEST BASE OF A DISTURBED CONCRETE MONUMENT FOUND;

SOUTH 87 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 158.68 FEET TO A "X" CUT IN CONCRETE FOUND AT AN ANGLE POINT;

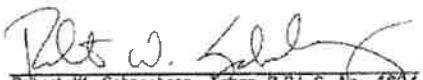
NORTH 73 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,805,290 SQUARE FEET OR 64.401 ACRES OF LAND.

SURVEYOR'S CERTIFICATION

To: BANK OF AMERICA, N.A., a national banking association, as Administrative Agent for the Leaders, its successors and/or assigns, CF Alpha 8 Golf Proccs LLC, a Delaware limited liability company, its successors and assigns; Broadstone HHX Texas, LLC; First American Title Insurance Company; Pritchett, Nichols & Meeks LLP; and the Matthews Company, Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5(a), 6(b), 7(a), 7(b)(i), 7(c), 8, 9, 13, 14, 16, 17, 18, 19 and 20 of Table A thereof. The fieldwork was completed on May 29, 2019.

Date of Plat or Map: May 30, 2019


Robert W. Schneeburg, Texas R.P.L.S. No. 4804
Gonzalez & Schneeburg, Engineers & Surveyors, Inc.
2100 Lakeside Boulevard, Suite 200
Richardson, Texas 75082
Phone 972/516-8855
email: robert.schneeburg@ggs-engineers.com
GSES 68919-05-04
Date: May 30, 2019
Date of Last Revision: August 14, 2019



The property described and shown hereon is the same property described in First American Title Insurance Company Title Commitment 6F No. 3020-958726TX31, effective date May 3, 2019.



City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 9/16/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7356

Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with Pape-Dawson Engineers, Inc. for Major Infrastructure Improvements

Issue:

To consider an amendment to the contract for professional engineering services with Pape-Dawson Engineers, Inc. for Major Infrastructure Improvements.

Background:

The purpose of this contract amendment is to provide for additional Program Management support through Pape-Dawson. Among that additional program management services are scheduling, Program Management, Technical Management, Construction Liaison Coordination, Document Controls Management, continuation of Program Management Information System (PMIS), Document Management using Microsoft Sharepoint, conducting program progress meetings, preparation and issuance of monthly progress reports, maintenance program schedules, providing QA/QC over new Elevated Tank design, procurement and construction, oversight of construction and management of Lake Texoma Raw Water Pump Station activities, additional easement acquisition oversight, and monitoring and supporting permitting oversight.

Origination:

Engineering

Financial Consideration:

This Amendment No. 2 increases the contract by \$4,474,789.00, bringing the amended contract total to \$13,678,915.00. This will be funded by GTUA Bond Funds.

Staff Recommendation:

It is recommended that Council approves Amendment No. 2.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7356
2. Amendment No. 2
3. Amendment No. 1
4. Resolution 6933 & Professional Services Agreement

RESOLUTION NO. 7356

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR MAJOR INFRASTRUCTION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 2 to the Professional Services Agreement with Pape-Dawson Engineers, Inc. for Major Infrastructure Improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of September 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

AMENDMENT NO. 2

TO THE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
FOR MAJOR INFRASTRUCTURE IMPROVEMENTS BETWEEN
THE CITY OF SHERMAN (CITY) AND PAPE-DAWSON ENGINEERS, INC. (CONSULTANT)

DATED AUGUST 01, 2022 ("ORIGINAL AGREEMENT")

This Amendment No. 2 serves to increase the original contract fees under the Original Agreement (\$9,204,126.00) and Amendment #1 dated July 24, 2024, based on the following **changes** to the project scope as detailed in the original Professional Service Agreement Exhibit A: "Scope of Services." The new total professional services shall now be **\$13,678,915.00**.

The contract amount under the Original Agreement, Amendment No. 1, and Amendment No. 2, shall be increased by a fee not to exceed **\$4,474,789.00** as presented in the attached Exhibit A: "Amendment No. 2 – Scope of Services."

Additional Services:

Task	Units	Qty	Fee
1.1 Program Management Support - Core Program Team	HR	6,495	\$2,224,338
1.4 Develop and Implement a Project Management Information System (PMIS)	HR	544	\$94,940
1.6 Conduct Program Progress Meetings	HR	416	\$135,664
1.7 Prepare and Issue Monthly Progress Reports	HR	192	\$58,272
1.8 Program Schedule	HR	326	\$103,780
2.1.2 Oversight of Design Firms - WTP - 30 MGD Building w/10 MGD UF/RO	HR	0	\$0
2.1.7 Oversight of Design Firms - WTP - Brine Line Phase II (Concentrate Discharge)	HR	0	\$0
2.2.3 Oversight of Design Firms - DS - 2 MG Elevated Tank for Industrial & 36" Trans WL	HR	60	\$16,080
2.5 Oversight of Design Firms - Phase 1B	HR	0	\$0
3.2 Contract Procurement Support - Distribution System / Elevated Storage Tank / LTPS	HR	254	\$59,778
3.3 Contract Procurement Support - Phase 1 B	HR	0	\$0
4.1.1 Oversight of Contractor and design consultant (during construction) - WTP / Pump Station / LAS Rapid Mix	HR	400	\$93,356
4.2 Oversight of CMAR and design consultant (during construction) - Distribution System / Elevated Storage Tank / LTPS	HR	2,430	\$566,513
4.3 Oversight of CMAR and design consultant (during construction) - MBR	HR	2,080	\$503,360
5.1 Easement Acquisition Oversight	HR	150	\$57,900
5.2 Permitting Oversight	HR	28	\$10,808
Direct Expenses - Travel	NTE		\$50,000
On-Call Services	NTE		\$500,000
Total		13,375	\$4,474,789

On-Call Contingency Services are to be used at the sole discretion of the City of Sherman and will require authorization prior to work under this task.

This Amendment No. 2 shall be effective on the date it is executed by the last party to execute it. The CITY and CONSULTANT hereby agree to amend the Consultant's Fee section of the Original Agreement, Exhibit B, to read as follows:

Consultant shall be compensated on the following basis. Special and Additional Services shall be performed based on the revised rate schedule shown below:

Total Contract Budget

Task	Sum of Hours	Total Budget
1.1 Program Management Support - Core Program Team	18,391	\$6,100,025
1.2 Conduct Program Kick-off / Partnering Session	80	\$29,079
1.3 Program Management Plan (PMP)	1,278	\$434,718
1.4 Develop and Implement a Project Management Information System (PMIS)	2,938	\$567,732
1.5 Conduct Kickoff / Partnering Session with CMAR Contractors	88	\$32,167
1.6 Conduct Program Progress Meetings	945	\$322,170
1.7 Prepare and Issue Monthly Progress Reports	721	\$248,052
1.8 Program Schedule	930	\$326,446
2.1.2 Oversight of Design Firms - WTP - 30 MGD Building w/10 MGD UF/RO	2,389	\$637,114
2.2.3 Oversight of Design Firms - DS - 2 MG Elevated Tank for Industrial & 36" Trans WL	1,349	\$343,068
2.3 Oversight of Design Firms - WWTP/ Collection System	745	\$206,940
2.4.1 Oversight of Design Firms - Roads	240	\$68,881
2.5 Oversight of Design Firms - Phase 1B	0	\$0
3.1 Contract Procurement Support - WTP / Pump Station	2,033	\$466,760
3.2 Contract Procurement Support - Distribution System / Elevated Storage Tank / LTPS	1,591	\$362,867
3.3 Contract Procurement Support - Phase 1 B	0	\$0
3.4 Contract Procurement Support - Roads	20	\$4,540
4.1 Oversight of Contractor and design consultant (during construction) - WTP / Pump Station	2,480	\$544,002
4.1.1 Oversight of Contractor and design consultant (during construction) - WTP / Pump Station / LAS Rapid Mix	400	\$93,356
4.2 Oversight of CMAR and design consultant (during construction) - Distribution System / Elevated Storage Tank / LTPS	6,426	\$1,456,322
4.3 Oversight of CMAR and design consultant (during construction) - MBR	2,080	\$503,360
5.1 Easement Acquisition Oversight	514	\$198,211
5.2 Permitting Oversight	252	\$63,334
Direct Expenses - Travel		\$169,771
On-Call Services		\$500,000
Grand Total	45,890	\$13,678,915

Rate Schedule 2024-2025

Position	Rate
Administrative Assistant	\$175.00
Data Analyst	\$185.00
Design Leader	\$386.00
Design Technical Lead (CS_DS)	\$371.00
Document Manager	\$175.00
EIT (CS_DS)	\$206.00
Field Construction Manager	\$216.00
GIS Specialist	\$149.00
GIS Web Developer	\$216.00
IT / PMIS Support	\$288.00
Office Engineering Support	\$181.00
Program Construction Manager	\$220.00
Program Controls Manager	\$371.00
Program Manager	\$390.00
Project Controls Manager	\$268.00
Project Controls Specialist	\$175.00
Project Engineer (CS_DS)	\$227.00
Project Manager	\$288.00
Sr. Construction Manager	\$386.00
Sr. Project Engineer	\$288.00
Sr. Project Manager	\$371.00
Sr. Vice President	\$450.00
Technical Practice Leader	\$386.00

The parties hereby ratify and confirm all the terms, provisions, covenants, and conditions of the Original Agreement and Amendment No. 1 and acknowledge and agree that the Original Agreement and Amendment No. 1 remains in full force and effect, except as amended in this Amendment No. 2. To the extent that any provision contained herein conflicts with the Original Agreement and Amendment No. 1, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and Amendment No. 1. This Amendment No. 2, the Original Agreement, and Amendment No. 1, contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 2 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

[Rest of page left intentionally blank]

EXECUTED in three (3) counterparts (each of which is an original) on behalf of CONSULTANT shown below, and on behalf of the CITY by its City Manager (thereunto duly authorized) this _____ day of _____, 2024.

CITY:
CITY OF SHERMAN, TEXAS

CONSULTANT:
PAPE-DAWSON CONSULTING ENGINEERS, LLC

Robby Hefton, City Manager

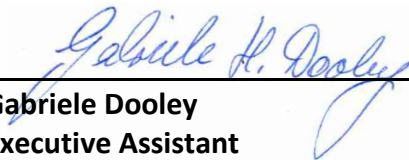


Cara C. Tackett, P.E.
Managing Principal, Water Resources

ATTEST:

ATTEST:

Linda Ashby
City Clerk



Gabriele Dooley
Executive Assistant

APPROVAL RECOMMENDED:

Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: _____
Ryan D. Pittman, City Attorney

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Bexar §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Cara C. Tackett, P.E. of Pape-Dawson Consulting Engineers, LLC known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Pape-Dawson Consulting Engineers, LLC, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of September, A.D. 2024.



Emily B. Kotzur
Notary Public in and For Bexar County, Texas

My Commission Expires 3/21/2028

EXHIBIT A
AMENDMENT NO. 2 - SCOPE OF SERVICES

PROJECT DESCRIPTION

The City of Sherman has selected Pape-Dawson Consulting Engineers, LLC (PD) to provide program services in the role of a Program Manager (PgM) to help support the successful delivery of major infrastructure projects listed below.

This amendment to the scope of services includes the following tasks and projects:

Task 1.1 Program Management Core Team Support

The additional Sherman infrastructure program requires a core program management team to “keep the lights on” over the life of the program. The team includes a Principal-In-Charge, Program Manager, Technical Manager (QA/QC Lead), Program Controls Director, Scheduler, Program Construction Manager, Construction Liaison for CMAR contractors, Administrative Assistant, Document Controls Manager, and Information Technology (IT) and Program Management Information System (PMIS) support. This team performs various managerial and supervisory activities on a day-to-day basis over the life of the program that cannot be easily captured under specific design or construction project or task.

Task 1.4 Develop and Implement a Program Management Information System (PMIS)

Continue to maintain program-related communications, reports, drawings and specifications, meeting agendas/minutes, shop drawings, transmittals, requests for information, change orders, contracts, etc. are to be compiled and stored electronically. Program Team members have access to documents in accordance with level of permissions granted by CoS. The PMIS has three major components:

1.4.1 Scheduling

Oracle’s Primavera P6 is planned to be used as the default scheduling software for managing schedules, cost loading and cash flow information along with actual costs captured from financial or accounting software. (Scheduling is described under 0)

1.4.2 Document Management

Microsoft SharePoint is planned as the primary tool for managing program documents. The PgM intends to maintain documents in electronic format to the extent possible to be sustainable and also for ease of search and retrieval. Documentation should include drawings, logs, RFIs, submittals, correspondence, letters, and reports.

1.4.3 Data Management System *Development of Data Management System (DMS)*

The PgM continue to coordinate with CoS to develop and implement the CoS Data Management System (DMS). The CoS-DMS uses a GIS web-based tool to track and facilitate project delivery, allowing information exchange by involved parties. CoS-DMS allows access of data in real-time (Geographic Information System (GIS) data

EXHIBIT A

AMENDMENT NO. 2 - SCOPE OF SERVICES

updated weekly and schedule and cost data updated monthly,) for the entire project team, including CoS, DCs and contractor(s). The PgM will maintain a digital backup copy not more than 1-day old.

Deliverables: CoS DMS including the CoS Program Information Dashboard and Project Dashboards. This includes:

- *Technical support for CoS and Program Team staff associated with the use of DMS and Dashboards.*
- *Maintenance of the Dashboards throughout Phase 1B of the project.*
- *Maintenance of the data to be updated on the Dashboards throughout Phase 1B of the project.*
- *Data turnover at the conclusion of Phase 1B.*

Task 1.6 Conduct Program Progress Meetings

PgM conducts and/or attend progress meetings with the program team, CoS, DCs, CMAR contractor(s), other contractors. PgM strives to limit the calls initiated or conducted by the PgM to one hour and include personnel as identified by CoS and PgM.

Deliverable: Program Progress meeting agenda and minutes.

Task 1.7 Prepare and Issue Monthly Progress Reports

The PgM submits a "Draft Monthly Progress Report" template at the beginning of the project for review and approval from CoS. Once the template is approved, the Monthly Progress Report includes at a minimum:

- Program Schedule updated monthly
- Program work progress completed to Date
- Program work remaining to be completed
- Reasons & Solutions for Delays
- PgM Pay Request

Deliverable: Monthly progress reports, program schedule and pay request.

Task 1.8 Monthly Program Schedule

The PgM develops an integrated and cost loaded Program Schedule maintained on Pape-Dawson's Primavera P6 server. The Program schedule also generates the overall program cash flow. Schedules received from design consultants and contractors are maintained separately. The PgM develops a master program schedule that outlines key program tasks and associated completion milestones as established by the CoS and regulatory requirements. The PgM maintains and updates the program schedule once a month.

Deliverable: Overall Program Schedule, updated monthly and included in the monthly progress report.

EXHIBIT A

AMENDMENT NO. 2 - SCOPE OF SERVICES

Section [Task] 2 Design Oversight

Task 2.2.3 QA/QC of 90% Design 2 MG Elevated Tank for Industrial & 36" Trans WL

The Team reviews and provides recommendations for the 2MG EST and 36" Distribution Water Line.

Task 3.2 Procurement Support – Elevated Storage Tank (EST)

3.2 Equipment Pre-Purchase

The DCs as part of their design to identify equipment which may be pre-purchased by CoS. The PgM, in concert with the DCs, to prepare a pre-purchase bidding document for CoS's use. Together with the DCs, the PgM to review the bids and make a recommendation to CoS and to GTUA for successful equipment early purchase. Major activities include, Conduct an initial meeting with DC to identify and recommend potential equipment to pre-purchase, Coordinate two collaboration meetings with DC to finalize equipment to be purchased during the pre-construction phase.

Section [Task] 4: Construction Management and Design Oversight During Construction

Task 4.1 Construction Management and Inspection Services (CMI) - WTP / Pump Station / LAS

4.1.1 Program Construction Manager Services

- Perform construction administration tasks as CoS's designated Owner's Representative during construction. Serve as the primary point of contact for the Owner's Project Team (OPT) in the administration of the construction program. The OPT consists of CoS, PgM, DCs and Material Testing Service. Pape-Dawson to develop the construction oversight processes and procedures and conduct progress meetings for the Program.
- Review schedules, track project costs and project progress payment requests from the CMAR and DCs and make recommendations to the PgM for approval or rejection.
- Provide monthly status reports to CoS and pay requests for payment approval.

Task 4.2 Construction Management and Inspection Services (CMI) – Distribution System & Elevated Storage Tank (EST) / LTPS CMAR

4.2.1 Program Construction Manager Services

- Perform construction administration tasks as CoS's designated Owner's Representative during construction. Serve as the primary point of contact for the Owner's Project Team (OPT) in the administration of the construction program. The OPT consists of CoS, PgM, DCs and Material Testing Service. Pape-Dawson to develop the construction oversight processes and procedures and conduct progress meetings for the Program.
- Suggest required staffing levels to see that construction activities are adequately covered and that the needs of the Program are being met. Provide a Construction Management Team (CMT) of qualified personnel to execute the responsibilities of the Owner's Representative including oversight of DCs field observers. As the

EXHIBIT A

AMENDMENT NO. 2 - SCOPE OF SERVICES

Owner's Representative during construction, serve as the single point of contact for the OPT for Construction Phase activities.

- Develop, implement, and execute a Construction Management Plan to assist in the administration of the construction contracts in accordance with the Program's requirements and Construction Documents. The Construction Management Plan (CMP) establishes standard operating procedures, protocols and forms for construction management and administration activities.
- Review schedules, track project costs and project progress payment requests from the CMAR and Contractors and DCs and make recommendations to the PgM for approval or rejection.
- Provide monthly status reports to CoS and pay requests for payment approval.

Section [Task] 5 Program Support Services

Task 5.1 Easement Acquisition Oversight

The Pape-Dawson land acquisition team will provide additional support services associated with the on-going construction efforts and imminent communications with impacted property owners. These activities may include but are not limited to responding to and/or meeting with property owners when necessary to answer questions or resolve day-to-day concerns. Should it be necessary Pape- Dawson may engage in any of the following activities: engage in conflict resolution, revisit any informal agreements not captured through a memorandum of understanding, research and validate vesting title (ownership), oversee the commissioning of appraisals performed, review and explain the appraisal methodology and values to property owners, draft and present Initial and Final offers, negotiate counter offers on behalf of our clients, maintain a formal log of all communications with impacted property owners when necessary, draft all conveyance documents in acquiring real estate interests.

When applicable these services will adhere to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (the Uniform Act) and the Code of Federal Regulations (CFR) Section 49, Part 24. Each property owner will be provided the Landowners Bill of Rights (January-2022) as prescribed by the Texas Legislature in Texas Government Code Section 402.031 and Chapter 21 of the Texas Property Code.

Section [Task] 5 Program Support Services

Task 5.1 Permitting Oversight

The PgM provides services to review environmental and cultural resource permitting progress. The scope includes PgM's review of DC's submittals to permitting agencies and providing feedback on the project(s).

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AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND PAPE-DAWSON ENGINEERS, INC. (ENGINEER)
FOR THE PROGRAM MANAGEMENT SERVICES
Dated August 01, 2022 ("Original Agreement")

This Amendment No. 1 serves to extend the original contract duration under the Original Agreement expiration of July 31, 2024 to **October 31, 2024**.

The contract duration under the Original Agreement, Amendment No. 1, shall be increased by three months through **October 31, 2024**. This is a zero dollar change and no change to scope of services as described in the Original Agreement. If for any reason, the not to exceed amount in the Original Agreement of **\$9,204,126.00** is exhausted during this three-month time extension, Pape-Dawson will submit an additional Amendment.

Additional Services: N/A

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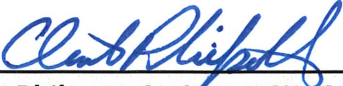
The parties hereby ratify and confirm all the terms, provisions, covenants, and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No.1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No.1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No.1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

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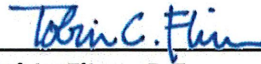
EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this 25th day of July, 2024.

OWNER:
CITY OF SHERMAN, TEXAS

ENGINEER:
PAPE-DAWSON CONSULTING ENGINEERS, LLC
(f/k/a PAPE-DAWSON ENGINEERS, INC.)



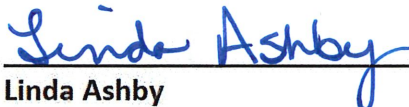
Clint Philpott, Assistant City Manager



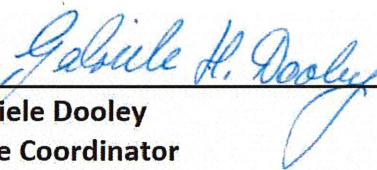
Tobin Flinn, P.E.
Vice President, Water Resources

ATTEST:

ATTEST:

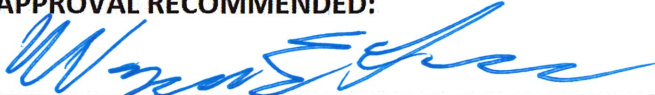


Linda Ashby
City Clerk



Gabriele Dooley
Office Coordinator

APPROVAL RECOMMENDED:



Wayne E. Lee, P.E., CFM / Director Engineering

RESOLUTION NO. 6933

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR PROGRAM MANAGEMENT SERVICES FOR MAJOR INFRASTRUCTURE IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Pape-Dawson Engineers, Inc. for Program Management for Major Infrastructure Improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 1st day of August, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: David Plyler
DAVID PLYLER, MAYOR

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

BY: Ryan D. Pittman
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
PAPE-DAWSON ENGINEERS, INC.
FOR
PROFESSIONAL SERVICES

Made as of the 1 day of August, 2022:

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

and Consultant: **Pape-Dawson Engineers, Inc.**
5810 Tennyson Parkway, Suite 425
Plano, TX 75024
Telephone: (210) 420-8494

for the following Project: **Program Management Services for Major Infrastructure Improvements**

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

WHEREAS, City desires to engage Consultant to provide professional program management services for major infrastructure ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1 CONSULTANT'S SERVICES

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

ARTICLE 2 CITY'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be:
- (a) for the Services, in an amount not to exceed nine million two hundred and four thousand one hundred and twenty six and 00/100 dollars (**\$9,204,126**) ("Consultant's Fee") on a Time and Material basis as set forth in Exhibit B; and
 - (b) paid in accordance with this Article 3 and the Project Budget Summary as set forth in Exhibit B.
- 3.1.1 **Completion of Program Documents** – City and Consultant agree that the completion of Program Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Program Documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, the Design Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement.

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

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

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

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

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit A.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit A.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit A.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and

expenses.

- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
Administrative Assistant	\$175
Construction Inspector	\$196
Data Analyst	\$185
Design Leader	\$371
Document Manager	\$175
Engineer	\$206
Environmental Scientist	\$175
Geospatial Staff	\$185
GIS Analyst	\$216
GIS Manager	\$340
GIS Specialist	\$149
GIS Web Developer	\$216
IT / PMIS Support	\$288
Legal Counsel	\$438
Partnering Facilitator	\$438
Principal In Charge	\$386
Program Controls Manager	\$371
Program Manager	\$386
Project Engineer	\$227
Project Manager	\$288
Scheduler	\$268
Sr. Construction Manager	\$386
Sr. Environmental Manager	\$371
Sr. Project Engineer	\$288
Sr. Project Manager	\$371
Sr. Vice President	\$397
Technical Manager (QA/QC)	\$386
Technical Practice Leader	\$386

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is

prepared, or shall submit invoices to City immediately upon completion of each individual task listed in Exhibit B. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted direct charges on said invoice. Upon request, additional background material may include, but is not limited to, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

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

executed by both parties before the Services are performed.

- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

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

GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to

City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7 AUDITS AND RECORDS/VENDOR DISCLOSURE

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

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

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

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

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

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

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

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY

DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY

GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

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

ARTICLE 11 NOTICES

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

If to City, addressed to:

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

With a copy to:

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

If to Consultant, addressed to:

Cara Tackett, P.E,
Managing Principal, Water Resources
Pape-Dawson Engineers, Inc
5810 Tennyson Parkway, Suite 425
Plano, TX 75024
Telephone: (210) 420-8494
Email: ctackett@pape-dawson.com

ARTICLE 12 MISCELLANEOUS

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

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

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

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

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

deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

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

excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.22 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.23 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

12.26 **Duty to Facilitate Compliance with Public Information Act** –

(a) The obligations in this provision apply if this Agreement (1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by City; or (2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by City in a fiscal year of the Sherman City Council.

(b) If this Agreement is described in subsection (a) above, Consultant shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Sherman

for the duration of this Agreement;

- (2) promptly provide to Sherman any contracting information related to this Agreement that is in the custody or possession of Consultant on request of Sherman; and
 - (3) on completion of this Agreement, either: (1) provide at no cost to City all contracting information related to the contract that is in the custody or possession of Consultant; or (2) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to City.
- (c) As used in this provision, the term "contracting information" shall have the same meaning as that term is defined in Section 552.003, Texas Government Code.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Consultant agrees that this Agreement can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

[Signature page follows.]

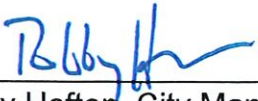
IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

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

CONSULTANT:

Pape-Dawson Engineers, Inc.
a Texas corporation

By: 
Robby Hefton, City Manager

By: 
Cara Tackett, P.E,
Managing Principal, Water
Resources

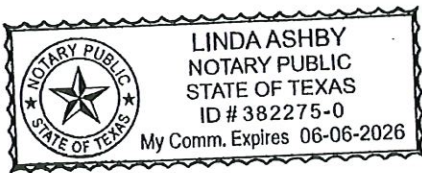
APPROVED AS TO FORM:


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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **ROBBY HEFTON**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE CITY MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR THE **CITY OF SHERMAN, TEXAS**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF August 2022.



Linda Ashby
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 6/6/2026

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **Cara Tackett**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **Pape-Dawson Engineers, Inc.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th DAY OF July 2022.



[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 3-5-2026

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EXHIBIT A SCOPE OF SERVICES

ACRONYMS

CMAR	Construction Manager at Risk
CMI	Construction Management and Inspection Services
CMP	Construction Management Plan
CMT	Construction Management Team
CoS	City of Sherman
DBB	Design-Bid-Build
DC	Design Consultant
DMS	Data Management System
EST	Elevated Storage Tank
FCM	Field Construction Manager
FNI	Freese & Nichols
GIS	Geographic Information System
GMP	Guaranteed Maximum Price
GTUA	Greater Texoma Utility Authority
HSP	High Service Pumps
HVAC	Heating, Ventilation and Air Conditioning
IT	Information Technology
LTPS	Lake Texoma Pump Station
MG	million gallons
MGD	million gallons per day
OPCC	Opinion of Probable Construction Cost
OPT	Owner's Project Team
PCM	Program Construction Manager
PDF	portable document format
PgM	Program Manager
PID	Program Information Dashboard
PMIS	Program Management Information System
PMP	Program Management Plan
QA	quality assurance
QC	quality control
RFI	Request for Information
RFQ	Request for Qualifications
RO	reverse osmosis
ROW	right of way
TBD	to be determined
TI	Texas Instruments
UF	ultrafiltration
WL	water line
WTP	water treatment plant
WWTP	wastewater treatment plant

EXHIBIT A SCOPE OF SERVICES

GENERAL PROGRAM OVERVIEW

The City of Sherman (CoS) is undertaking numerous planning, design, and construction projects over the next five years.

Pape-Dawson Engineers, Inc. (Pape-Dawson) provides professional services in the role of a Program Manager (PgM) to help support the successful delivery of these major infrastructure projects. The main focus and thrust of program is delivering the infrastructure that is needed to support the planned expansion of Texas Instruments' semi-conductor manufacturing facilities over the next 2- 2.5 years and thereafter as needed. As the PgM, Pape-Dawson supports CoS with the oversight of the Design Consultants (DC), traditional contractors, Construction Manager At Risk (CMAR) firms and coordinate the engineering, design and construction activities on projects assigned, essentially serving as the Owner's representative on delivery of the TI projects. The CoS and PgM comprise the Program Team.

The scope of services presumes a collaborative and integrated relationship between CoS and the PgM. This collaboration is applied toward the implementation of the Program for purposes of optimizing the use of respective staffs, as well as available funding resources, in accordance with established priorities of infrastructure requirements.

PROGRAM MANAGEMENT CONSULTANT SERVICES

Our proposed scope of services for managing the Program can be summarized by the following, inclusive but not exhaustive, list of activities:

- 1) Review results of previous studies;
- 2) Develop a program management organizational team structure;
- 3) Develop a Program Management Plan (PMP) to guide the Program Team toward a successful implementation of the Program. The PMP establishes communication protocols, design, and process standards;
- 4) Develop and update the program master schedule and provide budget/cost oversight of program activities and resources;
- 5) Develop preliminary policies, procedures, and practices that define means and methods to meet the requirements of the program;
- 6) Identify potential risks that may have an impact on implementation of the Program and develop and implement a mitigation plan;

EXHIBIT A SCOPE OF SERVICES

- 7) Provide strategic, day-to-day oversight and direction to the daily work activities of the Program Team;
- 8) Develop monthly progress reports that summarize accomplishments during the reporting period, upcoming activities, status of issues and action items, and contract budget status;
- 9) Incorporate participation of internal and external stakeholders in program development and decision process;
- 10) Participate and support in meetings with applicable governmental entities during the planning, design, and construction and development of the Program;
- 11) Support the CoS in the development of implementation plans and processes; and in the oversight and management of the program during procurement, design, construction, and establishment of operations
- 12) Develop and implement a Program Management Information System (PMIS) to electronically store Program related communications, reports, drawings and specifications, meeting agendas/minutes, shop drawings, transmittals, requests for information, change orders, and contracts;
- 13) Provide a high-level oversight review of the design documents prepared by the DC firms to ensure conformance with CoS standards and requirements;
- 14) Manage on behalf of CoS the bid phase services including developing the RFQ for traditional contractors and review bids and provide recommendations for selecting traditional contractor(s);
- 15) Manage on behalf of CoS the bid phase services including developing a two-step RFQ for CMAR contractors and review bids and provide recommendations for selecting CMAR contractor(s);
- 16) Provide oversight of CMAR contractors and design consultants providing engineering and construction inspection services during the construction phase;
- 17) Provide oversight of traditional design-bid-build contractor(s) and design consultants providing engineering and construction inspection services during the construction phase;
- 18) Provide quality assurance reviews, field observations, site visits, and construction management services during construction.

As outlined below, the scope of services for the Program Management is divided into five sections:

PROGRAM MANAGEMENT

As PgM, Pape-Dawson performs the following activities to achieve the Program goals and objectives.

EXHIBIT A SCOPE OF SERVICES

Program Management Core Team Support

The accelerated two-year Sherman infrastructure program requires a core program management team to “keep the lights on” over the life of the program. The team includes a Principal-In-Charge, Program Manager, Technical Manager (QA/QC Lead), Program Controls Director, Scheduler, Program Construction Manager, Construction Liaison for CMAR contractors, Administrative Assistant, Document Controls Manager, and Information Technology (IT) and Program Management Information System (PMIS) support. This team performs various managerial and supervisory activities on a day-to-day basis over the life of the program that cannot be easily captured under specific design or construction project or task.

Conduct a Kick-off Meeting

The PgM prepares a list of required attendees (inclusive of Design Consultants (DC)), prepare a meeting agenda, and coordinate with CoS to schedule a Program Kick-off Meeting. The Kick-off Meeting includes a “high-level” review of the schedule, work plan, overall scope, communication plan, sub-consultant issues as well as anticipated submittal, payment, and QA/QC procedures. The PgM prepares and distributes meeting notes after the Kick-off Meeting.

Deliverable: Kick-off Meeting agenda and notes

Prepare a Program Management Plan (PMP)

A Program Management Plan (PMP) defines Critical Success Factors of the Program and includes procedures for:

- QA/QC,
- Document Management Control, including Production Checklists/Project Deliverable lists
- Communications, and Program Team Organization
- Risk Management

The PMP is to be augmented and revised over the course of the Program, as may be required and/or requested by CoS and supplemented by information received from CoS, subconsultant and contractor information and revisions to the production and deliverable checklists.

Deliverable: PMP

EXHIBIT A SCOPE OF SERVICES

Develop and Implement a Program Management Information System (PMIS)

Program-related communications, reports, drawings and specifications, meeting agendas/minutes, shop drawings, transmittals, requests for information, change orders, contracts, etc. are to-be compiled and stored electronically. Program Team members have access to documents in accordance with level of permissions granted by CoS.

The PMIS has three major components:

Scheduling

Oracle's Primavera P6 is planned to be used as the default scheduling software for managing schedules, cost loading and cash flow information along with actual costs captured from financial or accounting software. (Scheduling is described under 0)

Document Management

Microsoft SharePoint is planned as the primary tool for managing program documents. The PgM intends to maintain documents in electronic format to the extent possible to be sustainable and also for ease of search and retrieval. Documentation should include drawings, logs, RFIs, submittals, correspondence, letters, and reports.

Data Management System

a) Development of Data Management System (DMS)

The PgM coordinates with CoS to develop and implement the CoS Data Management System (DMS). The CoS-DMS uses a GIS web-based tool to track and facilitate project delivery, allowing information exchange by involved parties. CoS-DMS allows access of data in real-time (Geographic Information System (GIS) data updated weekly and schedule and cost data updated monthly,) for the entire project team, including CoS, DCs and contractor(s). The PgM will maintain a digital backup copy not more than 1-day old.

The CoS Program Information Dashboard (PID) is built and designed with the intended use of displaying relevant information to CoS and the Program Team. Information to be displayed on the CoS Program Team PID may include but is not limited to relevant project data (project designs, assets), schedules and construction updates.

EXHIBIT A SCOPE OF SERVICES

Pape-Dawson approaches the Data Management System and relative Dashboards in two stages:

- Stage 1: Rapid Startup Plan
- Stage 2: Project Execution, Maintenance, and Delivery

Stage 1: Rapid Startup Plan

- Discovery Meeting
 - Identify: Application data needs, application functional capabilities (tools, platform accessibility such as desktop/tablet).
- Data Collection
- Development of Dashboards
 - Program Information Dashboard
 - Project Dashboards
 - Citizen's dashboard (PgM provides link to CoS website; CoS to define content)

Stage 2: Project Execution, Maintenance, and Delivery

- Execution
 - Perform a development of the PID to revise the format and information as directed by CoS staff feedback. This development is based on testing performed by the project team and CoS staff to identify functionality revisions.
- Maintenance
 - Pape-Dawson to perform regular updates to DMS as data is obtained and collected throughout Phase 1.
- Delivery
 - Deliverable is the CoS DMS to include the CoS Program Information Dashboard

As an option and if requested by CoS, Pape-Dawson can-host the DMS and associated dashboards from July 2024 through June 2027 for a negotiated fee and turned over the data when requested by CoS.

Deliverables: CoS DMS including the CoS Program Information Dashboard and Project Dashboards. This includes:

EXHIBIT A SCOPE OF SERVICES

- *Technical support for CoS and Program Team staff associated with the use of DMS and Dashboards.*
- *Maintenance of the Dashboards throughout Phase 1 of the project.*
- *Maintenance of the data to be updated on the Dashboards throughout Phase 1 of the project.*
- *Data turnover at the conclusion of Phase 1.*

Conduct Kickoff Meeting with CMAR Contractors

The PgM prepares a list of required attendees, prepare a meeting agenda, and coordinate with CoS to schedule a Kick-off meeting with appropriate DCs and CMAR contractors once they are contracted with CoS. The Kick-off meeting includes a “high-level” review of the schedule, work plan, overall scope, communication plan, site logistics, CMAR issues as well as anticipated submittal, payment, and QA/QC procedures. The PgM prepares and distributes meeting notes after the Kick-off meeting.

Deliverable: Kick-off meeting agenda and minutes.

Conduct Program Progress Meetings

PgM conducts and/or attend progress meetings with the program team, CoS, DCs, CMAR contractor(s), other contractors. PgM strives to limit the calls initiated or conducted by the PgM to one hour and include personnel as identified by CoS and PgM.

Deliverable: Program Progress meeting agenda and minutes.

Prepare and Issue Monthly Progress Reports

The PgM submits a “Draft Monthly Progress Report” template at the beginning of the project for review and approval from CoS. Once the template is approved, the Monthly Progress Report includes at a minimum:

- Program Schedule updated monthly (see 0)
- Program work progress completed to Date
- Program work remaining to be completed
- Reasons & Solutions for Delays
- PgM Pay Request

EXHIBIT A SCOPE OF SERVICES

Deliverable: Monthly progress reports, program schedule and pay request.

Monthly Program Schedule

The PgM develops an integrated and cost loaded Program Schedule maintained on Pape-Dawson's Primavera P6 server. The Program schedule also generates the overall program cash flow. Schedules received from design consultants and contractors are maintained separately. The PgM develops a master program schedule that outlines key program tasks and associated completion milestones as established by the CoS and regulatory requirements. The PgM maintains and updates the program schedule once a month.

Deliverable: Overall Program Schedule, updated monthly and included in the monthly progress report.

DESIGN OVERSIGHT

The scope of services provided for this Program is divided into four major categories:

- *WTP/Pump Station,*
- *Distribution System / Elevated Storage Tank / LTPS,*
- *Wastewater Treatment Plant / Collection System, and*
- *Roadway improvements adjacent to TI.*

The CoS design and construction standards are to be used where possible in the review of the design consultants' submittals. Electronic copies of design submittals and shop drawings are to be provided to CoS.

Oversight of Design firms – WTP / Pump Station

The PgM identifies and allocates technical professionals to review deliverables with consideration to CoS general requirements and objectives.

EXHIBIT A SCOPE OF SERVICES

This scope includes:

Peer Review of 30% Design

The Program Team reviews and provides recommendations for the below WTP Projects A, B and D prepared by Garver and Project C prepared by Freese and Nichols including OPCC for advertising to secure services of a CMAR contractor. This peer review includes general determination of overall design's conformance with the City's standards, intended purposes, as well as state, federal and industry standards. However, the responsibility for conformance and QA/QC remains with the design consultant.

Technical Document Review

The Program Team assists with review of technical documents for completeness prepared by Garver for pre-purchase of process equipment. PgM performs a cursory review of design calculations, reports, drawings, bid quantities, and specifications as well as the Engineer's Opinion of Probable Construction Cost. This review includes general determination of overall design conformance with the City's standards, as well as state, federal and industry standards. However, the responsibility for conformance and QA/QC remains with the design consultant.

Peer Review of 90% Design

The Team reviews and provides recommendations for the below WTP Projects A, B and D prepared by Garver and Project C prepared by Freese and Nichols in collaboration with CMAR contractor for preparation of Guaranteed Maximum Price (GMP).

QA/QC of 100% Final Design

The Team reviews and provides recommendations for the below WTP Projects (A through D).

Design Coordination Meetings

The Team attends design coordination meetings with CoS, Garver, Equipment Suppliers, and CMAR Contractor.

Monthly Submittals

PgM reviews and processes monthly design schedules, reports, and invoices.

EXHIBIT A SCOPE OF SERVICES

Document Management

PgM performs document management.

For the deliverables, PgM endeavors to identify:

- Conflicts in or between construction documents,
- Completeness of construction documents,
- Constructability issues and/or concerns if required (CMAR to have primary responsibility and PD as the owner's rep / PgM to provide high level oversight), and
- Opportunities for notable time or cost savings if required (CMAR to have primary responsibility and PD as the owner's rep / PgM to provide high level oversight).

Deliverables after review at the 30%, 90% and 100% design submittal level include:

- *A single, separate set of combined redline comments in PDF format; and*
- *A cumulative comment log in Microsoft Excel format.*

Projects included in the initial two-year program:

- A. Oversight of Design Firms - WTP - Add 5 MGD UF/RO
- B. Oversight of Design Firms - WTP - 30 MGD Building w/10 MGD UF/RO
- C. Oversight of Design Firms - WTP - HSP Station increase to 25 MGD
- D. Oversight of Design Firms - WTP - Brine Line Phase II (Concentrate Discharge)

Projects included in the optional three years (no price included):

- E. Oversight of Design Firms - WTP – Add 10 MGD UF/RO into 30 MGD Building

Scope and pricing to be confirmed during the optional three years.

Oversight of Design Firms – Distribution System / Elevated Storage Tank (EST) / LTPS

The PgM identifies and allocates technical professionals to review deliverables with consideration to CoS general requirements, standards, and objectives.

EXHIBIT A SCOPE OF SERVICES

This scope includes:

QA/QC of 30% Design

The Pape-Dawson Team reviews and provides recommendations for the below distribution system/elevated storage tank projects (F through H, below) prepared by Freese and Nichols (FNI) including OPCC for advertising to secure services of a CMAR contractor. This review includes general determination of overall design's conformance with the City's standards, as well as state, federal and industry standards. However, the responsibility for conformance remains with the design consultant.

Technical Document Review

The Team assists with review of technical documents for completeness prepared by FNI for pre-purchase of process equipment. PgM performs a cursory review of design calculations, reports, drawings, bid quantities, and specifications as well as the Engineer's Opinion of Probable Construction Cost. This review includes general determination of overall design's conformance with the City's standards, as well as state, federal and industry standards. However, the responsibility for conformance remains with the design consultant.

QA/QC of 90% Design

The Team reviews and provides recommendations for the below distribution system/elevated storage/LTPS projects (F through H, below) prepared by FNI in collaboration with CMAR contractor for preparation of Guaranteed Maximum Price (GMP).

QA/QC of 100% Final Design

The Team reviews and provides recommendations for the below Distribution System / Elevated Storage / LTPS Projects (F through H, below).

Design Coordination Meetings

The Team attends design coordination meetings with CoS, FNI, Equipment Suppliers, and CMAR Contractor.

Monthly Submittals

PgM reviews and processes monthly design schedules, reports, and invoices.

EXHIBIT A SCOPE OF SERVICES

Document Management

PgM performs document management.

For the deliverables, PgM endeavors to identify:

- Conflicts in or between construction documents,
- Completeness of construction documents,
- Constructability issues and/or concerns if required (CMAR to have primary responsibility and PD as the owner's rep / PgM to provide high level oversight), and
- Opportunities for notable time or cost savings if required (CMAR to have primary responsibility and PD as the owner's rep / PgM to provide high level oversight).

Deliverables after review at the 30%, 90% and 100% design submittal level, include:

- *A single, separate set of cumulative redline comments in PDF format,*
- *A cumulative comment log in Microsoft Excel format*

Projects included in the initial two-year program:

- F. Oversight of Design Firms – Transmission water line from WTP to Shepherd
- G. Oversight of Design Firms - 2 MG Elevated Tank for Industrial & 36" Trans WL
- H. Oversight of Design Firms - LTPS Firm 25 MGD Raw Water Pumping Capacity

Projects included in the optional three years:

No projects are included at this time.

Oversight of design firms – WWTP / Collection System

The PgM identifies and allocates technical professionals to review deliverables with consideration to CoS general requirements and objectives.

The scope includes:

QA/QC of Wastewater Treatment and Capacity study

The Pape-Dawson team reviews and conducts analysis of design consultant's analytical computations and provides comments.

EXHIBIT A SCOPE OF SERVICES

Projects in the first two years:

- I. Oversight of Design Firms - Wastewater Plant Treatability and Capacity study.

Projects listed below are yet to be determined and will be defined and developed based on the results of the Treatability and Capacity Study, and alternative options for WWTP.

- J. Oversight of Design Firms - Post Oak WWTP Expansion to 24 MGD
- K. Oversight of Design Firms - WWTP Enhanced Treatment System for Industrial users
- L. Oversight of Design Firms - Upsize 24" SS line West of TI to 42"

Oversight of Design Firms – Roads

The PgM identifies and allocates technical professionals to review deliverables with consideration to CoS general requirements and objectives.

The scope includes:

QA/QC of Intermediate Design Plans (60%)

The Team assists with review of technical documents for completeness prepared by Kimley Horn. PgM performs a cursory review of design calculations, reports, drawings, bid quantities, and specifications as well as the Engineer's Opinion of Probable Construction Cost. This review includes general determination of overall design's conformance with the City's standards, as well as state, federal and industry standards. However, the responsibility for conformance remains with the design consultant.

QA/QC of 90% and 100% Design Plans

The Team reviews and provides recommendations for the below project (M, below) prepared by Kimley Horn.

Design Coordination Meetings

The Team attends design coordination meetings (assumed virtual or in person once a month) with CoS and Kimley Horn.

Monthly Submittals

PgM reviews and processes monthly design schedules, reports, and invoices.

EXHIBIT A SCOPE OF SERVICES

Document Management

PgM performs document management.

Projects in the first two years:

M. Oversight of Design Firms – Shepherd Drive - Flanary Road to US Highway 75.

PROCUREMENT SUPPORT

Due to the aggressive schedule, it is anticipated that WTP/Pump Station, Distribution System / EST / LTPS projects can be most effectively delivered using CMAR contractor(s) and the roadway improvement project to be delivered using traditional design bid build. In addition, wherever possible, equipment should be evaluated for pre-purchased to expedite delivery and, reduce long lead times to mitigate supply chain disruptions.

Procurement Support – WTP / Pump Station

Equipment Pre-Purchase

The DCs as part of their design are to identify equipment which may be pre-purchased by CoS. The PgM, in concert with the DCs, prepares a pre-purchase bidding document for CoS's use. Together with the DCs, the PgM reviews the bids and make a recommendation to the CoS and, if procured outside of CMAR contract, to GTUA for successful equipment early purchase. Major activities include:

- Conduct an initial meeting with DC to identify and recommend potential equipment to pre-purchase before CMAR is selected. Provide equipment recommendation for CMAR.
- Coordinate two collaboration meetings with DC and CMAR (after selected) to finalize equipment to be purchased by the CMAR during the pre-construction phase.

CMAR Procurement

The PgM provides oversight of the procurement process including managing documents on CIVCAST bidding website, conducting pre-proposal meeting(s), responding to pre-proposal questions, receiving CMAR proposals, managing CMAR evaluation and selection process, negotiating CMAR award and recommending award for City and GTUA approval. Major activities include:

EXHIBIT A SCOPE OF SERVICES

- Step 1:
 - Draft CMAR RFQ documents for one CMAR package.
 - Conduct an initial meeting with CoS to walk through draft RFQ including evaluation criteria and CMAR procurement schedule.
 - Conduct one pre-proposal meeting.
 - Issue CMAR RFQ and include one round of responses to questions.
 - Evaluate responses, conduct interviews, and prepare a short-list recommendation of CMAR firms.
- Step 2:
 - Develop front end documents (general conditions, quality management, commissioning & startup, etc.)
 - Issue RFP for front end documents and markups to short-listed firms.
 - Conduct workshop with CoS and DCs to evaluate and recommend selected CMAR.

CMAR Pre-Construction Services

- Management of CMAR pre-construction services
- Coordination among Owner, GTUA, Program Manager, DCs and CMAR.
- Review of CMAR GMP development
- Coordination with CMAR for various bid packages.
- Review of CMAR proposals and recommendation to Owner for contract awards.

Projects included in the initial two-year program:

- A. Procurement Support - WTP - Add 5 MGD UF/RO
- C. Procurement Support - WTP - HSP Station increase to 25 MGD
- D. Procurement Support - WTP - Brine Line Phase II (Concentrate Discharge)
- E. Procurement Support - WTP - 30 MGD Building w/10 MGD UF/RO

Projects included in the optional three years (no price included):

No projects are included at this time.

EXHIBIT A SCOPE OF SERVICES

Procurement Support – Distribution System / Elevated Storage Tank (EST) / LTPS

Equipment Pre-Purchase

The DCs as part of their design to identify equipment which may be pre-purchased by CoS. The PgM, in concert with the DCs, to prepare a pre-purchase bidding document for CoS's use. Together with the DCs, the PgM to review the bids and make a recommendation to CoS and, if procured outside of CMAR contract, to GTUA for successful equipment early purchase. Major activities include:

- Conduct an initial meeting with DC to identify and recommend potential equipment to pre-purchase before CMAR is selected. Provide equipment recommendation for CMAR.
- Coordinate two collaboration meetings with DC and CMAR (after selected) to finalize equipment to be purchased by the CMAR during the pre-construction phase.

CMAR Procurement

- The PgM coordinates the procurement process including managing documents on CIVCAST bidding website, conducting pre-proposal meeting, responding to pre-proposal questions, receiving CMAR proposals, managing CMAR evaluation and selection process, negotiating CMAR award and recommending award for City approval. Major activities include:
 - Step 1:
 - Draft CMAR RFQ documents for one CMAR package.
 - Conduct an initial meeting with CoS to walk through draft RFQ including evaluation criteria and CMAR procurement schedule.
 - Conduct one pre-proposal meeting.
 - Issue CMAR RFQ and include one round of responses to questions.
 - Evaluate responses, conduct interviews, and prepare a short-list recommendation of CMAR firms.
 - Step 2:
 - Develop front end documents (general conditions, quality management, commissioning & startup, etc.)
 - Issue RFP for front end documents and markups to short-listed firms.
 - Conduct workshop with CoS and DCs to evaluate and recommend selected CMAR.

EXHIBIT A SCOPE OF SERVICES

CMAR Pre-Construction Services

1. Management of CMAR pre-construction services
2. Coordination among Owner, GTUA, Program Manager, DCs and CMAR.
3. Review of CMAR GMP development
4. Coordination with CMAR for various bid packages.
5. Review of CMAR proposals and recommendation to Owner for contract awards.

Projects included in the initial two-year program:

- F. Procurement Support - Transmission water line from WTP to Shepherd
- G. Procurement Support - 2 MG Elevated Tank for Industrial & 36" Trans WL
- H. Procurement Support - WTP - LTPS Firm 25 MGD Raw Water Pumping Capacity

Projects included in the optional three years:

No projects are included at this time.

Procurement Support – WWTP / Collection System

Projects for this portion of the program are yet to be determined and may not be needed in the initial two-year program. Projects to be based on the results of Plummer's Treatability and Capacity study.

Procurement Support - Roads

In the traditional design-bid-build procurement, the DCs prepares bid information for their respective designs. The DC prepares a bid evaluation and analysis, and makes a recommendation of the lowest responsive, responsible bidder(s). PgM reviews bid documents and contractor bids for consistency and accuracy and coordinates with the DC's regarding their recommendation.

Projects included in the initial two-year program:

- M. Oversight of Design Firms – Shepherd Drive - Flanary Road to US Highway 75.

Projects included in the optional three years:

No projects are included at this time.

EXHIBIT A SCOPE OF SERVICES

Deliverables: Draft and bid document templates, proposed bid evaluation checklist templates, interview evaluation forms and questions, support documentation for City Council approval of bid award recommendations, bid award process documentation, recommendations for bid award.

CONSTRUCTION MANAGEMENT AND DESIGN OVERSIGHT DURING CONSTRUCTION

As the design projects progress to construction, the PgM serves as the Owner's Representative in support of construction services, as listed below.

Construction Management and Inspection Services (CMI) - WTP / Pump Station CMAR

4.1.1 Program Construction Manager Services

- Perform construction administration tasks as CoS's designated Owner's Representative during construction. Serve as the primary point of contact for the Owner's Project Team (OPT) in the administration of the construction program. The OPT consists of CoS, PgM, DCs and Material Testing Service. Pape-Dawson to develop the construction oversight processes and procedures and conduct progress meetings for the Program.
- Suggest required staffing levels to see that construction activities are adequately covered and that the needs of the Program are being met. Provide a Construction Management Team (CMT) of qualified personnel to execute the responsibilities of the Owner's Representative.
- As the Owner's Representative during construction, serve as the single point of contact for the OPT for Construction Phase activities including oversight of DCs field observers.
- Develop, implement, and execute a Construction Management Plan to assist in the administration of the construction contracts in accordance with the Program's requirements and Construction Documents. The Construction Management Plan (CMP) establishes standard operating procedures, protocols and forms for construction management and administration activities.
- Review schedules, track project costs and project progress payment requests from the CMAR and DCs and make recommendations to the PgM for approval or rejection.
- Provide monthly status reports to CoS and pay requests for payment approval.

EXHIBIT A SCOPE OF SERVICES

4.1.2 Field Construction Manager Services

- Manage the day-to-day Owner Representative requirements of the Projects.
- Serve as the liaison between the CMAR and the OPT. Provide direction, as approved by CoS, to the assigned DC Field Staff in the performance of their duties and manage the administrative efforts required to support construction of the Projects.
- Execute the Construction Management Plan.
- Provide quality assurance review of the CMAR Quality Plan.
- Maintain and monitor project risk using a risk register. The risk register to be reviewed by the OPT and CMAR during progress meetings.
- Maintain a decision register to track major discussions items that come up throughout the life of the project.
- FCM on average works about 13 hours per week on WTP / Pump Station
- Major tasks:
 - Participate in CMAR construction progress meetings.
 - Monitor CMAR activities during construction phase to check conformance with program schedule, budget and quality goals.
 - Monitor, review and coordinate RFIs, change orders, field revisions, punch lists, and other actions during construction.
 - Certify for monthly Davis Bacon Wage Rates and conduct periodic interviews.
 - Certify for monthly American Iron & Steel certifications.
 - Perform random observation and documentation of construction activities for conformance to the Contract Documents per the direction of CoS. This is assumed to be two site visits per week.

Projects included in the initial two-year program:

- A. CMI - WTP - Add 5 MGD UF/RO
- C. CMI - WTP - HSP Station increase to 25 MGD
- D. CMI - WTP - Brine Line Phase II (Concentrate Discharge)
- E. CMI - WTP - Add 10 MGD UF/RO into 30 MGD building (until July 2024)

Projects included in the optional three years: No projects are included at this time.

EXHIBIT A SCOPE OF SERVICES

Construction Management and Inspection Services (CMI) - Distribution System / Elevated Storage Tank (EST) / LTPS CMAR

4.2.1 Program Construction Manager Services

- Perform construction administration tasks as CoS's designated Owner's Representative during construction. Serve as the primary point of contact for the Owner's Project Team (OPT) in the administration of the construction program. The OPT consists of CoS, PgM, DCs and Material Testing Service. Pape-Dawson to develop the construction oversight processes and procedures and conduct progress meetings for the Program.
- Suggest required staffing levels to see that construction activities are adequately covered and that the needs of the Program are being met. Provide a Construction Management Team (CMT) of qualified personnel to execute the responsibilities of the Owner's Representative.
- As the Owner's Representative during construction, serve as the single point of contact for the OPT for Construction Phase activities including oversight of DCs field observers.
 - Develop, implement, and execute a Construction Management Plan to assist in the administration of the construction contracts in accordance with the Program's requirements and Construction Documents. The Construction Management Plan (CMP) establishes standard operating procedures, protocols and forms for construction management and administration activities.
 - Review schedules, track project costs and project progress payment requests from the CMAR and DCs and make recommendations to the PgM for approval or rejection.
 - Provide monthly status reports to CoS and pay requests for payment approval.

4.2.2 Field Construction Manager Services

- Manage the day-to-day Owner Representative requirements of the Projects.

EXHIBIT A SCOPE OF SERVICES

- Serve as the liaison between the CMAR and the OPT. Provide direction, as approved by CoS, to the assigned DC Field Staff in the performance of their duties and manage the administrative efforts required to support construction of the Projects.
- Execute the Construction Management Plan.
- Provide quality assurance review of the CMAR Quality Plan.
- Maintain and monitor project risk using a risk register. The risk register to be reviewed by the OPT and CMAR during progress meetings.
- FCM on average works about 27 hours per week on Distribution System / Elevated Storage Tank (EST) / LTPS
- Maintain a decision register to track major discussions items that come up throughout the life of the project.
- Major tasks:
 - Participate in CMAR construction progress meetings.
 - Monitor CMAR activities during construction phase to check conformance with program schedule, budget and quality goals.
 - Monitor, review and coordinate RFIs, change orders, field revisions, punch lists, and other actions during construction.
 - Certify for monthly Davis Bacon Wage Rates and conduct periodic interviews.
 - Certify for monthly American Iron & Steel certifications.
 - Perform random observation and documentation of construction activities for conformance to the Contract Documents per the direction of CoS. This is assumed to be two site visits per week.

Projects included in the initial two-year program:

- F. CMI - Transmission water line from WTP to Shepherd
- G. CMI - 2 MG Elevated Tank for Industrial & 36" Trans WL
- H. CMI - LTPS Firm 25 MGD Raw Water Pumping Capacity

Projects included in the optional three years:

No projects are included at this time.

Construction Management Services for Shepherd Drive - Flanary Road to US Highway 75 Program

Support Services are limited to document controls and management covered under Section 1.

EXHIBIT A SCOPE OF SERVICES

SUPPORT SERVICES

Easement Acquisition Oversight

The PgM coordinates with FNI to track right-of-entry and easement acquisition progress.

Permitting Oversight

The PgM provides services to review environmental and cultural resource permitting progress. The scope includes PgM's review of FNI's submittals to permitting agencies and providing feedback on the "Transmission water line from WTP to Shepherd" project and the "2 MG Elevated Tank for Industrial & 36" Trans WL" project.

On Call Support - Land Acquisition

These services include additional right-of-way services as requested and separately authorized by the CoS.

On Call Support - Geotechnical

These services include additional geotechnical services as requested and separately authorized by the CoS.

On Call Support – Environmental/Cultural Resources

These services include additional environmental and cultural resource staffing as requested and separately authorized by CoS.

On Call Support – Real Estate Services

These services include those required by a legal firm specializing in condemnation, additional title and or appraisal work required for condemnation, and other fees required for condemnation and separately authorized by CoS.

On Call Support – Supplemental Design Services

These services include additional design services as requested and separately authorized by the CoS.

EXHIBIT A SCOPE OF SERVICES

ASSUMPTIONS AND EXCLUSIONS

Assumptions

1. The program duration for scope and fee is assumed to be for two years from date of Notice to Proceed from CoS, with an optional yearly renewal for an additional three years on the same terms and conditions of this Agreement.
2. Material Testing Services to be directly contracted with the City of Sherman. The cost of the Material Testing Service is not included in this scope and fee.
3. CoS procures design consultants in one or two months and CMAR contractors in three to four months.
4. CMAR contractor provides a dedicated office space adequate for one full-time employee equipped with electricity, internet, HVAC, and toilet.
5. Travel expenses for out-of-town staff is provided as a budget estimate. Actual travel expenses to be submitted for reimbursement only after prior written authorization is obtained from City of Sherman.

Exclusions

1. PgM fee pricing and estimated work hours do not include or factor the impact of supply chain disruptions or contractor delays due to COVID, other emerging epidemics or new or ongoing major global conflicts.
2. Pricing does not include long-term program office space lease or rental for the location of program staff or team in CoS.
3. Pricing does not include impacts or delays from significant archeological sites or findings.
4. PgM assumes no more than two review cycles for specific deliverables, infrastructure component, and/or package and thus no review or evaluation of deliverables at interim design milestones not specifically enumerated above, including the 30% and 90% design stages.
5. PgM assumes no responsibility for health and safety of CoS staff, design consultants, suppliers, vendors, contractors, or sub-contractors.
6. PgM assumes no responsibility to review internal (redline) documentation and evaluating and/or commenting on the design team(s) adherence to their own published or proposed internal QA/QC procedures.
7. PgM relies on the accuracy of documents and data provided by CoS, and/or design teams in the performance of work. As such, PgM assumes no requirement to provide a quality or peer review of documents, reports, or recommendations provided by a sub-consultant to the design team but not

EXHIBIT A SCOPE OF SERVICES

included in contract documents enumerated herein. For example, PgM assumes no responsibility for reviewing the completeness, accuracy, or validity of geotechnical reports or for reviewing the completeness or accuracy of topographic survey collected by the design team and subsequently utilized by the design team in preparation of design deliverables otherwise submitted for QA/QC review. Anticipated third party documents or reports include, but is not necessarily limited to, geotechnical boring logs, geotechnical reports, topographic survey files, hydraulic and/or transient modeling reports, corrosion analysis and/or cathodic protection requirements, and environmental reports, findings, or considerations.

8. PgM assumes no responsibility for identifying permits, reviews, or approvals required of other parties, such as franchise utilities, government agencies, and/or regulatory bodies.

EXHIBIT B

PROJECT BUDGET SUMMARY

Task Name	Two Year Labor Hours	Two Year Task Budget	Task Type
Section 1: Program Management	17,399	\$ 5,443,395	
1.1 Program Management Support - Core Program Team	11,896	\$ 3,875,687	T&M
1.2 Conduct Program Kick-off / Partnering Session	80	\$ 29,079	T&M
1.3 Program Management Plan (PMP)	1,278	\$ 434,718	T&M
1.4 Develop and Implement a Project Management Information System (PMIS)	2,394	\$ 472,792	T&M
1.5 Conduct Kickoff / Partnering Session with CMAR Contractors	88	\$ 32,167	T&M
1.6 Conduct Program Progress Meetings	529	\$ 186,506	T&M
1.7 Prepare and Issue Monthly Progress Reports	529	\$ 189,780	T&M
1.8 Program Schedule	604	\$ 222,666	T&M
Section 2: Design Oversight	4,663	\$ 1,239,923	
2.1 Oversight of Design Firms - WTP / Pump Station	2,389	\$ 637,114	T&M
2.2 Oversight of Design Firms - Distribution System (DS) / Elevated Storage Tank / LTPS	1,289	\$ 326,988	T&M
2.3 Oversight of Design Firms - WWTP / Collection System	745	\$ 206,940	T&M
2.4 Oversight of Design Firms - Roads	240	\$ 68,881	T&M
Section 3: Contract Procurement Support	3,390	\$ 774,389	
3.1 Contract Procurement Support - WTP / Pump Station	2,033	\$ 466,760	T&M
3.2 Contract Procurement Support - Distribution System / Elevated Storage Tank / LTPS	1,337	\$ 303,089	T&M
3.4 Contract Procurement Support - Roads	20	\$ 4,540	T&M
Section 4: Construction Management and design oversight	6,475	\$ 1,433,811	
4.1 Oversight of CMAR and design consultant (during construction) - WTP / Pump Station	2,480	\$ 544,002	T&M
4.2 Oversight of CMAR and design consultant (during construction) - Distribution System / Elevated Storage Tank / LTPS	3,996	\$ 889,809	T&M
Section 5 - Support Services	588	\$ 192,837	
5.1 Easement Acquisition Oversight	364	\$ 140,311	T&M
5.2 Permitting Oversight	224	\$ 52,526	T&M
LABOR SUB TOTAL	32,515	\$ 9,084,355	
Direct Expenses - Sub-Consultant Markup		\$ 73,571	
Direct Expenses - Travel *		\$ 46,200	
TOTAL		\$ 9,204,126	

* - This is only as estimate for budgetary purposes. Actual travel expenses will be submitted for reimbursement only after prior authorization is obtained from City of Sherman

Direct Expenses Eligible for General/Administrative Mark-Up Of 10%:

- Subconsultant(s) Fees and Expenses
- Supplies, Material, Equipment
- Commercial Reproduction
- In-House Reproduction
- Commercial Plotting
- In-House Plotting
- Communications
- Postage, Mail, and Delivery Service
- Meals and Other Related-Charges
- Travel expenses consistent with Exhibit D

EXHIBIT C

GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

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

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

**EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES**

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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

**EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity 07/27/2022 Date		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021



City Council Regular Meeting

Agenda Item No. G.3.

Meeting Date: 9/16/2024

Prepared By: Travis Overturf, Civil Engineer

Approved By: Teri Fine, Assistant to the City Manager

Caption:

*** RESOLUTION NO. 7357**

Awarding a Bid to and Authorizing Execution of a Contract Between Kitching & Co LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Miscellaneous Water Line Improvements 2022

Issue:

To consider awarding a bid to and authorizing execution of a contract between Kitching & Co LLC of Anna, Texas, and the Greater Texoma Utility Authority based on an invitation to bid for the Miscellaneous Water Line Improvements 2022.

Background:

This project was identified by the Utility Department as a high priority replacement project for the water system. This project replaces approximately 3,300 feet of 2-inch to 6-inch water main with 6-inch to 12-inch PVC pipe along Blanton Place, Brockett Street, Kessler Boulevard and Bryant Avenue.

Nine (9) bidders responded to the request for bids. Bids were opened on August 15th, and the lowest, responsive, responsible bid in the amount of \$685,365.08 was submitted by Kitching & Co, LLC. The Engineer recommends awarding to this contractor. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding in the amount of \$685,365.08 will be provided through existing GTUA Open Market Bonds.

Staff Recommendation:

It is recommended that the bid be awarded for the Miscellaneous Water Line Improvements 2022 to Kitching & Co LLC in the amount of \$685,365.08. It is also recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7357
2. Unsigned Agreement
3. Bid Tabulation

4. Location Map

RESOLUTION NO. 7357

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN KITCHING & CO LLC AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE MISCELLANEOUS WATER LINE IMPROVEMENTS 2022; 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 Kitching & Co LLC of Anna, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract between said contractor and the Greater Texoma Utility Authority in the amount of Six Hundred Eighty-Five Thousand Three Hundred Sixty-Five Dollars and Eight Cents (\$685,365.08) for the Miscellaneous Water Line Improvements 2022; 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 16th day of September 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY (“GTUA”), and Kitching & Co LLC, a corporation (the “CONTRACTOR”). GTUA and CONTRACTOR are sometimes referred to collectively as the “parties” or individually as a “party.”

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the “Work”). The Work is generally described as follows:

MISCELLANEOUS WATER LINE IMPROVEMENTS 2022

Article 2. ENGINEER

The Project has been designed by Wade Trim, Fort Worth, Texas, who is hereinafter called ENGINEER and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work must be substantially completed and ready for final payment within 150 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA \$ 420.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit a Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the Special Provisions.

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

Article 6. **INTEREST**

If the contract amount of this Agreement is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will

contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The “Contract Documents,” which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Solicitation for Bids
- 8.3 Instructions to Respondents
- 8.4 Certifications Required by Texas Law
- 8.5 Suspension and Debarment Certification
- 8.6 Bid Bond and Bid Bond POA
- 8.7 Statement of Respondent’s Qualifications
- 8.8 Insurance Requirement Affidavit
- 8.9 Bid Submittal
- 8.10 Resolution of Award
- 8.11 Form 1295, Certificate of Interested Parties
- 8.12 Certificate of Insurance
- 8.13 Performance Bond and POA
- 8.14 Payment Bond and POA
- 8.15 Notice to Proceed
- 8.16 Closeout Documents
- 8.17 Special Provisions
- 8.18 Technical Specification prepared or issued by the City of Sherman dated 03/12/2024.
- 8.19 Drawings, consisting of sheets numbered 1 through 29 , inclusive with each sheet bearing the following general title: City of Sherman, **MISCELLANEOUS WATER LINE IMPROVEMENTS 2022**
- 8.20 Addenda numbers 1 to 1, inclusive.
- 8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA (“Change Orders”). “Extra” work, “claims” invoiced as “extra” work or “claims” which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA’s authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA’S project managers are authorized to issue Contingency Allowance Authorization but GTUA’S project managers, superintendents and/or inspectors not authorized to

issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS **GTUA**, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS **“GTUA”** FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY **CONTRACTOR**, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM **CONTRACTOR** IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS **“CONTRACTOR”** FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF **CONTRACTOR** IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF **GTUA** (COLLECTIVELY, **“CLAIMS”**). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM **“CLAIMS”** IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST **GTUA** BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN **CONTRACTOR** AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH **CONTRACTOR**, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS’ COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, **GTUA** SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY **CONTRACTOR** IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY **GTUA**, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY **GTUA** IN WRITING. **GTUA** RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, **GTUA** IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY **GTUA** IS NOT TO BE CONSTRUED AS A WAIVER OF **CONTRACTOR**’S OBLIGATION TO DEFEND **GTUA** OR AS A

WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. If CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

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

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. TERMINATION

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

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

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

Article 12. MISCELLANEOUS

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect,

limit, or waive such party's right thereafter to enforce and compel strict compliance.

- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.
- 12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.
- 12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

GTUA:

CONTRACTOR: Kitching & Co LLC

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Bid Tabulation

Project: Miscellaneous Water Line Improvements 2022

Owner: City of Sherman

Number: 2024-21

Project # 1516-U and Bid Number 2024-21

Date: 8/15/2024

				Kitching & Co, LLC		JBM Excavation LLC		Hayes Construction, LLC		ANA Site Construction	
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
G1	Mobilization	1	LS	30,250.00	\$30,250.00	40,000.00	\$40,000.00	45,000.00	\$45,000.00	50,000.00	\$50,000.00
G2	Right-of-Way Preparation	1	LS	7,865.00	\$7,865.00	5,000.00	\$5,000.00	2,000.00	\$2,000.00	20,000.00	\$20,000.00
G3	Traffic Control	1	LS	5,808.00	\$5,808.00	4,000.00	\$4,000.00	3,000.00	\$3,000.00	15,000.00	\$15,000.00
G4	SW3P Implementation & Maintenance	1	LS	3,025.00	\$3,025.00	3,500.00	\$3,500.00	2,500.00	\$2,500.00	10,000.00	\$10,000.00
G5	Audio & Video Route Survey	1	LS	1,815.00	\$1,815.00	1,000.00	\$1,000.00	1,500.00	\$1,500.00	5,000.00	\$5,000.00
M1	Sodding	200	SY	14.85	\$2,970.00	10.00	\$2,000.00	9.00	\$1,800.00	15.00	\$3,000.00
M2	Furnishing & Replacing Topsoil (2" Min)	200	SY	4.84	\$968.00	15.00	\$3,000.00	1.00	\$200.00	25.00	\$5,000.00
M3	Miscellaneous Irrigation Allowance	1	LS	7,865.00	\$7,865.00	1,500.00	\$1,500.00	2,500.00	\$2,500.00	5,000.00	\$5,000.00
M4	Tree Protection	8	EA	730.13	\$5,841.04	200.00	\$1,600.00	200.00	\$1,600.00	600.00	\$4,800.00
M5	Construction Contingency Allowance	1	LS	125,000.00	\$125,000.00	125,000.00	\$125,000.00	125,000.00	\$125,000.00	125,000.00	\$125,000.00
P1	Temporary Asphalt Pavement Repair for Water Line Trench	1,240.00	SY	30.33	\$37,609.20	70.00	\$86,800.00	100.00	\$124,000.00	65.00	\$80,600.00
P2	Remove & Replace Asphalt Pavement (Full-Depth Repair)	247	SY	30.88	\$7,627.36	80.00	\$19,760.00	100.00	\$24,700.00	122.00	\$30,134.00
P3	Remove & Replace Gravel Parking Lot	80	SY	31.56	\$2,524.80	35.00	\$2,800.00	40.00	\$3,200.00	40.00	\$3,200.00
P4	Remove & Replace Reinforced Concrete Pavement	95	SY	127.81	\$12,141.95	120.00	\$11,400.00	180.00	\$17,100.00	95.00	\$9,025.00
P5	Remove & Replace Concrete Driveway (6")	46	SY	109.43	\$5,033.78	120.00	\$5,520.00	180.00	\$8,280.00	160.00	\$7,360.00
P6	Remove & Replace Curb & Gutter	198	LF	120.33	\$23,825.34	60.00	\$11,880.00	40.00	\$7,920.00	30.00	\$5,940.00
P7	Remove Sidewalk (4")	18	SY	61.51	\$1,107.18	80.00	\$1,440.00	30.00	\$540.00	40.00	\$720.00
P8	Remove & Replace Concrete Flume	1.5	SY	358.96	\$538.44	200.00	\$300.00	300.00	\$450.00	200.00	\$300.00
P9	Remove Existing Retaining Wall	8	LF	70.90	\$567.20	100.00	\$800.00	100.00	\$800.00	750.00	\$6,000.00
P10	Remove Curb & Gutter	10	LF	56.00	\$560.00	40.00	\$400.00	30.00	\$300.00	20.00	\$200.00
P11	Barrier Free Ramp	1	EA	5,445.00	\$5,445.00	2,000.00	\$2,000.00	3,500.00	\$3,500.00	2,200.00	\$2,200.00
W1	6" PVC C-900, DR-14 Water Line Pipe (Open Cut)	1,080.00	LF	69.73	\$75,308.40	52.00	\$56,160.00	72.00	\$77,760.00	87.00	\$93,960.00
W2	6" PVC C-900, DR-18 Water Line Pipe (By Other Than Open Cut)	500	LF	85.83	\$42,915.00	45.00	\$22,500.00	80.00	\$40,000.00	130.00	\$65,000.00
W3	6" PVC C-900, DR-18 Water Line Pipe (Open Cut)	1,010.00	LF	51.24	\$51,752.40	43.00	\$43,430.00	69.00	\$69,690.00	87.00	\$87,870.00
W4	12" PVC C-900, DR-18 Water Line Pipe (Open Cut)	720	LF	95.63	\$68,853.60	134.00	\$96,480.00	112.00	\$80,640.00	100.00	\$72,000.00
W5	Remove Pipe	25	LF	15.49	\$387.25	30.00	\$750.00	40.00	\$1,000.00	80.00	\$2,000.00
W6	Connect Proposed 6"-12" to Existing 2"-12" Water Line (Dead End, Gate Valve, Reducer, Tee, or Cross)	8	EA	2,164.51	\$17,316.08	6,000.00	\$48,000.00	6,000.00	\$48,000.00	6,000.00	\$48,000.00
W7	Connect Proposed 6"-12" to Existing 2"-8" Water Line (Special Connection)	2	EA	1,713.22	\$3,426.44	1,800.00	\$3,600.00	5,500.00	\$11,000.00	4,900.00	\$9,800.00
W8	Connect Proposed 6" to Existing 8" Water Line (Tapping Sleeve & Gate Valve)	1	EA	3,794.42	\$3,794.42	4,400.00	\$4,400.00	6,200.00	\$6,200.00	7,800.00	\$7,800.00
W9	Cut & Cap Abandon-in-Place Existing 2"-6" Water Line (Install Thrust Blocking)	11	EA	422.16	\$4,643.76	350.00	\$3,850.00	900.00	\$9,900.00	1,500.00	\$16,500.00
W10	Remove & Salvage Existing Gate Valve & Box	10	EA	475.36	\$4,753.60	200.00	\$2,000.00	600.00	\$6,000.00	1,600.00	\$16,000.00
W11	Remove & Salvage Existing Fire Hydrant Assembly	2	EA	688.75	\$1,377.50	200.00	\$400.00	600.00	\$1,200.00	2,000.00	\$4,000.00
W12	Standard Fire Hydrant Assembly	5	EA	5,940.82	\$29,704.10	6,000.00	\$30,000.00	9,400.00	\$47,000.00	10,000.00	\$50,000.00
W13	6" Gate Valve & Box	22	EA	1,525.24	\$33,555.28	2,400.00	\$52,800.00	2,900.00	\$63,800.00	3,000.00	\$66,000.00
W14	12" Gate Valve & Box	6	EA	4,266.92	\$25,601.52	6,000.00	\$36,000.00	6,500.00	\$39,000.00	5,500.00	\$33,000.00
W15	Short Service	22	EA	653.68	\$14,380.96	1,290.00	\$28,380.00	1,300.00	\$28,600.00	1,400.00	\$30,800.00
W16	Long Service	19	EA	820.95	\$15,598.05	1,500.00	\$28,500.00	2,100.00	\$39,900.00	1,600.00	\$30,400.00
W17	Trench Safety & Excavation Protection	2,983.00	LF	1.21	\$3,609.43	1.00	\$2,983.00	1.00	\$2,983.00	3.00	\$8,949.00
TOTAL BASE BID					\$685,365.08		\$789,933.00		\$948,563.00		\$1,030,558.00

Bid Tabulation

Project: Miscellaneous Water Line Improvements 2022

Owner: City of Sherman

Number: 2024-21

Project # 1516-U and Bid Number 2024-21

Date: 8/15/2024

				Atkins Bros. Equip. Co Inc.		W. Brown Enterprises, Inc.		Lynn Vessels Construction, LLC		Dickerson Construction	
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
G1	Mobilization	1	LS	20,000.00	\$20,000.00	40,012.50	\$40,012.50	56,805.00	\$56,805.00	72,000.00	\$72,000.00
G2	Right-of-Way Preparation	1	LS	1,000.00	\$1,000.00	25,207.88	\$25,207.88	28,125.00	\$28,125.00	6,000.00	\$6,000.00
G3	Traffic Control	1	LS	5,000.00	\$5,000.00	24,007.50	\$24,007.50	10,625.00	\$10,625.00	49,000.00	\$49,000.00
G4	SW3P Implementation & Maintenance	1	LS	5,000.00	\$5,000.00	16,005.00	\$16,005.00	1,937.50	\$1,937.50	6,500.00	\$6,500.00
G5	Audio & Video Route Survey	1	LS	5,000.00	\$5,000.00	10,083.15	\$10,083.15	1,875.00	\$1,875.00	6,000.00	\$6,000.00
M1	Sodding	200	SY	40.00	\$8,000.00	16.01	\$3,202.00	25.00	\$5,000.00	15.00	\$3,000.00
M2	Furnishing & Replacing Topsoil (2" Min)	200	SY	40.00	\$8,000.00	40.01	\$8,002.00	10.16	\$2,032.00	15.00	\$3,000.00
M3	Miscellaneous Irrigation Allowance	1	LS	5,000.00	\$5,000.00	4,801.50	\$4,801.50	6,250.00	\$6,250.00	2,500.00	\$2,500.00
M4	Tree Protection	8	EA	2,000.00	\$16,000.00	1,102.84	\$8,822.72	1,000.00	\$8,000.00	1,000.00	\$8,000.00
M5	Construction Contingency Allowance	1	LS	125,000.00	\$125,000.00	125,000.00	\$125,000.00	125,000.00	\$125,000.00	125,000.00	\$125,000.00
P1	Temporary Asphalt Pavement Repair for Water Line Trench	1,240.00	SY	70.00	\$86,800.00	141.84	\$175,881.60	172.38	\$213,751.20	110.00	\$136,400.00
P2	Remove & Replace Asphalt Pavement (Full-Depth Repair)	247	SY	240.00	\$59,280.00	139.80	\$34,530.60	162.32	\$40,093.04	125.00	\$30,875.00
P3	Remove & Replace Gravel Parking Lot	80	SY	70.00	\$5,600.00	193.06	\$15,444.80	21.09	\$1,687.20	15.00	\$1,200.00
P4	Remove & Replace Reinforced Concrete Pavement	95	SY	150.00	\$14,250.00	237.55	\$22,567.25	200.00	\$19,000.00	150.00	\$14,250.00
P5	Remove & Replace Concrete Driveway (6")	46	SY	175.00	\$8,050.00	241.81	\$11,123.26	175.00	\$8,050.00	100.00	\$4,600.00
P6	Remove & Replace Curb & Gutter	198	LF	70.00	\$13,860.00	100.64	\$19,926.72	75.00	\$14,850.00	125.00	\$24,750.00
P7	Remove Sidewalk (4")	18	SY	75.00	\$1,350.00	273.42	\$4,921.56	150.00	\$2,700.00	35.00	\$630.00
P8	Remove & Replace Concrete Flume	1.5	SY	150.00	\$225.00	1,160.36	\$1,740.54	887.50	\$1,331.25	100.00	\$150.00
P9	Remove Existing Retaining Wall	8	LF	500.00	\$4,000.00	187.56	\$1,500.48	156.25	\$1,250.00	200.00	\$1,600.00
P10	Remove Curb & Gutter	10	LF	70.00	\$700.00	584.18	\$5,841.80	25.00	\$250.00	50.00	\$500.00
P11	Barrier Free Ramp	1	EA	8,000.00	\$8,000.00	8,242.58	\$8,242.58	4,437.50	\$4,437.50	3,500.00	\$3,500.00
W1	6" PVC C-900, DR-14 Water Line Pipe (Open Cut)	1,080.00	LF	150.00	\$162,000.00	141.57	\$152,895.60	156.21	\$168,706.80	185.00	\$199,800.00
W2	6" PVC C-900, DR-18 Water Line Pipe (By Other Than Open Cut)	500	LF	275.00	\$137,500.00	189.71	\$94,855.00	376.16	\$188,080.00	400.00	\$200,000.00
W3	6" PVC C-900, DR-18 Water Line Pipe (Open Cut)	1,010.00	LF	149.00	\$150,490.00	143.64	\$145,076.40	143.98	\$145,419.80	180.00	\$181,800.00
W4	12" PVC C-900, DR-18 Water Line Pipe (Open Cut)	720	LF	250.00	\$180,000.00	207.65	\$149,508.00	138.14	\$99,460.80	250.00	\$180,000.00
W5	Remove Pipe	25	LF	100.00	\$2,500.00	50.42	\$1,260.50	31.25	\$781.25	100.00	\$2,500.00
W6	Connect Proposed 6"-12" to Existing 2"-12" Water Line (Dead End, Gate Valve, Reducer, Tee, or Cross)	8	EA	6,000.00	\$48,000.00	4,717.98	\$37,743.84	9,309.84	\$74,478.72	4,000.00	\$32,000.00
W7	Connect Proposed 6"-12" to Existing 2"-8" Water Line (Special Connection)	2	EA	4,000.00	\$8,000.00	3,705.26	\$7,410.52	9,437.50	\$18,875.00	2,600.00	\$5,200.00
W8	Connect Proposed 6" to Existing 8" Water Line (Tapping Sleeve & Gate Valve)	1	EA	4,000.00	\$4,000.00	7,692.24	\$7,692.24	10,375.00	\$10,375.00	3,500.00	\$3,500.00
W9	Cut & Cap Abandon-in-Place Existing 2"-6" Water Line (Install Thrust Blocking)	11	EA	2,000.00	\$22,000.00	1,569.45	\$17,263.95	1,500.00	\$16,500.00	1,100.00	\$12,100.00
W10	Remove & Salvage Existing Gate Valve & Box	10	EA	100.00	\$1,000.00	2,520.79	\$25,207.90	250.00	\$2,500.00	1,000.00	\$10,000.00
W11	Remove & Salvage Existing Fire Hydrant Assembly	2	EA	400.00	\$800.00	2,520.79	\$5,041.58	625.00	\$1,250.00	1,000.00	\$2,000.00
W12	Standard Fire Hydrant Assembly	5	EA	8,000.00	\$40,000.00	8,417.79	\$42,088.95	8,187.50	\$40,937.50	6,500.00	\$32,500.00
W13	6" Gate Valve & Box	22	EA	1,000.00	\$22,000.00	2,455.18	\$54,013.96	1,836.25	\$40,397.50	2,200.00	\$48,400.00
W14	12" Gate Valve & Box	6	EA	4,000.00	\$24,000.00	5,764.44	\$34,586.64	4,286.46	\$25,718.76	3,000.00	\$18,000.00
W15	Short Service	22	EA	1,000.00	\$22,000.00	1,343.82	\$29,564.04	1,918.75	\$42,212.50	1,600.00	\$35,200.00
W16	Long Service	19	EA	1,300.00	\$24,700.00	2,098.23	\$39,866.37	3,165.13	\$60,137.47	2,700.00	\$51,300.00
W17	Trench Safety & Excavation Protection	2,983.00	LF	1.00	\$2,983.00	1.69	\$5,041.27	1.25	\$3,728.75	2.00	\$5,966.00
TOTAL BASE BID					\$1,252,088.00		\$1,415,982.20		\$1,492,609.54		\$1,519,721.00

Bid Tabulation

Project: Miscellaneous Water Line Improvements 2022

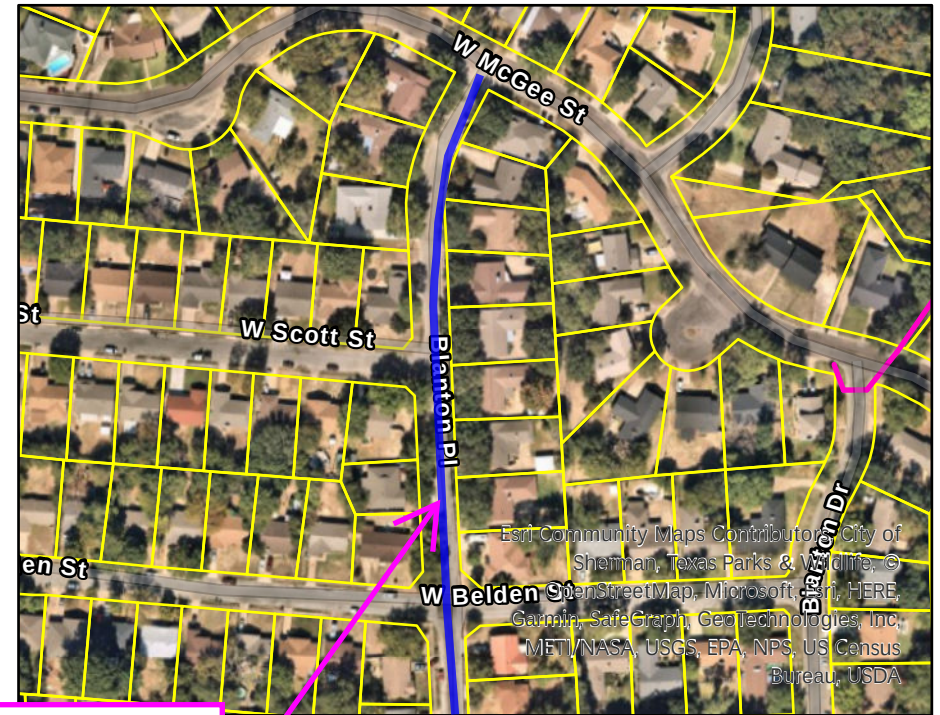
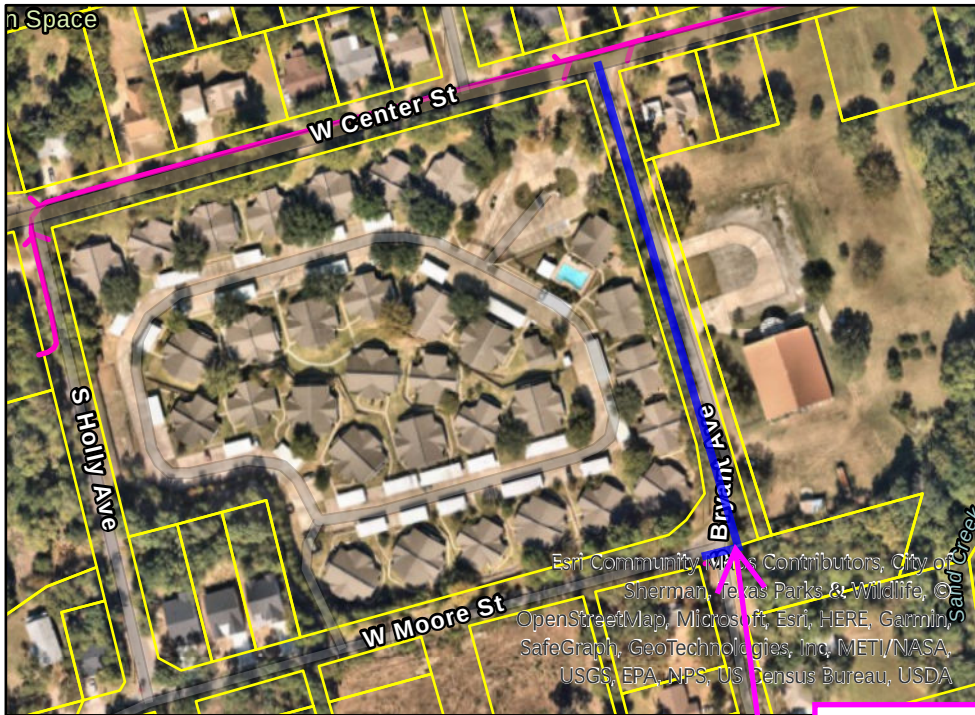
Owner: City of Sherman

Number: 2024-21

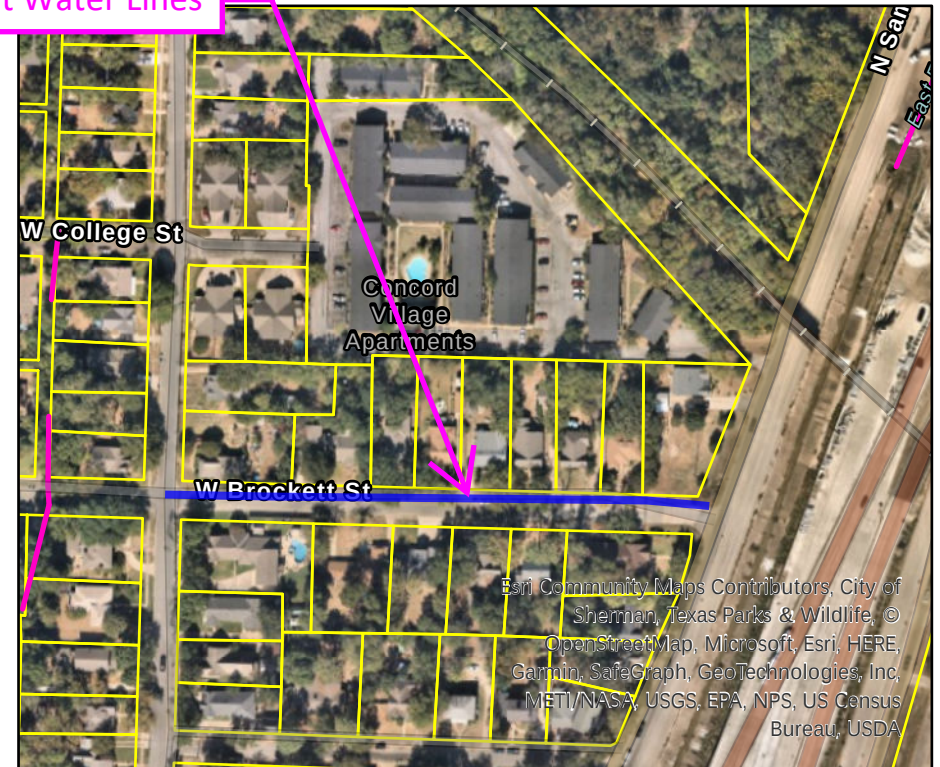
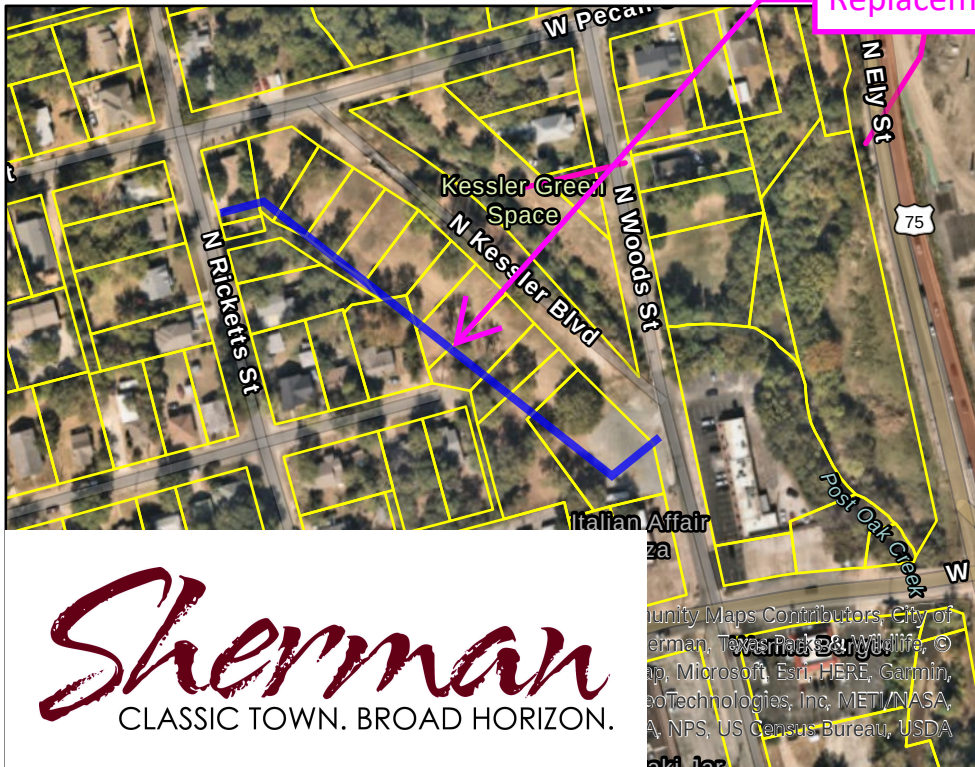
Project # 1516-U and Bid Number 2024-21

Date: 8/15/2024

				Western Municipal Construction							
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
G1	Mobilization	1	LS	456,750.23	\$456,750.23		\$0.00		\$0.00		\$0.00
G2	Right-of-Way Preparation	1	LS	15,944.76	\$15,944.76		\$0.00		\$0.00		\$0.00
G3	Traffic Control	1	LS	12,045.01	\$12,045.01		\$0.00		\$0.00		\$0.00
G4	SW3P Implementation & Maintenance	1	LS	12,827.93	\$12,827.93		\$0.00		\$0.00		\$0.00
G5	Audio & Video Route Survey	1	LS	7,227.00	\$7,227.00		\$0.00		\$0.00		\$0.00
M1	Sodding	200	SY	22.92	\$4,584.00		\$0.00		\$0.00		\$0.00
M2	Furnishing & Replacing Topsoil (2" Min)	200	SY	20.51	\$4,102.00		\$0.00		\$0.00		\$0.00
M3	Miscellaneous Irrigation Allowance	1	LS	31,317.02	\$31,317.02		\$0.00		\$0.00		\$0.00
M4	Tree Protection	8	EA	591.72	\$4,733.76		\$0.00		\$0.00		\$0.00
M5	Construction Contingency Allowance	1	LS	125,000.00	\$125,000.00		\$0.00		\$0.00		\$0.00
P1	Temporary Asphalt Pavement Repair for Water Line Trench	1,240.00	SY	104.75	\$129,890.00		\$0.00		\$0.00		\$0.00
P2	Remove & Replace Asphalt Pavement (Full-Depth Repair)	247	SY	90.61	\$22,380.67		\$0.00		\$0.00		\$0.00
P3	Remove & Replace Gravel Parking Lot	80	SY	52.64	\$4,211.20		\$0.00		\$0.00		\$0.00
P4	Remove & Replace Reinforced Concrete Pavement	95	SY	281.49	\$26,741.55		\$0.00		\$0.00		\$0.00
P5	Remove & Replace Concrete Driveway (6")	46	SY	282.91	\$13,013.86		\$0.00		\$0.00		\$0.00
P6	Remove & Replace Curb & Gutter	198	LF	202.48	\$40,091.04		\$0.00		\$0.00		\$0.00
P7	Remove Sidewalk (4")	18	SY	283.30	\$5,099.40		\$0.00		\$0.00		\$0.00
P8	Remove & Replace Concrete Flume	1.5	SY	281.49	\$422.24		\$0.00		\$0.00		\$0.00
P9	Remove Existing Retaining Wall	8	LF	531.49	\$4,251.92		\$0.00		\$0.00		\$0.00
P10	Remove Curb & Gutter	10	LF	126.47	\$1,264.70		\$0.00		\$0.00		\$0.00
P11	Barrier Free Ramp	1	EA	5,420.25	\$5,420.25		\$0.00		\$0.00		\$0.00
W1	6" PVC C-900, DR-14 Water Line Pipe (Open Cut)	1,080.00	LF	160.94	\$173,815.20		\$0.00		\$0.00		\$0.00
W2	6" PVC C-900, DR-18 Water Line Pipe (By Other Than Open Cut)	500	LF	393.48	\$196,740.00		\$0.00		\$0.00		\$0.00
W3	6" PVC C-900, DR-18 Water Line Pipe (Open Cut)	1,010.00	LF	139.45	\$140,844.50		\$0.00		\$0.00		\$0.00
W4	12" PVC C-900, DR-18 Water Line Pipe (Open Cut)	720	LF	180.61	\$130,039.20		\$0.00		\$0.00		\$0.00
W5	Remove Pipe	25	LF	26.59	\$664.75		\$0.00		\$0.00		\$0.00
W6	Connect Proposed 6"-12" to Existing 2"-12" Water Line (Dead End, Gate Valve, Reducer, Tee, or Cross)	8	EA	6,573.95	\$52,591.60		\$0.00		\$0.00		\$0.00
W7	Connect Proposed 6"-12" to Existing 2"-8" Water Line (Special Connection)	2	EA	6,664.30	\$13,328.60		\$0.00		\$0.00		\$0.00
W8	Connect Proposed 6" to Existing 8" Water Line (Tapping Sleeve & Gate Valve)	1	EA	8,711.95	\$8,711.95		\$0.00		\$0.00		\$0.00
W9	Cut & Cap Abandon-in-Place Existing 2"-6" Water Line (Install Thrust Blocking)	11	EA	1,260.08	\$13,860.88		\$0.00		\$0.00		\$0.00
W10	Remove & Salvage Existing Gate Valve & Box	10	EA	531.49	\$5,314.90		\$0.00		\$0.00		\$0.00
W11	Remove & Salvage Existing Fire Hydrant Assembly	2	EA	5,314.93	\$10,629.86		\$0.00		\$0.00		\$0.00
W12	Standard Fire Hydrant Assembly	5	EA	10,446.09	\$52,230.45		\$0.00		\$0.00		\$0.00
W13	6" Gate Valve & Box	22	EA	2,081.25	\$45,787.50		\$0.00		\$0.00		\$0.00
W14	12" Gate Valve & Box	6	EA	4,369.84	\$26,219.04		\$0.00		\$0.00		\$0.00
W15	Short Service	22	EA	1,966.36	\$43,259.92		\$0.00		\$0.00		\$0.00
W16	Long Service	19	EA	3,942.87	\$74,914.53		\$0.00		\$0.00		\$0.00
W17	Trench Safety & Excavation Protection	2,983.00	LF	6.02	\$17,957.66		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
TOTAL BASE BID					\$1,934,229.08		\$0.00		\$0.00		\$0.00



Replacement Water Lines



Sherman
CLASSIC TOWN. BROAD HORIZON.



City Council Regular Meeting

Agenda Item No. G.4.

Meeting Date: 9/16/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7358**

Authorizing Execution of a Professional Services Agreement with Halff Associates, Inc. for the Lamberth Road Post Oak Creek Crossing - Phase 2

Issue:

To consider a Professional Services Agreement with Halff Associates, Inc. for the Lamberth Road Post Oak Creek Crossing - Phase 2 project.

Background:

The Phase 1 project was completed in April 2022 and increased the capacity of the east fork crossing of Post Oak Creek to handle a one hundred-year flood event without overtopping the road. The road previously had flooding issues and would be overtopped in a ten-year event.

This Phase 2 project will provide construction drawings to replace and upgrade the culvert crossing for a tributary creek just east of the Phase 1 project. This culvert crossing continues to fail requiring continual maintenance to prevent failure of Lamberth Road. This project will also provide construction drawings for the replacement Lamberth Road from the end of the Phase 1 project to US 75 and retaining walls to stabilize slopes south of the culvert outfall to prevent further erosion of private property and improvements.

Origination:

Engineering Department

Financial Consideration:

Funding needed for the agreement is \$237,400.00 and is available in the 2024 CO's.

Staff Recommendation:

It is recommended that the contract for professional services with Halff Associates, Inc. for the Lamberth Road Post Oak Creek Crossing - Phase 2 project be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7358
2. Lamberth Road - PSA Unsigned
3. Lamberth Ph2 Location Map

RESOLUTION NO. 7358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE LAMBERTH ROAD POST OAK CREEK CROSSING – PHASE 2; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Halff Associates, Inc. for the Lamberth Road Post Oak Creek Crossing – Phase 2, 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 _____ day of _____, 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
HALFF ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of September, 2024:

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

and Consultant: **Halff Associates, Inc.**
 1201 N. Bowser Rd.
 Richardson, TX 75081
 Telephone: (214) 346-6200

for the following Project: **3045 - Lamberth Road Post Oak Creek Crossing – Phase 2**

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

WHEREAS, City desires to engage Consultant to provide professional services for the **3045 - Lamberth Road Post Oak Creek Crossing – Phase 2** ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1 CONSULTANT'S SERVICES

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

ARTICLE 2 CITY'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum or Hourly (Time and Materials), not to exceed (NTE) basis according to **Exhibit B** in an amount not to exceed **One Hundred Seventy Three Thousand Nine Hundred Dollars (173,900.00)**; and (b) for Special Services, on an Each not to exceed (NTE) basis in an amount not to exceed **Sixty Three Thousand Five Hundred Dollars (\$63,500.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.
 - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
 - 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a

determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

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

3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant's Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR"). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall

complete an Elimination of Barriers Project Registration Form (“Form”) for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant will be notified in writing of the results; however, it is Consultant’s responsibility to obtain TDLR’s written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address design deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR when necessary to address design and/or construction deficiencies. When the corrective measures, if any, have been completed by the construction contractor, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence

Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

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

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

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Labor Category	Level	Billing Rate Range		Description
		Low	High	
Engineer	I	116.00	211.00	EIT
	II	136.00	222.00	EIT / PE
	III	177.00	362.00	Sr. PE / PM
	IV	227.00	382.00	Sr. PM / Sr. PE
	V	290.00	400.00	Tech Advisor / Principal
Scientist (Environmental / Geologist)	I	86.00	131.00	Professional (BS in ENG, Geology or ENV Science)
	II	121.00	174.00	Experienced Professional
	III	151.00	227.00	PE, PG or similar license / registration
	IV	212.00	298.00	PM / Sr. Scientist
Landscape Architect /Planner	II	108.00	166.00	Landscape Designer
	III	153.00	211.00	Landscape Architect
	IV	186.00	282.00	PM / Sr. Landscape Architect
Surveyor	IV	182.00	257.00	RPLS / Geospatial PM
	V	224.00	300.00	Sr. / PM RPLS
Office/Field Tech (SUE)	III	104.00	151.00	Utility Coordinator
	IV	131.00	202.00	SUE Field Manager
	V	187.00	274.00	SUE Manager
Office Tech (CADD, Designer and Survey)	III	107.00	156.00	Jr. CADD/Designer/Survey Tech
	IV	135.00	222.00	Sr. CADD/Designer/Survey
	V	178.00	334.00	CADD Manager/Geo Spatial PM (unlicensed)
Clerical		95.00	150.00	Admin Assistant
Specialist (GIS and ROW)	I	90.00	132.00	Jr. Level GIS Analyst / ROW Support Staff
	II	116.00	177.00	GIS Analyst / ROW Agent
	III	152.00	242.00	Sr. / PM – GIS Analyst / ROW Agent
	IV	199.00	269.00	Sr. PM – GIS Analyst / ROW Agent
Intern		55.00	120.00	

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

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

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

- 3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of \$(1,900,000) due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations,

modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the

provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

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

ARTICLE 7

AUDITS AND RECORDS/VENDOR DISCLOSURE

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

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

ARTICLE 8

TERMINATION OF AGREEMENT/REMEDIES

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

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

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

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

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND

UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS

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

ARTICLE 11 NOTICES

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

If to City, addressed to:

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

With a copy to:

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

If to Consultant, addressed to:

Brandon Tanksley

Public Works Team Leader

Halff Associates, Inc.

1201 N. Bowser Rd.

Richardson, TX 75081

Telephone: 214.217.6512

Email: btanksley@halff.com

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

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

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

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

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees,

representatives and administrators are hereby bound to the terms and conditions of this Agreement.

- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have

waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.

- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

CITY:

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

CONSULTANT:

Halff Associates, Inc.
a Texas corporation

By: _____
Robby Hefton, City Manager

By: _____
Brandon Tanksley
Public Works Team Leader

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

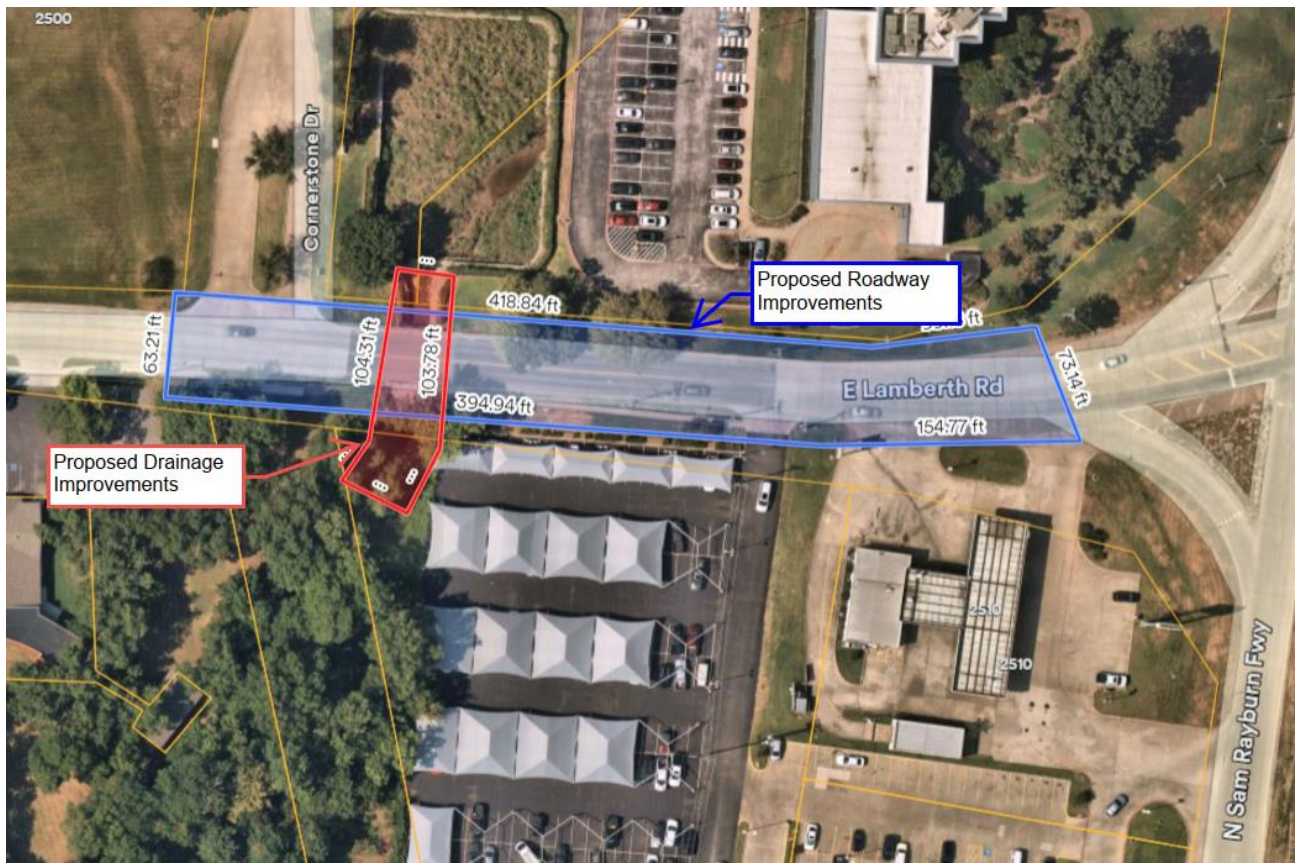
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2024.

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

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The project involves the design and construction of a double 8'x7' box culvert across Lamberth Road at the East Lamberth Branch stream crossing and the re-construction of the existing Lamberth Road within the project limits. The work will include the associated reconstruction of Lamberth Road (approximately 550 feet), sidewalk improvements, railing, construction of a multiple box culvert with curb inlets, upstream and downstream channel improvements including retaining walls, and relocation and lowering of existing 8" water line (approximately 100 feet).



GENERAL REQUIREMENTS

- A. Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which

EXHIBIT A SCOPE OF SERVICES

has facilities within or adjacent to the Project. This coordination is limited to circulating plans to franchise utilities and addressing comments from utility companies. Addressing utility company comments is limited to showing conflicts and franchise utility adjustments on the plans based on information provided by the franchise utility companies. Design of franchise utility improvements is excluded from the scope of services. The utility coordination scope includes attendance at up to five (5) virtual meetings.

- C.** Each time the Consultant submits plans and/or specifications to City, one (1) copy (as well as PDF version) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.
- D.** The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.
- E. Communications and Reporting:**
 - i Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
 - ii Attend review meeting, in person, with the City at the end of each design phase.
 - iii Prepare and submit monthly invoices in the format acceptable to the City.
 - iv Prepare and submit monthly progress reports.
 - v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
 - vi Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - vii With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.
 - viii Attend up to six (6) virtual project coordination meetings, if needed.
 - ix Attend up to two (2) virtual meetings with TxDOT to determine project limits and tie in location, if needed.

**EXHIBIT A
SCOPE OF SERVICES**

II. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase (excluded)

B. Intermediate Design (60%)

- a. Prior to the beginning the Intermediate Design, the Consultant shall schedule and attend a project site visit with the City Project Manager to walk the project. The Consultant shall summarize the City's comments from the field visit and submit this information to the City in writing.
- b. Evaluate original design and identify changes to design required to accommodate current site conditions and extended limits of pavement replacement. Meet with the City to discuss the required design changes.
- c. Amend the original drawings with material design changes and submit to the City for review (only the amended drawings will be submitted at this stage; not the entire set). Meet with the City to discuss the design changes and City's review comments.

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

- a. Prepare final engineering review drawings that address all comments from the intermediate review.
- b. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications. Technical specifications will refrain from referencing NCTCOG specifications or TxDOT specifications.
- c. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
- d. Finalize all plan sheets, including cover sheet, index, general notes, project control and applicable City standard details.
- e. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.
- f. Finalize and submit signed and sealed Project Manual after addressing all City review comments. The manual will be submitted electronically in pdf format.

EXHIBIT A SCOPE OF SERVICES

- g. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.
- h. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

D. Bid Phase Services

- a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.
- b. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.
- c. Consultant will submit the project plans to the State of Texas for the TAS/ADA review, if required for the Project. Consultant will prepare the application and make the submittal. Consultant will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements. Consultant will address comments from the review and revise plans if necessary.
- d. Assist the City in the advertisement of the Project for competitive bids.
- e. Assist the City with one (1) Pre-Bidders meeting.
- f. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- g. Assist the City in the opening and tabulation of bids for construction of the Project.
- h. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.

EXHIBIT A SCOPE OF SERVICES

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

E. Construction Phase Services

- a. Conformed Document submittal:
 - i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
 - ii. Print up to ten (10) sets 11"x17" plans and Project Manuals for issuance at the Pre-Construction Conference. The number of sets will be provided.
 - iii. Package and submit CAD base files upon request.
- b. Site Visits, up to two (2), upon request of City staff.
- c. *Pre-Construction Meeting*. Attend one (1) Pre-Construction Meeting prior to commencement of Work at the Site
- d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.
- e. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- f. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
- g. *Shop Drawings, Samples, and Submittals*. Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

EXHIBIT A SCOPE OF SERVICES

- i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop and/or direct the work of any Contractor.
- k. Post-construction site visit, up to one (1), to confirm construction deficiencies, if any, were addressed by the Contractor.
- l. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one half-size, to-scale set and one pdf file of the Record Documents.
- m. Construction phase services shall be provided on a Time and Materials basis until the authorized budget for construction phase services is exhausted. A modification and budget increase will be required to continue providing these services once the budget is exhausted.

F. Special Services

- a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include, but are not necessarily limited to, the following:
 - i. **Design Surveying** - to collect information required for design, including photogrammetry, land surveying, and related office computations and drafting. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman. This also includes refreshing and re-establishing benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.
 - a. Survey scope of work: Recover and tie existing survey control. Establish project horizontal and vertical control where needed and check into a minimum of (2) City of Sherman monuments. Tie trees 6-inches or larger in diameter, wastewater manholes, and storm

EXHIBIT A SCOPE OF SERVICES

manholes with measure downs. Resolve boundaries within project area.

b. Survey limits:

- West - Beginning 50-ft west of the southbound western curb line of Cornerstone Dr. and running east approximately 650 towards the SH-75 southbound frontage road.
- At Cornerstone Dr, north 50-ft from the Lamberth Dr northern curb line.
- From the centerline of Lamberth Dr, upstream approximately 75-ft and downstream approximately 130-ft

c. Survey assumptions and exclusions:

- Surveyor to provide Right-of-Entry, as needed SUE will be required for this project. Sags in overhead electric lines will not be surveyed.
- Tagging and scientific identification of trees is excluded.
- Construction staking is excluded, except as required for utility coordination.

ii. **Staking of the Centerline** of the proposed Project for utility coordination.

The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.

iii. **Preparation of report**, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.

iv. **Subsurface Utility Engineering that involves Level “A” or “B” identification of a utility.**

Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

EXHIBIT A SCOPE OF SERVICES

Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.

Quality Level-D: Information derived from existing records or oral recollections.

a) Quality Level-A Utility Test Holes (Vacuum Excavation):

Up to four (4) test holes will be performed on various utilities at locations specified by the Client. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.

If test holes are requested on non-conductive/untonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with Client and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. Due to the concrete/ground conditions, one (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with the Client for direction on digging additional test holes if required and shall be compensated for each positive test hole dug.

b) Quality Level-B Utility Designating:

Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of buried communication, electric, traffic signal, water, wastewater/sanitary sewer, and storm drain/storm sewer. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

c) Quality Level-C Surveying:

EXHIBIT A SCOPE OF SERVICES

Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control provided by the Client.

d) Quality Level-D Records Research:

Available Records will be provided to Halff by the Client. Halff will perform additional utility record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

e) SUE Field Manager / Professional Engineer:

A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.

f) SUE Deliverables / CADD:

Deliverables for the Quality Level-B 2D Utility Designation will be a CAD reference file. Deliverables for the Quality Level-A Test Hole excavations will be a 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics of the utility. Electronic files will be provided in MicroStation and/or AutoCAD format.

g) Right-of-Entry:

Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road right-of-way. If right-of-entry is required, it will be performed and provided to Halff by the Client. Halff will coordinate with property owner(s) once right-of-entry has been obtained.

h) Permitting:

Street Cut permits will be coordinated with the City of Sherman as required.

i) Work Zone Traffic Control:

Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project in accordance with the TMUTCD. As exact test holes locations are unknown, certified traffic control such as lane closure(s), flag person(s), changeable message board(s), and/or arrow board(s), if needed or required by the City of

EXHIBIT A SCOPE OF SERVICES

Sherman, will be provided by a certified traffic control provider such as AWP.

This Scope of Services does not include an engineered traffic control plan and if required for permit approval, Halff will notify the Client and submit a supplemental agreement for authorization prior to proceeding with additional work.

- v. **Environmental Services** – Federal Permitting under Section 404 of the Clean Water Act. The U.S. Army Corps of Engineers (USACE) regulates, under the authority of Section 404 of the Clean Water Act (Section 404), the placement of fill material into waters of the United States and special aquatic sites that include wetlands. The USACE utilizes nationwide permits, regional general permits, or standard individual permits to authorize regulated activities under Section 404.

- a. **Jurisdictional Determination/Delineation**

- Halff shall perform a field delineation within the proposed project area to identify the limits of waters of the United States, including wetlands, to determine if the project will result in a regulated activity under Section 404. A delineation memorandum shall be prepared describing the methodology and results of the investigation. The memorandum shall be used to satisfy the jurisdictional determination for permit requirements pursuant to Section 404.

- b. **Cultural Resources Investigation/Assessment.**

- The project requires authorization by the United States Army Corps of Engineers (USACE) pursuant to Section 404 of the Clean Water Act, which is considered a federal action requiring compliance with Section 106 of the National Historic Preservation Act (Section 106). Section 106 requires that the project consider potential effects to historic properties eligible for listing on the National Register of Historic Places (NRHP) through consultation with the Texas Historical Commission (THC). Halff shall review the Texas Archeological Sites Atlas to determine whether any archeological sites and above ground historic resources (cultural resources) eligible for listing on the NRHP or cemeteries are documented within or adjacent to the Area of Potential Effect (APE).

- Background research shall also include a review of local soil, geologic and other physiographic data to evaluate the potential for buried archeological deposits as it pertains to the horizontal and vertical footprint of the APE. Historic topographic maps and aerial photography shall be reviewed to identify any potential above-ground historic resources within and adjacent to the project area.

EXHIBIT A SCOPE OF SERVICES

The results of the desktop review will inform a recommendation regarding the potential for the project to affect cemeteries and cultural resources eligible for listing in the NRHP or SAL designation. The results of the desktop review shall be summarized in a report submitted for review by THC. THC concurrence will provide documentation of compliance with General Condition 20 and 21 of Nationwide Permit 14: Linear Transportation Project (NWP 14). This information shall be incorporated in the documentation provided for the Section 404 Permitting Assessment.

c. Threatened and Endangered Species Assessment

A Section 404 permit is a federal action and documentation must be provided to make an effect determination under the Endangered Species Act to remain in compliance with the Section 404 permit program. The effect determination will provide documentation of compliance with General Condition 18 of NWP 14, and incorporated in the documentation provided for the Section 404 Permitting Assessment. The Threatened and Endangered Species Assessment shall include the following:

- Obtaining an official species list for the project area and other related construction areas utilizing the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPAC) service;
- Conducting background research including review of aerial photography, topographic maps, vegetation maps, and soil survey maps to identify potentially suitable habitat for species listed in the IPAC report;
- An opinion regarding the potential of the proposed projects to affect federally listed threatened and endangered species.

d. Section 404 Permitting Assessment

This task assumes the project does not exceed the impact thresholds of Nationwide Permit 14 – Linear Transportation Project (NWP 14). Upon completion of the above tasks, Halff specialists shall coordinate with project engineers to evaluate site alternatives pursuant to the Section 404 NWP program. Halff shall outline Section 404 permitting responsibility as appropriate for the ultimate design scenario and incorporate as a separate memorandum. This task excludes the preparation and submittal of any Section 404 permit documents to the USACE.

vi. Public Meeting – When required by the nature of the project, the

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide necessary exhibits and attend one (1) public meeting with the City.

III. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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

1. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
2. Appearances before regulatory agencies.
3. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
4. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
5. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
6. Geotechnical Investigation & Report - obtain the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.
7. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
8. Design and/or modifications to utility and municipal infrastructure outside the boundaries of the project
9. Submittal, review, platting, and permitting fees or other fees associated with adjacent commercial and/or residential development.
10. Preparation of easement documents.
11. Construction inspection and resident engineering services
12. Construction material testing services
13. Preparation of construction related SWPPP
14. Traffic engineering reports or studies
15. Illumination design
16. Design of remediation for impacts to private landscaping and irrigation systems
17. Design and/or specifications for conductors, cables and equipment associated with the relocation of existing overhead electric and communication lines to

EXHIBIT A SCOPE OF SERVICES

- underground duct banks.
18. Coordination with TxDOT except as noted within this scope of services.
 19. Any Water Resources Services including, but not limited to, the following:
 - a) Modeling and analyses of the existing upstream detention pond.
 - b) Assessing and/or mitigating valley storage impacts.
 - c) Hydrologic or Hydraulic analysis/modeling
 - d) Downstream assessment.
 - e) 2D dynamic modeling.
 - f) Storm sewer system modeling.
 - g) All Floodplain and/or fill permitting including City of Sherman permitting.
 - h) All FEMA submittals including CLOMRs and/or LOMRs.
 - i) Permit fees, filing fees, pro-rated fees, impact fees, and taxes.
 - j) Attendance or preparation for meetings and public hearings except as noted.
 - k) Negotiations/agreements with adjacent property owners.
 - l) Fees associated with data collection (model retrieval fee from data libraries, etc). FEMA Project Library model retrieval costs are not included here.
 20. Environmental Services Exclusions:
 - a) This scope of services excludes the preparation and/or submittal of a pre-construction notification to the USACE Tulsa District under NWP 14.
 - b) This scope of services excludes the preparation of a compensatory mitigation plan.
 - c) This scope of services excludes threatened/endangered species presence/absence surveys.
 - d) This scope of services excludes Section 7 formal consultation with the USFWS
 - e) This scope excludes a historical resources survey and architectural assessment.
 - f) This scope excludes archaeological and/or historic resources field surveys.
 - g) This scope excludes formal NRHP/SAL eligibility evaluations of archeological historic properties documented in the project area.
 - h) This scope excludes the documentation or removal of human burials encountered during the archeological survey.
 - i) This scope excludes shovel testing, backhoe, and other mechanical means of excavation.

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Preliminary Design Plans (30%) (excluded) (Expected Completion: N/A)	\$0.00 (LS)
B. Intermediate Design Plans (60%) (Expected Completion: 11/18/2024) (assumes 9/17/2024 NTP)	\$34,900.00 (LS)
C. <u>Final Design/Construction Plans (90%, 100%)</u> <u>(Expected Completion: 2/17/2025)</u>	<u>\$88,400.00 (LS)</u>
D. Bid Phase Services (Expected Completion: 3/17/2025)	\$13,900.00 (Hourly, NTE)
E. <u>Construction Phase Services</u>	<u>\$36,700.00 (Hourly, NTE)</u>
<i>Total Basic Services</i>	<i>\$173,900.00</i>

II. Special Services

Descriptive instruments for <u> 0 </u> parcels at <u>\$3,500</u> each:	\$0.00 (NTE)
Design Surveying	\$18,500.00 (NTE)
Stake Centerline for Utility Coordination	\$3,000.00 (NTE)
Water Resources Services (excluded)	\$0.00 (NTE)
Environmental Services	\$11,500.00 (NTE)
Level "A" Subsurface Utility Engineering include Identification for <u>4</u> utilities at \$1,800 each:	\$7,200.00 (EA)
Level "B" Subsurface Utility Engineering include Identifications for <u>400</u> linear feet of roadway at <u>\$50/LF</u> :	\$20,000.00 (NTE)
Geotechnical Investigation & Report (excluded)	\$0.00 (NTE)
<u>Public Meeting</u>	<u>\$3,300.00 (NTE)</u>
<i>Total Authorized Special Services</i>	<i>\$63,500.00</i>

<i>Project Budget, Grand Total (Not-To-Exceed)</i>	<i>\$237,400.00</i>
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EXHIBIT C

GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08" on a full size sheet, and should be a font such as Simplex, Calibri, or Arial.

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed._____
Name of Officer**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

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

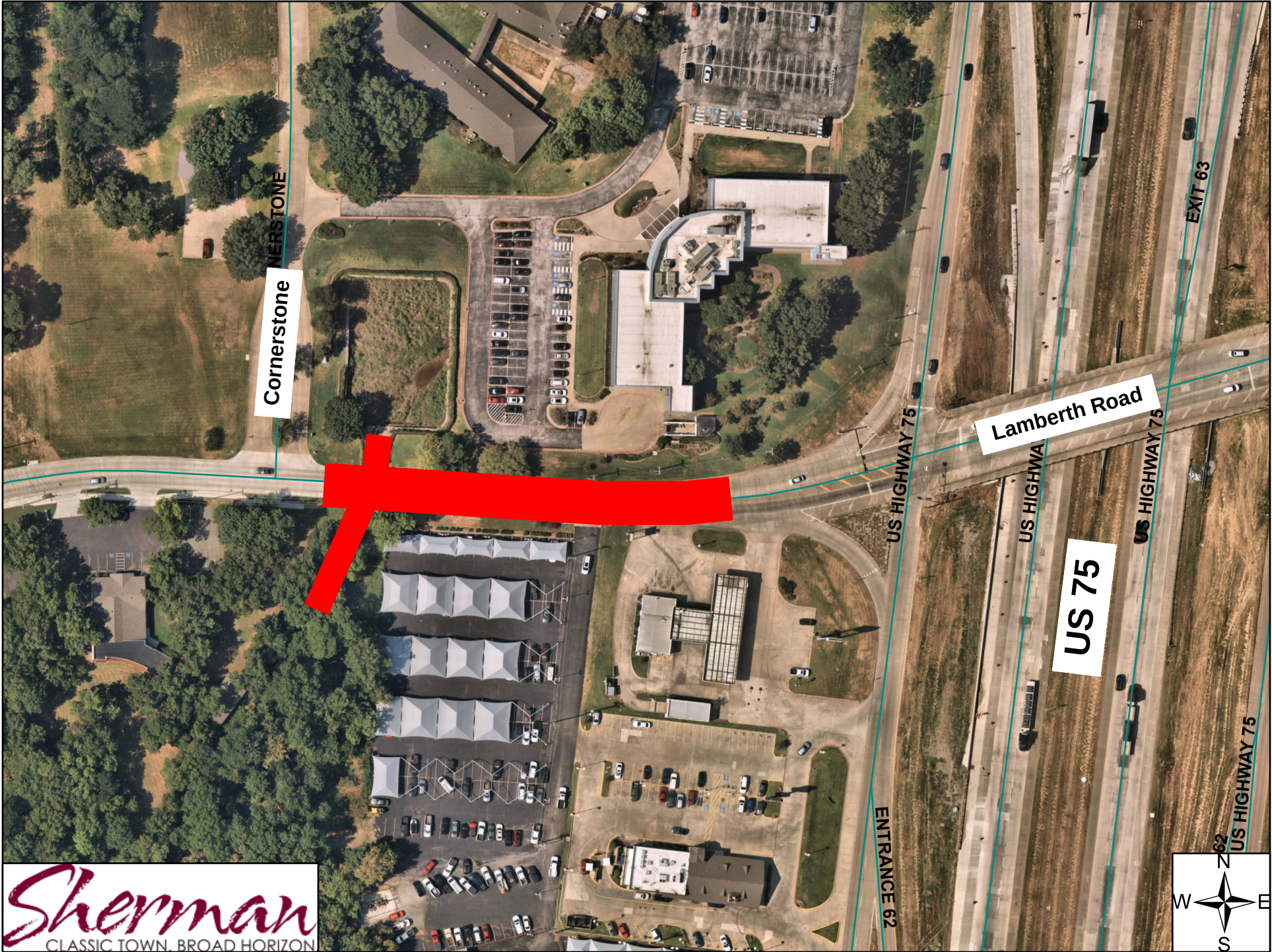
☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7**_____
Signature of vendor doing business with the governmental entity_____
Date



Sherman
CLASSIC TOWN. BROAD HORIZON.





City Council Regular Meeting

Agenda Item No. G.5.

Meeting Date: 9/16/2024

Prepared By: Jana Garner, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

***Resolution No. 7359**

Authorizing Execution of a Joint Grant Application with the City Of Denison, and Grayson County for, and the Acceptance of, A Grant Funding to be Awarded by the U.S. department of Justice Under the 2023 Justice Assistance Grant Program. - CFDA #16.738

Issue:

Seeking approval to submit a joint grant application with the City of Denison and Grayson County for the 2024 Justice Assistance Grant (JAG) Program and approval to accept the award

Background:

This is a companion resolution to a separate agenda item authorizing submission of an application for the 2024 JAG grant, which is also on the September 16, 2024, agenda. Execution of an ILA with the City of Denison and Grayson County is one of the required components of the joint grant application to be submitted under the U.S. Department of Justice's 2024 Justice Assistance Grant Program. The total grant will be \$12,589.00, of which the City of Sherman's portion would be \$7,298.45; the City of Denison's portion would be \$2,491.14; and Grayson County's portion would be \$2,799.41, all to be used for the purchase of law enforcement equipment and/or training.

Origination:

Sherman Police Department

Financial Consideration:

There are no matching requirements for this grant. The City of Denison's and Grayson County's portions of the total grant would be passed through to them.

Staff Recommendation:

The staff recommends approval of this Interlocal Agreement

Alternatives:

The staff recommends submitting the 2024 JAG application and accepted if awarded

Attachments:

1. Resolution No. 7359

RESOLUTION NO. 7359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN JOINT GRANT APPLICATION WITH THE CITY OF DENISON, AND GRAYSON COUNTY FOR, AND THE ACCEPTANCE OF, A GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2024 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the City of Denison and Grayson County for an award the 2024 Justice Assistance Grant, as set forth below and in accordance with the terms and provisions of the Interlocal Agreement attached hereto and incorporated herein for all purposes:

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF SHERMAN, TEXAS on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

**THE LAW FIRM OF
ABERNATHY, ROEDER, BOYD
& HULLETT, P.C**

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



City Council Regular Meeting

Agenda Item No. G.6.

Meeting Date: 9/16/2024

Prepared By: Jana Garner, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*** Resolution No. 7360**

Authorizing Execution of an Interlocal Agreement between the City of Sherman, the City of Denison, and Grayson County for Grant Funding to be Awarded by the U.S. Department of Justice under the 2024 Justice Assistance Grant Program – CFDA #16.738

Issue:

Approving an Interlocal Agreement (ILA) with the City of Denison and Grayson County for Justice Assistance Grant (JAG) funding

Background:

This is a companion resolution to a separate agenda item authorizing submission of an application for the 2024 JAG grant, which is also on the September 16, 2024, agenda. Execution of an ILA with the City of Denison and Grayson County is one of the required components of the joint grant application to be submitted under the U.S. Department of Justice's 2024 Justice Assistance Grant Program. The total grant will be \$12,589.00, of which the City of Sherman's portion would be \$7,298.45; the City of Denison's portion would be \$2,491.14; and Grayson County's portion would be \$2,799.41, all to be used for the purchase of law enforcement equipment and/or training.

Origination:

Sherman Police Department

Financial Consideration:

There are no matching requirements for this grant. The City of Denison's and Grayson County's portions of the total grant would be passed through to them.

Staff Recommendation:

The staff recommends approval of this Interlocal Agreement.

Alternatives:

The Council could decline this grant opportunity.

Attachments:

1. Resolution No. 7360 - 2024 JAG Resolution Interlocal
2. 2024 JAG Interlocal Agreement

RESOLUTION NO. 7360

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, THE CITY OF DENISON, AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2024 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the City of Denison and Grayson County for an award of a portion of a total Twelve Thousand Five Hundred Forty-Eight Dollars and No Cents (\$12,589.00) under the 2024 Justice Assistance Grant, as set forth below and in accordance with the terms and provisions of the Interlocal Agreement attached hereto and incorporated herein for all purposes:

- An award to Grayson County of Two Thousand Seven Hundred Ninety-Nine Dollars and Forty-One Cents (\$2,799.41); and
- An award to the City of Denison of Two Thousand Four Hundred Ninety-One Dollars and Fourteen Cents (\$2,491.14); and
- An award to the City of Sherman of Seven Thousand Two Hundred Ninety-Eight Dollars and Forty-Five Cents (\$7,298.45).

SECTION 2. The City of Sherman's obligations under the Interlocal Agreement are strictly contingent on the City of Sherman receiving grant funds in the amount of \$12,589 within sixty (60) days of the date of the Agreement.

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.

PASSED AND APPROVED on this the 16th day of September 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: _____

NAME: _____

CITY ATTORNEY

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF GRAYSON §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SHERMAN, TEXAS,
THE CITY OF DENISON, TEXAS
AND GRAYSON COUNTY, TEXAS**

2024 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD – CFDA 16.738

THIS AGREEMENT is made and entered into this the 16th day of September, 2024, by and between the **CITY OF SHERMAN, TEXAS**, acting by and through its governing body, the City Council, hereinafter referred to as “**SHERMAN**”, the **CITY OF DENISON, TEXAS**, acting by and through its governing body, the City Council, hereinafter referred to as “**DENISON**” and the **COUNTY OF GRAYSON, TEXAS**, hereinafter referred to as “**GRAYSON**” of Grayson County, State of Texas;

W I T N E S S E T H:

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Sections 791.001-791.033, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, SHERMAN agrees to provide DENISON Two Thousand Four Hundred Ninety-One Dollars and Fourteen Cents (\$2,491.14); and

WHEREAS, SHERMAN agrees to provide GRAYSON Two Thousand Seven Hundred Ninety-Nine Dollars and Forty-One Cents (\$2,799.41); and

WHEREAS, SHERMAN, DENISON and GRAYSON believe it to be in their best interests to reallocate the 2024 JAG funds; and

NOW, THEREFORE, SHERMAN, DENISON and GRAYSON agree as follows:

Section 1. SHERMAN'S obligations under the Interlocal Agreement are strictly contingent on SHERMAN receiving grant funds in the amount of \$12,589 within sixty (60) days of the date of the Agreement.

Section 2. SHERMAN agrees to pay DENISON a total of Two Thousand Four Hundred Ninety-One Dollars and Fourteen Cents (\$2,491.14) of 2024 JAG funds.

Section 3. DENISON agrees to use Two Thousand Four Hundred Ninety-One Dollars and Fourteen Cents (\$2,491.14) for law enforcement equipment and/or training.

Section 4. DENISON agrees that, in the event of loss or misuse of the 2024 JAG Program Award funds, as determined by SHERMAN, DENISON assures that the funds will be returned to SHERMAN in full for return to the U.S. Department of Justice.

Section 5. SHERMAN agrees to pay GRAYSON a total of Two Thousand Seven Hundred Ninety-Nine Dollars and Forty-One Cents (\$2,799.41) of 2024 JAG funds.

Section 6. GRAYSON agrees to use Two Thousand Seven Hundred Ninety-Nine Dollars and Forty-One Cents (\$2,799.41) for the purchase of law enforcement equipment and/or training.

Section 7. GRAYSON agrees that, in the event of loss or misuse of the 2024 JAG Program Award funds, as determined by SHERMAN, GRAYSON assures that the funds will be returned to SHERMAN in full for return to the U.S. Department of Justice.

Section 8. Nothing in the performance of this Agreement shall impose any liability for claims against DENISON other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 9. Nothing in the performance of this Agreement shall impose any liability for claims against GRAYSON other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 10. Nothing in the performance of this Agreement shall impose any liability for claims against SHERMAN other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 11. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 12. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 14. This Agreement is authorized under and governed by the laws of the State of Texas. Venue for any action arising under this Agreement shall lie in state district court, Grayson County, Texas.

Section 15. If, by reason of Force Majeure as hereinafter defined, any party to this Agreement shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the particulars of such Force Majeure to the other parties within a reasonable time after the occurrence thereof. The obligations of the party giving such notice, to the extent affected by such Force Majeure, shall be suspended during the continuance of the inability claimed and for no longer period, and such party shall, in good faith, exercise its best efforts to remove and overcome such inability. The term “Force Majeure” as utilized in this Agreement shall mean and refer to Acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections, riots, epidemics, landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts, or other natural disasters; arrest; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; or other causes not necessarily within the control of the party claiming such inability.

Section 16. This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to all provisions of SHERMAN’S Charter and Ordinances, as amended.

Section 17. The failure of any party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party’s right to insist upon appropriate performance or to assert any such right on any future occasion.

Section 18. It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall hereby be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising during the exercise of governmental powers and functions.

CITY OF SHERMAN, TEXAS

CITY OF DENISON, TEXAS

BY: _____
Robby Hefton, City Manager

BY: _____
Bobby Atteberry, City Manager

ATTEST:

BY: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

BY: _____

NAME: _____
Sherman City Attorney

ATTEST:

BY: _____
Christine Wallentine,
City Clerk/Court Administrator

APPROVED AS TO FORM:

BY: _____

NAME: _____
Denison City Attorney

COUNTY OF GRAYSON, TEXAS

BY: _____
Bruce Dawsey, County Judge

ATTEST:

BY: _____
Deana Patterson, Grayson County Clerk

APPROVED AS TO FORM:

BY: _____

NAME: _____
Attorney for Grayson County



City Council Regular Meeting

Agenda Item No. G.7.

Meeting Date: 9/16/2024

Prepared By: Jana Garner, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*** Resolution No. 7361**

Authorizing Submission of an Application for a Grant Awarded by the Texas Department of Transportation under the Routine Airport Maintenance Program (RAMP) to Fund Improvements at the Sherman Municipal Airport; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

Issue:

Seeking approval to apply for a grant from the Texas Department of Transportation (TxDOT), under the Routine Airport Maintenance Program (RAMP), for improvements at the Sherman Municipal Airport. In addition, requesting designation of the City Manager as the authorized official to accept, reject, alter or terminate the grant on behalf of the City.

Background:

TxDOT offers a matching grant each year for airport improvements such as pavement, signage, drainage, lighting, utility infrastructure, fencing, fuel systems, hangars, security, and other routine maintenance. Improvements must be completed by August 31, 2025, unless otherwise approved by the State.

Origination:

Finance Department

Financial Consideration:

The City will be reimbursed 90% of eligible expenses, up to a maximum reimbursement of \$100,000.00. The expenses will be paid from the Airport Fund.

Staff Recommendation:

City staff recommends submitting the grant application to TxDOT under the Routine Airport Maintenance Program.

Alternatives:

The Council could decline this grant opportunity.

Attachments:

1. Resolution No. 7361
2. RAMP2025

RESOLUTION NO. 7361

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION UNDER THE ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) TO FUND IMPROVEMENTS AT THE SHERMAN MUNICIPAL AIRPORT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY

WHEREAS, the City Council of the City of Sherman, Texas, finds it to be in the best interest of the citizens of Sherman, Texas, to seek grant funds for improvements at the Sherman Municipal Airport; and

WHEREAS, the City Council understands the expected total grant application is estimated at One Hundred Thousand Dollars and No Cents (\$100,000.00); and there is a ten percent (10%) match required by the Texas Department of Transportation; and

WHEREAS, the City Council designates the City Manager as the grantee's authorized official, who is given the power to accept, reject, alter or terminate the grant on behalf of the City;

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a grant application with the Texas Department of Transportation to fund airport maintenance and improvements under the Routine Airport Maintenance Program.

SECTION 2. That the City Manager be and is hereby designated as the City of Sherman's authorized official to accept, reject, alter or terminate the grant on behalf of the City.

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 16th day of September, 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: _____
CITY ATTORNEY

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2501SHRM

Part I - Identification of the Project

TO: The City of Sherman, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Sherman, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the SHERMAN - SHERMAN MUNI Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2025, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Identification of pavement utilization by airplane design group for the entire airport
 5. Equal effectiveness at both towered and non-towered airports
 6. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- C. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.
4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

- a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The City of Sherman, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 2024.

The City of Sherman, Texas
Sponsor

Sponsor Signature

City Manager
Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A

Scope of Services
TxDOT Project ID: M2501SHRM

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The City of Sherman, Texas

Signature

Title: City Manager

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2501SHRM

The City of Sherman does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Sherman, Texas

(Sponsor)

By: _____

Title: City Manager

Date: _____

Certification of State Single Audit Requirements

I, Mary Lawrence do certify that the City of Sherman will comply with all requirements of the State
(Designated Representative)

of Texas Single Audit Act if the City of Sherman spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Sherman will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Chief Financial Officer

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID:

M2501SHRM

The City of Sherman ,
designates,

Mary Lawrence, Chief Financial Officer

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Sherman, Texas

(Sponsor)

By:

Title: City Manager

Date:

DESIGNATED REPRESENTATIVE

Mailing Address:

PO Box 1106

Sherman, TX 75091

Overnight Mailing Address:

PO Box 1106

Sherman, TX 75091

Telephone/Fax Number:

(903) 892-7218 O

(903) 891-0255 F

Email address:

maryl@cityofsherman.com



City Council Regular Meeting

Agenda Item No. G.8.

Meeting Date: 9/16/2024

Prepared By: Leah Roberts, Human Resources Director

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 7362**

Repealing and Replacing Resolution No. 7165; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Firefighters and Police Officers; Providing for an Effective Date

Issue:

As prescribed by Chapter 143 of the Texas Local Government Code, salary and step pay changes have been updated to reflect the current competitive market and cost of living increases.

Background:

Each year and/or as needed, changes to Fire and Police salaries and step pay may change due to market and cost of living changes. These changes must be set by ordinance or resolution from the governing body.

Origination:

Human Resources/Civil Service Director

Financial Consideration:

This Resolution has changes to the salary structure for Civil Service employees. The effects of the proposed changes are included in the recently approved FY2024-25 budget.

Staff Recommendation:

Staff recommends approval of this resolution.

Alternatives:

None

Attachments:

1. Resolution No. 7362
2. DRAFT--Resolution No. 7xxx 24-25 Civil Service Salary Structure

RESOLUTION NO. 7362

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 7165; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 7165, passed and approved on the 18th day of September 2023, is hereby repealed.

SECTION 2. That, from and after the effective date of the 1st day of October 2024, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER - EMT			
Entry	\$5,500.00	N/A	\$5,500.00
1 Year	\$5,500.00	\$300.00	\$5,800.00
2 Year	\$5,500.00	\$550.00	\$6,050.00
3 Year	\$5,500.00	\$800.00	\$6,300.00
4 Year	\$5,500.00	\$1,050.00	\$6,550.00
5 Year	\$5,500.00	\$1,300.00	\$6,800.00
FIREFIGHTER - Paramedic			
Entry	\$6,000.00	N/A	\$6,000.00
1 Year	\$6,000.00	\$250.00	\$6,250.00
2 Year	\$6,000.00	\$600.00	\$6,600.00
3 Year	\$6,000.00	\$850.00	\$6,850.00
4 Year	\$6,000.00	\$1,100.00	\$7,100.00
5 Year	\$6,000.00	\$1,350.00	\$7,350.00
ENGINEER			
Entry	\$7,800.00	N/A	\$7,800.00
1 Year	\$7,800.00	\$300.00	\$8,100.00
2 Year	\$7,800.00	\$600.00	\$8,400.00

CAPTAIN			
Entry	\$8,800.00	N/A	\$8,800.00
1 Year	\$8,800.00	\$250.00	\$9,050.00
2 Year	\$8,800.00	\$500.00	\$9,300.00
BATTALION CHIEF			
Entry	\$9,850.00	N/A	\$9,850.00
1 Year	\$9,850.00	\$250.00	\$10,100.00
2 Year	\$9,850.00	\$500.00	\$10,350.00
DEPUTY CHIEF			
Entry	\$11,250.00	N/A	\$11,250.00
1 Year	\$11,250.00	\$500.00	\$11,750.00
2 Year	\$11,250.00	\$1000.00	\$12,250.00
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$6,400.00	N/A	\$6,400.00
1 Year	\$6,400.00	\$250.00	\$6,650.00
2 Year	\$6,400.00	\$450.00	\$6,850.00
3 Year	\$6,400.00	\$650.00	\$7,050.00
4 Year	\$6,400.00	\$900.00	\$7,300.00
5 Year	\$6,400.00	\$1,150.00	\$7,550.00
6 Year	\$6,400.00	\$1,350.00	\$7,750.00
7 Year	\$6,400.00	\$1,600.00	\$8,000.00
SERGEANT			
Entry	\$8,750.00	N/A	\$8,750.00
1 Year	\$8,750.00	\$250.00	\$9,000.00
2 Year	\$8,750.00	\$550.00	\$9,300.00
3 Year	\$8,750.00	\$800.00	\$9,550.00
LIEUTENANT			
Entry	\$9,800.00	N/A	\$9,800.00
1 Year	\$9,800.00	\$350.00	\$10,150.00
2 Year	\$9,800.00	\$600.00	\$10,400.00
3 Year	\$9,800.00	\$860.00	\$10,660.00
ASSISTANT CHIEF			
Entry	\$11,450.00	N/A	\$11,450.00
1 Year	\$11,450.00	\$500.00	\$11,950.00
2 Year	\$11,450.00	\$900.00	\$12,350.00
3 Year	\$11,450.00	\$1,350.00	\$12,800.00

SECTION 3. That, from and after the effective date of the 1st day of October, 2023, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical

Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

- (b) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.
- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive \$318.40 per month Incentive/Certification Pay.
- (e) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Fire Protection Personnel Standards and Education Certification achieved.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.
- (g) Each employee who holds an associate degree from an accredited college or university shall receive \$75.00 per month Education Incentive Pay.
- (h) Each employee who holds a bachelor's degree from an accredited college or university shall receive \$175.00 per month Education Incentive Pay.
- (i) Each employee who holds a master's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

SECTION 4. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.

3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
 6. All Certifications shall be kept current to receive Incentive/Certification Pay.
 7. Each employee who holds an associate degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
 8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
 9. Each employee who holds a master's degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
 10. Education Incentive Pay shall only be paid for the highest degree received.
- (b) Employees hired after October 1, 2020 shall adopt the following incentive/certification pay schedule:
1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$50.00 per month Incentive/Certification Pay.
 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$100.00 per month Incentive/Certification Pay.
 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$150.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.

5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an associate degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a master's degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

SECTION 5. That eligible pay types are authorized by the City Council below for patrolmen and firefighters.

(a) Seniority Pay – Lateral Entry (prior Police Experience):

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.

4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.
 5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
 6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
- (b) Seniority Pay – Lateral Entry (prior Fire Experience):
1. Seniority Pay is authorized by Chapter 143.041(c)(1) of the Texas Local Government Code.
 2. Applicants for firefighter positions who are hired after December 16, 2018 shall be eligible for Special Longevity pay for lateral entry if they have at least one (1) year of continuous service as a paid, full time certified firefighter as approved by the Fire Chief. A lateral entry applicant shall not have more than a one (1) year break in service from the time the applicant left employment as a certified firefighter as of the date of hire.
 3. Starting Pay: The starting pay for lateral firefighters will be determined based on the number of years of prior qualified service as of the date of hire.
 - i. Lateral entry firefighter's starting pay will be determined based on the commensurate number of years of qualified service at their previous agency or agencies as of the date of hire.
 4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-Section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior fire work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers.

Departmental seniority for lateral entry firefighters will begin on their most recent Civil Service hire date with the Sherman Fire Department.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by fire department policies and Local Civil Service Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

SECTION 6. That detailed rules and regulations for qualifying standards, eligibility and administration of such pay types may be stated within the City and/or Police Department policies and/or Fire Department policies, and/or Local Civil Service Commission Rules and Regulations. Such policies are subject to change as needed and approved by the City Manager for purposes of City policies or by the Chief of Police for purposes for Police Department policies, by the Fire Chief for purposes of Fire Department policies, or by the Local Civil Service Commission for the purposes of Local Civil Service Commission Rules and Regulations.

SECTION 7. 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.

PASSED AND APPROVED on this the 16th day of September 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

RESOLUTION NO. 7165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 7044; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. ~~7044~~7165, passed and approved on the ~~186~~th day of ~~March-September~~ 2023, is hereby repealed.

SECTION 2. That, from and after the effective date of the 1st day of October 202~~3~~4, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER - EMT			
Entry	\$5,300.00 <u>\$5,500.00</u>	N/A	\$5,300.00 <u>\$5,500.00</u>
1 Year	\$5,300.00 <u>\$5,500.00</u>	\$300.00	\$5,600.00 <u>\$5,800.00</u>
2 Year	\$5,300.00 <u>\$5,500.00</u>	\$550.00	\$5,850.00 <u>\$6,050.00</u>
3 Year	\$5,300.00 <u>\$5,500.00</u>	\$800.00	\$6,100.00 <u>\$6,300.00</u>
4 Year	\$5,300.00 <u>\$5,500.00</u>	\$1,050.00	\$6,350.00 <u>\$6,550.00</u>
5 Year	\$5,300.00 <u>\$5,500.00</u>	\$1,300.00	\$6,600.00 <u>\$6,800.00</u>
FIREFIGHTER - Paramedic			
Entry (New)	\$5,700.00 <u>\$6,000.00</u>	N/A	\$5,700.00 <u>\$6,000.00</u>
1 Year (New)	\$5,700.00 <u>\$6,000.00</u>	\$250.00	\$5,950.00 <u>\$6,250.00</u>
2 Year (New)	\$5,700.00 <u>\$6,000.00</u>	\$550.00 <u>\$600.00</u>	\$6,250.00 <u>\$6,600.00</u>
3 Year (New)	\$5,700.00 <u>\$6,000.00</u>	\$800.00 <u>\$850.00</u>	\$6,500.00 <u>\$6,850.00</u>
4 Year (New)	\$5,700.00 <u>\$6,000.00</u>	\$1,000.00 <u>\$1,100.00</u>	\$6,700.00 <u>\$7,100.00</u>
5 Year (New)	\$5,700.00 <u>\$6,000.00</u>	\$1,250.00 <u>\$1,350.00</u>	\$6,950.00 <u>\$7,350.00</u>
ENGINEER			
Entry	\$7,300.00 <u>\$7,800.00</u>	N/A	\$7,300.00 <u>\$7,800.00</u>
1 Year	\$7,300.00 <u>\$7,800.00</u>	\$300.00	\$7,600.00 <u>\$8,100.00</u>
2 Year	\$7,300.00 <u>\$7,800.00</u>	\$500.00 <u>\$600.00</u>	\$7,800.00 <u>\$8,400.00</u>

CAPTAIN			
Entry	\$8,100.00 <u>8,800.00</u>	N/A	\$8,100.00 <u>8,800.00</u>
1 Year	\$8,100.00 <u>8,800.00</u>	\$300.00 <u>250.00</u>	\$8,400.00 <u>9,050.00</u>
2 Year (New)	\$8,100.00 <u>8,800.00</u>	\$500.00	\$8,600.00 <u>9,300.00</u>
BATTALION CHIEF			
Entry	\$9,100.00 <u>9,850.00</u>	N/A	\$9,100.00 <u>9,850.00</u>
1 Year	9,100.00 <u>\$9,850.00</u>	\$200.00 <u>250.00</u>	\$9,300.00 <u>10,100.00</u>
2 Year (New)	\$9,100.00 <u>9,850.00</u>	\$400.00 <u>500.00</u>	\$9,500.00 <u>10,350.00</u>
DEPUTY CHIEF			
Entry	\$10,500.00 <u>11,250.00</u>	N/A	\$10,500.00 <u>11,250.00</u>
1 Year	\$10,500.00 <u>11,250.00</u>	\$300.00 <u>500.00</u>	\$10,800.00 <u>11,750.00</u>
2 Year	\$10,500.00 <u>11,250.00</u>	\$500.00 <u>1000.00</u>	\$11,000.00 <u>12,250.00</u>
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$5,875.00 <u>6,400.00</u>	N/A	\$5,875.00 <u>6,400.00</u>
1 Year	\$5,875.00 <u>6,400.00</u>	\$200.00 <u>250.00</u>	\$6,075.00 <u>6,650.00</u>
2 Year	\$5,875.00 <u>6,400.00</u>	\$375.00 <u>450.00</u>	\$6,250.00 <u>6,850.00</u>
3 Year	\$5,875.00 <u>6,400.00</u>	\$650.00	\$6,525.00 <u>7,050.00</u>
4 Year	\$5,875.00 <u>6,400.00</u>	\$900.00	\$6,775.00 <u>7,300.00</u>
5 Year	\$5,875.00 <u>6,400.00</u>	\$1,150.00	\$7,025.00 <u>7,550.00</u>
6 Year	\$5,875.00 <u>6,400.00</u>	\$1,425.00 <u>1,350.00</u>	\$7,300.00 <u>7,750.00</u>
7 Year	\$5,875.00 <u>6,400.00</u>	\$1,750.00 <u>1,600.00</u>	\$7,625.00 <u>8,000.00</u>
CORPORAL			
—1 Year	\$7,700.00	N/A	\$7,700.00
—2 Year	\$7,700.00	\$200.00	\$7,900.00
SERGEANT			
Entry	\$8,000.00 <u>8,750.00</u>	N/A	\$8,000.00 <u>8,750.00</u>
1 Year	\$8,000.00 <u>8,750.00</u>	\$400.00 <u>250.00</u>	\$8,400.00 <u>9,000.00</u>
2 Year	\$8,000.00 <u>8,750.00</u>	\$750.00 <u>550.00</u>	\$8,750.00 <u>9,300.00</u>
3 Year	\$8,000.00 <u>8,750.00</u>	\$1,000.00 <u>800.00</u>	\$9,000.00 <u>9,550.00</u>
LIEUTENANT			
Entry	\$9,250.00 <u>9,800.00</u>	N/A	\$9,250.00 <u>9,800.00</u>
1 Year	\$9,250.00 <u>9,800.00</u>	\$250.00 <u>350.00</u>	\$9,500.00 <u>10,150.00</u>
2 Year	\$9,250.00 <u>9,800.00</u>	\$500.00 <u>600.00</u>	\$9,750.00 <u>10,400.00</u>
3 Year	\$9,250.00 <u>9,800.00</u>	\$850.00 <u>860.00</u>	\$10,100.00 <u>10,660.00</u>
ASSISTANT CHIEF			
Entry	\$10,700.00 <u>11,450.00</u>	N/A	\$10,700.00 <u>11,450.00</u>
1 Year	\$10,700.00 <u>11,450.00</u>	\$400.00 <u>500.00</u>	\$11,100.00 <u>11,950.00</u>
2 Year	\$10,700.00 <u>11,450.00</u>	\$800.00 <u>900.00</u>	\$11,500.00 <u>12,350.00</u>
3 Year	\$10,700.00 <u>11,450.00</u>	\$1,200.00 <u>1,350.00</u>	\$11,900.00 <u>12,800.00</u>

SECTION 3. That, from and after the effective date of the 1st day of October, 2023, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical

Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

- (b) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.
- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive \$318.40 per month Incentive/Certification Pay.
- (e) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Fire Protection Personnel Standards and Education Certification achieved.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.
- (g) Each employee who holds an associate degree from an accredited college or university shall receive \$75.00 per month Education Incentive Pay.
- (h) Each employee who holds a bachelor's degree from an accredited college or university shall receive \$175.00 per month Education Incentive Pay.
- (i) Each employee who holds a master's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

SECTION 4. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.

3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
 6. All Certifications shall be kept current to receive Incentive/Certification Pay.
 7. Each employee who holds an associate degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
 8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
 9. Each employee who holds a master's degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
 10. Education Incentive Pay shall only be paid for the highest degree received.
- (b) Employees hired after October 1, 2020 shall adopt the following incentive/certification pay schedule:
1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$50.00 per month Incentive/Certification Pay.
 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$100.00 per month Incentive/Certification Pay.
 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$150.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.

5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an associate degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a master's degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

SECTION 5. That eligible pay types are authorized by the City Council below for patrolmen and firefighters.

(a) Seniority Pay – Lateral Entry (prior Police Experience):

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.

4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.
 5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
 6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
- (b) Seniority Pay – Lateral Entry (prior Fire Experience):
1. Seniority Pay is authorized by Chapter 143.041(c)(1) of the Texas Local Government Code.
 2. Applicants for firefighter positions who are hired after December 16, 2018 shall be eligible for Special Longevity pay for lateral entry if they have at least one (1) year of continuous service as a paid, full time certified firefighter as approved by the Fire Chief. A lateral entry applicant shall not have more than a one (1) year break in service from the time the applicant left employment as a certified firefighter as of the date of hire.
 3. Starting Pay: The starting pay for lateral firefighters will be determined based on the number of years of prior qualified service as of the date of hire.
 - i. Lateral entry firefighter's starting pay will be determined based on the commensurate number of years of qualified service at their previous agency or agencies as of the date of hire.
 4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-Section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior fire work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers.

Departmental seniority for lateral entry firefighters will begin on their most recent Civil Service hire date with the Sherman Fire Department.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by fire department policies and Local Civil Service Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

SECTION 6. That detailed rules and regulations for qualifying standards, eligibility and administration of such pay types may be stated within the City and/or Police Department policies and/or Fire Department policies, and/or Local Civil Service Commission Rules and Regulations. Such policies are subject to change as needed and approved by the City Manager for purposes of City policies or by the Chief of Police for purposes for Police Department policies, by the Fire Chief for purposes of Fire Department policies, or by the Local Civil Service Commission for the purposes of Local Civil Service Commission Rules and Regulations.

SECTION 7. 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.

PASSED AND APPROVED on this the 1⁶⁸th day of September 202⁴³.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. G.9.

Meeting Date: 9/16/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7363**

Authorizing Execution of An Easement to Oncor Electric Delivery Company, LLC for the Installation of Overhead and/or Underground Electric Supply to the Wastewater Treatment Plant Expansion

Issue:

Authorizing Execution of An Easement to Oncor Electric Delivery Company, LLC for the Installation of Overhead and/or Underground Electric Supply to the Wastewater Treatment Plant Expansion.

Background:

As a part of the construction of the Wastewater Treatment Plant Expansion, Oncor Electric Delivery must install a new service line from FM 1417 through the Plant to Post Oak Road. This service line will provide startup power to the new expansion. Permanent power will be supplied by the Medium Voltage Project expected to bid this fall.

Origination:

Oncor Electric Delivery Company, LLC
City Manager's Office

Financial Consideration:

None

Staff Recommendation:

It is recommended that the easement be approved and that the City Manager be authorized to execute the documents.

Alternatives:

As may be directed by the Council

Attachments:

1. Resolution No. 7363
2. WWTP Oncor 10' Easement

RESOLUTION NO. 7363

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE INSTALLATION OF OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY FOR THE CITY OF SHERMAN WASTEWATER TREATMENT PLANT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Easement to Oncor Electric Delivery Company, LLC for the installation of overhead and/or underground electric supply for the City of Sherman Wastewater Treatment Plant.

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 16th day of September 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

PT #: _____
District: Texoma
WO #: 24261963
ER # _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GRAYSON §

That **CITY OF SHERMAN, TEXAS**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2024.

GRANTOR: CITY OF SHERMAN, TEXAS

By: _____
Clint Philpott
Assistant City Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Clint Philpott, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of CITY OF SHERMAN, TEXAS, as the Assistant City Manager thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

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

Notary Public in and for the State of Texas

EXHIBIT "A"

NOTES:

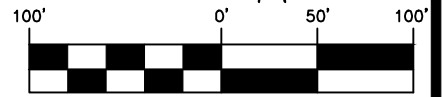
- THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 70368-02 BY PAPE-DAWSON ENGINEERS, LLC.
- THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
VOL. VOLUME
PG. PAGE
NO. NUMBER
R.O.W. RIGHT-OF-WAY
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS

SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"
FOUND MONUMENT (AS DESCRIBED)
UTILITY POLE
GUY ANCHOR
IRON PIPE

UP
I.P.



SCALE: 1" = 100'

CITY OF SHERMAN
VOL. 928, PG. 357
(CALLED 27.58 ACRES)
O.P.R.G.C.T.

CITY OF SHERMAN
VOL. 945, PG. 352
(CALLED 1.24 ACRES)
O.P.R.G.C.T.

CITY OF SHERMAN
VOL. 1601, PG. 354
(CALLED 15.24 ACRES)
O.P.R.G.C.T.

1.350 ACRES
(58,800 SQ. FT. MORE OR LESS)
(TRACT 1)

JOHN KITCHEN SURVEY
ABSTRACT NO. 673

P.O.B.
(TRACT 1)
1/2" SIRC

5/8" I.P. BEARS: S17°12'20"E 0.65'

POST OAK ROAD
VARIABLE WIDTH R.O.W.
(NO RECORD INFO FOUND)
S76°51'52"W 865.20'

P.O.C.
(TRACT 2)

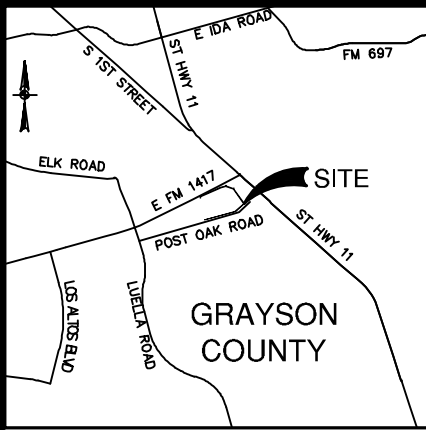
P.O.B.
(TRACT 2)
1/2" SIRC

CITY OF SHERMAN
VOL. 2516, PG. 797
(CALLED 137.4 ACRES)
O.P.R.G.C.T.

0.034 ACRES
(1,500 SQ. FT. MORE OR LESS)
(TRACT 2)

MATCHLINE - SEE SHEET 2

LOCATION MAP
NOT-TO-SCALE



HMI - SHERMAN 221
LLC
A TEXAS LIMITED
LIABILITY COMPANY
INST NO. 2023-5061
(CALLED 8.99 ACRES)
O.P.R.G.C.T.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N11°24'24"W	10.02'
L2	S02°57'40"W	41.50'
L3	N87°02'20"W	20.00'
L4	N02°57'40"E	53.87'
L5	N01°18'07"E	22.27'
L6	S89°15'49"E	20.00'
L7	S01°18'07"W	22.64'
L8	N36°13'48"E	23.03'
L9	S52°13'03"E	20.01'
L10	S36°13'48"W	22.42'

LINE TABLE		
LINE	BEARING	LENGTH
L11	N48°40'25"E	20.09'
L12	S35°57'11"E	20.09'
L13	S48°40'25"W	20.09'
L14	S35°57'11"E	20.09'
L15	S48°40'25"W	20.09'
L16	N35°57'11"W	20.09'
L17	S14°46'34"E	49.69'
L18	S75°13'26"W	50.00'
L19	N14°46'34"W	30.00'
L20	N75°13'26"E	50.00'
L21	S14°46'34"E	30.00'

PAPE-DAWSON ENGINEERS

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

09/05/2024

PAGE 1 OF 8
JOB No.: 70368-02

EXHIBIT "A"

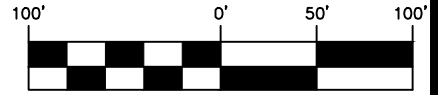
NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 70368-02 BY PAPE-DAWSON ENGINEERS, LLC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

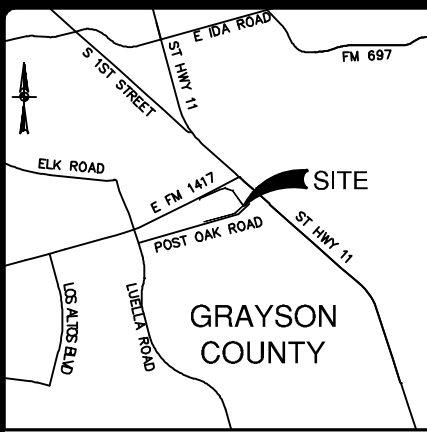
LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
VOL. VOLUME
PG. PAGE
NO. NUMBER
R.O.W. RIGHT-OF-WAY
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS

○ SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"
● FOUND MONUMENT (AS DESCRIBED)
⊙ UTILITY POLE
→ GUY ANCHOR
I.P. IRON PIPE



SCALE: 1" = 100'



LOCATION MAP
NOT-TO-SCALE

CITY OF SHERMAN
VOL. 928, PG. 357
(CALLED 27.58 ACRES)
O.P.R.G.C.T.

JOHN KITCHEN SURVEY
ABSTRACT NO. 673

1.350 ACRES

(58,800 SQ. FT. MORE OR LESS)
(TRACT 1)

MATCHLINE - SEE SHEET 3

CITY OF SHERMAN
VOL. 945, PG. 352
(CALLED 1.24 ACRES)
O.P.R.G.C.T.

N74°50'44"E 1072.57'
S74°50'44"W 1098.23'

POST OAK ROAD
VARIABLE WIDTH R.O.W.
(NO RECORD INFO FOUND)

CITY OF SHERMAN
VOL. 1950, PG. 432
(CALLED 38.373 ACRES)
O.P.R.G.C.T.

CITY OF SHERMAN
VOL. 2516, PG. 797
(CALLED 137.43 ACRES)
O.P.R.G.C.T.

MATCHLINE - SEE SHEET 1

LINE TABLE		
LINE	BEARING	LENGTH
L1	N11°24'24"W	10.02'
L2	S02°57'40"W	41.50'
L3	N87°02'20"W	20.00'
L4	N02°57'40"E	53.87'
L5	N01°18'07"E	22.27'
L6	S89°15'49"E	20.00'
L7	S01°18'07"W	22.64'
L8	N36°13'48"E	23.03'
L9	S52°13'03"E	20.01'
L10	S36°13'48"W	22.42'

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L13	S48°40'25"W	20.09'
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L15	S48°40'25"W	20.09'
L16	N35°57'11"W	20.09'
L17	S14°46'34"E	49.69'
L18	S75°13'26"W	50.00'
L19	N14°46'34"W	30.00'
L20	N75°13'26"E	50.00'
L21	S14°46'34"E	30.00'



6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

09/05/2024

PAGE 2 OF 8
JOB No.: 70368-02

EXHIBIT "A"

NOTES:

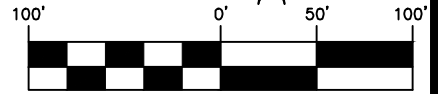
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LEGEND:

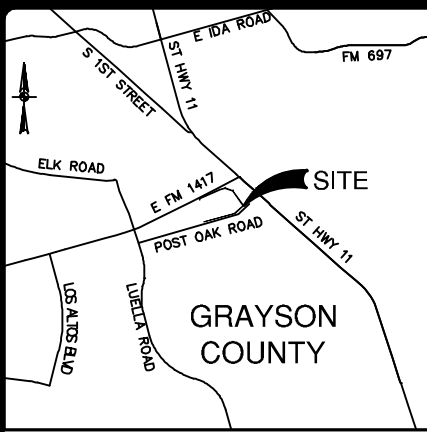
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
VOL. VOLUME
PG. PAGE
NO. NUMBER
R.O.W. RIGHT-OF-WAY
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS

○
● UP
●
→ I.P.

SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"
FOUND MONUMENT (AS DESCRIBED)
UTILITY POLE
GUY ANCHOR
IRON PIPE



SCALE: 1" = 100'



LOCATION MAP
NOT-TO-SCALE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N11°24'24"W	10.02'
L2	S02°57'40"W	41.50'
L3	N87°02'20"W	20.00'
L4	N02°57'40"E	53.87'
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L8	N36°13'48"E	23.03'
L9	S52°13'03"E	20.01'
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LINE TABLE		
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L18	S75°13'26"W	50.00'
L19	N14°46'34"W	30.00'
L20	N75°13'26"E	50.00'
L21	S14°46'34"E	30.00'

CITY OF SHERMAN
VOL. 928, PG. 357
(CALLED 27.58 ACRES)
O.P.R.G.C.T.

JOHN KITCHEN SURVEY
ABSTRACT NO. 673

MATCHLINE - SEE SHEET 4

1.350 ACRES
(58,800 SQ. FT. MORE OR LESS)
(TRACT 1)

L11
L12
L13
L14
L15
L16

20.0'

N74°50'44"E 1072.57'
S74°50'44"W 1098.23'

POST OAK ROAD
VARIABLE WIDTH R.O.W.
(NO RECORD INFO FOUND)

MATCHLINE - SEE SHEET 2

PAPE-DAWSON ENGINEERS

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

09/05/2024

PAGE 3 OF 8
JOB No.: 70368-02

REFERENCE:

EXHIBIT "A"

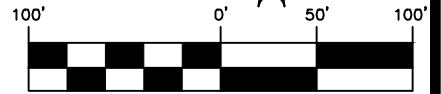
NOTES:

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LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
VOL. VOLUME
PG. PAGE
NO. NUMBER
R.O.W. RIGHT-OF-WAY
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS

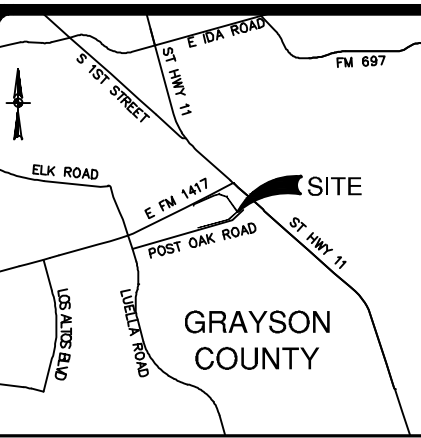
SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"
FOUND MONUMENT (AS DESCRIBED)
UTILITY POLE
GUY ANCHOR
IRON PIPE



SCALE: 1" = 100'

LOCATION MAP

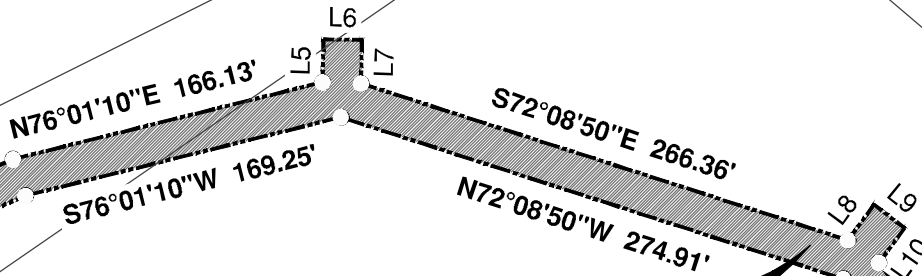
NOT-TO-SCALE



EAST FM 1417
VARIABLE WIDTH R.O.W.
VOL. 1124, PG. 254

CITY OF SHERMAN
VOL. 1167, PG. 519
(CALLED 3.06 ACRES)
O.P.R.G.C.T.

MATCHLINE - SEE SHEET 5



1.350 ACRES

(58,800 SQ. FT. MORE OR LESS)

(TRACT 1)

CITY OF SHERMAN
VOL. 928, PG. 357
(CALLED 27.58 ACRES)
O.P.R.G.C.T.

20.0'

S35°57'11"E 612.64'
N35°57'11"W 618.55'

MATCHLINE - SEE SHEET 3

LINE TABLE

LINE	BEARING	LENGTH
L1	N11°24'24"W	10.02'
L2	S02°57'40"W	41.50'
L3	N87°02'20"W	20.00'
L4	N02°57'40"E	53.87'
L5	N01°18'07"E	22.27'
L6	S89°15'49"E	20.00'
L7	S01°18'07"W	22.64'
L8	N36°13'48"E	23.03'
L9	S52°13'03"E	20.01'
L10	S36°13'48"W	22.42'

LINE TABLE

LINE	BEARING	LENGTH
L11	N48°40'25"E	20.09'
L12	S35°57'11"E	20.09'
L13	S48°40'25"W	20.09'
L14	S35°57'11"E	20.09'
L15	S48°40'25"W	20.09'
L16	N35°57'11"W	20.09'
L17	S14°46'34"E	49.69'
L18	S75°13'26"W	50.00'
L19	N14°46'34"W	30.00'
L20	N75°13'26"E	50.00'
L21	S14°46'34"E	30.00'

JOHN KITCHEN SURVEY
ABSTRACT NO. 673



6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

09/05/2024

PAGE 4 OF 8
JOB No.: 70368-02

EXHIBIT "A"

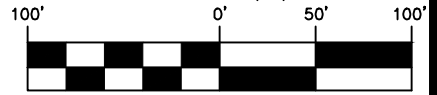
NOTES:

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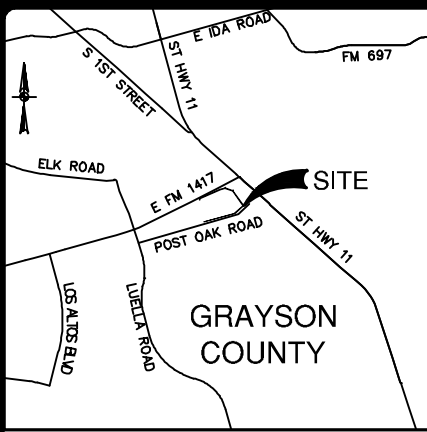
LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
VOL. VOLUME
PG. PAGE
NO. NUMBER
R.O.W. RIGHT-OF-WAY
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS

○ SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"
● FOUND MONUMENT (AS DESCRIBED)
● UTILITY POLE
→ GUY ANCHOR
I.P. IRON PIPE



SCALE: 1" = 100'



LOCATION MAP
NOT-TO-SCALE

JAMES E. FORSTER
VOL. 3118, PG. 479
(CALLED 97.5 ACRES)
O.P.R.G.C.T.

JOHN KITCHEN SURVEY
ABSTRACT NO. 673

1.350 ACRES

(58,800 SQ. FT. MORE OR LESS)
(TRACT 1)

EAST FM 1417
VARIABLE WIDTH R.O.W.
VOL. 1124, PG. 254

CITY OF SHERMAN
VOL. 1167, PG. 519
(CALLED 3.06 ACRES)
O.P.R.G.C.T.

CITY OF SHERMAN
VOL. 928, PG. 357
(CALLED 27.58 ACRES)
O.P.R.G.C.T.

POWER POLE AS-BUILT
IN FIELD BY PAPE-DAWSON
08/16/2024

GUY WIRE AS-BUILT
IN FIELD BY PAPE-DAWSON
08/16/2024

CITY OF SHERMAN
VOL. 1601, PG. 354
(CALLED 15.24 ACRES)
O.P.R.G.C.T.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N11°24'24"W	10.02'
L2	S02°57'40"W	41.50'
L3	N87°02'20"W	20.00'
L4	N02°57'40"E	53.87'
L5	N01°18'07"E	22.27'
L6	S89°15'49"E	20.00'
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L8	N36°13'48"E	23.03'
L9	S52°13'03"E	20.01'
L10	S36°13'48"W	22.42'

LINE TABLE		
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L13	S48°40'25"W	20.09'
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L16	N35°57'11"W	20.09'
L17	S14°46'34"E	49.69'
L18	S75°13'26"W	50.00'
L19	N14°46'34"W	30.00'
L20	N75°13'26"E	50.00'
L21	S14°46'34"E	30.00'

MATCHLINE - SEE SHEET 4



6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

09/05/2024

PAGE 5 OF 8
JOB No.: 70368-02

EXHIBIT "A"**TRACT 1-1.350 ACRES (58,800 SQUARE FEET)**

BEING A TRACT OF LAND, SITUATED IN THE JOHN KITCHEN SURVEY, ABSTRACT NO. 673, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 1.248 ACRE TRACT DESCRIBED IN A DEED TO CITY OF SHERMAN RECORDED IN VOLUME 945, PAGE 352 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS (O.P.R.G.C.T.), ALSO BEING A PART OF A CALLED 27.58 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CITY OF SHERMAN RECORDED IN VOLUME 928, PAGE 357 (O.P.R.G.C.T.), ALSO BEING A PART OF A CALLED 15.240 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CITY OF SHERMAN RECORDED IN VOLUME 1601, PAGE 354 (O.P.R.G.C.T.), AND ALSO BEING PART OF A CALLED 3.06 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF SHERMAN RECORDED IN VOLUME 1167, PAGE 519 (O.P.R.G.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID 1.248 ACRE TRACT A FROM WHICH A FOUND 5/8 INCH IRON PIPE BEARS S 17°12'20" E, A DISTANCE OF 0.65 FEET, ALSO BEING A POINT IN THE EAST LINE OF SAID 15.240 ACRE TRACT, AND ALSO BEING ON THE NORTH LINE OF POST OAK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), NO RECORD INFORMATION FOUND;

THENCE N 11°24'24" W, ALONG THE EAST LINE OF SAID 15.24 ACRE TRACT AND THE WEST LINE OF SAID 1.248 ACRE TRACT A DISTANCE OF 10.02 TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

THENCE OVER AND ACROSS SAID 1.248 ACRE TRACT, SAID 27.58 ACRE TRACT, SAID 3.059 ACRE TRACT AND SAID 15.24 ACRE TRACT THE FOLLOWING COURSES:

N 74°50'44" E, A DISTANCE OF 1072.57 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

N 48°40'25" E, A DISTANCE OF 414.89 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

N 35°57'11" W, A DISTANCE OF 618.55 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

N 72°08'50" W, A DISTANCE OF 274.91 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

S 76°01'10" W, A DISTANCE OF 169.25 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

S 66°26'03" W, A DISTANCE OF 760.21 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

S 02°57'40" W, A DISTANCE OF 41.50 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

N 87°02'20" W, A DISTANCE OF 20.00 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

N 02°57'40" E, A DISTANCE OF 53.87 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" FROM WHICH A FOUND 1 INCH IRON PIPE BEARS N 60°24'45" E, A DISTANCE OF 332.30 FEET BEING A NORTHERLY CORNER IN THE NORTH LINE OF SAID 3.06 ACRE TRACT AND ALSO BEING A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF EAST 1417 (A VARIABLE WIDTH RIGHT-OF-WAY), AS RECORDED IN VOLUME 1124, PAGE 254 (O.P.R.G.C.T.);

N 66°26'03" E, A DISTANCE OF 774.28 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

N 76°01'10" E, A DISTANCE OF 166.13 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

N 01°18'07" E, A DISTANCE OF 22.27 FEET;

S 89°15'49" E, A DISTANCE OF 20.00 FEET;
 S 01°18'07" W, A DISTANCE OF 22.64 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";
 S 72°08'50" E, A DISTANCE OF 266.36 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";
 N 36°13'48" E, A DISTANCE OF 23.03 FEET;
 S 52°13'03" E, A DISTANCE OF 20.01 FEET;
 S 36°13'48" W, A DISTANCE OF 22.42 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";
 S 35°57'11" E, A DISTANCE OF 612.64 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";
 N 48°40'25" E, A DISTANCE OF 20.09 FEET;
 S 35°57'11" E, A DISTANCE OF 20.09 FEET;
 S 48°40'25" W, A DISTANCE OF 20.09 FEET;
 S 35°57'11" E, A DISTANCE OF 20.09 FEET;
 S 48°40'25" W, A DISTANCE OF 20.09 FEET;
 N 35°57'11" W, A DISTANCE OF 20.09 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";
 S 48°40'25" W, A DISTANCE OF 394.98 FEET BEING THE SOUTH LINE OF SAID 27.58 ACRE TRACT, SAME BEING THE NORTH RIGHT-OF-WAY LINE OF POST OAK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) NO RECORDING INFORMATION FOUND;
THENCE S 74°50'44" W, ALONG THE SOUTH LINE OF SAID 27.58 ACRE TRACT AND THE NORTH LINE OF SAID POST OAK ROAD, A DISTANCE OF 1098.23 FEET TO THE **POINT OF BEGINNING**, AND **CONTAINING** 1.350 ACRES OR 58,800 SQUARE FEET OF LAND MORE OR LESS, AND BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON GROUND AND ACCOMPANIED BY AN EXHIBIT OR SURVEY MAP PREPARED UNDER JOB NUMBER **70368-02** BY PAPE DAWSON ENGINEERS, LLC.

TRACT 2-0.0344 ACRE (1,500 SQUARE FEET)

BEING ACRE A TRACT OF LAND, SITUATED IN THE JOHN KITCHEN SURVEY, ABSTRACT NO. 673, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 137.43 ACRE TRACT DESCRIBED IN A DEED TO CITY OF SHERMAN RECORDED IN VOLUME 2516, PAGE 797 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS (O.P.R.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID 1.24 ACRE TRACT FROM WHICH A FOUND 5/8 INCH IRON PIPE BEARS S 17°12'20" E, A DISTANCE OF 0.65 FEET, ALSO BEING A POINT IN THE EAST LINE OF SAID 15.240 ACRE TRACT OF LAND, AND ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF POST OAK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) NO RECORDING INFORMATION FOUND;

THENCE S 14°46'34" E, OVER AND ACROSS SAID 137.43 ACRE TRACT AND SAID POST OAK ROAD, A DISTANCE OF 49.69 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SAME BEING THE **POINT OF BEGINNING** FROM WHICH A FOUND 1/2 INCH STEEL ROD BEARS S 76°51'52" W, A DISTANCE OF 865.20 FEET BEING THE NORTHWEST CORNER OF SAID 137.4 ACRE TRACT ALSO BEING THE NORTHEAST CORNER OF A 8.99 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HMI SHERMAN 221 LLC A TEXAS RECORDED IN INSTRUMENT NO. 2023-5061 AND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF SAID POST OAK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE N 75°13'26" E, A DISTANCE OF 50.00 FEET;

THENCE S 14°46'34" E, A DISTANCE OF 30.00 FEET TO A SET 1/2 INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON";

THENCE S 75°13'26" W, A DISTANCE OF 50.00 FEET;

THENCE N 14°46'34" W, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**, AND **CONTAINING** 0.0344 OF AN ACRE OR 1,500 SQUARE FEET OF LAND MORE OR LESS AND BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON GROUND AND ACCOMPANIED BY AN EXHIBIT OR SURVEY MAP PREPARED UNDER JOB NUMBER **70368-02** BY PAPE DAWSON ENGINEERS, LLC.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202) FROM NORTH AMERICAN DATUM 1983 (NA2011) EPOCH 2010.00.

FOR PAPE DAWSON ENGINEERS, LLC.

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

KYLE R. REINER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 7099
FIRM REGISTRATION NO. 10028800
PAPE DAWSON ENGINEERS, LLC.
6105 TENNYSON PARKWAY, SUITE 210
PLANO, TEXAS 75024
TELE. 214-420-8494
EMAIL: KREINER@PAPE-DAWSON.COM

CERTIFICATION DATE: 09/04/2024



City Council Regular Meeting

Agenda Item No. G.10.

Meeting Date: 9/16/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7364**

Amending the 2023-2024 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2023 through September 30, 2024

Issue:

Appropriating additional funds to increase the fiscal year (FY) 2023-2024 budget for year-end expenditure reconciliation.

Background:

Annually, when applicable, the staff requests a year-end budget reconciliation of projected revenues and expenditures in order to ensure that our final year-end expenses are not greater than what we are authorized to spend. Additional revenues of about \$2.9 million include interfund transfers of about \$2.5 million in addition to revenue realized in some of the minor funds. Additional expenses of about \$10.6 million include \$2.6 million for well repairs, about \$2.0 in transfers, about \$900k for demolition work, and expenses related to solid waste (disposal fees and truck repairs).

	Revenue
9-1-1- Fund	
Grant	
	Grant Revenue for
	Dispatch Consoles
	\$ 200,000
Equipment Services	
Equipment Service Revenue	
	Equipment Service
	Revenue
	\$ 600,000
General Imp-City Funds	
Transfers In	
	Separate City funds from
	bond proceeds
	\$ 1,431,809
Hotel Tax	
Transfers In	
	Concerts
	\$ 450,000
TIRZ #3	
Interest Income	

	Interest Income	\$	2,200
Property Tax			
	Property Tax	\$	265,144
Grand Total		\$	2,949,153

			Expenditures
9-1-1- Fund			
Equipment			
	Dispatch consoles (grant funded)	\$	200,000
Equipment Services			
Equipment Repair & Maintenance			
	Solid Waste truck repairs; hail damage	\$	600,000
Fleet Replacement			
Automotive Equipment			
	Neighborhood Services Truck & trailer, Management Truck, (2) Explorers for PD, 8-yrd dump from 2024	\$	384,000
General			
Accidents			
	Hail Damage	\$	200,000
Appraisal District			
	Appraisal District	\$	112,000
Auto Parts			
	Repairs	\$	100,000
Grants Awarded			
	Main Street Sales Tax Grants	\$	120,000
Other Services & Charges			
	Additional Mowing	\$	525,000
Professional Services			
	Audit	\$	32,500
	Engineering	\$	550,000
	Plan Review Services; Housing Study; Downtown Corridors	\$	170,000
Repairs			
	HVAC replacements; electrical; roofs; fire alarms	\$	350,000

Transfers Out		
	Hotel Tax Fund	\$ 450,000
General Imp-Bond Funds		
Transfers Out		
	To City-funded Capital Projects	\$ 1,431,809
General Imp-City Funds		
General Improvements		
	Southgate Apartments	\$ 892,000
Hotel Tax		
Other Services & Charges		
	Beach Boys	\$ 450,000
Police Pride		
K-9 Replacement Dog		
	K-9 Replacement Dog	\$ 25,000
Solid Waste		
Accidents		
	Accidents	\$ 100,000
Auto Parts		
	Truck Repairs	\$ 200,000
Disposal Fees		
	CSW Disposal	\$ 650,000
Stormwater		
Professional Services		
	Engineering	\$ 50,000
TIRZ #2		
Grants Awarded		
	DBIG Grants	\$ 200,000
TIRZ #3		
General Improvements		
	Economic Development Grant in TIRZ #3	\$ 400,000
Transfers Out		
	Close fund	\$ 120,000
Utility		
Well Repairs		
	Well Repairs	\$ 2,300,000
Grand Total		\$ 10,612,309

Origination:
Mary Lawrence, CFO

Financial Consideration:

The amendment adds about \$10.6 million in appropriations across all funds.

Staff Recommendation:

Staff recommends approval.

Alternatives:

The Council could suggest changes to the amendment.

Attachments:

1. Resolution No. 7364 - Budget Amendment 2023-34
2. Fund Statements Budget Amendment 2024

RESOLUTION NO. 7364

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2023-2024 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the 2023-2024 budget of the City of Sherman, Texas, be amended as shown below, appropriating and/or allocating the below-described funds in the amounts indicated:

Annually, when applicable, the staff requests a year-end budget reconciliation of projected revenues and expenditures in order to ensure that our final year-end expenses are not greater than what we are authorized to spend. Additional revenues of about \$2.9 million include interfund transfers of about \$2.5 million in addition to revenue realized in some of the minor funds. Additional expenses of about \$10.6 million include \$2.6 million for well repairs, about \$2.0 in transfers, about \$900k for demolition work, and expenses related to solid waste (disposal fees and truck repairs).

	Revenue	
9-1-1- Fund		
Grant		
	Grant Revenue for Dispatch Consoles	\$ 200,000
Equipment Services		
Equipment Service Revenue		
	Equipment Service Revenue	\$ 600,000
General Imp-City Funds		
Transfers In		
	Separate City funds from bond proceeds	\$ 1,431,809
Hotel Tax		
Transfers In		
	Concerts	\$ 450,000
TIRZ #3		
Interest Income		
	Interest Income	\$ 2,200

	Property Tax		
	Property Tax	\$	265,144
Grand Total		\$	2,949,153

		Expenditures	
9-1-1- Fund			
Equipment			
	Dispatch consoles (grant funded)	\$	200,000
Equipment Services			
Equipment Repair & Maintenance			
	Solid Waste truck repairs; hail damage	\$	600,000
Fleet Replacement			
Automotive Equipment			
	Neighborhood Services Truck & trailer, Management Truck, (2) Explorers for PD, 8-yrd dump from 2024	\$	384,000
General			
Accidents			
	Hail Damage	\$	200,000
Appraisal District			
	Appraisal District	\$	112,000
Auto Parts			
	Repairs	\$	100,000
Grants Awarded			
	Main Street Sales Tax Grants	\$	120,000
Other Services & Charges			
	Additional Mowing	\$	525,000
Professional Services			
	Audit	\$	32,500
	Engineering	\$	550,000
	Plan Review Services; Housing Study; Downtown Corridors	\$	170,000
Repairs			

	HVAC replacements; electrical; roofs; fire alarms	\$	350,000
Transfers Out			
General Imp-Bond Funds	Hotel Tax Fund	\$	450,000
Transfers Out			
General Imp-City Funds	To City-funded Capital Projects	\$	1,431,809
General Improvements			
Hotel Tax	Southgate Apartments	\$	892,000
Other Services & Charges			
Police Pride	Beach Boys	\$	450,000
K-9 Replacement Dog			
Solid Waste	K-9 Replacement Dog	\$	25,000
Accidents			
Auto Parts	Accidents	\$	100,000
Disposal Fees	Truck Repairs	\$	200,000
Stormwater	CSW Disposal	\$	650,000
Professional Services			
TIRZ #2	Engineering	\$	50,000
Grants Awarded			
TIRZ #3	DBIG Grants	\$	200,000
General Improvements			
Transfers Out	Economic Development Grant in TIRZ #3	\$	400,000
Utility			
Well Repairs	Close fund	\$	120,000

	Well Repairs	\$	2,300,000
Grand		\$	10,612,309
Total			

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of September, 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

City of Sherman
GENERAL FUND

	Adjusted Budget 2023-2024	Budget Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ 11,837,249		\$ 11,837,249	\$ 17,992,626
Revenues				
Property Tax	15,239,400	-	15,239,400	14,573,400
Sales Tax	31,250,000	-	31,250,000	30,077,000
Franchise Tax	3,362,000	-	3,362,000	3,081,000
Other Taxes	172,500	-	172,500	176,500
Fines & Penalties	624,200	-	624,200	628,000
Recreation	328,500	-	328,500	406,000
Licenses & Permits	2,576,000	-	2,576,000	2,329,292
Rentals	1,850	-	1,850	5,430
Cemetery	217,600	-	217,600	256,100
Sales & Service	1,686,296	-	1,686,296	2,512,706
Ambulance Service	1,332,000	-	1,332,000	1,881,500
Interest Income	340,000	-	340,000	650,000
Grant Revenue	58,200	-	58,200	66,845
Intergovernmental	769,650	-	769,650	838,202
Miscellaneous Revenue	229,100	-	229,100	432,900
Total Revenues	58,187,296	-	58,187,296	57,914,875
Transfers In	5,224,583	-	5,224,583	6,798,155
Total Revenues and Transfers In	63,411,879	-	63,411,879	64,713,030
Total Funds Available	75,249,128	-	75,249,128	82,705,656
Expenditures				
Personnel	41,638,990	-	41,638,990	41,793,400
Supplies	2,277,543	-	2,277,543	2,283,995
Repair & Maintenance	3,010,470	350,000	3,360,470	3,933,900
Utilities	1,372,690	-	1,372,690	1,322,100
Information Technology	1,469,120	-	1,469,120	1,395,610
Services & Charges	7,205,208	1,509,500	8,714,708	7,882,377
Vehicle Usage	2,618,387	300,000	2,918,387	2,705,838
Capital Expenses	1,279,663	-	1,279,663	1,116,730
Fleet Services & Charges	1,815,453	-	1,815,453	1,901,807
Transfers Out	1,000,000	450,000	1,450,000	1,750,000
Total Expenditures	63,687,524	2,609,500	66,297,024	66,085,757
Excess Revenues over Expenditures	(275,645)	(2,609,500)	(2,885,145)	(1,372,727)
Ending Fund Balance	\$ 11,561,604		\$ 8,952,104	\$ 16,619,899

City of Sherman
UTILITY FUND

	Adjusted Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Reserve	\$ 5,268,132		\$ 5,268,132	\$ 7,264,060
Revenues				
Water Sales	16,850,000	-	16,850,000	18,120,000
Sewer Sales	11,920,000	-	11,920,000	10,228,000
Laboratory	183,000	-	183,000	133,500
Service Charges & Penalties	670,000	-	670,000	625,000
Charges for Services	300,000	-	300,000	235,000
Interest Income	100,000	-	100,000	110,000
Intergovernmental	410,335	-	410,335	410,335
Miscellaneous Revenue	77,000	-	77,000	92,000
Debt Proceeds	-	-	-	-
Total Revenues	30,510,335	-	30,510,335	29,953,835
Transfers In	1,538,092	-	1,538,092	1,835,092
Total Revenues and Transfers In	32,048,427	-	32,048,427	31,788,927
Total Funds Available	37,316,559			39,052,987
Expenditures				
Personnel	8,719,960	-	8,719,960	8,557,749
Supplies	2,517,128	-	2,517,128	2,356,491
Repair & Maintenance	3,483,134	2,300,000	5,783,134	4,948,560
Utilities	2,219,890	-	2,219,890	2,275,800
Information Technology	411,200	-	411,200	390,620
Debt Service	7,311,010	-	7,311,010	7,311,006
Services & Charges	1,903,777	-	1,903,777	1,883,425
Vehicle Usage	599,096	-	599,096	584,488
Fleet Services & Charges	187,800	-	187,800	187,800
Capital Expenses	265,718	-	265,718	290,714
Total Expenditures	27,618,713	2,300,000	29,918,713	28,786,653
Transfers Out	3,456,458	-	3,456,458	3,456,458
Total Expenditures and Transfers Out	31,075,171	2,300,000	33,375,171	32,243,111
Excess Revenues over Expenditure	973,256	(2,300,000)	(1,326,744)	(454,184)
Ending Reserve	\$ 6,241,388		\$ 3,941,388	\$ 6,809,875

City of Sherman
GENERAL IMPROVEMENT FUND - City Funds

	Adjusted Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ -		\$ -	\$ -
Revenues				
Transfers In	1,000,000	1,431,809	2,431,809	4,224,977
Intergovernmental	-	-	-	-
Grant Revenue	-	-	-	-
Interest Income	-	-	-	10,000
Miscellaneous Revenue	-	-	-	50,000
Debt Proceeds	468,426	-	468,426	468,426
Total Revenues	1,468,426	1,431,809	2,900,235	4,753,403
Total Funds Available	1,468,426	1,431,809	2,900,235	4,753,403
Expenditures				
Capital Expenses	1,071,722	892,000	1,963,722	1,700,000
Services & Charges	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	1,071,722	892,000	1,963,722	1,700,000
Excess Revenues over Expenditures	396,704	539,809	936,513	3,053,403
Ending Fund Balance	\$ 396,704		\$ 936,513	\$ 3,053,403

City of Sherman
GENERAL IMPROVEMENT FUND - Bond Funds

	Adjusted Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ 87,248,866		\$ 87,248,866	\$ 85,892,906
Revenues				
Transfers In	3,200,000	-	3,200,000	1,800,000
Intergovernmental	-	-	-	-
Grant Revenue	4,600,000	-	4,600,000	-
Interest Income	600,000	-	600,000	5,000,000
Miscellaneous Revenue	1,500,000	-	1,500,000	-
Debt Proceeds	35,000,000	-	35,000,000	19,000,000
Total Revenues	44,900,000	-	44,900,000	25,800,000
Total Funds Available	44,900,000	-	44,900,000	25,800,000
Expenditures				
Capital Expenses	74,568,966	-	74,568,966	35,000,000
Services & Charges	200,000	-	200,000	150,000
Transfers Out	50,516	1,431,809	1,482,325	2,775,493
Total Expenditures	74,819,482	1,431,809	76,251,291	37,925,493
Excess Revenues over Expenditures	(29,919,482)	(1,431,809)	(31,351,291)	(12,125,493)
Ending Fund Balance	\$ 117,168,348	\$ 1,431,809	\$ 118,600,157	\$ 98,018,399

City of Sherman
TIRZ #3 CONSTRUCTION FUND

	Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ -		\$ -	\$ 250,228
Revenues				
Property Tax	-	265,144	265,144	265,144
Interest Income	-	2,200	2,200	2,200
Total Revenues	-	267,344	267,344	267,344
Total Funds Available	-	267,344	267,344	267,344
Expenditures				
Capital Expenses	-	400,000	400,000	400,000
Transfers Out	-	120,000	120,000	117,572
Total Expenditures	-	520,000	520,000	517,572
Excess Revenues over Expenditures	-	(252,656)	(252,656)	(250,228)
Ending Fund Balance	\$ -		\$ (252,656)	\$ 0

City of Sherman
TIRZ #2 CONSTRUCTION FUND

	Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ 416,865		\$ 416,865	\$ 474,092
Revenues				
Property Tax	357,653	-	357,653	388,720
Rentals	10,000	-	10,000	1,000
Interest Income	40,000	-	40,000	35,000
Total Revenues	407,653	-	407,653	424,720
Total Funds Available	824,518	-	824,518	898,812
Expenditures:				
Services & Charges	50,000	200,000	250,000	250,000
Capital Expenses	270,000	-	270,000	270,000
Transfers Out	200,000	-	200,000	200,000
Total Expenditures	520,000	200,000	720,000	720,000
Excess Revenues over Expenditures	(112,347)	(200,000)	(312,347)	(295,280)
Ending Fund Balance	\$ 304,518		\$ 104,518	\$ 178,812

**City of Sherman
STORMWATER FUND**

	Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ (269,664)		\$ (269,664)	\$ (230,909)
Revenues				
Sales & Service	904,000	-	904,000	880,000
Fines & Penalties	-	-	-	-
Interest Income	7,000	-	7,000	-
Transfers In	-	-	-	3,000
Total Revenues	911,000	-	911,000	883,000
Total Funds Available	641,336	-	641,336	652,091
Expenditures				
Personnel	208,900	-	208,900	208,900
Supplies	8,659	-	8,659	12,990
Repair & Maintenance	62,750	-	62,750	62,750
Utilities	790	-	790	880
Information Technology	5,660	-	5,660	5,380
Services & Charges	16,316	50,000	66,316	26,032
Capital Expenses	55,000	-	55,000	-
Vehicle Usage	24,808	-	24,808	38,492
Transfers Out	273,000	-	273,000	273,000
Fleet Services & Charges	-	-	-	55,000
Total Expenditures	655,883	50,000	705,883	683,424
Excess Revenues over Expenditures	255,117	(50,000)	205,117	199,577
Ending Fund Balance	\$ (14,547)	\$ (50,000)	\$ (64,547)	\$ (31,333)

City of Sherman
EMERGENCY 9-1-1 FUND

	Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ 205,578		\$ 205,578	\$ 476,062
Revenues				
Sales & Service	310,000	-	310,000	350,000
Grant Revenue	98,898	200,000	298,898	323,000
Interest Income	25,000	-	25,000	26,000
Total Revenues	433,898	200,000	633,898	699,000
Total Funds Available	639,476	200,000	839,476	1,175,062
Expenditures				
Personnel	108,370	-	108,370	108,363
Supplies	-	-	-	-
Repair & Maintenance	-	-	-	-
Services & Charges	180,973	-	180,973	135,000
Capital Expenses	-	200,000	200,000	188,000
Total Expenditures	289,343	200,000	489,343	431,363
Excess Revenues over Expenditures	144,555	-	144,555	267,637
Ending Fund Balance	\$ 350,133	\$ -	\$ 350,133	\$ 743,699

**City of Sherman
POLICE PRIDE FUND**

	Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ 21,977		\$ 21,977	\$ 21,665
Revenues				
Miscellaneous Revenue	10,500	-	10,500	11,300
Grant Revenue	-	-	-	-
Interest Income	1,600	-	1,600	400
Total Revenues	12,100	-	12,100	11,700
Total Funds Available	34,077	-	34,077	33,365
Expenditures				
Supplies	-	-	-	-
Services & Charges	- 5,000	-	5,000	5,000
Capital Expenses	-	25,000	25,000	19,500
Total Expenditures	5,000	25,000	30,000	24,500
Excess Revenues over Expenditures	7,100	(25,000)	(17,900)	(12,800)
Ending Fund Balance	\$ 29,077		\$ 4,077	\$ 8,865

City of Sherman
HOTEL/MOTEL TAX FUND

	Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ (85,393)		\$ (85,393)	\$ (28,222)
Revenues				
Hotel-Motel Taxes	775,000	-	775,000	773,000
Fines & Penalties	-	-	-	-
Miscellaneous Revenue	1,500	-	1,500	1,500
Interest Income	-	-	-	100
Sales & Service	60,000	-	60,000	60,000
Rentals	17,000	-	17,000	17,000
Grant Revenue	-	-	-	-
Transfers In	-	450,000	450,000	258,000
Total Revenues	853,500	450,000	1,303,500	1,109,600
Total Funds Available	768,107	450,000	1,218,107	- 1,081,378
Expenditures				
Personnel	260,480	-	260,480	244,419
Supplies	20,050	-	20,050	10,550
Repair & Maintenance	30,000	-	30,000	4,500
Utilities	32,580	-	32,580	29,680
Information Technology	21,270	-	21,270	5,380
Services & Charges	284,000	450,000	734,000	744,325
Vehicle Usage	10,230	-	10,230	8,917
Capital Expenses	-	-	-	10,000
Transfers Out	103,000	-	103,000	109,000
Total Expenditures	761,610	450,000	1,211,610	1,166,771
Excess Revenues over Expenditures	91,890	-	91,890	- (57,171)
Ending Fund Balance	\$ 6,497		\$ 6,497	\$ (85,393)

City of Sherman
EQUIPMENT SERVICES FUND

	Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ 637,294		\$ 637,294	\$ (75,745)
Revenues				
Equipment Service Revenue	4,803,443	600,000	5,403,443	5,212,580
Miscellaneous Revenue	-	-	-	13,000
Transfers In	-	-	-	46,000
Total Revenues	4,803,443	600,000	5,403,443	5,271,580
Total Funds Available	4,803,443	600,000	5,403,443	5,271,580
Expenditures				
Personnel	1,120,411	-	1,120,411	1,232,808
Supplies	1,264,772	-	1,264,772	1,377,233
Repair & Maintenance	2,014,126	600,000	2,614,126	2,100,000
Utilities	19,056	-	19,056	22,500
Information Technology	55,710	-	55,710	59,130
Services & Charges	344,645	-	344,645	423,102
Capital Expenses	10,500	-	10,500	20,000
Fleet Services & Charges	75,000	-	75,000	75,000
Vehicle Usage	20,010	-	20,010	-
Transfers Out	7,000	-	7,000	-
Total Expenditures	4,931,231	600,000	5,531,231	5,309,773
Excess Revenues over Expenditures	(127,788)	-	(127,788)	(38,193)
Ending Fund Balance	\$ 509,506		\$ 509,506	\$ (113,938)

City of Sherman
FLEET REPLACEMENT FUND

	Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ 3,291,335		\$ 3,291,335	\$ 2,986,411
Revenues				
Fleet Replacement Revenue	2,180,253	-	2,180,253	2,266,607
Property Tax	1,940,000	-	1,940,000	1,940,000
Interest Income	125,000	-	125,000	90,000
Debt Proceeds	3,532,790	-	3,532,790	3,522,446
Miscellaneous Revenue	300,000	-	300,000	300,000
Total Revenues	8,078,043	-	8,078,043	8,119,053
Total Funds Available	11,369,378	-	11,369,378	11,105,464
Expenditures				
Debt Service	2,696,705	-	2,696,705	2,680,951
Services & Charges	77,250	-	77,250	64,000
Capital Expenses	7,606,624	384,000	7,990,624	7,944,386
Total Expenditures	10,380,579	384,000	10,764,579	10,689,337
Excess Revenues over Expenditure:	(2,302,536)	(384,000)	(2,686,536)	(2,570,284)
Ending Fund Balance	\$ 988,799		\$ 604,799	\$ 416,127

City of Sherman
SOLID WASTE FUND

	Adjusted Budget 2023-2024	Amendment	Amended Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ 1,663,043		\$ 1,663,043	\$ 1,880,126
Revenues				
Solid Waste Service	8,012,000	-	8,012,000	8,867,000
Service Charges & Penalties	125,000	-	125,000	125,000
Interest Income	67,000	-	67,000	63,000
Miscellaneous Revenue	787,000	-	787,000	1,010,000
Transfers In	-	-	-	80,000
Total Revenues	8,991,000	-	8,991,000	10,145,000
Total Funds Available	10,654,043	-	10,654,043	12,025,126
Expenditures				
Personnel	2,542,630	-	2,542,630	2,404,154
Supplies	435,338	-	435,338	452,780
Repair & Maintenance	54,721	-	54,721	51,788
Utilities	71,470	-	71,470	67,690
Information Technology	115,050	-	115,050	109,290
Services & Charges	2,920,197	650,000	3,570,197	3,276,938
Vehicle Usage	1,552,451	300,000	1,852,451	1,878,968
Capital Expenses	173,000	-	173,000	68,686
Fleet Services & Charges	47,000	-	47,000	47,000
Transfers Out	1,865,661	-	1,865,661	1,865,661
Total Expenditures	9,777,518	950,000	10,727,518	10,222,955
Excess Revenues over Expenditures	(786,518)	(950,000)	(1,736,518)	(77,955)
Ending Fund Balance	\$ 876,525		\$ (73,475)	\$ 1,802,171



City Council Regular Meeting

Agenda Item No. G.11.

Meeting Date: 9/16/2024

Prepared By: Nate Strauch, Community and Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7365**

Authorizing Execution of a Second Payment of Funds Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations to 124 S. Crockett Street to David Downtain, D/B/A RP Sherman Properties II, LLC

Issue:

Authorizing Execution of a Second Payment of Funds Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations to 124 S. Crockett Street to David Downtain, D/B/A RP Sherman Properties II, LLC

Background:

The Sherman City Council previously approved a grant for improvements 124 S Crockett, aka "La Piazza restaurant." That project has exceeded the threshold for a second grant under the DBIG program. State purchasing laws require a second resolution to authorize the disbursement.

1) 5/1/2023 Resolution 7059 - \$50,000

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

The project is eligible for a DBIG grant in the amount of \$50,000.

Staff Recommendation:

As the application meets the requirements of the program, it is recommended that the City Council consider an award to David Downtain, d/b/a RP Sherman Properties II, LLC, in the amount of \$50,000.

Alternatives:

As directed by Council.

Attachments:

1. Resolution No 7365.
2. Resolution No. 7059

RESOLUTION NO. 7365

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SECOND PAYMENT OF FUNDS UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS TO 124 S CROCKETT STREET TO DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with David Downtain, d/b/a RP Sherman Properties II, LLC for improvements to 124 S. Crockett under the City of Sherman's Downtown Building Improvement Grant Program, 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 16th day of September 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

RESOLUTION NO. 7059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS TO 124 S CROCKETT 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.

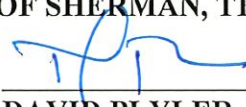
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

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 an agreement with David Downtain, d/b/a RP Sherman Properties II, LLC for improvements to 124 S. Crockett under the City of Sherman's Downtown Building Improvement Grant Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 1st day of May 2023.

CITY OF SHERMAN, TEXAS

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

Downtown Building Improvement Grant Application and Agreement

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, and historical pictures, if available.

I. Applicant Information

1. Applicant(s) name: RP Sherman Properties II, LLC
Mailing address: 1200 N East Street
City: Sherman State: TX Zip: 75090
2. Applicant's daytime telephone number: 972-832-8011
E-mail address: ddowntown@risenproperties.com
3. Status of applicant (please check one)
☒ X Property owner with vacant facility
☐ Property owner with tenant business
☐ Property owner/operator of existing business on property
☐ Property tenant with property owner consent
☐ Property deed, lease, or other document evidencing applicant's status
5. Length of ownership/ lease: 1 year, 8 months
Date purchased/ leased: 7/22/2021

II. Property Information

1. Address of property to be improved: 124 Crockett St. Sherman TX 75090
2. Legal description of subject property:
OTP SHERMAN, BLOCK 4, LOT PT 6, 31.9X125(C) 3987.5 SF
3. Grayson County Tax Assessor Parcel Number(s):
Property ID: 161869
4. Year built: Early 1900's Square footage: 6,570
(Eligible buildings must be at least 50 years of age.)
6. What are the current types of businesses or other uses occupying the building?
None Presently
7. Name and phone number of tenant(s), if applicable: Radoniqi, LLC – Nick (318-537-5657)

(Attach additional names/numbers, if needed)

8. Use of building after construction: La Piazza Ristorante Italiano
9. Number of parking spaces provided: 0 Proposed: 0 Total: 0
10. Current zoning: Central Business District C-1
11. Is a zoning amendment required? Yes No X

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans.

Description: This building has been various things in the past. Most recently a retail outlet, previously law offices for several decades. We are pleased to have signed a lease with an exciting Italian restaurant with roots dating back to in Little Italy in New York.

The building requires major updates to Electrical, Plumbing (including Grease Trap) and Mechanical systems. Additionally, a Fire Sprinkler will be added while new Kitchen, Restrooms and Dining Room renovations are completed.

<u> </u> Designs Attached	<u> </u> "Before" Picture(s) Attached
----------------------------	--

2. How many jobs will be **retained** once the project is completed?
 Full-time positions Part-time positions
3. How many **new positions** will result from this project? 14
8 Full-time positions 6 Part-time positions

IV. Work Estimates

Please attach a minimum of two (2) independent contractor estimates for the proposed improvements. Please note that grant funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/Company and Phone Number of Preferred Contractor:
D2 Builders, LP 940-289-0200
Amount: \$303,000
2. Name/Company and Phone Number of Second Contractor:
Joe Tully, PintrailRestoration.com 469-642-9910
Amount: \$356,800
3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: \$310,000
5. Estimated completion date for your improvements? 11/2023

VI. Agreement of Applicant and Property Owner

I/We, RP Sherman Properties II, LLC, of the City of Sherman, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Sherman Downtown Building Improvement Grant Program. In exchange for the City of Sherman's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Sherman employees and agents to perform inspections of my/our property if granted funds under the City of Sherman Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Sherman is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Sherman, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Sherman and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury,

death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.


Applicant or Authorized Agent of Applicant

Property Owner (if different from Applicant)
or Authorized Agent of Property Owner

VII. Consent of the Owner to the Use and Disclosure of Information

I/We, RP Sherman Properties II, LLC, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Sherman, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. *(Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)*

4/24/23
Date


Signature of Owner(s)

124 S. Crockett - Improvements

Plans/Permits	12,200
Demolition	8,800
Plumbing	26,100
Grease Trap	32,000
Electrical	31,500
HVAC	38,000
Fire Sprinklers	37,000
Restrooms	18,000
Kitchen	24,000
Interior	21,000
Mechanical	7,500
Refigeration	19,000
Common	13,700
Misc.	<u>14,200</u>
	303,000



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 9/16/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Site Plan of Heritage Ranch Multi-Family Phase 1, Tract 1, consisting of 14.650 acres of land located in the 300-1000 Blocks West Highway 82 in the Heritage Ranch PD (Planned Development)/75&82 Overlay District.

Issue:

Site Plan of Heritage Ranch Multi-Family Phase 1, Tract 1, consisting of 14.650 acres located in the Heritage Ranch PD (Planned Development)/75&82 Overlay District, (300-1000 Blocks West Highway 82).

Background:

The applicant is proposing to develop 312 multifamily units at this location in Heritage Ranch.

The following was approved for this location:

600-1900 Blocks West Highway 82

- 12/15/2020 - Planned Development for Heritage Ranch Development

300-1000 Blocks West Highway 82

- 9/19/2023 - Final Plat of Heritage Ranch, Phase 1

Origination:

Jason Brumm, SHA Heritage Ranch, LLC (Owner)

Shay Geach, P.E. (Representative)

Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

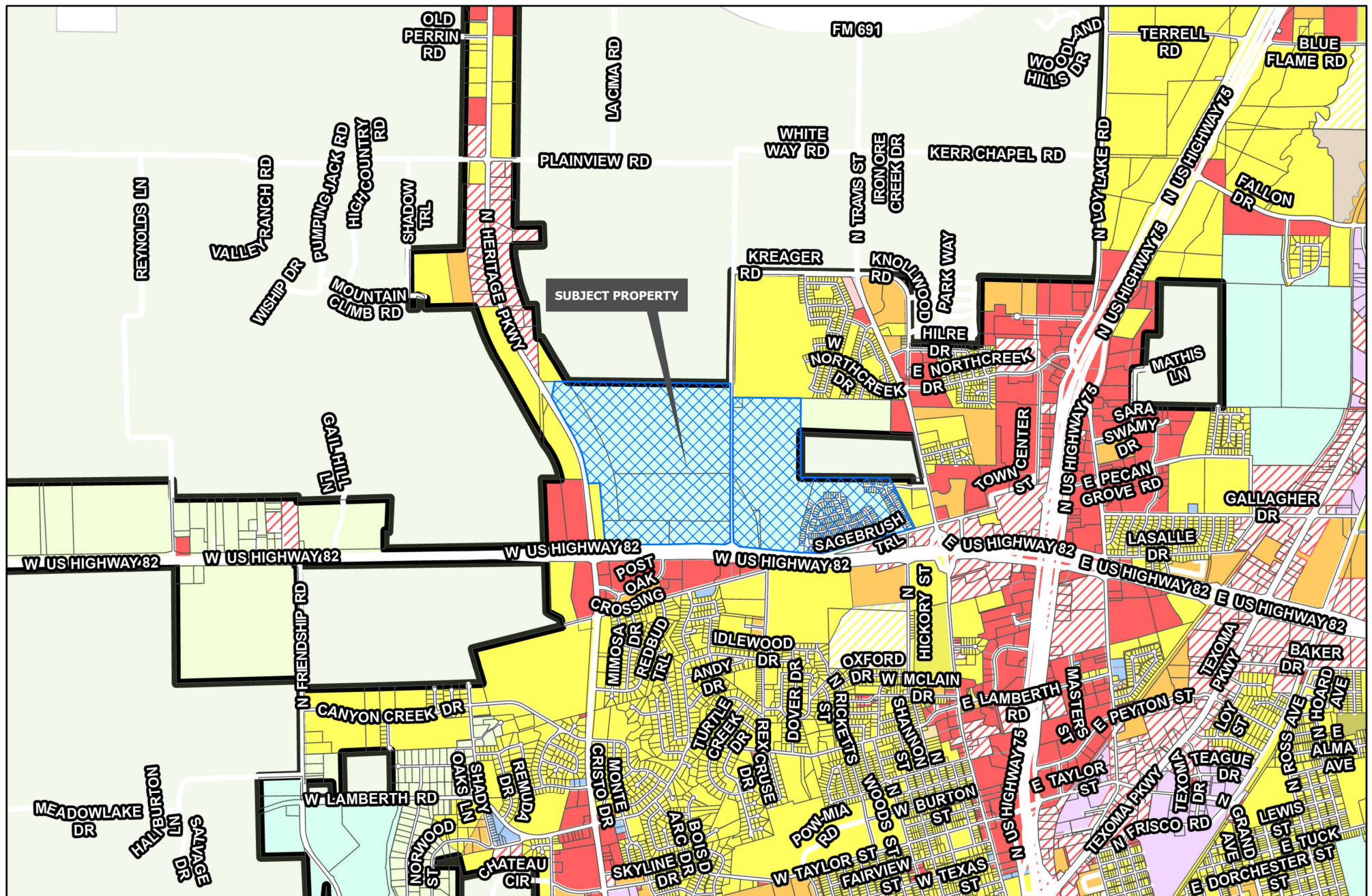
At the August 20, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Site Plan be approved. **Staff recommends that Council approve this item conditional on the approval of Ordinance No._____.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Location Map
2. Zoning Map
3. Survey
4. Site Plan
5. Landscape Plan
6. Building Elevations
7. ROW Sections



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 | Road Names All |
|  R-4 Patio Home Residential |  C-1 Retail Business |  Planning & Zoning |
|  R-2F Duplex Residential |  C-2 General Commercial | |
|  R-TH Townhome Residential |  M-1 Light Manufacturing | |

CITY OF SHERMAN
ZONING MAP
HERITAGE RANCH PD
300-1000 BLKS W HWY 82



GENERAL LANDSCAPE NOTES

- All finished grades to be approved by the landscape architect prior to the installation of any plant material.
- Plant material to be approved by the landscape architect prior to installation.
- All tree locations to be staked by the landscape contractor and approved by the landscape architect prior to any holes being dug.
- The contractor is to provide a 2 lb. sample of the proposed mulch for review and approval by the landscape architect & owner. The contractor shall provide 100% coverage of non-paved areas within the limits of construction.
- For all tree planting that encounters hardpan/caliche, provide separate unit price to install trees with an auger.
- It is the responsibility of the landscape contractor to inform the landscape architect of any plant material concerns based on the planting season. (E.G. Summer vs. Winter) Should the landscape contractor have any concerns about the plant material due to heat or frost exposure, the installer shall request a substitution or delay in planting. Once planted, all plant material is subject to specified warranties.
- All deciduous trees to be unconditionally guaranteed for 1 year after installation. All other plants shall be guaranteed for a minimum period of 90 days from the date of final approval by the City/Owner. Any plant materials not approved by the City/Owner prior to October 1st of the calendar year (in which they are installed) shall be further guaranteed until May 20th of the following calendar year.
- Trees, shrubs, groundcovers, vines, and turf which have to be replaced under the terms of the guarantee shall be guaranteed for an additional 90 days from the date of replacement.
- The landscape contractor shall be responsible for providing all finished grades, and for maintaining positive drainage away from all buildings during the finish grading process. All slopes not to exceed 4:1 in landscape areas.
- Under no circumstance shall any tree be planted within 6'-0" of any building without the express written approval of the landscape architect.
- Trees and shrubs shall be placed a minimum of 6'-0" from public accessways, utility cabinets, and fire hydrants.
- Shrubs must be, at maturity, 6'-0" from the rear of a fire hydrant. No material, other than groundcovers, may be placed between a fire hydrant and the street or roadway, or 6'-0" on either side. Field verify all hydrant locations with the civil engineering plans.
- All site improvements, including landscape and site clean-up, must be completed prior to final approval or certificate of occupancy.
- Trees adjacent to pedestrian walkways should have a minimum canopy clearance of 6'-8".
- The landscape contractor shall coordinate all construction with the appropriate utility companies and shall be responsible for all damage to utilities.
- The landscape contractor shall be responsible for the fine grading of all planting areas. Ensure positive drainage off of landscape berms.
- The landscape contractor shall verify all material quantities. In the event of a discrepancy, the quantities on the plan will take precedence.
- Groundcover, when used, should extend under adjacent shrubs and trees.
- All planting areas shall be fertilized with 12 lbs./1,000 s.f. of 10-10-10 fertilizer.
- All planting beds (or mulch beds) shall be sprayed with Round-Up (or equal) prior to installation of the mulch.
- The landscape contractor shall provide the owner with written instructions on the proper care of all specified plant materials prior to final payment.
- Field adjustments may be required to avoid conflicts with proposed utilities or other site appurtenances. Notify the landscape architect prior to any field adjustments.
- All vegetative material must meet the American Standard for Nursery Stock sponsored by the American Association of Nurserymen and be approved by the American National Standards Institute, Inc. (ANSI).
- All new landscaping shall be in conformance with the standards of city ordinances.
- All planting shall be properly irrigated.
- All landscape islands to be excavated to a minimum depth of 24 inches.

GENERAL IRRIGATION NOTES

- The irrigation plan is diagrammatic and it shall be the irrigation contractor's responsibility to adjust the location of or watering rate of any head or drip emitter to provide full and adequate coverage or to add additional heads as necessary to ensure 100% coverage to turf and optimum growing conditions for all plant material. Contractor to assume liability for insufficient irrigation.
- Submit shop drawings of proposed system, layout and any pre-agreed upon equipment and/or layout modification for LA approval prior to installation.
- Submit as-built record drawings illustrating complete irrigations system to LA/Owner Rep. at time of completion of construction and prior to final payment.
- Locate parts and equipment (elec. valves, gate valves, flush valves, quick coupler valves and controllers) for LA approval prior to installation.
- Install all drip irrigation components as per manufacturer's requirements. All trenching within the dripline of existing trees is to be done by hand. Mo mechanical trencher shall be used in these areas and no roots larger than 1-½" in diameter shall be cut. Contact the landscape architect if a problem arises.
- The irrigation system has been designed for 65 psi. The irrigation contractor shall verify the water pressure in the field and notify the landscape architect immediately should a discrepancy exist.
- Irrigation heads and components shall be located a minimum of 24 inches from all buildings to avoid adverse performance of foundations and slabs due to the shrinking and swelling of clay sub-soils.
- In areas where spray heads are zones with rotor heads use appropriate rotary nozzles to match precipitation rates.
- Mainline may be shown diagrammatically. Contractor shall locate all mainline along sidewalks, within curblines, and inside property lines. Sleeves shall be provided by contractor wherever mainline or lateral lines cross under sidewalks or roadways, even if not indicated on plan. Sleeve sizes are to be 6" for mainline and 4" for lateral lines unless otherwise indicated. Additional sleeves may be indicated on plans to carry control wires.
- The irrigation contractor shall size the pipe according to the pipe schedule. Gallons per minute are calculated by the combined emission head output downline from pipe being sized.
- All valve boxes (irrigation, gate valves, flush cap, water features, control wire etc.) are to be placed in mulch/decomposed granite/planting areas. Under no circumstances are the valve boxes to be placed in a lawn or hardscape area. Box/lid color to match adjacent granite/surface material as closely as possible.
- Group valves as much as possible. Place boxes parallel to curbs, buildings and each other. Provide 6" base of pea gravel for all valve boxes installed.
- All unsurfaced areas are to receive four inches of topsoil, seed, mulch, or sod and watered until a healthy strand of grass is obtained.
- The general contractor is responsible to provide power to the irrigation controller.
- Controllers are to be programmed to allow sufficient flow rates are maintained throughout the system.
- All controller wires should be located underneath mainline piping inside trenches to avoid possible cutting of wires if lines are dug up in the future. Contractor shall also run spare control wires in each direction from controller to farthest valves to serve as backup wires.
- 24 volt wiring to be #14 UFUL direct burial-solid copper.
- Wire sleeve to be 2" class 200 PVC (min.).
- Extend (2) additional control wires to furthest valve box, wire to controller, coil wire and label station numbers.

- Irrigation sleeves are to be schedule 40 PVC with a minimum diameter twice the size of the irrigation main line. Irrigation sleeves are to extend 12" beyond edge of pavement, wall or curb and a minimum of 36" beyond edge of sidewalks. Provide separate sleeve for wire at each sleeve location.
- If applicable contractor shall field verify best possible location to mount rain sensor within 25 feet of the controller. Avoid interference from trees, buildings, and other structures for optimum accuracy.
- Installation contractor and maintenance contractor shall closely monitor system to ensure that excessive irrigation moisture does not cause swelling of clay subsoil thereby causing harm to foundations and slabs.
- Civil plans shall govern in the installation of water, sewer, storm drainage and fire protection lines. See civil plans for location and sizes.

INSPECTIONS:

- No excavation shall occur in city R.O.W. without a R.O.W. permit--contact Public Works Department.
- The Contractor shall mark all water lines, sewer lines, and tree locations prior to calling for ROW permit.
- The landscape installation shall comply with approved landscape drawings prior to Final Acceptance by the City and issuance of a Certificate of Occupancy. Contact Development Services landscape architect for a landscape inspection.
- Water meters, cleanouts and other appurtenances, shall be accessible, adjusted to grade, clearly marked with flagging, and compliant with Public Works Department standards prior to calling for landscape and final R.O.W. inspections.

LANDSCAPE STANDARDS:

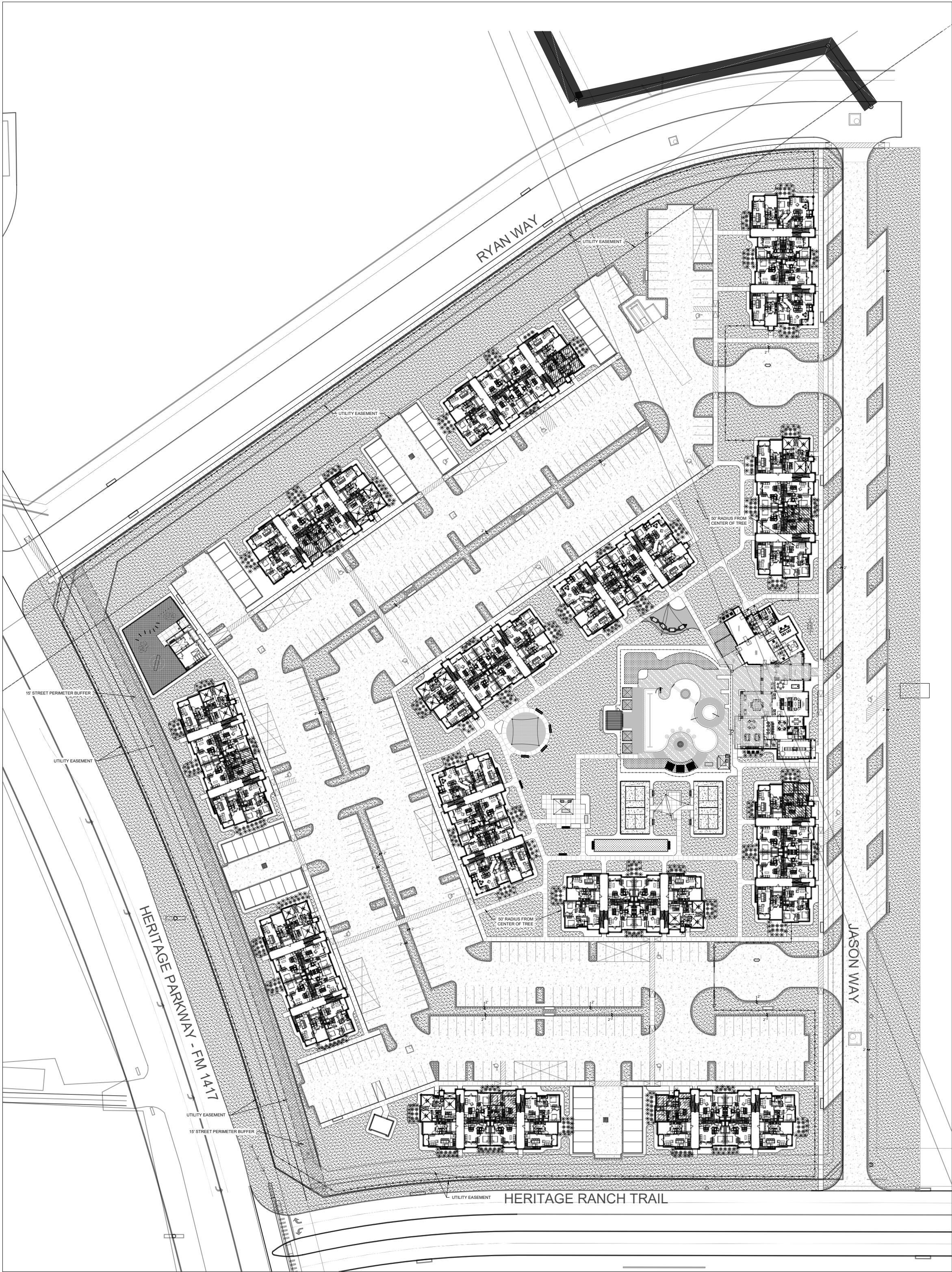
- Plantings and landscape elements shall comply with Engineering Standards, Public R.O.W. Visibility requirements.
 - Unless otherwise specified, trees shall be planted no less than 6' from curbs, and 4' from sidewalks, utility lines, and screening walls. The City has final approval for all tree placements.
 - A Three foot radius around a fire hydrant shall remain clear of plant materials pursuant to the Fire Code.
 - Street trees, where required, shall be (10') minimum from the edge of a storm sewer curb inlet box and the edge of the root ball shall be (4') minimum from the water meter.
- All plants shall be grown and harvested in accordance with The American Standard for Nursery Stock (ANSI Z60.1-2004)
- Tree planting shall comply with details herein and the International Society of Arboriculture (ISA) standards.
 - Tree pits shall be tested for water percolation. If water does not drain out of tree pit within 24-hours, the tree shall be moved or drainage shall be provided.
 - Native site topsoil is to be protected from erosion or stockpiled.
 - Native site topsoil shall be laboratory tested by and accredited laboratory and amended per said laboratory's recommendations.
 - All street trees shall have a root barrier installed if any of the following applies:
(i) Any small or medium shade trees planted five (5) feet or closer (measured from center of the tree) to any street, sidewalk, driveway, underground utilities, or structure.
(ii) Any intermediate and major shade trees planted within ten (10) feet of the designated planting location and adjacent to any street, sidewalk, driveway, underground utilities, or structure.

IRRIGATION STANDARDS:

- Any changes to these approved irrigation drawings shall be authorized by the Development Services Landscape Architect.
- Contact Development Services for irrigation permit prior to installing the irrigation system.
- Irrigation overspray on streets and walks is prohibited.
- Mainlines, valves, or control wires shall not be located in the R.O.W.
- ET irrigation controllers shall be programmed and adjusted to not exceed the Landscape Water Allowance (LWA) prior to approval of landscape installation.
- Valves shall be located a minimum of (3') away from storm sewers, and sanitary sewer lines and 5 feet from City fire hydrants and water valves.
- The bore depth under streets, drive aisles, and fire lanes shall provide (2') of clearance (minimum).
- Irrigation heads that run parallel and near public water and sanitary sewer lines; shall be fed from stubbed laterals or bull-beads. A minimum 5-foot separation is required between irrigation main lines and laterals that run parallel to public water and sanitary sewer lines.
- No valves, backflow prevention assemblies, quick couplers etc. shall be located closer than 10' from the curb at street or driveway intersections.

MAINTENANCE STANDARDS:

- The owner shall be responsible for the establishment, maintenance, and vigor of plant material in accordance with the design intent and as appropriate for the season of the year.
- Landscape and open areas shall be free of trash, litter and weeds.
- All trees and shrubs shall be maintained in accordance with the Engineering Design Standards - Public R.O.W. Visibility Requirements.
- Tree maintenance shall be in accordance with the American National Standards for Tree Care Operations, ANSI A300 and the standards of the International Society of Arboriculture (ISA).
- Tree staking materials, if used, shall be removed after (1) growing season and not more than (1) year after installation. Steel tree stakes, wires, and hoses are prohibited.



LANDSCAPE ARCHITECTURAL
SITE PLAN

LANDSCAPE ARCHITECTURAL SHEET INDEX

PAGE 1 OF 2 - SHEET L1.00 - COVER
PAGE 2 OF 2 - SHEET L2.00 - LANDSCAPE PLAN - SITE

DESIGNED BY: C.R. & M.R.
DRAWN BY: C.R.
LAOR: DANIEL R. ERLANDSON
PLOT DATE: 08/06/2024

ISSUE FOR PRICING/BIDDING:
ISSUE DATE

ISSUE FOR PERMIT APPLICATION:
ISSUE DATE

ISSUE FOR CONSTRUCTION:
ISSUE DATE

REVISION SCHEDULE

NO:	DATE:	DESCRIPTION:

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HERITAGE RANCH
PH I

SHERMAN, TX

PROJECT #: H23-144

These drawings are for
preliminary
coordination only and
not to be used for
regulatory approval or
construction.

hpla
studio

HPLAstudio, LLC
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COVENANT DEVELOPMENT
5523 W. HOUSTON ST.
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E: JASON@COVDEVELOPMENT.COM

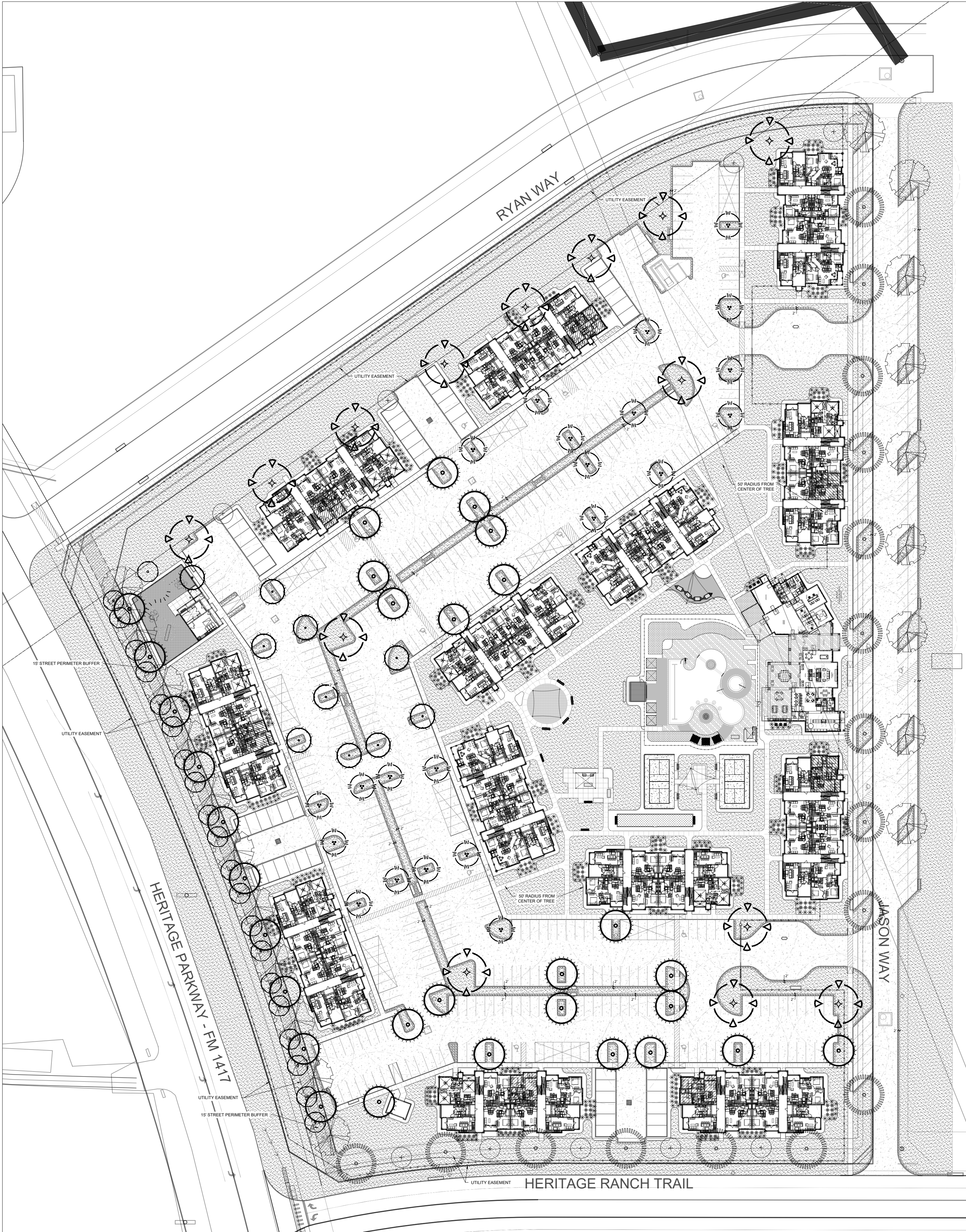
SHEET TITLE
COVER SHEET

SHEET NUMBER

L1.00

SCALE: AS INDICATED

CITY SUBMITTAL - 2024-AUGUST-06 - NOT FOR CONSTRUCTION



LANDSCAPE PLAN

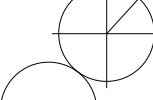
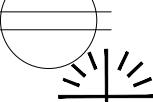
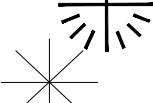
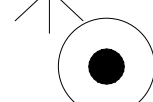
SITE



PLANT PALETTE - SITE

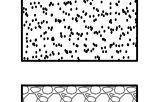
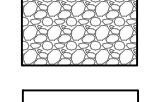
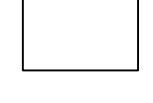
CANOPY TREES				
NAME	QTY.	SIZE	CALIPER	COMMENTS
 <i>Ulmus parvifolia</i> CHINESE ELM	16	10'-12' HT	3" CAL. MIN.	
 <i>Quercus muehlenbergii</i> CHINQUAPIN OAK	20	10'-12' HT	3" CAL. MIN.	
 <i>Carya texana</i> PECAN	10	10'-12' HT	3" CAL. MIN.	
 <i>Magnolia grandiflora</i> SOUTHERN MAGNOLIA	31	10'-12' HT	3" CAL. MIN.	
 <i>Ulmus americana</i> AMERICAN ELM	14	10'-12' HT	3" CAL. MIN.	
 <i>Acer grandidentatum</i> BIGTOOTH MAPLE	22	10'-12' HT	3" CAL. MIN.	

UNDERSTORY TREES				
NAME	QTY.	SIZE	CALIPER	COMMENTS
 <i>Cercis canadensis</i> var. <i>texensis</i> TEXAS REDBUD	9	10'-12' HT	3" CAL. MIN.	
 <i>Lagerstroemia indica</i> CREPE MYRTLE	21	10'-12' HT	3" CAL. MIN.	

SHRUBS				
NAME	QTY.	SIZE	CALIPER	COMMENTS
 <i>Abelia x grandiflora</i> GLOSSY ABELIA	00	3 GAL	30" HT.	HEAVY SPECIMENS
 <i>Buxus microphylla</i> BOXWOOD	00	3 GAL	30" HT.	HEAVY SPECIMENS
 <i>Cornus sericea</i> RED DOGWOOD	00	3 GAL	30" HT.	HEAVY SPECIMENS
 <i>Ilex cornuta</i> "Carissa" CARISSA HOLLY	479	3 GAL	30" HT.	HEAVY SPECIMENS
 <i>Ternstroemia gymnanthera</i> JAPANESE CLEYERA	00	3 GAL	30" HT.	HEAVY SPECIMENS

GRASS				
NAME	QTY.	SIZE	CALIPER	COMMENTS
 <i>Cyrtotium falcatum</i> HOLLY FERN	00	3 GAL	12" O.C.	8' HT. MULTI-TRUNK
 <i>Muhlenbergia capillaris</i> PINK MUHLY	00	3 GAL	12" O.C.	8' HT. MULTI-TRUNK

GROUND COVER				
NAME	QTY.	SIZE	CALIPER	COMMENTS
 <i>Jasminum asiaticum</i> ASIAN JASMINE	00	1 GAL	12" O.C.	
 <i>Liriope muscari</i> 'Big Blue' BIG BLUE LILYTURF	00	1 GAL	12" O.C.	
 <i>Vinca minor</i> COMMON PERIWINKLE	00	1 GAL	12" O.C.	

LANDSCAPE MATERIALS		SIZE
 BERMUDA GRASS <i>Cynodon dactylon</i>		262,367 S.F.
 CRUSHED GRANITE		17,105 S.F.
 SHREDDED HARDWOOD MULCH 3" MIN. DEPTH BY: LOCAL SUPPLIER		

STREET PERIMETER BUFFER (HERITAGE PARKWAY)					
15' LANDSCAPE BUFFER (2 SHADE + 2 ORNAMENTAL TREES / 1,000SF)	BUFFER AREA	SHADE TREES		ORNAMENTAL TREES	
		REQ.	PROV.	REQ.	PROV.
	10310	21	21	21	21

NOTES:
- NO MORE THAN 25% OF CANOPY TREES TO BE OF ONE SPECIES.
- STREET FRONTAGE REQUIRED TREES WERE PROVIDED OUTSIDE OF 15' BUFFER DUE TO GAS & UTILITY EASEMENTS.
- SEE LEGEND ABOVE FOR PROVIDED SPECIES AND SIZES. SHRUBS ARE PRELIMINARY AND SHOWN ONLY ALONG REQUIRED MECHANICAL SCREENING (MIN 3' HEIGHT)
- PLANTING ALONG HERITAGE TRAIL AND RYAN WAY PROVIDED PER HERITAGE RANCH PD REQUIREMENTS (1 TREE / 100LF)
- ONE SHADE TREE SHALL BE PLANTED ON ALL REQUIRED LANDSCAPE ISLANDS

OFFSTREET PARKING REQUIREMENTS				
REQUIRED LANDSCAPE AREA (10% OF PARKING AND ROADWAY)	PARKING / DRIVE AREA	REQ. LANDSCAPE	PROV. ON ISLANDS (MIN 40%)	PROV. REST OF SITE
	233777	23378	38028	241450

DESIGNED BY: C.R. & M.R.
DRAWN BY: C.R.
LAOR: DANIEL R. ERLANDSON
PLOT DATE: 08/06/2024

ISSUE FOR PRICING/BIDDING:
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REVISION SCHEDULE		
NO.	DATE:	DESCRIPTION:

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HERITAGE RANCH
PH I

SHERMAN, TX

PROJECT #: H23-144

These drawings are for preliminary coordination only and not to be used for regulatory approval or construction.



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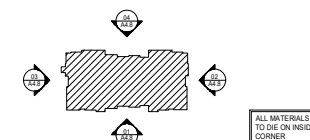
COVENANT DEVELOPMENT
5523 W. HOUSTON ST.
SHERMAN, TX 75092
P: (903) 893 8500
E: JASON@COVDEVELOPMENT.COM

SHEET TITLE
LANDSCAPE PLAN -
SITE

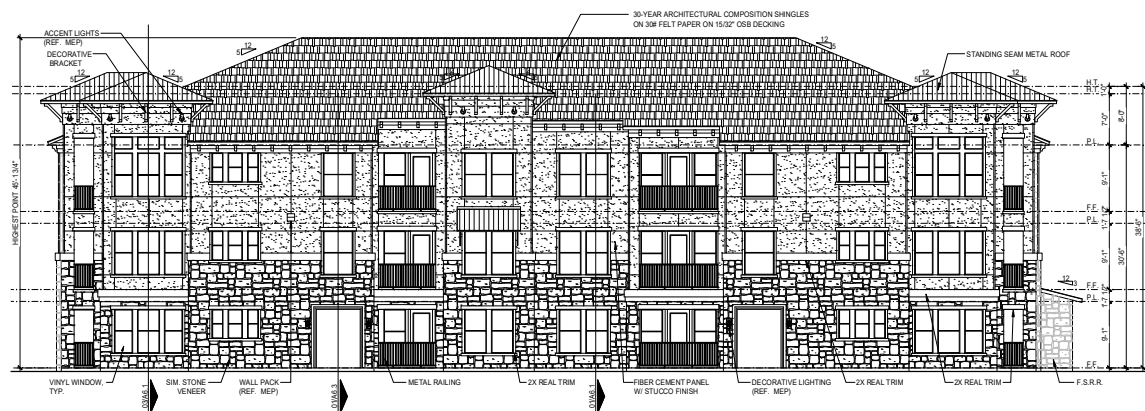
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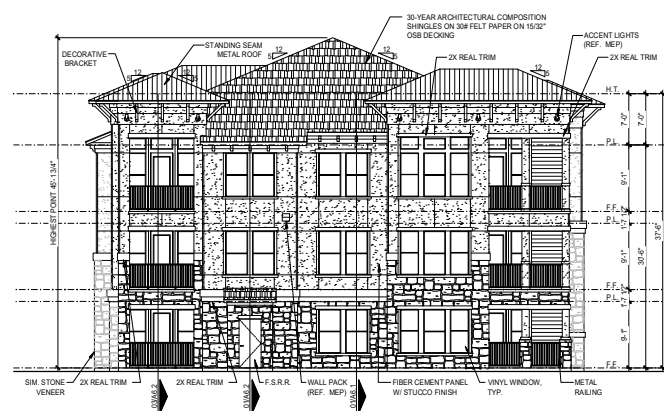
CITY SUBMITTAL - 2024-AUGUST-06 - NOT FOR CONSTRUCTION



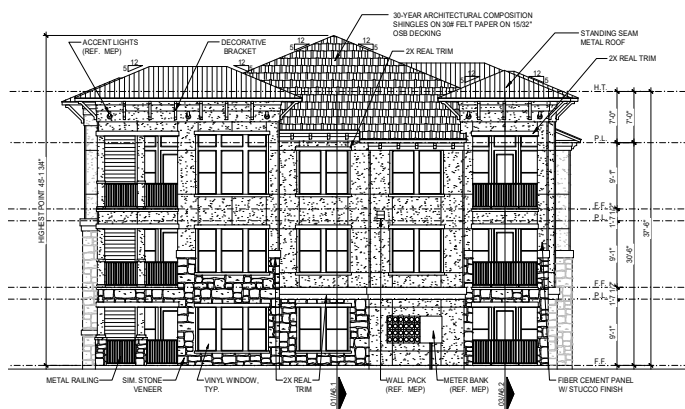
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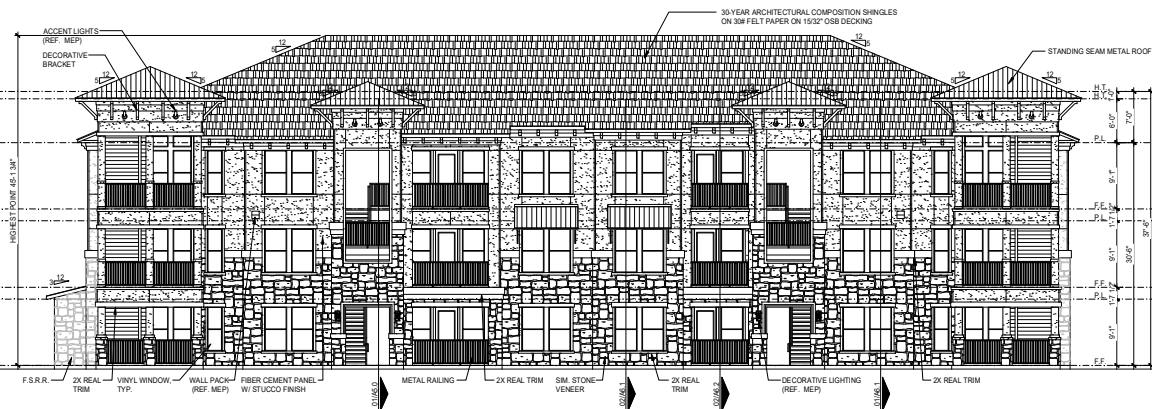
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SCALE: 1/8" = 1'-0" 3 REQ'D



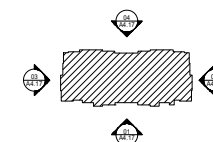
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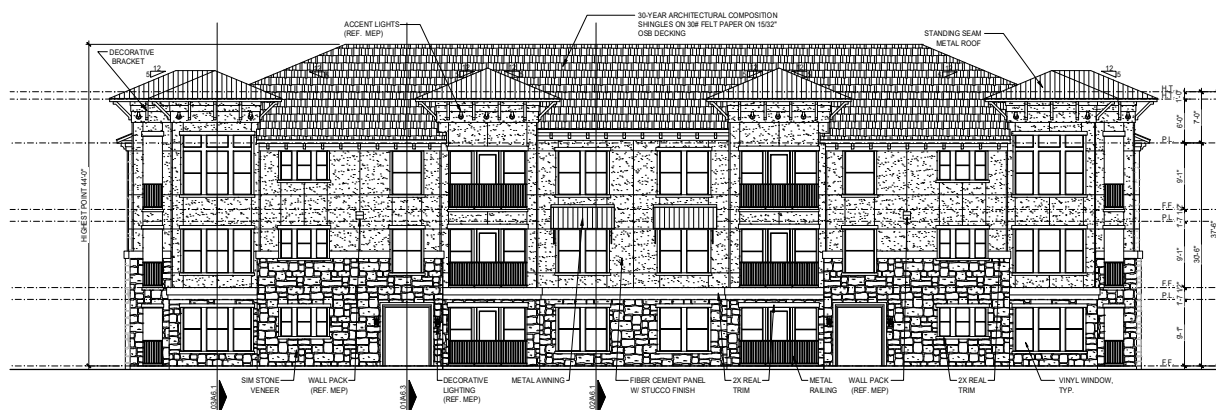


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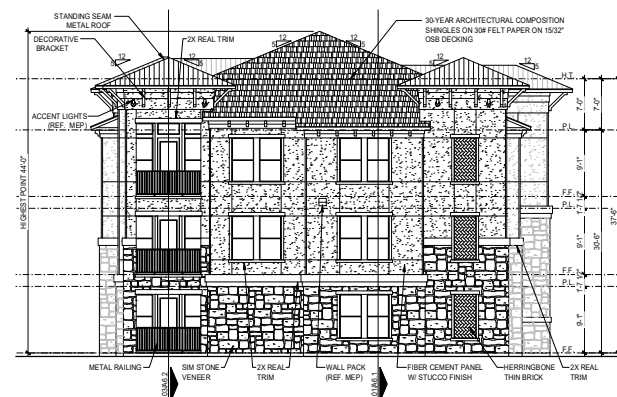


ALL MATERIALS
TO DIE ON INSIDE
CORNER

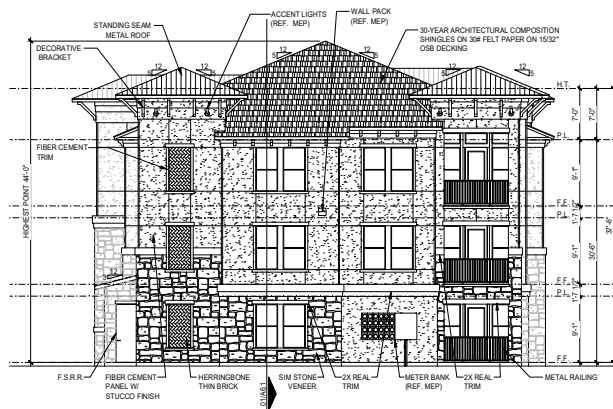
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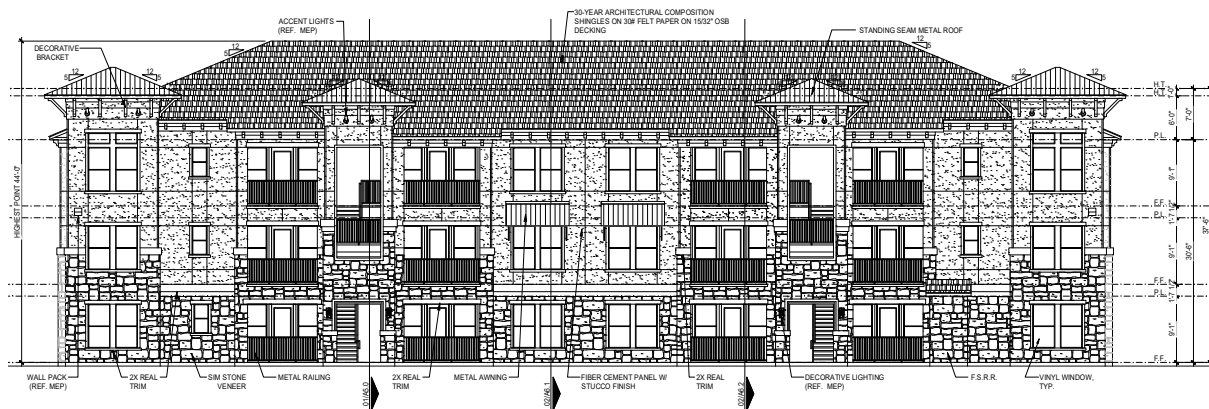
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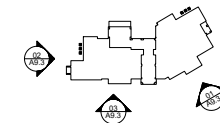
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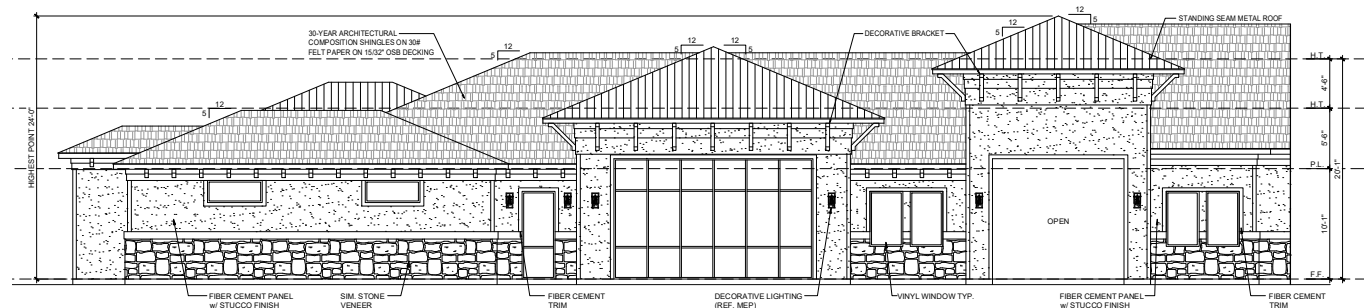
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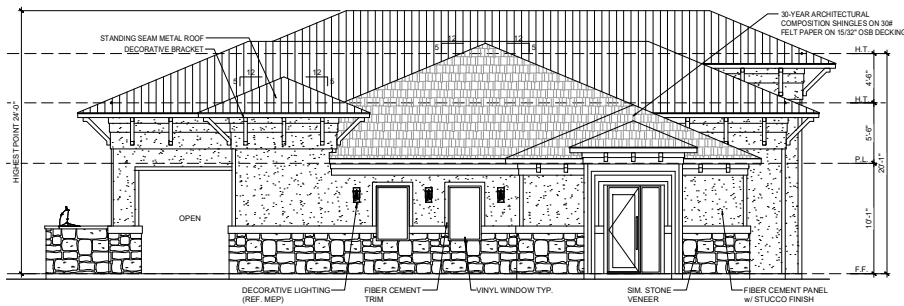
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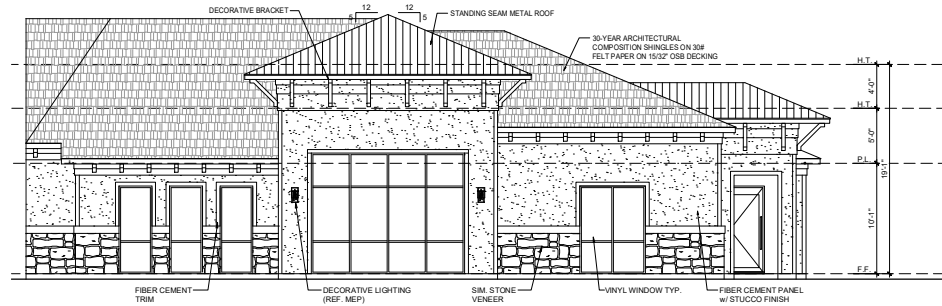
00 ELEVATION KEY PLAN
NOT TO SCALE



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



02 CLUBHOUSE - LEFT ELEVATION
SCALE: 3/16" = 1'-0" 1 REQUIRED



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

PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTION



ARCHITECT:
CROSS ARCHITECTS, PLLC
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WWW.CROSSARCHITECTS.COM

HERITAGE RANCH PKWY
MULTIFAMILY
SHERMAN, TEXAS

DATE:
XX/XX/2023

PROJECT NUMBER
23044

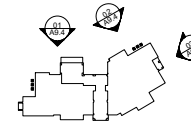
REVISIONS

NO	DATE

DRAWINGS ISSUED FOR:
REVIEW

SHEET NUMBER
A9.5
CLUBHOUSE
ELEVATIONS

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PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTION

Cross
architects

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WWW.CROSSARCHITECTS.COM

HERITAGE RANCH PKWY
MULTIFAMILY
SHERMAN, TEXAS

DATE:
XX/XX/2023

PROJECT NUMBER:
23044

REVISIONS

NO	DATE

DRAWINGS ISSUED FOR:

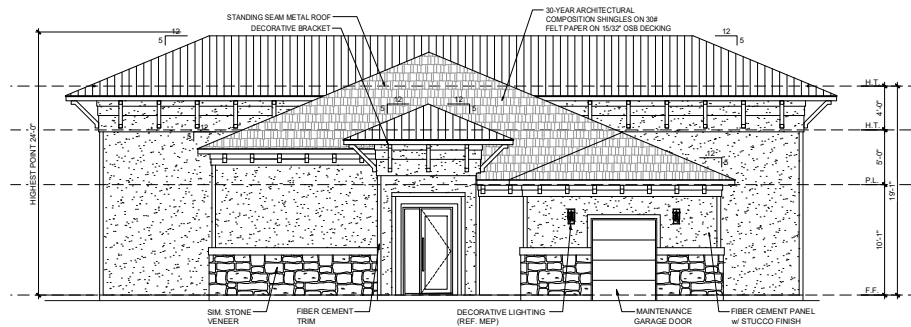
REVIEW

SHEET NUMBER

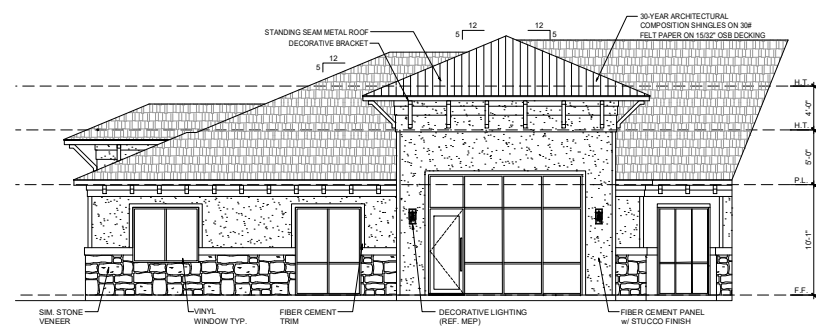
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CLUBHOUSE
ELEVATIONS

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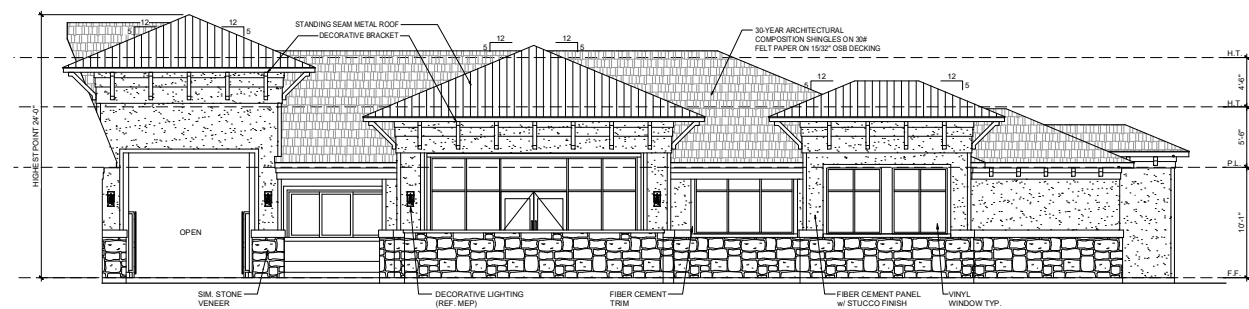
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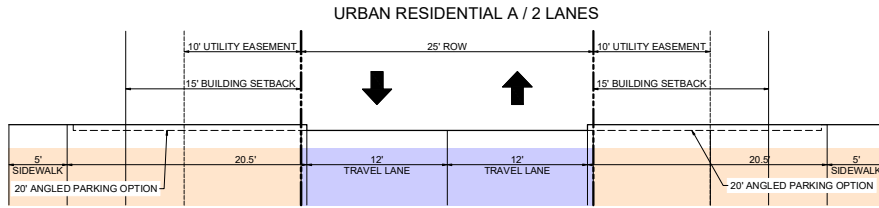


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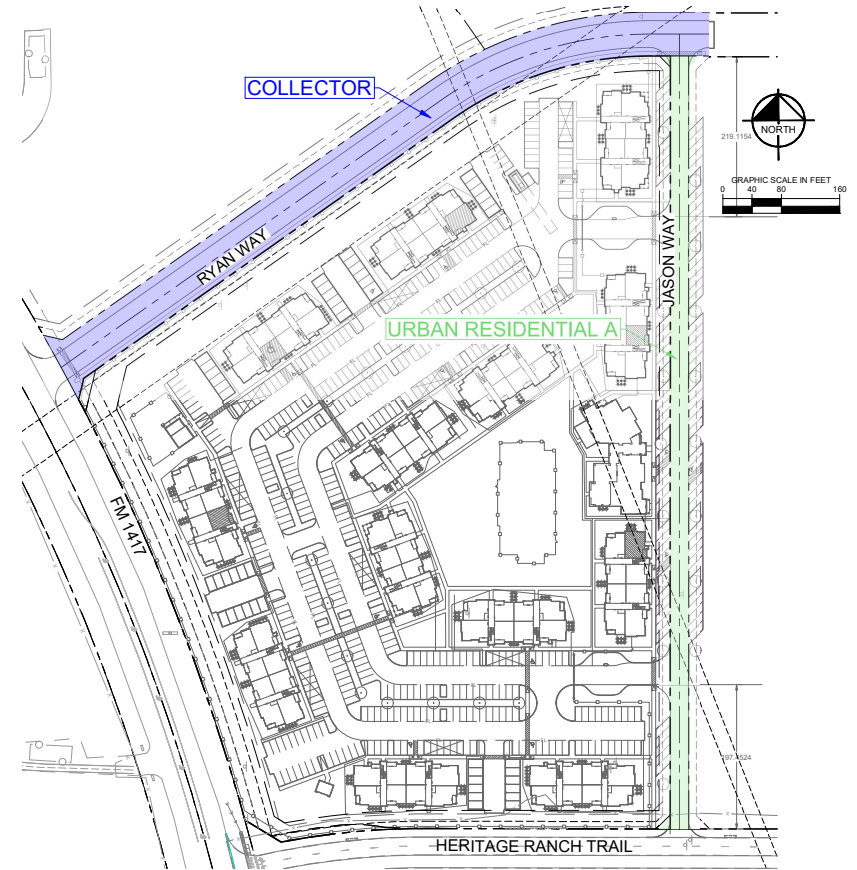


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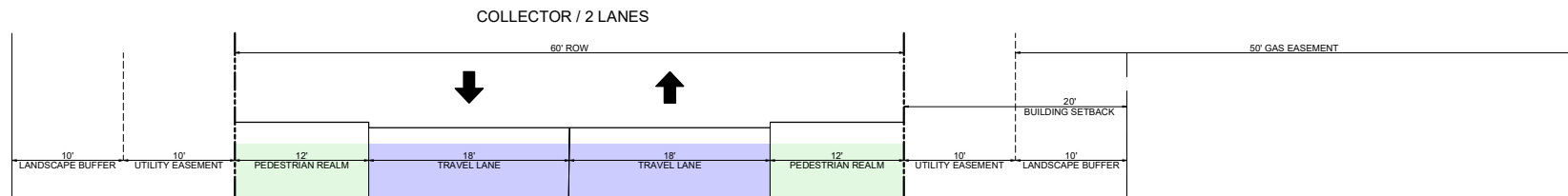
PROPOSED R.O.W. SECTION - JASON WAY



NOTE: FOR THE URBAN RESIDENTIAL SECTIONS IN THIS EXHIBIT, STREET TREES WILL BE PROVIDED AT A MINIMUM OF ONE TREE FOR EVERY 100 LINEAR FEET.



SECTION B-B - RYAN WAY



NOTE: THE COLLECTOR / 2 LANES SECTION SHOWN ABOVE IS PER THE HERITAGE RANCH PD DATED DECEMBER 11, 2020.

HERITAGE RANCH ROW SECTIONS

SHERMAN, TEXAS
JULY 2024

DATE: 07/24/2024
DRAWN BY: J. HORN
CHECKED BY: J. HORN
DESIGNED BY: J. HORN
PROJECT: HERITAGE RANCH PD
SHEET: 11 OF 11

Kimley»Horn
2600 N Central Expressway, Suite 400
Richardson, Texas 75080
(214) 617-5535
State of Texas Registration No. F-928
NOTE: THIS PLAN IS A CONCEPTUAL DESIGN AND HAS BEEN PREPARED WITHOUT THE BENEFIT OF A SURVEY OR CONDUCT WITH THE CITY OF SHERMAN, TEXAS.

Council Calendar

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

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

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

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

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

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

July						
Su	Mo	Tu	We	Th	Fr	Sa
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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
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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27	28	29	30	31		

November						
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					1	2
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
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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

[illegible]

2025

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	8	6	7	8
12	13	11	12	13	14	15
16	17	18	22	20	21	22
23	24	25	26	27	28	

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

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

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

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

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

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

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

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

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

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

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

[illegible]