CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COMMUNITY ROOM OF THE SHERMAN POLICE HEADQUARTERS
2600 W. TRAVIS
SHERMAN, TEXAS
MONDAY, OCTOBER 21, 2024
5:00 PM

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

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER DARON HOLLAND

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 7, 2024.

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6779

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6752, And Granting A Specific Use Permit To Allow A High School with an Auditorium, Arena, Coliseum, Theater, or Amphitheater (grades 9-12) In An R-6 (Single Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District Located At 2907 West Travis Street, City Of Sherman, Grayson County, Texas; Sherman Independent School District (Owner), Brannon Kidd (Representative), Teague Nall & Perkins, Inc (Engineer/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

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6780

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 15.230 acres being part of the John Hendrix Survey, Abstract No. 503 and the Samuel McGlothlin Survey, Abstract No. 811, City Of Sherman, Grayson County, Texas, Located in the 4100 Block Dripping Springs Road, Heretofore Zoned R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, Cody Slagle, CS2 Properties, LLC (Owner), Breaden Wright (Prospective Buyer), Philip Sarandos, JM Civil Engineering (Representative/Civil Engineer) and Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

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

D.3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6781**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.5872 acres being Lot A-1-1, Taylor Plaza Addition in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located at 705 East Taylor Street, Heretofore Zoned M-1 (Light Manufacturing) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, NNN REIT, LP (Owner), Chandler Garrett (Representative/Tenant) and Gonzalez and Schneeberg Surveyors (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6782**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.870 acres being Lot 1, Lot 2 and Lot 3, Alvarado Estates, in the Robert Thompson Survey, Abstract 1200, City Of Sherman, Grayson County, Texas, Located at 2901, 2909 and 2913 South First Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, BELACOOP, LLC (Owner), Jay Peskuski (Representative) and Underwood Drafting and Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6783**

Appointing an Alternate Municipal Court of Record Judge for the City of Sherman, Grayson County, Texas

D.6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6784**

Abandoning a Portion of One (1) Twenty-Foot (20') Wide Easement Located in the William Martin Survey, Abstract No. 765, Being More Particularly Described in the Exhibit "A" attached hereto and made a part hereof for all Purposes, which Easement is Established in Volume 1455, Page 255, Deed Records, Grayson County, Texas.

D.7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO 6785**

Amending Chapter 13 Of The Code Of Ordinances, Entitled (Utilities), Article 13.08, Entitled (Utility Billing), at Sections 13.08.005 and Section 13.08.006, To Revise Rates For Water and Sewer Services; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Close Public Hearing and Consider Adoption of Ordinances

E.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances 6779, 6780, 6781, 6782, 6783, 6784 & 6785

Resolutions

F.1. **RESOLUTION NO. 7357 (TABLED AT THE SEPTEMBER 16, 2024 CITY COUNCIL MEETING)**

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

F.2. **RESOLUTION NO. 7402**

Awarding a Bid to and Authorizing Execution of a Contract Between Hayes Construction, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Shepherd Drive Sewer Extension

F.3. **RESOLUTION NO. 7403**

Approving the Greater Texoma Utility Authority's Intention to Award the Laboratory Services Building

Addition and Remodel to Hawk Builders, LLC

F.4. **RESOLUTION NO. 7404**

Authorizing Execution of the Second Amended and Restated Master Development Agreement Between the City of Sherman and Sherman Hickory Hill, LLC, for the Construction of Public Facilities of the Planned Development know as Hickory Hill, Being a Residential Development West of Carriage Estates Road in the City of Sherman, Texas

F.5. **RESOLUTION NO. 7405**

Authorizing Execution of a Settlement Agreement and Release with the Property Owner of 900 E Wells to Address Unlawful Building Conditions and Unlawful Property Conditions

F.6. **RESOLUTION NO. 7406**

Authorizing Execution of a Settlement Agreement and Release with the Property Owner of 1023 E Odneal to Address Unlawful Building Conditions and Unlawful Property Conditions

F.7. **** RESOLUTION NO. 7407***

Authorizing Purchase of a Training Tower from WHP Trainingtowers through Sourcewell for the Fire Department

F.8. **** RESOLUTION NO. 7408***

Authorizing the Purchase of a New Ford F-750 Dump Truck from Rush Truck Center for the Street Maintenance Department through BuyBoard

F.9. **** RESOLUTION NO. 7409***

Authorizing the Purchase of Three New Dodge Ram 4x4 Crew Cab 2500 for the Parks Maintenance Department from Grapevine Dodge through Buyboard

F.10. **** RESOLUTION NO. 7410***

Authorizing the Purchase of one Dodge Ram 4500 4x4 Regular Cab for the Parks Maintenance Department from Grapevine Dodge through BuyBoard.

F.11. **** RESOLUTION NO. 7411***

Authorizing the Purchase a New Dodge Ram 2500 4x4 Crew Cab Truck for the Cemetery Department from Grapevine Dodge through BuyBoard

F.12. **** RESOLUTION NO. 7412***

Authorizing the Purchase of a New 2500 Crew 4x4 Short Bed from Grapevine Dodge for the Street Maintenance Department through BuyBoard

F.13. **** RESOLUTION NO. 7413***

Authorizing the Purchase of a New 2025 Ford F-750 with a 2,000 Gallon Water Body from Rush Truck Center for the Street Maintenance Department through BuyBoard

F.14. **** RESOLUTION NO. 7414***

Authorizing the Purchase of a New SVL97 Skid Steer from Zimmerer Kubota for the Street Maintenance Department through Sourcewell

F.15. **** RESOLUTION NO. 7415***

Authorizing the Purchase of a New 2025 Ford F-550 Pothole Repair Truck from Texas Pack + Load for the Street Maintenance Department through Sourcewell

Change Order

G.1. **** CHANGE ORDER NO. 2***

Change Order No 2. to Provide Water/Wastewater Rate Update Services

Payment Authorization

H.1. **** PAYMENT AUTHORIZATION***

Year Two Payment of the TASER 7 Certification Bundles for the Sherman Police Department.

Other Business

I.1. **OTHER BUSINESS (TABLED AT THE SEPTEMBER 16, 2024 CITY COUNCIL MEETING)**

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.

I.2. **OTHER BUSINESS**

Receive Presentation from Police Sergeant Brandon Hughes on the Police Department's Annual Halloween Event, "Fright Fest"

I.3. **OTHER BUSINESS**

Presentation from Freese and Nichols, Inc. on the Lead and Copper Rule Revisions (LCRR)

I.4. **OTHER BUSINESS**

Receive Drone Update from Community and Support Services Manager Nate Strauch

I.5. **** OTHER BUSINESS***

Approve Investment Report for Quarter Ended September 30, 2024

Consider Board/Commission Appointments

J.1. **BOARD/COMMISSION APPOINTMENT**

Main Street Advisory Board (7)

J.2. **BOARD/COMMISSION APPOINTMENT**

Library Board (2)

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:

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

L.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.

a) Receive legal advice regarding the WWTP MBR Project

L.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.

L.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.

L.4. **TEX. GOV'T CODE § 551.074**

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

a) Sherman Economic Development Corporation Board of Directors (3)
b) Planning and Zoning Commission (2)

L.5. **TEX. GOV'T CODE § 551.076**

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

L.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.

L.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

N.1. **COUNCIL CALENDARS**

Council Calendars 2024 and 2025

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

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall (317 S. Travis) of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, October 18, 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 18th day of October. City of Sherman, Texas

_____

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

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

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

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

Mayor	Deputy Mayor	Council Members	
David Plyler		Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Clay Barnett, Council – District #1	Daron Holland, Council – District #4

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STATE OF TEXAS §

October 7, 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 October 7, 2024.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

Mayor Plyler called the meeting to order at 5:02 p.m. The Pledge of Allegiance and Invocation were led by Council Member Juston Dobbs.

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Joint City Council/Sherman Economic Development Corporation Called Meeting of September 10, 2024, the Regular City Council Meeting of September 16, 2024, and the Called City Council Meeting of September 23, 2024. Deputy Mayor Teamann moved to approve the Minutes, as presented; Second by Council Member Howeth; All present voted AYE.
MOTION CARRIED.

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION — **OATH OF OFFICE CERTIFICATE OF ELECTION**

Linda Ashby, City Clerk, administered the Oath of Office to the following Council-elect position.

Council Member, District 1 **Clay Barnett**

A Certificate of Election was presented to the newly sworn Council Member. The new member was seated at the Council table.

NEW COUNCIL SEATED

MEMBERS PRESENT: **Mayor David Plyler.**
Council Members Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

MEMBERS ABSENT: **None.**

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

There were no citizen's comments.

CONSENT AGENDA — **CONSENT AGENDA**

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

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

ORD 6775 CERTIFICATES OF OBLIGATION

Mayor Plyler introduced Ordinance No. 6775 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

Mary Lawrence, Chief Financial Officer, said the $20 million in Certificates of Obligation were sold this morning.

Garry Kimball, President, Specialized Public Finance, Inc
Mr. Kimball said there were 11 bids, and he presented a summary of the bidding. The winning bidder was Robert W. Baird & Co., Inc., with a true interest bid of 4.02%, on 30-year fixed money.

Standard & Poor confirmed the City's AA rating, which helped attract a lot of bids. They budgeted an interest rate of 4.5%, and it came in at 4.02%, which equates to $1.5 million less interest over the term of the bonds.

No other citizens appeared before the City Council to discuss Ordinance No. 6775.

ORD 6776 SUP FOR GRAYSON COUNTY JAIL

Mayor Plyler introduced Ordinance No. 6776 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6608, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A CORRECTIONAL OR DETENTION FACILITY OR JAIL IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY LOCATED AT 200 SOUTH CROCKETT STREET, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS GRAYSON COUNTY, TEXAS (OWNER), BRUCE DAWSEY (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Rob Rae, Director of Development Services, explained that, in June of 2023, Grayson County received approval for a Specific Use Permit to construct a jail. Since that time, the County has changed the scope of the project to reduce the cost. This change of scope requires the County to amend their SUP, for an expansion of 166 beds, from the original 255 beds.

The Planning and Zoning Commission recommended approval of the Specific Use Permit, on the condition that it be tied to Grayson County as the sole owner and operator of the County Jail, and not for a future, private facility. The staff also recommends approval of the request.

Bruce Dawsey, Grayson County Judge
Judge Dawsey was available to answer any questions, the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6776.

ORD 6777 TEMPORARY CONCRETE BATCH PLANT

Mayor Plyler introduced Ordinance No. 6777 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), ARTICLES 14.06 (DEVELOPMENT PROCEDURES), 14.08 (DEFINITIONS) AND 14.10 (USE CHART); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO THE LAND USE OF TEMPORARY CONCRETE BATCHING PLANT; 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.

Mr. Rae said temporary batch plants are often used for developments that require a large amount of concrete to be poured in a short amount of time. They are typically located on the site for the duration of the concrete pour, generally from a week to a few months.

Temporary concrete batch plants are regulated by the Texas Commission on Environmental Quality, and are currently required to obtain a Temporary Use Permit, approved by the Planning and Zoning Commission.

The Planning and Zoning Commission and the staff recommend approval of this request, that would provide a way for staff to approve a short-term, temporary batch plant, that are for less than 60 days. If the request is for longer than 60 days, it would require approval from the Planning and Zoning Commission.

There is an exception if the development is a large, Planned Development, which could have a batch plant for up to one year.

The batch plants are better for the condition of roads, rather than trucking in the heavy concrete trucks.

No citizens appeared before the City Council to discuss Ordinance No. 6777.

Mayor Plyler introduced Ordinance No. 6778 and called for a public hearing:

ORD 6778 CHILD CARE FACILITY PROPERTY TAX EXEMPTION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS; ADOPTING A LOCAL PROPERTY TAX EXEMPTION FOR QUALIFYING CHILD-CARE FACILITIES, AS DEFINED BY TEXAS TAX CODE 11.36, AND AMENDING CHAPTER 11 "TAXATION' OF THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS BY ADDING SECTION 11.02.006 "CHILD-CARE FACILITY EXEMPTION"; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES.

Ms. Lawrence said a new State law was approved in the last Legislative Session, allowing Cities and Counties, to adopt an exemption, from 50% to 100%, commercial tax for qualifying child care facilities.

The City has identified 14 different properties that would qualify for the exemption. If all these properties apply, and qualify, the cost to the City and the benefit to the taxpayer would be about $35,000.

No citizens appeared before the City Council to discuss Ordinance No. 6778.

The Public Hearing was closed.

Ordinance 6775

ORD 6775 CERTIFICATES OF OBLIGATION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

Ordinance 6776

ORD 6776 SUP FOR GRAYSON COUNTY JAIL

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6608, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A CORRECTIONAL OR DETENTION FACILITY OR JAIL IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY LOCATED AT 200 SOUTH CROCKETT STREET, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS GRAYSON COUNTY, TEXAS (OWNER), BRUCE DAWSEY

(REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6777 — **ORD 6777 TEMPORARY CONCRETE BATCH PLANT**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), ARTICLES 14.06 (DEVELOPMENT PROCEDURES), 14.08 (DEFINITIONS) AND 14.10 (USE CHART); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO THE LAND USE OF TEMPORARY CONCRETE BATCHING PLANT; 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.

Ordinance 6778 — **ORD 6778 CHILD CARE FACILITY PROPERTY TAX EXEMPTION**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS; ADOPTING A LOCAL PROPERTY TAX EXEMPTION FOR QUALIFYING CHILD-CARE FACILITIES, AS DEFINED BY TEXAS TAX CODE 11.36, AND AMENDING CHAPTER 11 "TAXATION' OF THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS BY ADDING SECTION 11.02.006 "CHILD-CARE FACILITY EXEMPTION"; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES.

Council Member Howeth asked how a child care facility would qualify, and could a "grandmother" watching her grandchildren qualify.

Ms. Lawrence said there are several requirements, including being a part of the Texas Rising Star Program, and the facility cannot be a homestead facility.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance Nos. 6775, 6776, 6777, and 6778, as presented. Second by Council Member Holland.

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

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6774 (TABLED AT THE SEPTEMBER 16, 2024 CITY COUNCIL MEETING) — **ORD 6774 ZONE CHANGE (3500-4500 BLOCKS OF W. HWY 82)**

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.

ACTION TAKEN.

Motion by Council Member Stevenson to remove Ordinance No. 6774, from table for discussion and consideration, as presented. Second by Council Member Barnett.

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

Mr. Rae said the Council had asked to provide a cap of the multi-family units in the commercial and entertainment district, to 1,200 multi-family units. He said they currently have a proposal for a little over 300 multi-family units, which has been included in the proposed ordinance. The staff recommends approval of the ordinance.

Ryan Johnson, Covenant Development, Heritage Ranch Planned Development

Mr. Johnson appeared to represent the request for Covenant Development, to add multi-family units in the commercial and entertainment district of the planned development. He was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6774.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6774, as presented. Second by Council Member Dobbs.

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

RES 7367 HERITAGE RANCH PUBLIC IMPROVEMENTS, PHASE 1

RESOLUTION NO. 7367 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC BASED ON AN INVITATION TO BID FOR THE HERITAGE RANCH PUBLIC IMPROVEMENTS PHASE 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC BASED ON AN INVITATION TO BID FOR THE HERITAGE RANCH PUBLIC IMPROVEMENTS PHASE 1.

Wayne Lee, Director of Engineering, said this project consists of building Lone Star Parkway, which is a realignment of Plainview and Heritage Ranch Trail.

There were four bidders, with Lynn Vessels Construction being the lowest responsible bidder, with a bid a little under $6.7 million, which is within the engineering estimate. Construction is estimated to be completed next summer, before the elementary school opens.

ACTION TAKEN.
Motion by Council Member Dobbs to approve Resolution No. 7367, as presented. Second by Council Member Stevenson.
VOTING AYE: Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RES 7368
STREET MAINT. PROJECT, PHASE 2

RESOLUTION NO. 7368 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH TEXANA LAND & ASPHALT INC. BASED ON AN INVITATION TO BID FOR THE STREET MAINTENANCE PROJECT - PHASE 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH TEXANA LAND & ASPHALT, INC. BASED ON AN INVITATION TO BID FOR THE STREET MAINTENANCE PROJECT – PHASE 2.

Mr. Lee said this award of bid is for the Public Works 2024 Street Improvement Project consisting of mill and overlay, curb repair work, and subgrade repairs for Sunset Boulevard, from Houston Street to Washington Street, and for Washington Street, from FM 1417 to Hwy 75.

These streets were rated 34 and 53, respectively on the Pavement Condition Index Analysis. On the analysis, anything below 55 is considered to be in poor condition and in need of repair.

There were four bidders for the project, with the low bid being under $2.5 million, and within the engineering estimate. Construction should be completed by the Spring or Summer.

ACTION TAKEN.
Motion by Council Member Dobbs to approve Resolution No. 7368, as presented. Second by Council Member Stevenson.
VOTING AYE: Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RES 7369
PURCHASE OF PROPERTY FOR CITY HALL (324 N. CROCKETT ST)

RESOLUTION NO. 7369 -- AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A SPECIAL WARRANTY DEED AND EXECUTE CONTRACT DOCUMENTS FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM WATTMAN HOLDINGS LLC LOCATED AT 324 NORTH CROCKETT STREET, BEING 0.1148 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT 763

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 ACQUISITION OF REAL PROPERTY FROM WATTMAN HOLDINGS LLC LOCATED AT 324 N. CROCKETT STREET, BEING 0.1148 ACRES IN THE J B McANAIR SURVEY, ABSTRACT 763.

Clint Philpott, Assistant City Manager, said the property is at the corner of Mulberry and Crockett Streets, within the City Hall block. It is also within the City Hall Master Plan, and could be used as office space, until future development is needed. Staff felt the sale price of $340,000 is a fair price.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 7369, as presented. Second by Council Member Holland.
VOTING AYE: Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RES 7370
FM 1417 EXPANSION, FROM SH 56 TO W TRAVIS ST

RESOLUTION NO. 7370 -- DETERMING A PUBLIC NECESSITY TO ACQUIRE CERTAIN PROPERTY INTERESTS FOR PUBLIC USE, DEDICATION FOR CONSTRUCTION AND EXPANSION OF FM 1417 (HERITAGE PARKWAY) FROM SH 56 TO WEST TRAVIS STREET, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE RIGHT-OF-WAY WARRANTY DEEDS FOR THE DEDICATION OF LAND IN SHERMAN, GRAYSON COUNTY, TEXAS
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMING A PUBLIC NECESSITY TO ACQUIRE CERTAIN PROPERTY INTERESTS FOR PUBLIC USE, DEDICATION FOR CONSTRUCTION AND EXPANSION OF FM 1417 (HERITAGE PARKWAY) FROM SH 56 TO W. TRAVIS ST., AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A RIGHT-OF-WAY WARRANTY DEED FOR THE DEDICATION OF LAND, IN SHERMAN, GRAYSON COUNTY, TEXAS.
CONSENT AGENDA.

RES 7371
US 82 WASTEWATER REPLACEMENT PROJECT

RESOLUTION NO. 7371 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WADE TRIM, INC. FOR THE US 82 WASTEWATER REPLACEMENT PROJECT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WADE TRIM, INC. FOR THE US 82 WASTEWATER REPLACEMENT PROJECT.
CONSENT AGENDA.

RES 7372
WATER SYSTEM EMERGENCY BACKUP PROJECT

RESOLUTION NO. 7372 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC. FOR THE WATER SYSTEM EMERGENCY BACKUP POWER PROJECT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH

PARKHILL, SMITH & COOPER, INC. FOR THE WATER SYSTEM EMERGENCY BACKUP POWER PROJECT.
CONSENT AGENDA.

RESOLUTION NO. 7373 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. FOR THE NORTH WASTEWATER TREATMENT PLANT EXPANSION STUDY AND PRELIMINARY ENGINEERING FEASIBILITY REPORT

RES 7373
NORTH WASTEWATER TREATMENT PLANT EXPANSION STUDY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. FOR THE NORTH WASTEWATER TREATMENT PLANT EXPANSION STUDY AND PRELIMINARY ENGINEERING FEASIBILITY REPORT.
CONSENT AGENDA.

RESOLUTION NO. 7374 -- AUTHORIZING THE EXECUTION OF AN ENCROACHMENT AGREEMENT WITH GM SHERMAN OWNER LP FOR THE ENCROACHMENT OF A MONUMENT SIGN WITHIN 20-FOOT UTILITY EASEMENT ESTABLISHED IN VOL. 17, PAGES 99 & 100, PLAT RECORDS

RES 7374
MONUMENT SIGN ENCROACHMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO GM SHERMAN OWNER LP FOR THE ENCROACHMENT OF A MONUMENT SIGN WITHIN 20-FOOT UTILITY EASEMENT ESTABLISHED IN VOLUME 17, PAGES 99 & 100, PLAT RECORDS, GRAYSON COUNTY, TEXAS, IN THE CITY OF SHERMAN.
CONSENT AGENDA.

RESOLUTION NO. 7375 -- AUTHORIZING THE EXECUTION OF AN ENCROACHMENT AGREEMENT WITH CASTLEROCK COMMUNITIES LLC FOR THE ENCROACHMENT OF A RETAINING WALL WITHIN A 10-FOOT UTILITY EASEMENT AND RIGHT-OF-WAY ESTABLISHED IN INSTRUMENT NO. 2023-245, PLAT RECORDS, GRAYSON COUNTY, TEXAS

RES 7375
RETAINING WALL ENCROACHMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO CASTLEROCK COMMUNITIES LLC FOR THE ENCROACHMENT OF A RETAINING WALL WITHIN 10-FOOT UTILITY EASEMENT AND RIGHT-OF-WAY ESTABLISHED IN INSTRUMENT NO. 2023-245, PLAT RECORDS, GRAYSON COUNTY, TEXAS, IN THE CITY OF SHERMAN.
CONSENT AGENDA.

RESOLUTION NO. 7376 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR RIGHT-OF-WAY ASSISTANCE

RES 7376
ROW ASSISTANCE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR RIGHT-OF-WAY ASSISTANCE.
CONSENT AGENDA.

RESOLUTION NO. 7377 -- AUTHORIZING EXECUTION OF A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE EXTENSION OF OVERHEAD ELECTRIC SUPPLY WITHIN THE WASTEWATER TREATMENT PLANT FOR POWER TO THE MBR PLANT EXPANSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE EXTENSION OF OVERHEAD ELECTRIC SUPPLY WITHIN THE WASTEWATER TREATMENT PLANT FOR POWER TO THE MBR PLANT EXPANSION.

CONSENT AGENDA.

RES 7377
ONCOR ELECTRIC OVERHEAD ELECTRIC SUPPLY EXTENSION

RESOLUTION NO. 7378 -- APPROVAL OF GRAYSON CENTRAL APPRAISAL DISTRICT'S RESOLUTION #2024-02 GRAYSON CENTRAL APPRAISAL DISTRICT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING APPROVAL OF GRAYSON CENTRAL APPRAISAL DISTRICT'S RESOLUTION #2024-02 GRAYSON CENTRAL APPRAISAL DISTRICT.

CONSENT AGENDA.

RES 7378
GRAYSON APPRAISAL DISTRICT RESOLUTION

RESOLUTION NO. 7379 -- AUTHORIZING PURCHASE OF A 2025 CHEVY SILVERADO FROM SAMES MOTOR COMPANY THROUGH BUYBOARD FOR THE SHERMAN FIRE DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2025 CHEVY SILVERADO FROM SAMES MOTOR COMPANY THROUGH BUYBOARD FOR THE SHERMAN FIRE DEPARTMENT.

CONSENT AGENDA.

RES 7379
VEHICLE PURCHASE (FIRE DEPT)

RESOLUTION NO. 7380 -- AUTHORIZING PURCHASE OF A 2025 CHEVY TAHOE FROM SAMES MOTOR COMPANY THROUGH BUYBOARD FOR THE SHERMAN FIRE DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2025 CHEVY TAHOE FROM SAMES MOTOR COMPANY THROUGH BUYBOARD FOR THE SHERMAN FIRE DEPARTMENT.

CONSENT AGENDA.

RES 7380
VEHICLE PURCHASE (FIRE DEPT)

RESOLUTION NO. 7381 -- AUTHORIZING PURCHASE OF A 2025 CHEVY SUBURBAN FROM SAMES MOTOR COMPANY THROUGH BUYBOARD FOR THE SHERMAN FIRE DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2025 CHEVY SUBURBAN FROM SAMES MOTOR COMPANY THROUGH BUYBOARD FOR THE SHERMAN FIRE DEPARTMENT.

CONSENT AGENDA.

RES 7381
VEHICLE PURCHASE (FIRE DEPT)

RESOLUTION NO. 7382 -- AUTHORIZING THE APPROVAL OF A CONTRACT WITH MOTOROLA SOLUTIONS FOR BODY CAMERAS, IN-CAR VIDEO SYSTEMS, AND CLOUD SERVICE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE APPROVAL OF A

RES 7382
BODY CAMERAS, IN-CAR VIDEO, CLOUD SERVICE

CONTRACT WITH MOTOROLA SOLUTIONS FOR BODY CAMERAS, IN-CAR VIDEO SYSTEMS, AND CLOUD SERVICE.
CONSENT AGENDA.

RESOLUTION NO. 7383 -- AUTHORIZING THE PURCHASE OF A NEW U55-5R3A MINI EXCAVATOR FROM ZIMMERER KUBOTA FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH SOURCEWELL

RES 7383
VEHICLE PURCHASE (DISTRIBUTION SVCS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW U55-5R3A MINI EXCAVATOR FROM ZIMMERER KUBOTA FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH SOURCEWELL.
CONSENT AGENDA.

RESOLUTION NO. 7384 -- AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-350 REGULAR CAB FROM RUSH TRUCK CENTER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD

RES 7384
VEHICLE PURCHASE (DISTRIBUTION SVCS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-350 REGULAR CAB FROM RUSH TRUCK CENTER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

RESOLUTION NO. 7385 -- AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-350 CREW CAB FROM RUSH TRUCK CENTER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD

RES 7385
VEHICLE PURCHASE (DISTRIBUTION SVCS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-350 FROM RUSH TRUCK CENTER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

RESOLUTION NO. 7386 -- AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-250 REGULAR CAB FROM RUSH TRUCK CENTER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD

RES 7386
VEHICLE PURCHASE (DISTRIBUTION SVCS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-250 REGULAR CAB FROM RUSH TRUCK CENTER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

RESOLUTION NO. 7387 -- AUTHORIZING THE PURCHASE OF A NEW 2024 T480 KENWORTH DUMP TRUCK FROM MHC FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD

RES 7387
VEHICLE PURCHASE (DISTRIBUTION SVCS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2024 T480 KENWORTH DUMP TRUCK FROM MHC FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

RESOLUTION NO. 7388 -- AUTHORIZING THE PURCHASE OF THREE NEW 2024 CHEVY TAHOES FROM SILSBEE FORD, INC. THROUGH TIPS PURCHASING COOPERATIVE FOR THE SHERMAN POLICE DEPARTMENT

RES 7388
VEHICLE PURCHASE
(POLICE DEPT)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF THREE NEW 2025 CHEVY TAHOES FROM SILSBEE FORD, INC. THROUGH TIPS PURCHASING COOPERATIVE FOR THE SHERMAN POLICE DEPARTMENT.
CONSENT AGENDA.

RESOLUTION NO. 7389 -- AUTHORIZING THE PURCHASE OF VEHICLE UPFITTING FROM HALOZ36 CORP FOR THE THREE NEW 2025 CHEVY TAHOES THROUGH TIPS PURCHASING COOPERATIVE FOR THE SHERMAN POLICE DEPARTMENT

RES 7389
VEHICLE PURCHASE
(POLICE DEPT)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF VEHICLE UPFITTING FROM HALOZ36 CORP FOR THE THREE NEW 2025 CHEVY TAHOES THROUGH TIPS PURCHASING COOPERATIVE FOR THE SHERMAN POLICE DEPARTMENT.
CONSENT AGENDA.

RESOLUTION NO. 7390 -- AUTHORIZING THE PURCHASE OF A NEW PETERBILT 548 KNUCKLE TRUCK FROM RUSH TRUCK CENTERS - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD

RES 7390
VEHICLE PURCHASE
(SOLID WASTE DEPT)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW PETERBILT 548 KNUCKLE TRUCK FROM RUSH TRUCKING CENTER - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

RESOLUTION NO. 7391 -- AUTHORIZING THE PURCHASE OF A NEW FREIGHTLINER REAR LOAD TRUCK FROM DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH THE TIPS PURCHASING COOPERATIVE

RES 7391
VEHICLE PURCHASE
(SOLID WASTE DEPT)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW FREIGHTLINER REAR LOAD TRUCK FROM DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH THE TIPS PURCHASING COOPERATIVE.
CONSENT AGENDA.

RESOLUTION NO. 7392 -- AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-450 REGULAR CAB FROM RUSH TRUCK FOR THE DISTRIBUTION SERVICES DEPARTMENT CENTER THROUGH BUYBOARD

RES 7392
VEHICLE PURCHASE
(DISTRIBUTION SVCS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-450 FROM RUSH TRUCK FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

RES 7393
VEHICLE PURCHASE (SOLID WASTE DEPT)

RESOLUTION NO. 7393 -- AUTHORIZING THE PURCHASE OF A NEW WILKENS TRANSFER TRAILER FROM WILKENS INDUSTRIES, INC. FOR THE SOLID WASTE DEPARTMENT THROUGH THE BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW WILKENS TRANSFER TRAILER FROM WILKENS INDUSTRIES, INC. FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD.

CONSENT AGENDA.

RES 7394
VEHICLE PURCHASE (DISTRIBUTION SVCS)

RESOLUTION NO. 7394 -- AUTHORIZING THE PURCHASE OF A NEW McLAUGHLIN VX50-500 VACUUM EXCAVATOR TRAILER FROM VERMEER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW McLAUGHLIN VX50-500 VACUUM EXCAVATOR TRAILER FROM VERMEER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD.

CONSENT AGENDA.

RES 7395
VEHICLE PURCHASE (SOLID WASTE DEPT)

RESOLUTION NO. 7395 -- AUTHORIZING THE PURCHASE OF A NEW PETERBILT ROLL OFF TRUCK FROM RUSH TRUCKING CENTER - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW PETERBILT ROLL OFF TRUCK FROM RUSH TRUCKING CENTER - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD.

CONSENT AGENDA.

RES 7396
VEHICLE PURCHASE (SOLID WASTE DEPT)

RESOLUTION NO. 7396 -- AUTHORIZING THE PURCHASE OF A NEW PETERBILT TRANSFER TRUCK FROM RUSH TRUCKING CENTER - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW PETERBILT TRANSFER TRUCK FROM RUSH TRUCKING CENTER - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD.

CONSENT AGENDA.

RES 7397
VEHICLE PURCHASE (SOLID WASTE DEPT)

RESOLUTION NO. 7397 -- AUTHORIZING THE PURCHASE OF A NEW KENWORTH ROLL OFF TRUCK FROM MHC KENWORTH - DALLAS FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW KENWORTH ROLL OFF TRUCK FROM MHC KENWORTH - DALLAS FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD.

CONSENT AGENDA.

RESOLUTION NO. 7398 -- AUTHORIZING EXECUTION OF PURCHASE WITH SOFTWAREONE FOR ANNUAL RENEWAL OF MICROSOFT ENTERPRISE AGREEMENT FOR LICENSES INCLUDING OFFICE 365 AND SQL SERVER THROUGH TIPS PURCHASING COOPERATIVE CONTRACT

RES 7398 MICROSOFT ANNUAL AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF PURCHASE WITH SOFTWAREONE, INC FOR ANNUAL RENEWAL OF MICROSOFT ENTERPRISE AGREEMENT FOR LICENSES INCLUDING OFFICE 365 AND SQL SERVER THROUGH TIPS PURCHASING COOPERATIVE CONTRACT.
CONSENT AGENDA.

RESOLUTION NO. 7399 - AUTHORIZING EXECUTION OF AN AGREEMENT WITH KNIGHT FURNITURE CO INC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 108 W LAMAR STREET

RES 7399 DOWNTOWN BLDG IMPROVEMENT GRANT FOR KNIGHT FURNITURE (108 W LAMAR ST)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH KNIGHT FURNITURE CO INC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 108 W. LAMAR STREET.
CONSENT AGENDA.

RESOLUTION NO. 7400 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH ASH & BARREL LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7400 CHAPTER 380 AGREEMENT WITH ASH & BARRELL

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

RESOLUTION NO. 7401 -- AUTHORIZING THE EXECUTION OF A CONTRACT FROM SPECTRUMVOIP THROUGH BUYBOARD BUYBOARD CO-OP #498-15 TO PROVIDE CITY TELEPHONE SERVICE USING SPECTRUMVOIP CLOUD BASED PHONE SYSTEM

RES 7401 TELEPHONE SYSTEM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH SPECTRUMVOIP FOR PHONE AND TELECOMMUNICATION SERVICES.
CONSENT AGENDA.

REQUEST TO ADVERTISE
PURCHASE MULTIPLE FLEET VEHICLES FOR MULTIPLE CITY DEPARTMENTS

REQ TO ADVERTISE FLEET PURCHASES

The City Council approved the request to advertise for the purchase of multiple fleet vehicles for multiple City departments, including Engineering Services, Police Department, Neighborhood

Services, Treatment Services, Pre-Treatment Services, and Water Quality Services.
CONSENT AGENDA.

KIDD-KEY FOUNTAIN

REQUESTING TO ADVERTISE FOR COMPETITIVE BIDS FOR THE REPLACEMENT OF THE KIDD-KEY CONSERVATORY FOUNTAIN LOCATED AT KIDD-KEY PARK

The City Council approved the request to advertise for bids for the replacement of the Kidd-Key Conservatory Fountain, located at Kidd-Key Park. The project would remove and replace the fountain, returning it to working condition.

As much of the original structure as possible, will be reused to recreate the new fountain, which will be built to the exact specifications of the original.
CONSENT AGENDA.

SHERMAN CULTURAL DISTRICT

OTHER BUSINESS
RECEIVE SEMI-ANNUAL REPORT ON THE SHERMAN CULTURAL DISTRICT

Cary Wacker, Coordinator, Cultural District Advisory Council, presented the Semi-Annual Report on activities for the Cultural District.

She said the Black History Mural Project has now been completed. A grant from the Texas Commission on the Arts provided support for a series of murals that shared the untold story of the lost Black Business District on Mulberry Street.

The murals are located at the Sherman Public Library, facing Mulberry Street, and adjacent to the Library's Harmony Park. She thanked Melissa Eason, Library Services Administrator, Council Member Holland, and Dr. Al Hambrick for their support of the project.

Ms. Eason has also been selected as the Cultural District Chairman. She said they did not submit an application for the grant this year. Since there is some master planning underway for physical improvements downtown, the board decided to look ahead, and work in tandem to develop a future project that would work well with the improvements.

Robby Hefton, City Manager, congratulated Ms. Wacker on her retirement from Austin College, and asked if she planned to continue to serve on this committee. Ms. Wacker said she did plan to continue in that position.

COUNCIL COMMENTS

COUNCIL COMMENTS

- **Welcomed new Council Member Clay Barnett to the Council. (Daron Holland, Josh Stevenson, Juston Dobbs)**

- **Thanked Ms. Wacker for her work on the Cultural District and congratulated her on her retirement. (Daron Holland)**

- **Enjoyed the National Night Out Activities and thanked the Police Department for their work on the event. (Clay Barnett)**

- **Excited to serve on the City Council. (Clay Barnett)**

ANNOUNCEMENTS **ANNOUNCEMENTS**

Mayor Plyler announced the following:

- **Said this is the last Council Meeting that will be held in the Municipal Ballroom. The next Council Meeting will be held at the new Police Department Community Room.**

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

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

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

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

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

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

- **A) Sherman Crossroads Development**
- **B) Project Milwaukee**

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 5:28 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:11 p.m. and reconvened in Open Meeting.

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

ADJOURNMENT **ADJOURNMENT**
On Motion duly made and carried, the meeting adjourned at 6:13 p.m.

MAYOR

CITY CLERK

$19,735,000 Combination Tax & Revenue Certificates of Obligation, Series 2024

Rank	Firm	Location	Bid Received	True Interest Cost (TIC)
1	Robert W. Baird & Co., Inc.	Milwaukee, WI	9:57:58 AM	4.022218%
2	Raymond James & Associates, Inc.	St. Petersburg, FL	9:59:31 AM	4.082669%
3	BOK Financial Securities, Inc.	Dallas, TX	9:55:57 AM	4.092431%
4	Mesirow Financial, Inc.	Chicago, IL	9:59:17 AM	4.129880%
5	Bancroft Capital, LLC	Fort Washington, PA	9:51:14 AM	4.144420%
6	FHN Financial Capital Markets	New York, NY	9:58:20 AM	4.148308%
7	PNC Capital Markets	Philadelphia, PA	9:58:12 AM	4.150893%
8	Jefferies LLC	New York, NY	9:59:04 AM	4.191658%
9	HilltopSecurities	Dallas, TX	9:58:16 AM	4.192287%
10	TD Securities	New York, NY	9:53:10 AM	4.238970%
11	KeyBanc Capital Markets	Cleveland, OH	9:58:57 AM	4.252260%

- Bids were due on October 7, 2024 at 10:00 AM, CDST. All bids were submitted via Parity's online bidding system.
- The spread between the low bid and the high bid is approximately 0.230% (or 23.0 basis points).
- The final TIC equated to 4.017861% based on the resized par amount.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By:

Approved By:

Caption:

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

Issue:

F. 7. **** RESOLUTION NO. 7407***
Authorizing Purchase of a Training Tower from WHP Trainingtowers through Sourcewell for the Fire Department

F. 8. **** RESOLUTION NO. 7408***
Authorizing the Purchase of a New Ford F-750 Dump Truck from Rush Truck Center for the Street Maintenance Department through BuyBoard

F. 9. **** RESOLUTION NO. 7409***
Authorizing the Purchase of Three New Dodge Ram 4x4 Crew Cab 2500 for the Parks Maintenance Department from Grapevine Dodge through Buyboard

F. 10. **** RESOLUTION NO. 7410***
Authorizing the Purchase of Three New Dodge Ram 4x4 Crew Cab 2500 for the Parks Maintenance Department from Grapevine Dodge through Buyboard

F. 11. **** RESOLUTION NO. 7411***
Approval to Purchase one new Dodge Ram 2500 4x4 Crew Cab Truck for the Cemetery Department from Grapevine Dodge through BuyBoard

F. 12. **** RESOLUTION NO. 7412***
Authorizing the Purchase of a New 2500 Crew 4x4 Short Bed from Grapevine Dodge for the Street Maintenance Department through BuyBoard

F. 13. **** RESOLUTION NO. 7413***
Authorizing the Purchase of a New 2025 Ford F-750 with a 2,000 Gallon Water Body from Rush Truck Center for the Street Maintenance Department through BuyBoard

F. 14. **** RESOLUTION NO. 7414***
Authorizing the Purchase of a New SVL97 Skid Steer from Zimmerer Kubota for the Street Maintenance Department through Sourcewell

F. 15. **** RESOLUTION NO. 7415***
Authorizing the Purchase of a New 2025 Ford F-550 Pothole Repair Truck from Texas Pack + Load for the Street Maintenance Department through Sourcewell

G.1. **** CHANGE ORDER NO. 2***
Change Order No 2. to Provide Water/Wastewater Rate Update Services

H. 1. **** PAYMENT AUTHORIZATION***
Year Two Payment of the TASER 7 Certification Bundles for the Sherman Police Department

I. 5. **** OTHER BUSINESS***
Approve Investment Report for Quarter Ended September 30, 2024

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6779

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6752, And Granting A Specific Use Permit To Allow A High School with an Auditorium, Arena, Coliseum, Theater, or Amphitheater (grades 9-12) In An R-6 (Single Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District Located At 2907 West Travis Street, City Of Sherman, Grayson County, Texas; Sherman Independent School District (Owner), Brannon Kidd (Representative), Teague Nall & Perkins, Inc (Engineer/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:

Repealing Ordinance 6752 and Consideration of a Specific Use Permit for 94.760 acres of land located at 2907 West Travis Street to Allow A High School with an Auditorium, Arena, Coliseum, Theater, or Amphitheater (grades 9-12) in an R-6 (Single Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District

Background:

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

The following has been approved for this location:

- 6/18/2024 - Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a high school (grades 9-12) in an R-6 (Single Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District and repeal Ordinance No. 6149 and Ordinance No. 6495.
- 5/17/2022 - Amendment to the Specific Use Permit and site plan approval to allow a high school (grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.
- 8/21/2018 - Specific Use Permit To allow a high school (grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.

Origination:

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

Financial Consideration:
None

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

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6779
2. Location Map
3. Zoning Map
4. Future Landuse Map
5. Exhibit A - Survey & Site Plan
6. Exhibit B - Landscape
7. Tree preservation
8. Staff Review Letter
9. Sherman Parking Study

ORDINANCE NO. 6779

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6752, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HIGH SCHOOL WITH AN AUDITORIUM, ARENA, COLISEUM, THEATER, OR AMPHITHEATER (GRADES 9-12) IN AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT/C-1 (RETAIL BUSINESS) DISTRICT/F.M. HIGHWAY 1417 OVERLAY DISTRICT LOCATED AT 2907 WEST TRAVIS STREET, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN INDEPENDENT SCHOOL DISTRICT (OWNER), BRANNON KIDD (REPRESENTATIVE), TEAGUE NALL & PERKINS, INC (ENGINEER/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 2907 West Travis Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit allow a High School with an Auditorium, Arena, Coliseum, Theater, or Amphitheater (grades 9-12) subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property as described as **Exhibit A – Survey/Site Plan** and **Exhibit B – Landscape Plan**.

SECTION 2. Repeal of Ordinance No. 6752. The City Council hereby repeals Ordinance No. 6752 of the Code of Ordinances in its entirety. The effective date of such repeal shall not occur

until the effective date of this Ordinance, at which time Ordinance No. 6752 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of any provision of Ordinance No. 6752 occurring before the effective date of this Ordinance.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (Code of Ordinances Chapter 3.02(c))
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (Sec. 14.04.004)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (Article 14.07)
5. There shall be no off-site parking for events along West Travis Street, Interurban Parkway, Steeple Chase Drive or within the subdivision north of the high school.
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.

Fire Services:

12. The following are informational items only that may be applicable during construction but should not hold up approval of a site plan for zoning by the Fire Marshal's Office.
13. [ ] 903.3.7 Amended - Fire department connections for automatic sprinkler systems shall be installed in accordance with Section 912. Fire department connections shall be located not more than 100 ft (30.5 m) from the nearest fire hydrant connected to an approved water supply. Fire department connections shall be a 2.5-inch threaded fitting design. Fire

department connections shall be equipped with locking Knox caps that operate with the Authority Having Jurisdiction's Knox key. (Located In City Ordinances Amendments) *Don't see the FDC locations on the 2 Eastside Grandstands

14. [ ] 503.2.1 Amended - Fire apparatus access roads and security gate openings shall have an unobstructed width of not less than the approved fire apparatus access road, except for approved security gates in accordance with section 503.6, and an unobstructed vertical clearance of not less than 14 feet. (Located In City Ordinances Amendments) *Eastside "6' Rolling Gate appears to have a post about 16' into the fire lane.
15. [ ] D103.5 Amended - Electric gates shall be equipped with a Knox key switch that operates with the Authority Having Jurisdiction's Knox key. Emergency opening devices shall be approved by the fire code official. (Located In City Ordinances Amendments)
16. [ ] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. (Located In City Ordinances Amendments)

Additional Conditions:

17. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A.**
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 21st day of October 2024.

ADOPTED on this the 21st day of October 2024.

EFFECTIVE DATE on this the 21st day of October 2024.

CITY OF SHERMAN, TEXAS

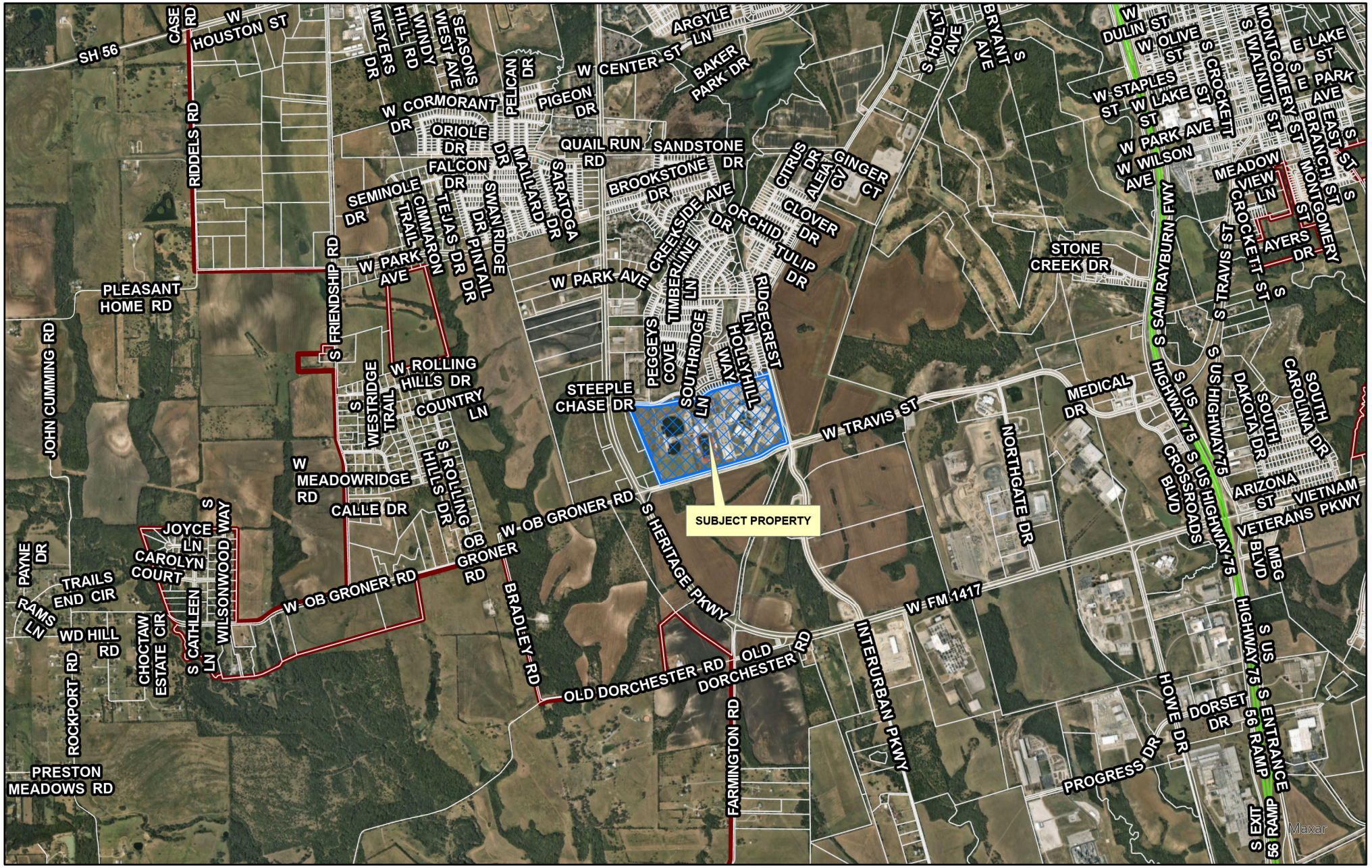
BY: _____
DAVID PLYLER, MAYOR

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



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2907 W TRAVIS ST

N
W E
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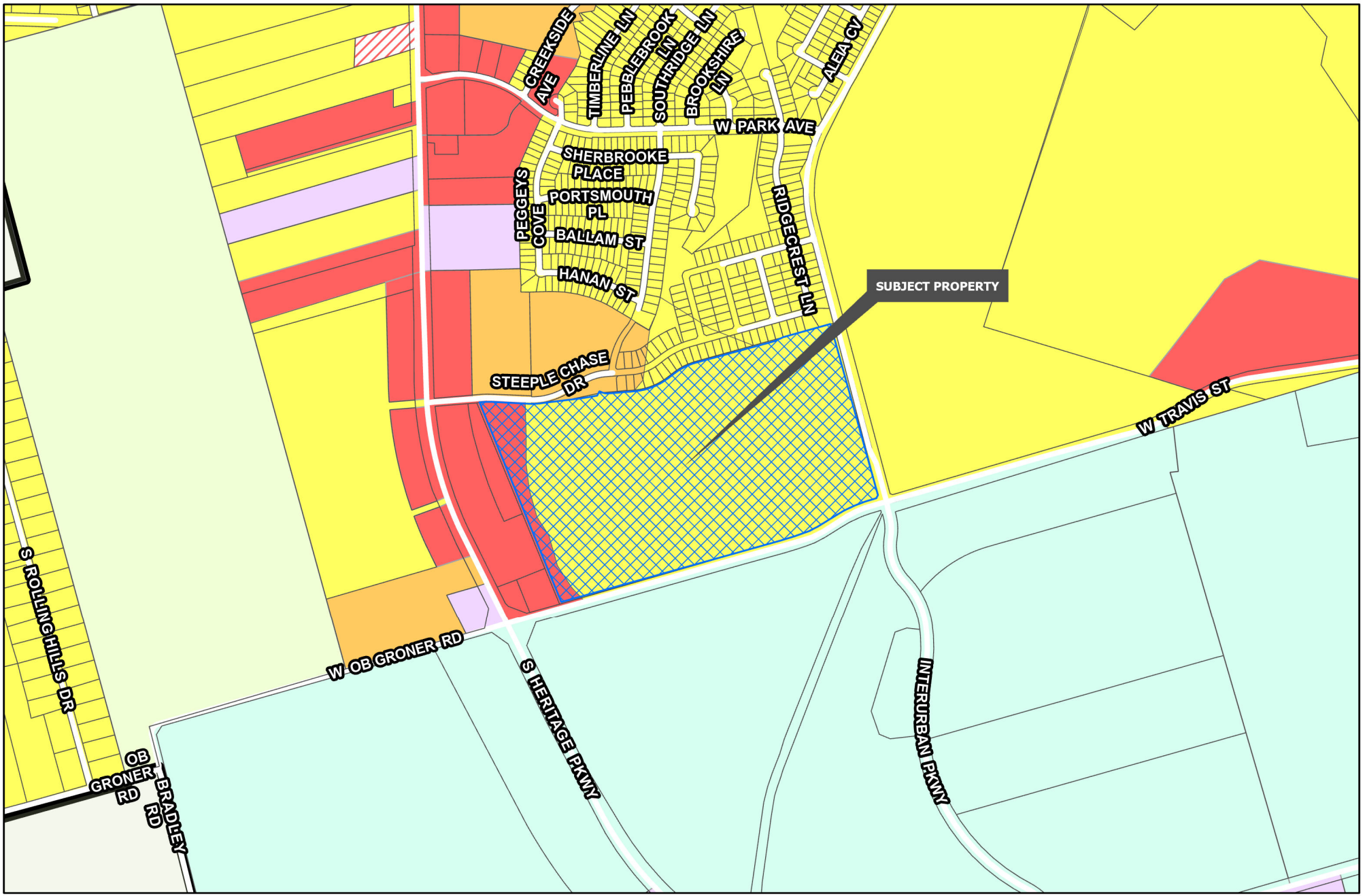
Date: 6/10/2024 10:09 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
ZONING MAP
2907 W TRAVIS ST

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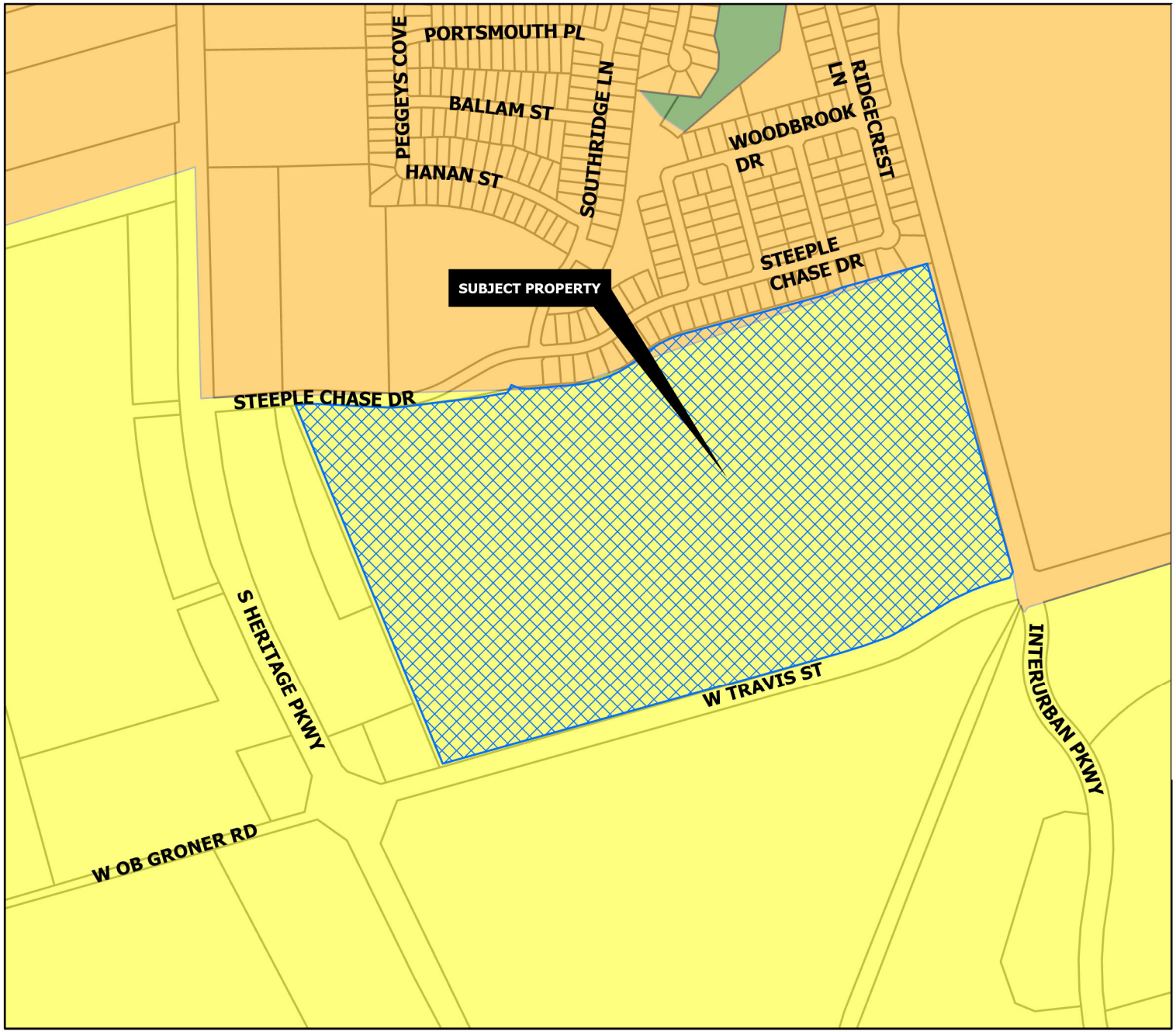

SUBURBAN NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2907 W TRAVIS ST

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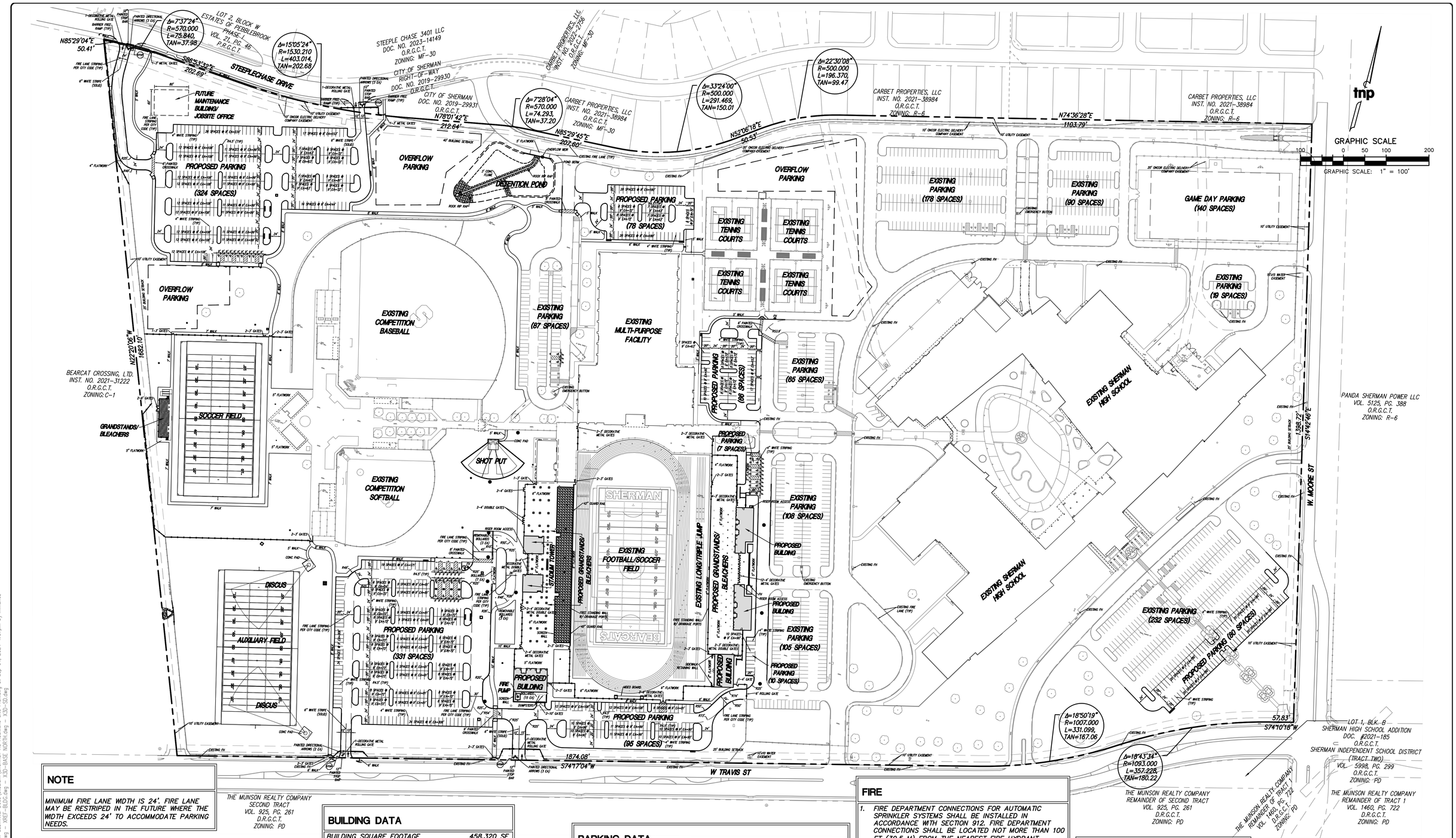
EXHIBIT A



NOTE

MINIMUM FIRE LANE WIDTH IS 24'. FIRE LANE MAY BE RESTRIPED IN THE FUTURE WHERE THE WIDTH EXCEEDS 24' TO ACCOMMODATE PARKING NEEDS.

BUILDING DATA

BUILDING SQUARE FOOTAGE	458,320 SF
STADIUM SQUARE FOOTAGE	19,150 SF
GROSS PROPERTY SQUARE FOOTAGE	4,047,229 SF
BUILDING HEIGHT	54 FT
STADIUM HEIGHT	103 FT
STADIUM SPEAKER POLE HEIGHT	120 FT
STADIUM LIGHT POLE HEIGHT	130 FT

PARKING DATA

STADIUM

PARKING SPACES: VARIANCE REQUESTED FOR 4:1 RATIO OF STADIUM SEATS TO PARKING SPACES

REQUIRED PARKING:
8,060 STADIUM SEATS/4 = 2,015 SPACES
HANDICAP PARKING: = 30 SPACES

HIGH SCHOOL

PARKING SPACES: 8 SPACES PER CLASSROOM

REQUIRED PARKING:
110 CLASSROOMS X 8 = 880 SPACES
HANDICAP PARKING = 18 SPACES

PROVIDED PARKING:

TOTAL PROPOSED STANDARD PARKING:	1104 SPACES
TOTAL PROPOSED HANDICAP PARKING:	27 SPACES
TOTAL EXISTING STANDARD PARKING:	853 SPACES
TOTAL EXISTING HANDICAP PARKING:	31 SPACES
TOTAL PARKING:	2015 SPACES

FIRE

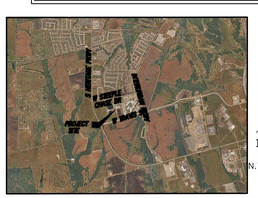
1. FIRE DEPARTMENT CONNECTIONS FOR AUTOMATIC SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 912. FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED NOT MORE THAN 100 FT (30.5 M) FROM THE NEAREST FIRE HYDRANT CONNECTED TO AN APPROVED WATER SUPPLY. FIRE DEPARTMENT CONNECTIONS SHALL BE A 2.5-INCH THREADED FITTING DESIGN. FIRE DEPARTMENT CONNECTIONS SHALL BE EQUIPPED WITH LOCKING KNOX CAPS THAT OPERATE WITH THE AUTHORITY HAVING JURISDICTION'S KNOX KEY
2. EXTERIOR ACCESS DOOR DIRECTLY INTO THE SPRINKLER CONTROL ROOM IS REQUIRED.

SIGNS/FENCES

ALL SIGNS/FENCES SHALL BE PERMITTED SEPARATELY & SHALL ADHERE TO THE ORDINANCE. SIGNS MUST ADHERE TO THE SIGN ORDINANCE (ARTICLE 14.07).

ZONING

THE SCHOOL PROPERTY IS ZONED R-6 – SINGLE FAMILY RESIDENTIAL, C-1 – RETAIL BUSINESS, AND 1417 OVERLAY DISTRICT. THE SURROUNDING PROPERTIES ARE ZONED R-6, C-1, MF-30 – MULTIFAMILY RESIDENTIAL, PD – PLANNED DEVELOPMENT AND 1417 OVERLAY DISTRICT.



LOCATION MAP
N.T.S.

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

SPECIFIC USE PERMIT
SITE PLAN
SHERMAN HS ADDITIONS
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
SEPTEMBER 2024

Drawing: T:\Projects\WJC23544\Eng-CAD\Docs\Site Plan Submittal Docs\Stadium\Sherman HS Additions Site Plan.dwg at Sep 04, 2024-1:37pm by mmunoz
Layout: Layout1 Xrefs: X3D-BASE.dwg - X3D-BASE_WORTH.dwg - X3D-BASE_WORTH.dwg - X3D-SD.dwg

EXHIBIT B

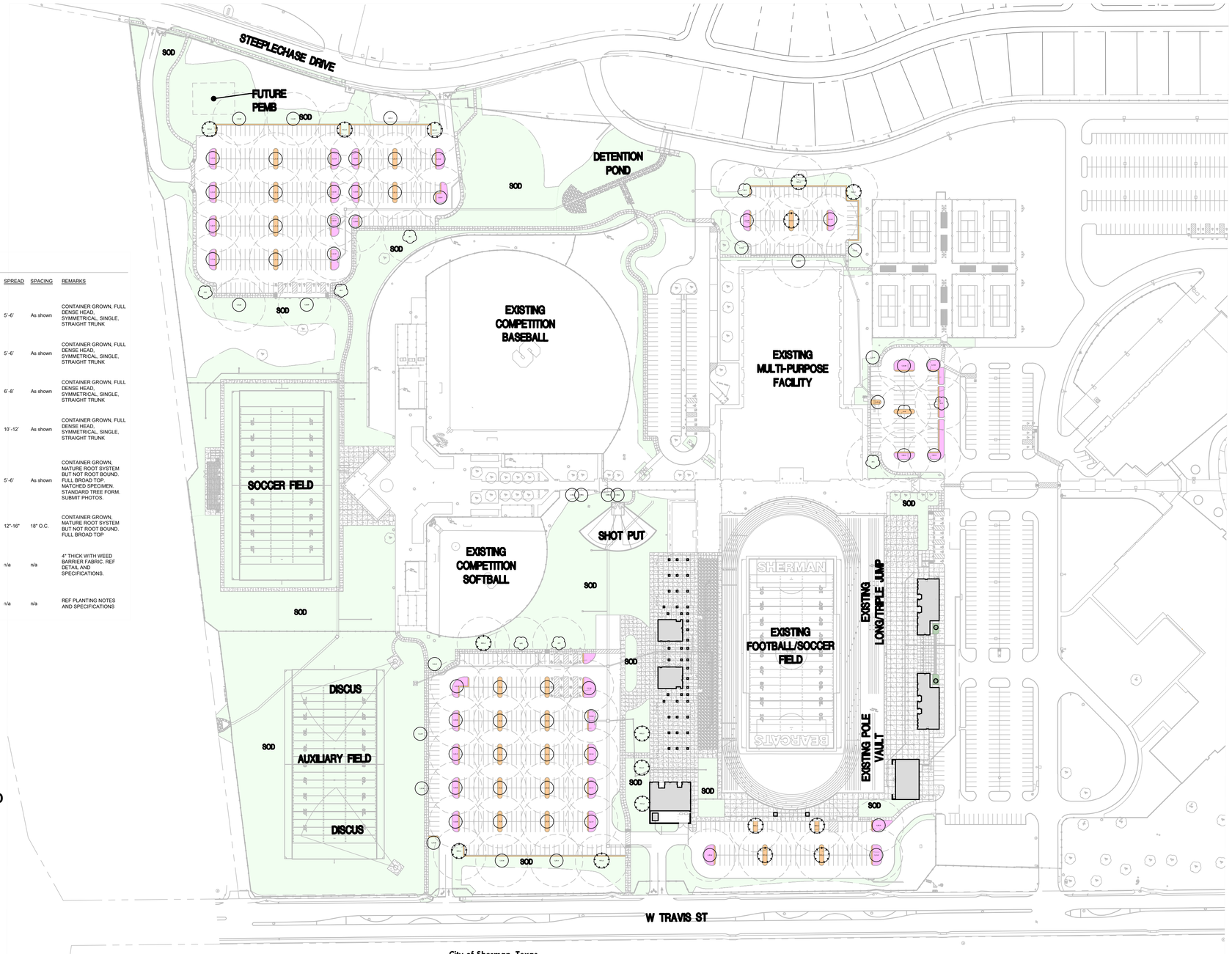
PLANT SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	QTY	SIZE	HEIGHT	SPREAD	SPACING	REMARKS
TREES								
CELM	CEDAR ELM	Ulmus crassifolia	64	3" Cal.	12'-14'	5'-6'	As shown	CONTAINER GROWN, FULL DENSE HEAD, SYMMETRICAL, SINGLE, STRAIGHT TRUNK
CHNQ	CHINKAPIN OAK	Quercus muehlenbergii	4	3" Cal.	12'-14'	5'-6'	As shown	CONTAINER GROWN, FULL DENSE HEAD, SYMMETRICAL, SINGLE, STRAIGHT TRUNK
LIVE	LIVE OAK	Quercus virginiana	9	3" Cal.	11'-12'	6'-8'	As shown	CONTAINER GROWN, FULL DENSE HEAD, SYMMETRICAL, SINGLE, STRAIGHT TRUNK
REDO	TEXAS RED OAK	Quercus buckleyi	16	3" Cal.	12'-14'	10'-12'	As shown	CONTAINER GROWN, FULL DENSE HEAD, SYMMETRICAL, SINGLE, STRAIGHT TRUNK
ORNAMENTAL TREES								
EH	EAGLESTON HOLLY	Ilex x 'Eagleston'	2	45 Gal.	10'-12'	5'-6'	As shown	CONTAINER GROWN, MATURE ROOT SYSTEM BUT NOT ROOT BOUND. FULL BROAD TOP. MATCHED SPECIMEN. STANDARD TREE FORM. SUBMIT PHOTOS.
SHRUB AREAS								
	BERKELEY SEDGE	Carex divulsa	204	1 Gal.	10"-12"	12"-16"	18" O.C.	CONTAINER GROWN, MATURE ROOT SYSTEM BUT NOT ROOT BOUND. FULL BROAD TOP
GROUND COVERS								
	DECOMPOSED GRANITE	Decomposed Granite	11,174 sf	1/4" Minus	n/a	n/a	n/a	4" THICK WITH WEED BARRIER FABRIC. REF DETAIL AND SPECIFICATIONS.
SOD								
	SOD	Cynodon Dactylon `TIF 419`	648,749 sf	Solid Sod / Roll	n/a	n/a	n/a	REF PLANTING NOTES AND SPECIFICATIONS

LEGEND

SOD

DECOMPOSED GRANITE

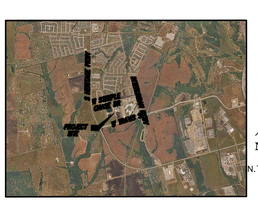


tnp

GRAPHIC SCALE

100 0 50 100 200

GRAPHIC SCALE: 1" = 100'



N

N.T.S.

LOCATION MAP

N.T.S.

City of Sherman, Texas
Landscape Requirements - Sherman High School

14.04.006 Residential and Commercial Landscape Requirements	Unit	LANDSCAPING Req. per SF	LS SF Required	LS SF Provided
(d) (2) Landscape areas	313,890	(SF)		
Parking lots shall have open landscpe areas that are equal to but not less tham ten (10) percent of the parking areas and drives in the parking areas. The required landscape areas may be located along the perimeter of a parking lot ot interior to the parking lot as landscaped islands.		10%	31,389	45,358
A. A minimum of one (1) shade tree shall be planted in all required islands. In order to maximize shade and aesthetics for people and vehicles, landscped islands shall be located at the end of every parking row and throughout the interior of the parking lot so that a landscaped island is provided for every twelve (12) parking stalls in a row.		MET		
B. Shade trees shall be planted throughout the interior of the parking lot so that no parking stall shall be more than 50' from the center point of any City-approved parking lot tree.		MET		
C. Landscaping shall consist of a combination of such materials as turf or ornamental grasses, ground cover, shrubs, vines, hedges, trees or other such materials. Landscape areas shall not contain more than 50% of a non-vegetative landscape material		50%	15,695	34,189
D. To protect the root health of trees located within landscape islands, all landscaped areas shall be protected with a two (2) foot wide non-vegetative pervious surface area adjacent to the back of the curb adjacent to all parking spaces.		MET		
TOTALS		LANDSCAPE	31,389 Required	45,358 Provided

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

	Tree Type	Tree Diameter (inches)	Replacement Percentage	Status	Tree Classification	Mitigation Inches	Positive Credits
1	LIVE OAK	3	0%	Remove	Non-Protected	0	0
2	LACEY OAK	3	0%	Remove	Non-Protected	0	0
3	LIVE OAK	3	0%	Remove	Non-Protected	0	0
4	LACEY OAK	3	0%	Remove	Non-Protected	0	0
5	LACEY OAK	3	0%	Remove	Non-Protected	0	0
6	LACEY OAK	3	0%	Remove	Non-Protected	0	0
7	LACEY OAK	3	0%	Preserve	Non-Protected	0	0
8	LIVE OAK	3	0%	Remove	Non-Protected	0	0
9	LACEY OAK	3	0%	Remove	Non-Protected	0	0
10	LIVE OAK	3	0%	Remove	Non-Protected	0	0
11	LIVE OAK	3	0%	Preserve	Non-Protected	0	0
12	LIVE OAK	3	0%	Preserve	Non-Protected	0	0
13	LIVE OAK	3	0%	Remove	Non-Protected	0	0
14	LACEY OAK	3	0%	Remove	Non-Protected	0	0
15	LACEY OAK	3	0%	Preserve	Non-Protected	0	0
16	LIVE OAK	3	0%	Remove	Non-Protected	0	0
17	LACEY OAK	3	0%	Remove	Non-Protected	0	0
18	LACEY OAK	3	0%	Remove	Non-Protected	0	0
19	LACEY OAK	3	0%	Remove	Non-Protected	0	0
20	BUR OAK	3	0%	Remove	Non-Protected	0	0
21	LACEY OAK	3	0%	Remove	Non-Protected	0	0
22	LACEY OAK	3	0%	Remove	Non-Protected	0	0
23	LACEY OAK	3	0%	Remove	Non-Protected	0	0
24	LACEY OAK	3	0%	Remove	Non-Protected	0	0
25	LACEY OAK	3	0%	Remove	Non-Protected	0	0
26	LACEY OAK	3	0%	Remove	Non-Protected	0	0
27	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
28	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
29	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
30	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
31	CHINQUAPIN OAK	3	0%	Remove	Non-Protected	0	0
32	CHINQUAPIN OAK	3	0%	Remove	Non-Protected	0	0
33	CHINQUAPIN OAK	3	0%	Remove	Non-Protected	0	0
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35	CHINQUAPIN OAK	3	0%	Remove	Non-Protected	0	0
36	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
37	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
38	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
39	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
40	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
41	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
42	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
43	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
44	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
45	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
46	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
47	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
48	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
49	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
50	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
51	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
52	CHINQUAPIN OAK	3	0%	Preserve	Non-Protected	0	0
53	CEDAR ELM	3	0%	Preserve	Non-Protected	0	0
54	CEDAR ELM	3	0%	Preserve	Non-Protected	0	0
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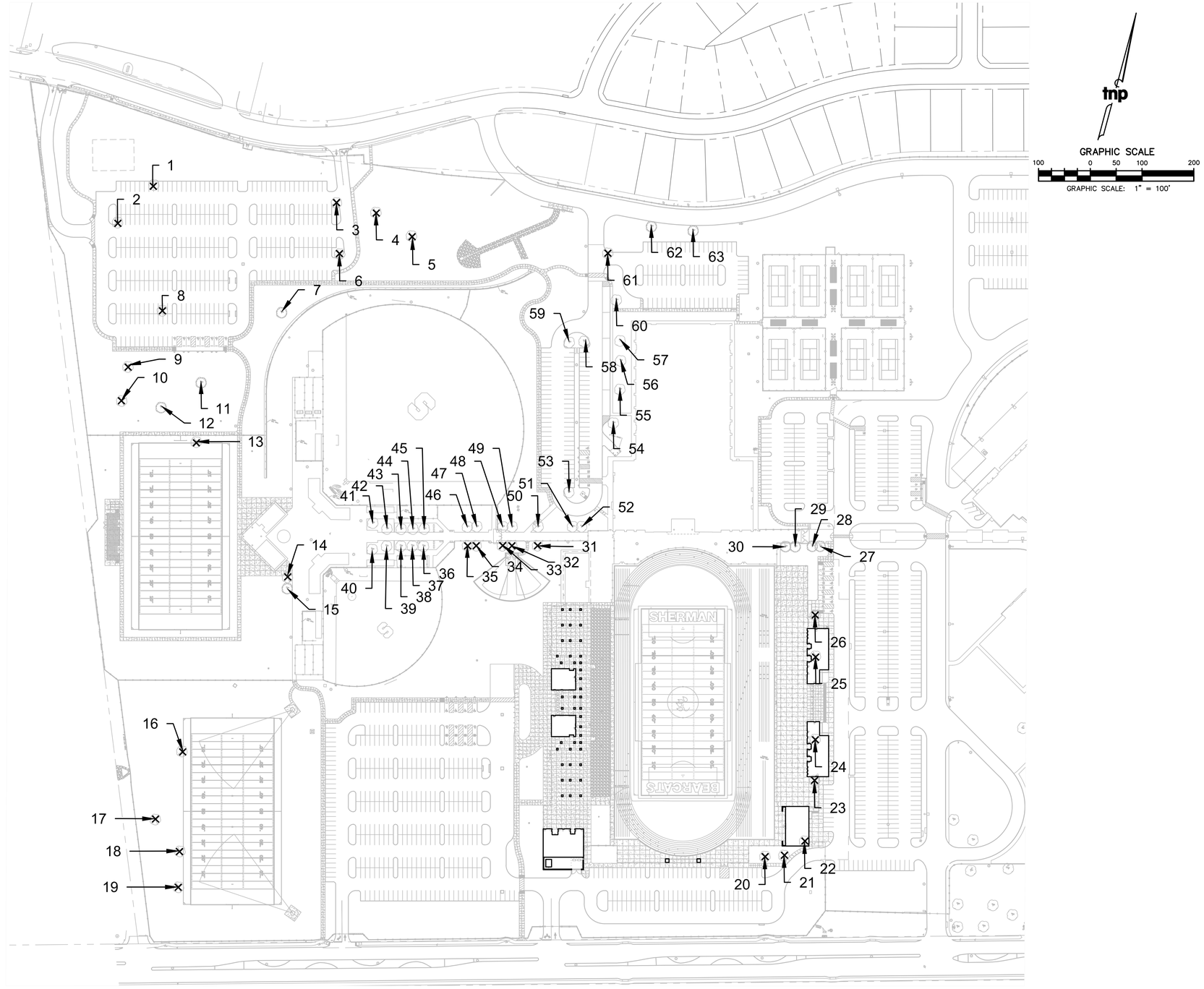
59	CEDAR ELM	3	0%	Preserve	Non-Protected	0	0
60	CEDAR ELM	3	0%	Preserve	Non-Protected	0	0
61	CEDAR ELM	3	0%	Preserve	Non-Protected	0	0
62	CEDAR ELM	3	0%	Remove	Non-Protected	0	0
63	CEDAR ELM	3	0%	Preserve	Non-Protected	0	0
					Total Inches to be Removed	**0**	
					Total Credits		**0**
					Total Inches to be Mitigated	**0**	
					Total Inches to be Provided	**0**	
					Number of Inches Remaining	**0**	

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



LANDSCAPE ARCHITECT STATEMENT:
I, JOE L. MADRID, BEING A REGISTERED LANDSCAPE ARCHITECT OR ARBORIST ATTEST THAT THE IDENTIFICATION AND SIZE OF TREES IDENTIFIED ON THIS SURVEY ARE CORRECT AND THAT ALL PROTECTED TREES HAVE BEEN SHOWN.

SIGNATURE: Joe L. Madrid DATE: 09/04/2024

N
N.T.S.

LOCATION MAP
N.T.S.

teague nall & perkins
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TREE SURVEY LEGEND

TREE TO BE PRESERVED

TREE TO BE REMOVED

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 11, 2024

Brannon Kidd
2701 Loy Lake Road
Sherman, TX 75090

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

Dear Applicants,

The request for a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a high school with an Auditorium, Arena, Coliseum, Theater, or Amphitheater (grades 9-12) in an R-6 (Single Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District and repeal Ordinance No. 6752 located at 2907 West Travis Street has been scheduled to be heard by the Planning and Zoning Commission on September 18, 2024, at 5:00 P.M., in the Municipal Ballroom at 405 North Rusk, Sherman.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
    a. Landscaping requirements shall be satisfied before approval by City Council.
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. There shall be no off-site parking for events along West Travis Street, Interurban Parkway, Steeple Chase Drive or within the subdivision north of the high school.
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.

Fire Services

The following are informational items only that may be applicable during construction but should not hold up approval of a site plan for zoning by the Fire Marshal's Office.

12. [ ] 903.3.7 Amended - Fire department connections for automatic sprinkler systems shall be installed in accordance with Section 912. Fire department connections shall be located not more than 100 ft (30.5 m) from the nearest fire hydrant connected to an approved water supply. Fire department connections shall be a 2.5-inch threaded fitting design. Fire department connections shall be equipped with locking Knox caps that operate with the Authority Having Jurisdiction's Knox key. (Located In City Ordinances Amendments)
    **Don't see the FDC locations on the 2 Eastside Grandstands*
13. [ ] 503.2.1 Amended - Fire apparatus access roads and security gate openings shall have an unobstructed width of not less than the approved fire apparatus access road, except for approved security gates in accordance with section 503.6, and an unobstructed vertical clearance of not less than 14 feet. (Located In City Ordinances Amendments)
    **Eastside "6' Rolling Gate appears to have a post about 16' into the fire lane.*
14. [ ] D103.5 Amended - Electric gates shall be equipped with a Knox key switch that operates with the Authority Having Jurisdiction's Knox key. Emergency opening devices shall be approved by the fire code official. (Located In City Ordinances Amendments)
15. [ ] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. (Located In City Ordinances Amendments)

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

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

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

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

SHERMAN HIGH SCHOOL PARKING DEMAND STUDY

for

The Sherman High School Stadium

SHERMAN, TX

September 9, 2024

WSB PROJECT NO. 026363-000

Parking Demand Study

For the

Sherman High School Stadium

Sherman, Texas

WSB Project No. 026363-000

WSB
1221 South Mopac Expressway #355
Austin, TX 78746
TBPE Firm Registration #16849
(512) 327-9204

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APPENDIX B – EXCERPTS FROM ULI
APPENDIX C – SIMILAR STADIUM LAYOUTS AND SITE PLANS
APPENDIX D – EXCEPRTS FROM PARKING ORDINANCES

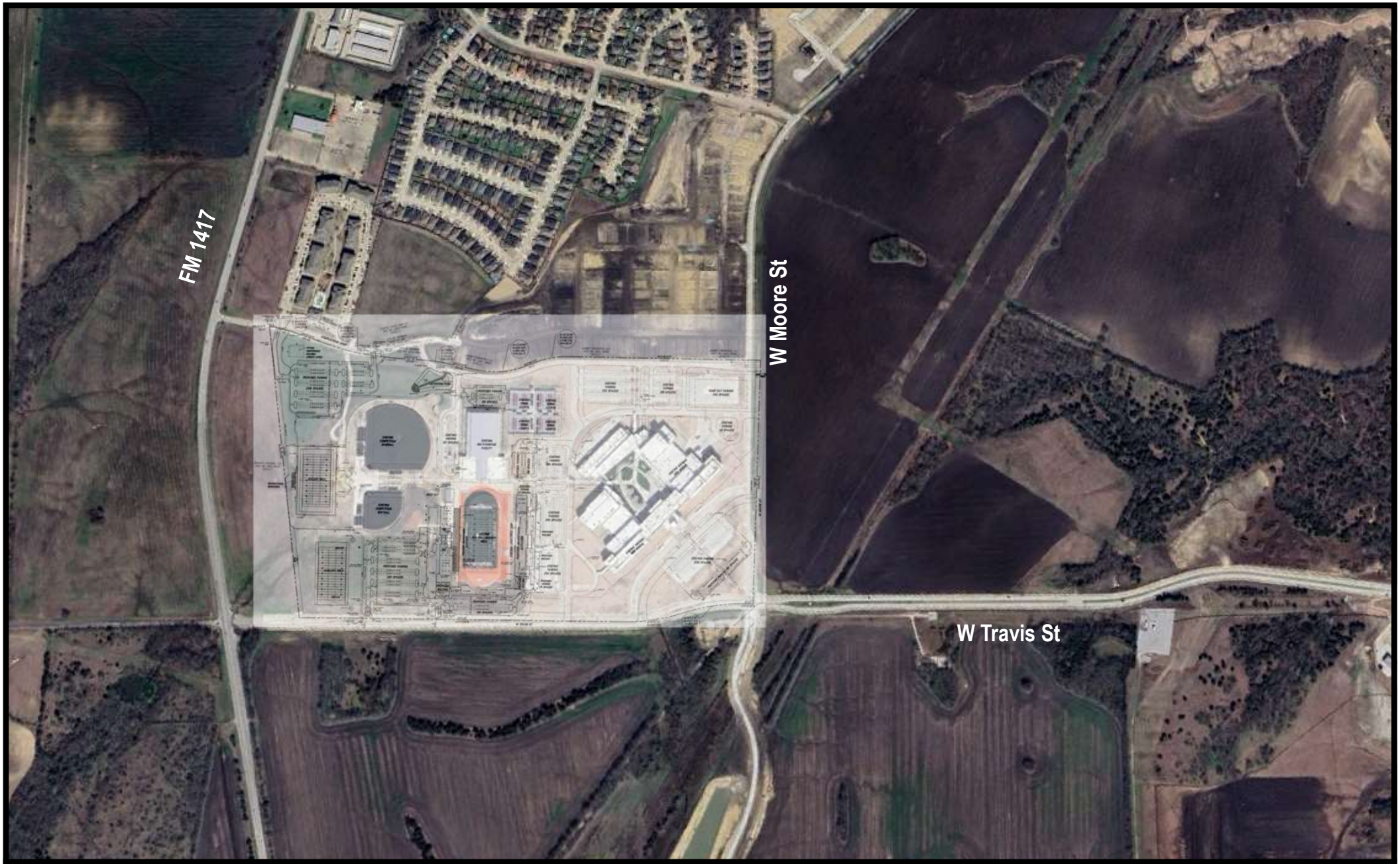
Introduction

The services of WSB LLC were retained by the City of Sherman to conduct a parking demand analysis for the proposed stadium at Sherman High School located in the City of Sherman, TX. Sherman High School is located in the northwest quadrant of the West Travis Street and West Moore Street intersection, as shown in **Figure 1**. The stadium is located west of the existing high school, with access from West Travis Street.

The proposed stadium additions will include grandstands/ bleachers with a total of 8,060 seats. A site plan dated August 2024 with the proposed additions to the high school and stadium was provided by Teague Nall & Perkins and is included in **Appendix A.** This site plan overlaid on aerial imagery is included for reference in **Figure 1**.

A parking demand analysis was completed for the proposed stadium at Sherman High School located in the City of Sherman, TX. The proposed stadium additions will include grandstands/ bleachers with a total of 8,060 seats. A new soccer field and auxiliary field are also being added, along with several new parking lots surrounding the stadium and new fields.

Parking information from the Institute of Transportation Engineers (ITE) Parking Generation Manual and Urban Land institute (ULI) Shared Parking Manual was reviewed for similar land uses. Parking information for several similar types of high school stadiums in north Texas were also compared to the proposed Sherman stadium, to evaluate expected parking needs of the facility.



Sherman High School
Parking Demand Study
Sherman, TX

Figure 1

Study Location

Stadium and Event Information

Based on the site plan of the Sherman High School Stadium, the facility is proposed to have 8,060 seats surrounding the football/ soccer field. Typical attendance for special events (football games) is expected to fill approximately 80% of the stadium seats. It is expected that 357 seats will be occupied by the home team band and drill members and an additional 357 seats for the visiting team band and drill members for each special event. Attendance does not account for the football players, cheerleaders, or coaches that will be on the field during the game. Although not occupying a stadium seat, the parking spaces analysis will account for the players, cheerleaders and coaches.

Parking Generation References

The ITE Parking Generation Manual and ULI Shared Parking Manual were reviewed for parking information based on similar land uses. The most similar uses in the ITE Parking Generation Manual would be 488 – Soccer Complex or 530 – High School. After further review of the land use descriptions and data points from these two categories, it was determined that data would not be used from the ITE Trip Generation Manual. None of the soccer complex sites or high schools surveyed were in the state of Texas and the parking rates would not fully represent the expected attendance of a high school football game in Texas. The most similar land use was found to be a Professional Football Stadium from the Urban Land Institute (ULI) Shared Parking Manual. This land use has a recommended base parking ratio of 0.31 spaces per seat on both weekdays and weekends. The breakdown of users for this land use is 0.3 spaces/seat per visitor and 0.01 spaces/seat per employee. This ratio is equivalent to approximately 3.33 attendees per parked vehicle. Excerpts from ULI manual are included in **Appendix B**.

Parking supply for similar high school stadiums in North Texas (listed below) were also compared to the proposed Sherman High School stadium, to evaluate expected parking needs of the facility:

- McKinney ISD Stadium in McKinney, TX
- Prosper ISD Children's Health Stadium in Prosper, TX
- Celina Bobcats Athletic Complex in Celina, TX
- Melissa ISD Stadium in Melissa, TX
- Denton ISD Stadium in Denton, TX

Table 1 provides information about the capacity, parking spaces, and spaces/seat ratios for each stadium. It should be noted that the Prosper ISD Children's Health Stadium, Melissa ISD Stadium, and Denton ISD stadium have additional overflow parking. Separate ratio calculations were made for these stadiums with the additional parking. The spaces per seat ratio is based on 100% capacity for simplicity. Between the five other stadiums, there was an average of 0.20 spaces per seat or one space per five seats (not including overflow parking). **Appendix C** includes maps and parking information for the five similar stadiums.

Table 1 – Similar Stadium Parking Supply

Stadium	Seats (Full Capacity)	Seats (80% Capacity)	Parking Spaces Provided	Overflow Parking Spaces	Spaces / Seat Ratio (with overflow)	Seats / 1 Space Ratio (with overflow)
McKinney ISD Stadium	12,000	9,600	2,482	-	0.21	4.83
Prosper ISD Children's Health Stadium	12,000	9,600	2,495	2,102	0.21 (0.38)	4.81 (2.61)
Celina Bobcats Athletics Complex	6,500	5,200	1,215	-	0.19	5.35
Melissa ISD Stadium	10,000	8,000	1,954	546	0.20 (0.25)	5.12 (4.0)
Denton ISD Stadium	12,000	9,600	2,150	250	0.18 (0.20)	5.58 (5.0)

General code parking requirements for stadiums were also researched for North Texas cities. City ordinances for the Cities of McKinney, Prosper, Allen, Denison, Melissa, and Denton were identified to have specific parking requirements, as shown in **Table 2**. The City of Sherman currently requires one parking space for every three seats for sporting arenas, but many nearby cities have a lower threshold of one parking space for every four seats. Parking ordinance excerpts for a few North Texas cities are included in **Appendix D**.

Table 2 – City Ordinance Stadium Parking Requirements

City	Spaces / Seat Requirement	Seats / 1 Space Requirement
McKinney	0.25	4
Prosper	0.25	4
Allen	0.25	4
Denison	0.33	3
Melissa	0.25	4
Denton	0.25	4

Sherman High School Stadium Parking Demand

With the 8,060-seat stadium anticipated, the following assumptions were made:

- 80% capacity for special events: 6,448 attendees are expected per event
- The home and visitor band and drill teams are each expected to utilize 357 seats based on coordination with the high school staff
    - Band: 206 members (200 students and 6 staff) at 1.5 seats/person
    - Drill: 32 members (30 students and 2 staff) at 1.5 seats/person
- The visiting band and drill teams are expected to arrive by bus, but the home team is expected to utilize the provided parking lots at 0.31 spaces/seat
- 10% of the attendees will be dropped off (no parking space required)
- Approximately 240 spaces will be needed for the football players, coaches, and cheerleaders based on coordination with the high school sports coordinators
- The remaining attendees arriving by vehicle will require 0.31 parking spaces/seat

Table 3 shows a summary of the parking supply for Sherman High School at 80% capacity. For a sensitivity analysis, parking required for the stadium at full capacity was also calculated, as shown in **Table 4**. It was assumed that no adjacent fields (soccer, baseball, etc.) would have events occurring concurrently with events at the stadium and therefore no additional parking was accounted for the other fields nearby.

Table 3 – Sherman High School Stadium Parking Supply- 80% Capacity

Description	Quantity	Units
Stadium Seating		
Total Capacity of Stadium	8,060	Seats
Typical Capacity Assumed for Special Events- 80%	6,448	Seats
Number of Seats Occupied by Band / Drill Team- Home Team (assumed 1.5 seats / student)	357	Seats
Number of Seats Occupied by Band / Drill Team- Visitor Team (assumed 1.5 seats / student)	357	Seats
Total Available seats	**5,734**	**Seats**
Stadium Parking		
Assumed Attendee Drop-off- 10%	(573)	Attendees
Remaining Attendees Arriving by Vehicles	5,161	Attendees
Parking Required per ULI parking Ratio (ULI *Shared Parking, 3rd Ed*) (0.31 spaces/seat)	1,600	Spaces
Football Players, Cheerleaders, and Coaches	240	Spaces
Home Band and Drill Team (0.31 spaces/seat)	111	Spaces
Total Parking Supply	**1,950**	**Spaces**

Table 4 – Sherman High School Stadium Parking Supply- 100% Capacity

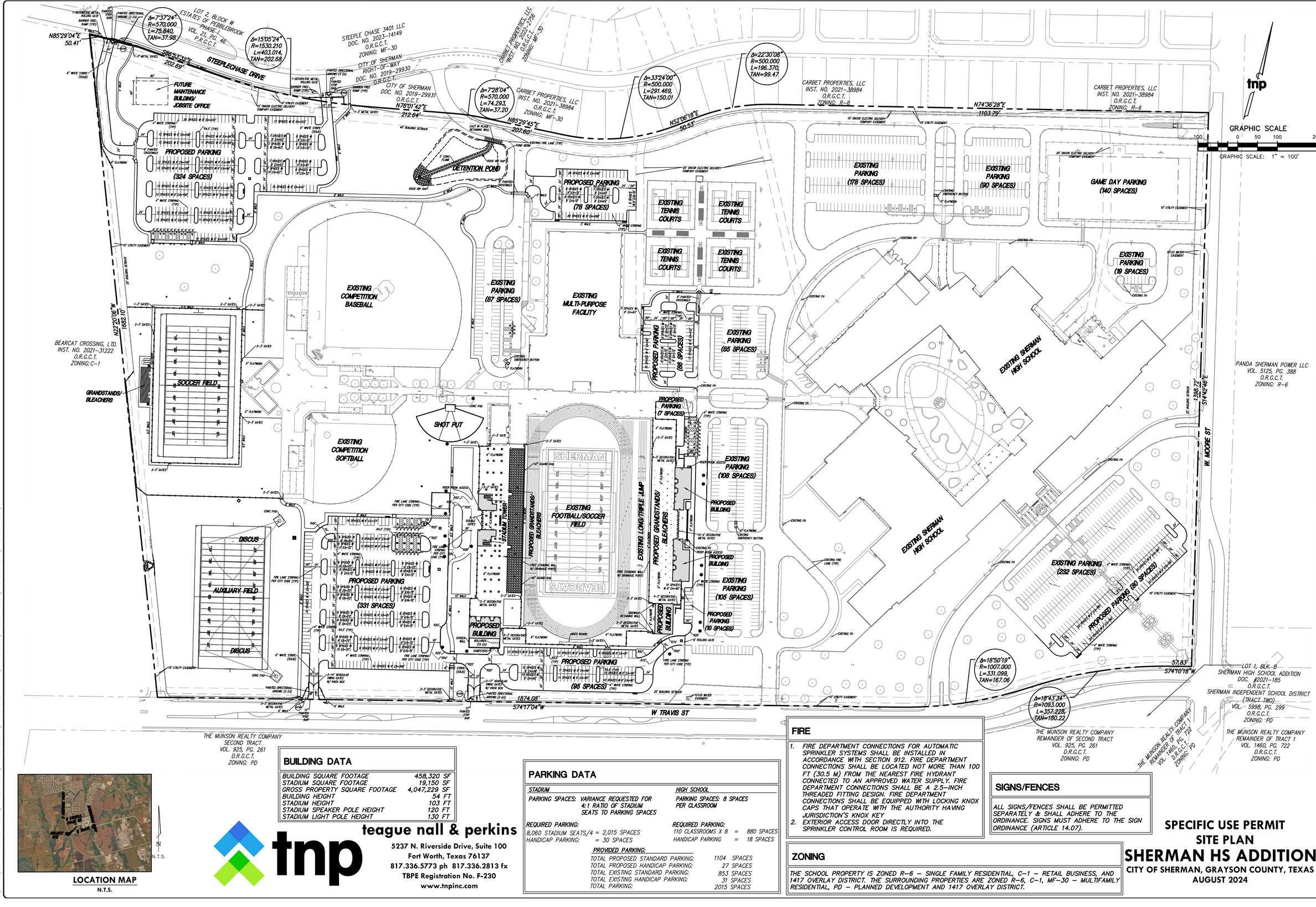
Description	Quantity	Units
Stadium Seating		
Total Capacity of Stadium	8,060	Seats
Number of Seats Occupied by Band / Drill Team- Home Team (assumed 1.5 seats / student)	357	Seats
Number of Seats Occupied by Band / Drill Team- Visitor Team (assumed 1.5 seats / student)	357	Seats
Total Available seats	**7,346**	**Seats**
Stadium Parking		
Assumed Attendee Drop-off- 10%	(735)	Attendees
Remaining Attendees Arriving by Vehicles	6,611	Attendees
Parking Required per ULI parking Ratio (ULI *Shared Parking, 3rd Ed*) (0.31 spaces/seat)	2,050	Spaces
Football Players, Cheerleaders, and Coaches	240	Spaces
Home Band and Drill Team (0.31 spaces/seat)	111	Spaces
Total Parking Supply	**2,400**	**Spaces**

Conclusions and Recommendations

A review of parking demand for a high school stadium was conducted. Based on the site information for the Sherman High School stadium, demand rates from the ULI Shared Parking Manual, and parking supply provided for similar stadiums located in a few North Texas cities, a conservative base parking rate of 0.31 spaces per seat (or 1 parking space for 3.22 seats) was used to calculate the recommended number of parking spaces. After accounting for the drop-off attendees, football players/coaches, cheerleaders, band, and drill members, it is estimated that a total of 1,950 parking spaces will be required for the Sherman High School Stadium facility (NOTE: This calculation assumes a typical 80% capacity event at the stadium.]

A review of capacity and parking supply of nearby existing high school stadiums indicated that one parking space was provided on average for approximately 5 seats, even with the codes for many cities requiring one parking space per 4 seats. The City of Sherman currently requires one parking space per 3 seats for this type of sports arena (stadium). However, based on the review of estimated parking demand and parking supply from other similar stadiums in North Texas it is recommended that a rate of one space per 3.3 seats (or approximately 1,954 spaces) should be able to accommodate typical football games at 80% capacity (or 6,448 seats) at the Sherman High School stadium. Therefore, the proposed parking supply of 2,015 should be sufficient to accommodate a typical high school football game at this stadium. It is also recommended that the Sherman ISD designate additional areas for temporary parking accommodation for an event that generates more traffic than a typical high school football game.

APPENDIX A – SITE PLAN



BUILDING DATA

BUILDING SQUARE FOOTAGE	458,320 SF
STADIUM SQUARE FOOTAGE	19,150 SF
GROSS PROPERTY SQUARE FOOTAGE	4,047,229 SF
BUILDING HEIGHT	54 FT
STADIUM HEIGHT	103 FT
STADIUM SPEAKER POLE HEIGHT	120 FT
STADIUM LIGHT POLE HEIGHT	130 FT

PARKING DATA

STADIUM

PARKING SPACES: VARIANCE REQUESTED FOR 4:1 RATIO OF STADIUM SEATS TO PARKING SPACES

REQUIRED PARKING:
8,060 STADIUM SEATS/4 = 2,015 SPACES
HANDICAP PARKING: = 30 SPACES

HIGH SCHOOL

PARKING SPACES: 8 SPACES PER CLASSROOM

REQUIRED PARKING:
110 CLASSROOMS X 8 = 880 SPACES
HANDICAP PARKING = 18 SPACES

PROVIDED PARKING:

TOTAL PROPOSED STANDARD PARKING:	1104 SPACES
TOTAL PROPOSED HANDICAP PARKING:	27 SPACES
TOTAL EXISTING STANDARD PARKING:	853 SPACES
TOTAL EXISTING HANDICAP PARKING:	31 SPACES
TOTAL PARKING:	2015 SPACES

FIRE

1. FIRE DEPARTMENT CONNECTIONS FOR AUTOMATIC SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 912. FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED NOT MORE THAN 100 FT (30.5 M) FROM THE NEAREST FIRE HYDRANT CONNECTED TO AN APPROVED WATER SUPPLY. FIRE DEPARTMENT CONNECTIONS SHALL BE A 2.5-INCH THREADED FITTING DESIGN. FIRE DEPARTMENT CONNECTIONS SHALL BE EQUIPPED WITH LOCKING KNOX CAPS THAT OPERATE WITH THE AUTHORITY HAVING JURISDICTION'S KNOX KEY
2. EXTERIOR ACCESS DOOR DIRECTLY INTO THE SPRINKLER CONTROL ROOM IS REQUIRED.

SIGNS/FENCES

ALL SIGNS/FENCES SHALL BE PERMITTED SEPARATELY & SHALL ADHERE TO THE ORDINANCE. SIGNS MUST ADHERE TO THE SIGN ORDINANCE (ARTICLE 14.07).

ZONING

THE SCHOOL PROPERTY IS ZONED R-6 – SINGLE FAMILY RESIDENTIAL, C-1 – RETAIL BUSINESS, AND 1417 OVERLAY DISTRICT. THE SURROUNDING PROPERTIES ARE ZONED R-6, C-1, MF-30 – MULTIFAMILY RESIDENTIAL, PD – PLANNED DEVELOPMENT AND 1417 OVERLAY DISTRICT.

LOCATION MAP
N.T.S.

teague nall & perkins
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SPECIFIC USE PERMIT
SITE PLAN
SHERMAN HS ADDITIONS
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
AUGUST 2024

Drawing: T:\Projects\VA\23544\Eng-C3D\Docs\Site Plan Submittal Docs\Stadium\Sherman HS Additions Site Plan.dwg at Aug 06, 2024-10:54am by mmunoz
Layout: Layout1 Xrefs: X3D-XFCS.dwg - X3D-BASE.dwg - XREF-BLDG.dwg - X3D-BASE_NORTH.dwg - X3D-SB.dwg - LINE H HGL.dwg - LINE B HGL.dwg - LINE D HGL.dwg

APPENDIX B – EXCERPTS FROM ULI PARKING MANUAL

Table 2-2 Summary of Recommended Base Parking Ratios (Spaces per Unit Land Use)

Land Use	Weekday		Weekend		Unit	Source
	Visitor	Employee	Visitor	Employee		
Community Shopping Center (<400.000 sq. ft.)	2.9	0.7	3.2	0.8	/ksf[1] GLA	1
Regional Shopping Center (400,000 to 600,000 sq. ft.)	Sliding scale between 400,000 and 600,000 sq. ft.				/ksf GLA	1
Super Regional Shopping Center (>600.000 sq. ft.)	3.2	0.8	3.6	0.9	/ksf GLA	1
Fine/Casual Dining	15.25	2.75	17.0	3.0	/ksf GLA	2, 3
Family Restaurant	9.0	1.5	12.75	2.25	/ksf GLA	3
Fast-Food Restaurant	12.75	2.25	12.0	2.0	/ksf GLA	2
Nightclub	15 25	1.25	17.5	1.5	/ksf GLA	3
Active Entertainment	Custom to each tenant					
Cineplex	0.19	0.01	0.26	0.01	/seat	3, 2
Performing Arts Theater	0.3	0.07	0.33	0.07	/seat	2
Arena	0.27	0.03	0.3	0.03	/seat	3
Pro Football Stadium	0.3	0.01	0.3	0.01	/seat	3
Pro Baseball Stadium	0.31	0.01	0.34	0.01	/seat	3
Health Club	6.6	0.4	5.5	0.25	/ksf GFA	3, 4
Convention Center	5.5	0.5	5.5	0.5	/ksf GLA	3
Hotel—Business	1.0	0.25	0.9	0.18	/room	2, 3
Hotel—Leisure	0.9	0.25	1.0	0.18	/room	2, 3
Restaurant/Lounge	10.0	—	10.0	—	/ksf GLA	2, 3, 5
Conference Center/Banquet (20 to 50 sq. ft./guest room)	30.0	—	30.0	—	/ksf GLA	2, 3, 5
Convention Space (>50 sq. ft./guest room)	20.0	—	10.0	—	/ksf GLA	2, 3, 5
Residential, Rental	0.15	1.5[2]	0.15	1.5[2]	/unit	2
Residential, Owned	0.15	1.7[2]	0.15	1.7[2]	/unit	2
Office (<25.000 sq ft.)	0.3	3.5	0.03	0.35	/ksf GFA	2
Office (25,000 to 100,000 sq. ft.) Sliding scale between					/ksf GFA	2
25,000 sq. ft.:	0.3	3.5	0.03	0.35		
100,000 sq. ft.:	0.25	3.15	0.03	0.32		
Office (100.000 to 500.000 sq. ft.) Sliding scale between					/ksf GFA	2
100.000 sq. ft.:	0.25	3.15	0.03	0.32		
500.000 sq. ft..	0.2	2.6	0.02	0.26		
Office >500,000 sq. ft.	0.2	2.6	0.02	0.26	/ksf GFA	2
Data Processing Office	0.25	5.75	0.03	0.58	/ksf GFA	2, 3
Medical/Dental Office	3.0	1.5	3.0	1.5	/ksf GFA	2, 3
Bank, Branch with Drive-in	3.0	1.6	3.0	1.6	/ksf GFA	2

Notes

Ratios based on peak parking spaces required with virtually 100% auto use and typical ridesharing for suburban conditions.

[1] /ksf = per thousand sq. ft.

[2] 1.0 spaces reserved for residents' sole use, 24 hours a day; remainder shared with visitors and other uses.

Sources:

1. *Parking Requirements for Shopping Centers*, 2nd ed. (Washington, D.C.: ULI–the Urban Land Institute, 1999).
2. *Parking Generation*, 3rd ed. (Washington, D.C.: Institute of Transportation Engineers, 2004).
3. Data collected by team members.
4. John W. Dorsett, "Parking Requirements for Health Clubs," *The Parking Professional*, April 2004.
5. Gerald Salzman, "Hotel Parking: How Much Is Enough?" *Urban Land*, January 1988.

Table 2-3 Recommended Monthly Adjustment Factors for Customer/Visitor Parking

Land Use	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Late DEC	Source
Shopping Center	56%	57%	64%	63%	66%	67%	64%	69%	64%	66%	72%	100%	80%	1, 3
Restaurant	85%	86%	95%	92%	96%	95%	98%	99%	91%	96%	93%	100%	95%	1
Fast Food	85%	86%	95%	92%	96%	95%	98%	99%	91%	96%	93%	100%	95%	1
Nightclub	84%	86%	98%	90%	90%	91%	94%	96%	92%	98%	96%	100%	95%	1
Cineplex Weekdays	27%	21%	20%	19%	27%	41%	55%	40%	15%	15%	25%	23%	100%	3
Cineplex Weekends	71%	59%	67%	58%	71%	82%	92%	75%	51%	62%	78%	67%	100%	3
Performing Arts Theater	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	100%	100%	2
Arena	90%	100%	100%	100%	100%	75%	—	—	60%	65%	90%	95%	95%	2
Pro Football Stadium[1]	—	—	—	—	—	—	—	67%	—	—	—	100%	100%	2
Pro Baseball Stadium	—	—	—	100%	100%	100%	100%	100%	100%	100%	—	—	—	2
Health Club	100%	95%	85%	70%	65%	65%	65%	70%	80%	85%	85%	90%	95%	2, 4
Convention Center[2]	75%	100%	90%	55%	60%	50%	45%	75%	80%	85%	100%	60%	—	2
Hotel—Business	71%	85%	91%	90%	92%	100%	98%	92%	93%	93%	81%	67%	50%	5
Hotel—Leisure	90%	100%	100%	100%	90%	90%	100%	100%	75%	75%	75%	50%	100%	5
Restaurant/Lounge	85%	86%	95%	92%	96%	95%	98%	99%	91%	96%	93%	100%	95%	1
Meeting/Banquet (20 to 50 sq. ft./guest room)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	2
Convention (>50 sq. ft./guest room)	75%	100%	90%	55%	60%	50%	45%	75%	80%	85%	100%	60%	—	2
Residential	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	2
Office, Bank	100%	100%	100%	100%	100%	100%	95%	95%	100%	100%	100%	100%	80%	2, 6

Notes

December = December 1-24 Late December = December 25-31

[1]Because there is only one weeknight game and no Saturday games per NFL team September through November and activity patterns are modified at adjacent uses due to the crowds expected this category is not considered a design day for parking planning

[2]Many convention centers are completely dark between Christmas and New Year's Day

Sources:

1 U S Census Bureau unadjusted estimates of monthly retail and food service sales 1999-2002

2 Data collected by team members

3 *Parking Generation* 3rd ed (Washington DC Institute of Transportation Engineers 2004)

4 John W Dorsett Parking Requirements for Health Clubs *The Parking Professional* April 2004

5 Smith Travel Research www.wwstar.com

6 Parking study conducted by Patton Harris Rust & Associates for the Peterson Companies 2001

Table 2-4 Recommended Monthly Adjustment Factors for Employee Parking

Land Use	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Late DEC	Source
Shopping Center	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	90%	100%	90%	1, 2
Restaurant	95%	95%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1, 2
Fast Food	95%	95%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1, 2
Nightclub	90%	90%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1, 2
Cineplex Weekdays	50%	50%	50%	50%	50%	75%	75%	75%	50%	50%	50%	50%	100%	3, 2
Cineplex Weekends	80%	80%	80%	80%	80%	100%	100%	90%	80%	80%	80%	80%	100%	3, 2
Performing Arts Theater	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	2
Arena	100%	100%	100%	100%	100%	75%	10%	10%	75%	75%	100%	100%	100%	2
Pro Football Stadium[1]	10%	10%	10%	10%	10%	10%	10%	100%	10%	10%	10%	100%	100%	2
Pro Baseball Stadium	10%	10%	10%	10%	100%	100%	100%	100%	100%	100%	10%	10%	10%	2
Health Club	100%	100%	95%	80%	75%	75%	75%	80%	90%	95%	95%	100%	100%	4, 2
Convention Center	85%	100%	100%	65%	70%	60%	55%	85%	90%	95%	100%	70%	10%	5, 2
Hotel	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	2
Residential	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	2
Office, Bank	100%	100%	100%	100%	100%	100%	95%	95%	100%	100%	100%	100%	80%	6

Notes

December = December 1–24; Late December = December 25–31.

[1]Because there is only one weeknight game and no Saturday games per NFL team September through November, and activity patterns are modified at adjacent uses due to the crowds expected, this category is not considered a "design day" for parking planning.

Sources:

1. U.S. Census Bureau, unadjusted estimates of monthly retail and food service sales, 1999–2002.
2. Data adjusted by team members.
3. *Parking Generation*, 3rd ed. (Washington, D.C.. Institute of Transportation Engineers, 2004).
4. John W. Dorsett, "Parking Requirements for Health Clubs," *The Parking Professional*, April 2004.
5. Smith Travel Research, www.wwstar.com.
6. Parking study conducted by Patton Harris Rust & Associates for the Peterson Companies, 2001.

Table 2-5 Recommended Time-of-Day Factors for Weekdays

Land Use	User	6 a.m.	7 a.m.	8 a.m.	9 a.m.	10 a.m.	11 a.m.	Noon	1 p.m.	2 p.m.
Shopping Center—Typical	Customer	1%	5%	15%	35%	65%	85%	95%	100%	95%
Peak December	Customer	1%	5%	15%	30%	55%	75%	90%	100%	100%
Late December	Customer	1%	5%	10%	20%	40%	65%	90%	100%	100%
	Employee	10%	15%	40%	75%	85%	95%	100%	100%	100%
Fine/Casual Dining	Customer	—	—	—	—	15%	40%	75%	75%	65%
	Employee	—	20%	50%	75%	90%	90%	90%	90%	90%
Family Restaurant	Customer	25%	50%	60%	75%	85%	90%	100%	90%	50%
	Employee	50%	75%	90%	90%	100%	100%	100%	100%	100%
Fast Food	Customer	5%	10%	20%	30%	55%	85%	100%	100%	90%
	Employee	15%	20%	30%	40%	75%	100%	100%	100%	95%
Nightclub	Customer	—	—	—	—	—	—	—	—	—
	Employee	—	—	—	5%	5%	5%	5%	10%	10%
Cineplex—Typical	Customer	—	—	—	—	—	—	20%	45%	55%
Late December	Customer	—	—	—	—	—	—	35%	60%	75%
	Employee	—	—	—	—	—	—	50%	60%	60%
Performing Arts Theater	Customer	—	—	—	1%	1%	1%	1%	1%	1%
No matinee	Employee	—	10%	10%	20%	20%	20%	30%	30%	30%
Arena	Customer	—	—	—	1%	1%	1%	1%	1%	1%
No matinee	Employee	—	10%	10%	20%	20%	20%	30%	30%	30%
Stadium	Customer	—	—	—	1%	1%	1%	5%	5%	5%
8 p.m. start	Employee	—	10%	10%	20%	20%	20%	30%	30%	30%
Health Club	Customer	70%	40%	40%	70%	70%	80%	60%	70%	70%
	Employee	75%	75%	75%	75%	75%	75%	75%	75%	75%
Convention Center	Visitor	—	—	50%	100%	100%	100%	100%	100%	100%
	Employee	5%	30%	33%	33%	100%	100%	100%	100%	100%
Hotel—Business	Guest	95%	90%	80%	70%	60%	60%	55%	55%	60%
Hotel—Leisure	Guest	95%	95%	90%	80%	70%	70%	65%	65%	70%
Restaurant/Lounge	Customer	—	10%	30%	10%	10%	5%	100%	100%	33%
Conference/Banquet	Customer	—	—	30%	60%	60%	60%	65%	65%	65%
Convention	Customer	—	—	50%	100%	100%	100%	100%	100%	100%
	Employee	5%	30%	90%	90%	100%	100%	100%	100%	100%
Residential	Guest	—	10%	20%	20%	20%	20%	20%	20%	20%
Residential	Reserved	100%	100%	100%	100%	100%	100%	100%	100%	100%
Residential	Resident	100%	90%	85%	80%	75%	70%	65%	70%	70%
Office	Visitor	—	1%	20%	60%	100%	45%	15%	45%	100%
Office	Employee	3%	30%	75%	95%	100%	100%	90%	90%	100%
Medical/Dental Office	Visitor	—	—	90%	90%	100%	100%	30%	90%	100%
	Employee	—	—	60%	100%	100%	100%	100%	100%	100%
Bank	Customer	—	—	50%	90%	100%	50%	50%	50%	70%
	Employee	—	—	60%	100%	100%	100%	100%	100%	100%

3 p.m.	4 p.m.	5 p.m.	6 p.m.	7 p.m.	8 p.m.	9 p.m.	10 p.m.	11 p.m.	Midnight	Source
90%	90%	95%	95%	95%	80%	50%	30%	10%	—	1
100%	95%	85%	80%	75%	65%	50%	30%	10%	—	1
100%	95%	85%	70%	55%	40%	25%	15%	5%	—	1
100%	100%	95%	95%	95%	90%	75%	40%	15%	—	2
40%	50%	75%	95%	100%	100%	100%	95%	75%	25%	2
75%	75%	100%	100%	100%	100%	100%	100%	85%	35%	2
45%	45%	75%	80%	80%	80%	60%	55%	50%	25%	2
75%	75%	95%	95%	95%	95%	80%	65%	65%	35%	2
60%	55%	60%	85%	80%	50%	30%	20%	10%	5%	3
70%	60%	70%	90%	90%	60%	40%	30%	20%	20%	2
—	—	—	25%	50%	75%	100%	100%	100%	100%	2
10%	20%	45%	70%	100%	100%	100%	100%	100%	100%	2
55%	55%	60%	60%	80%	100%	100%	80%	65%	40%	2, 6
80%	80%	80%	70%	80%	100%	100%	85%	70%	55%	2, 6
75%	75%	100%	100%	100%	100%	100%	100%	70%	50%	2
1%	1%	1%	1%	25%	100%	100%	—	—	—	2
30%	30%	30%	100%	100%	100%	100%	30%	10%	5%	2
1%	1%	1%	10%	25%	100%	100%	85%	—	—	2
30%	30%	30%	100%	100%	100%	100%	30%	10%	5%	2
5%	5%	5%	10%	50%	100%	100%	85%	25%	—	2
30%	30%	30%	100%	100%	100%	100%	100%	25%	10%	2
70%	80%	90%	100%	90%	80%	70%	35%	10%	—	2, 4
75%	75%	100%	100%	75%	50%	20%	20%	20%	—	2, 4
100%	100%	100%	50%	30%	30%	10%	—	—	—	2
100%	90%	70%	40%	25%	20%	20%	5%	—	—	2
60%	65%	70%	75%	75%	80%	85%	95%	100%	100%	5
70%	75%	80%	85%	85%	90%	95%	95%	100%	100%	2
10%	10%	30%	55%	60%	70%	67%	60%	40%	30%	5, 3
65%	65%	100%	100%	100%	100%	100%	50%	—	—	2
100%	100%	100%	50%	30%	30%	10%	—	—	—	2
100%	90%	70%	40%	20%	20%	20%	20%	10%	5%	2
20%	20%	40%	60%	100%	100%	100%	100%	80%	50%	2
100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	2
70%	75%	85%	90%	97%	98%	99%	100%	100%	100%	2
45%	15%	10%	5%	2%	1%	—	—	—	—	2
100%	90%	50%	25%	10%	7%	3%	1%	—	—	3
100%	90%	80%	67%	30%	15%	—	—	—	—	2
100%	100%	100%	67%	30%	15%	—	—	—	—	2
50%	80%	100%	—	—	—	—	—	—	—	3
100%	100%	100%	—	—	—	—	—	—	—	2

Sources:

1. Confidential data provided by shopping center managers.
2. Developed by team members.
3. *Parking Generation*, 3rd ed. (Washington, D.C.: Institute of Transportation Engineers, 2004).
4. John W. Dorsett, "Parking Requirements for Health Clubs," *The Parking Professional*, April 2004.
5. Gerald Salzman, "Hotel Parking: How Much Is Enough?" *Urban Land*, January 1988.
6. Parking study conducted by Patton Harris Rust & Associates for the Peterson Companies, 2001.

Table 2-6 Recommended Time-of-Day Factors for Weekends

Land Use	User	6 a.m.	7 a.m.	8 a.m.	9 a.m.	10 a.m.	11 a.m.	Noon	1 p.m.	2 p.m.
Shopping Center—Typical	Customer	1%	5%	10%	30%	50%	65%	80%	90%	100%
Peak December	Customer	1%	5%	10%	35%	60%	70%	85%	95%	100%
Late December	Customer	1%	5%	10%	20%	40%	60%	80%	95%	100%
	Employee	10%	15%	40%	75%	85%	95%	100%	100%	100%
Fine/Casual Dining	Customer	—	—	—	—	—	15%	50%	55%	45%
	Employee	—	20%	30%	60%	75%	75%	75%	75%	75%
Family Restaurant	Customer	10%	25%	45%	70%	90%	90%	100%	85%	65%
	Employee	50%	75%	90%	90%	100%	100%	100%	100%	100%
Fast Food	Customer	5%	10%	20%	30%	55%	85%	100%	100%	90%
	Employee	15%	20%	30%	40%	75%	100%	100%	100%	95%
Nightclub	Customer	—	—	—	—	—	—	—	—	—
	Employee	—	—	—	5%	5%	5%	5%	10%	10%
Cineplex—Typical	Customer	—	—	—	—	—	—	20%	45%	55%
Late December	Customer	—	—	—	—	—	—	35%	60%	75%
	Employee	—	—	—	—	—	—	50%	60%	60%
Performing Arts Theater	Customer	—	—	—	1%	1%	1%	1%	17%	67%
With matinee	Employee	—	10%	10%	20%	20%	20%	30%	100%	100%
Arena (two shows)	Customer	—	—	—	1%	1%	1%	1%	25%	95%
	Employee	—	10%	10%	20%	20%	20%	30%	100%	100%
Stadium (1 p.m. start; see	Customer	—	—	1%	1%	5%	5%	50%	100%	100%
weekday for evening game)	Employee	—	5%	10%	20%	30%	30%	100%	100%	100%
Health Club	Customer	80%	45%	35%	50%	35%	50%	50%	30%	25%
	Employee	50%	50%	50%	50%	50%	50%	50%	50%	50%
Convention Center	Visitor	—	—	50%	100%	100%	100%	100%	100%	100%
	Employee	5%	30%	33%	33%	100%	100%	100%	100%	100%
Hotel—Business	Guest	95%	90%	80%	70%	60%	60%	55%	55%	60%
Hotel—Leisure	Guest	95%	95%	90%	80%	70%	70%	65%	65%	70%
Restaurant/Lounge	Customer	—	10%	30%	10%	10%	5%	100%	100%	33%
Conference/Banquet	Customer	—	—	30%	60%	60%	60%	65%	65%	65%
Convention	Customer	—	—	50%	100%	100%	100%	100%	100%	100%
	Employee	5%	30%	90%	90%	100%	100%	100%	100%	100%
Residential	Guest	—	20%	20%	20%	20%	20%	20%	20%	20%
Residential	Reserved	100%	100%	100%	100%	100%	100%	100%	100%	100%
Residential	Resident	100%	90%	85%	80%	75%	70%	65%	70%	70%
Office	Visitor	—	20%	60%	80%	90%	100%	90%	80%	60%
Office	Employee	—	20%	60%	80%	90%	100%	90%	80%	60%
Medical/Dental Office	Visitor	—	—	90%	90%	100%	100%	30%	—	—
	Employee	—	—	60%	100%	100%	100%	100%	—	—
Bank	Customer	—	—	25%	40%	75%	100%	90%	—	—
	Employee	—	—	90%	100%	100%	100%	100%	—	—

3 p.m.	4 p.m.	5 p.m.	6 p.m.	7 p.m.	8 p.m.	9 p.m.	10 p.m.	11 p.m.	Midnight	Source
100%	95%	90%	80%	75%	65%	50%	35%	15%	—	1
100%	95%	90%	80%	75%	65%	50%	35%	15%	—	1
100%	95%	85%	70%	60%	50%	30%	20%	10%	—	1
100%	100%	95%	85%	80%	75%	65%	45%	15%	—	2
45%	45%	60%	90%	95%	100%	90%	90%	90%	50%	2
75%	75%	100%	100%	100%	100%	100%	100%	85%	50%	2
40%	45%	60%	70%	70%	65%	30%	25%	15%	10%	2
75%	75%	95%	95%	95%	95%	80%	65%	65%	35%	2
60%	55%	60%	85%	80%	50%	30%	20%	10%	5%	3
70%	60%	70%	90%	90%	60%	40%	30%	20%	20%	2
—	—	—	25%	50%	75%	100%	100%	100%	100%	2
10%	20%	45%	70%	100%	100%	100%	100%	100%	100%	2
55%	55%	60%	60%	80%	100%	100%	100%	80%	50%	2, 6
80%	80%	80%	70%	80%	100%	100%	100%	85%	70%	2, 6
75%	75%	100%	100%	100%	100%	100%	100%	70%	50%	2
67%	1%	1%	1%	25%	100%	100%	—	—	—	2
100%	30%	30%	100%	100%	100%	100%	30%	10%	5%	2
95%	81%	1%	1%	25%	100%	100%	—	—	—	2
100%	100%	30%	100%	100%	100%	100%	30%	10%	5%	2
85%	25%	—	—	—	—	—	—	—	—	2
100%	25%	10%	5%	5%	—	—	—	—	—	2
30%	55%	100%	95%	60%	30%	10%	1%	1%	—	2, 4
50%	75%	100%	100%	75%	50%	20%	20%	20%	—	2, 4
100%	100%	100%	50%	30%	30%	10%	—	—	—	2
100%	90%	70%	40%	25%	20%	20%	5%	—	—	2
60%	65%	70%	75%	75%	80%	85%	95%	100%	100%	5
70%	75%	80%	85%	85%	90%	95%	95%	100%	100%	2
10%	10%	30%	55%	60%	70%	67%	60%	40%	30%	5
65%	65%	100%	100%	100%	100%	100%	50%	—	—	5
100%	100%	100%	50%	30%	30%	10%	—	—	—	2
100%	90%	75%	60%	55%	55%	55%	45%	45%	30%	5
20%	20%	40%	60%	100%	100%	100%	100%	80%	50%	2
100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	2
70%	75%	85%	90%	97%	98%	99%	100%	100%	100%	2
40%	20%	10%	5%	—	—	—	—	—	—	2
40%	20%	10%	5%	—	—	—	—	—	—	3
—	—	—	—	—	—	—	—	—	—	2
—	—	—	—	—	—	—	—	—	—	2
—	—	—	—	—	—	—	—	—	—	3
—	—	—	—	—	—	—	—	—	—	2

Sources:

1. Confidential data provided by shopping center managers
2. Developed by team members
3. *Parking Generation*, 3rd ed. (Washington, D.C.: Institute of Transportation Engineers, 2004)
4. John W. Dorsett, "Parking Requirements for Health Clubs," *The Parking Professional*, April 2004
5. Gerald Salzman, "Hotel Parking: How Much Is Enough?" *Urban Land*, January 1988
6. Parking study conducted by Patton Harris Rust & Associates for the Peterson Companies, 2001

Table 4-9 Giants Stadium Parking Data, 2002

	Football	Pro Soccer	International Soccer	College	Concerts
Events	21	17	3	3	1
Average Attendance	78,224	17,846	49,922	60,602	58,000
Parked Cars/Attendee	0.29	0.16	0.22	0.23	0.31
Buses/Event	27.0	4.1	13.7	177.7	28.0
Buses/1,000 Attendees	0.35	0.22	0.27	2.93	0.48
Estimated Maximum Percent by Bus	2%	1%	1%	15%	2%

Source: New Jersey Sports and Exposition Authority

for soccer on weekends was a little lower at 0.16 spaces per occupied seat, while the ratio on weeknights was 0.17 spaces per seat. However, it is also likely that part of the low ratio of spaces per seat resulted from season-ticket holders not attending every game. Three international "friendlies" during the off-season, all featuring teams from other countries, attracted significantly more attendance (an average of almost 50,000 per event) and averaged 0.22 spaces per seat. All the friendlies occurred on weeknights. Similarly, the three college games at Giants Stadium in 2002 were all special events with out-of-town teams: Notre Dame vs. Maryland, Army vs. Navy, and Hampton vs. Alcorn State. Students and fans were bused from distant campuses and hotels.

Football stadium arrivals typically occur over two hours, fairly evenly distributed over that period, although season ticket holders tend to arrive later if they have a pass for parking in a reserved area. The number of persons per car for pro football games ranges from 2.7 to 4.0. The recommended parking ratio for pro football stadiums is based on an average vehicle occupancy of 3.3 persons per car, or 0.3 spaces per seat. Very limited parking is provided for employees and players at most stadiums. In such cases, concession workers and other part-time staff must choose to pay for public parking or to take public transportation and thus should not be included in employee parking projections. The nominal employee parking ratio is estimated to be 0.01 spaces per seat for a total ratio of 0.31 spaces per seat. To factor in time-of-day variables, 85 percent of the departures can be assumed to occur within one hour after a game; this estimate presumes adequate roadway capacity to absorb the vehicles. It typically takes one and a half to two hours to clear all the vehicles from Giants Stadium parking lots.

The Jets played a postseason game at the stadium in January 2000; the Giants played two postseason games at the stadium in January 2001 and then played a game rescheduled for January 2002 because of the World Trade Center tragedy. The preseason football games at Giants Stadium in August had slightly lower paid attendance (98 percent) than season games; they also had significantly lower parking generation at 0.19 spaces per reported attendance. This pattern was probably due to season ticket holders not attending the preseason games. The games on Labor Day weekend had particularly low parking ratios. Preseason games occurred on Thursdays, Fridays, or Saturdays, which also may have contributed to lower attendance. Based on the Giants stadium experience, the monthly factor for August would be 61 percent of the games within the season. For August weekday evenings, a monthly factor of 67 percent is recommended for pro football.

Table 4-10 Distribution of Non-NFL Events at the RCA Dome by Month

Month	2000	2001	2002	Average Attendance
January	1	2	0	30,026
February	2	3	2	23,338
March	6	2	2	15,362
April	0	0	1	43,000
May	1	1	0	13,650
June	1	1	1	9,767
July	1	1	3	5,880
August	5	2	4	12,480
September	5	2	4	5,694
October	4	4	4	25,332
November	4	4	5	20,531
December	1	3	2	10,978

Source: Indiana Convention Center and RCA Dome

Table 4-10 summarizes the non-National Football League (NFL) events at the RCA dome by month over the three-year period. The NCAA basketball tournament in March 2000 would not be considered a normal event for parking planning purposes. Three or fewer events in a month also do not represent sufficient activity to be modeled in a shared parking analysis. Most of the events from August through November occurred on Saturdays and can be considered significant enough to be included in a shared parking model for Saturdays. Clearly, these types of activities are far less likely to sell out a stadium than pro or college football, and therefore the recommended monthly adjustment factor for pro football stadiums for Saturday activity in September through November is 50 percent.

Monthly factors for football stadiums must be adjusted according to whether or not a particular stadium is likely to be used for more than a dozen football games and a handful of other events each year. College football generally begins in early September and winds down by the end of November. The pro football season begins in August, and playoffs extend the season through most of January.

Whether serving major- or minor-league teams, baseball stadiums typically have 80 home games a year, not counting the postseason. The typical design day for shared parking purposes is a nearly sold-out Saturday night game. The assumed average vehicle occupancy is 2.9 persons per seat, yielding a ratio of 0.34 spaces per seat. The parking ratio for weekdays is assumed to be 90 percent of the ratio for weekends or 0.31 spaces per seat and is assumed to occur in the evening, given that the vast majority of baseball games today occur in the evenings. If it is desired to model a day game, the daytime factors can be modified. As with other stadium events, the parking ratio of employees is 0.01 spaces per seat. The arrivals for an evening baseball game will be more concentrated, occurring within 60 to 90 minutes. Baseball season extends from April through October.

APPENDIX C – SIMILAR STADIUM LAYOUTS

WWI INVESTMENTS, INC.
C.C. NO. 20070307000310640
L.R.C.C.T.
USE: VACANT

CALLED 12.687 ACRES
CLIFFORD & VIRGINIA ANN OCHSENBEIN FAMILY TRUST
C.C. NO. 20151210000154310
L.R.C.C.T.
USE: VACANT

D=90°01'57"
R=66.00'
T=66.04'
L=103.71'
CB=N45°06'34"E
93.36'

S89°52'14"E 261.03'

McKinney Ranch Pkwy.
(Variable Width R.O.W.)

S89°51'57"E 928.76'

Reference McKinney Ranch Parkway Plans for Continuation

1400' to Kathryn Way

S89°52'14"E 333.85'

N88°23'37"E 165.07'

L1 L2 L3 L4

20' Landscape & Building Setback

6' Walk

30' Water Utility Esmt. Vol. 2291, Pg. 663

10' Landscape Setback

CIRF
C.M.
N=7119501.4133
E=2522932.7933

South Hardin Blvd.
(Variable Width R.O.W.)
VOL. 4748, PG. 1810
VOL. 5160, PG. 1624

N00°05'35"E 219.27'

D=01°21'23"
R=1048.00'
T=17.52'
L=35.04'
CB=N00°47'23"E
35.04'

20' Water Easement

CALLED 72.791 ACRES
WILCOX FAMILY TRUST
C.C. NO. 20130627000672290
R.P.R.C.C.T.
USE: VACANT

Left Turn Lane & Median to be designed with Phase 1 improvements

N00°05'35"E 1539.24'

934.06'

S28°05'57"E

1245'

74 Spa. @ 9'=666'

Lot 1, Block A
2,234,419 Sq. Ft.
51.295 Acres
PROPOSED STADIUM

42 14'x40' Bus Spaces

Access Gate w/Knox Box (Ref Arch.)

Painted Stripes

24' FIRELANE
R780'
R804'
R819'

Drop-Off

15' Water Esmt

PAVEMENT IN THIS AREA SHALL BE PLACED TO SUPPORT FIRE & EMERGENCY APPARATUS

Ref. Arch For Stadium Details

Ramp

Walk

Handrail

Landscape

Ref. Arch For Special Event Center

Service Dock

Remote FDC

Trash Container

Service Area

8'4"(max) Conc. Screen Wall (See Note 9)

Concrete Screen Wall (See Note 9)

Metal Gate (See Note 9)

Concrete Mountable Curb (typ)

Ref. Landscape Plans For Concrete Plaza Details & Pattern

Mountable Curb

Drop-Off

30' FIRELANE

Painted Crosswalk

Access Gate w/Knox Box (Ref Arch.)

Painted Stripe

MATCH LINE

Future Collin-McKinney Blvd.

S81°53'59"W 48.96'

604.8'

1294.10' S00°35'29"W

FOXWORTH-GALBRAITH ADDITION
VOLUME B, PAGE 126
P.R.C.C.T.
USE: VACANT

Drainage Detention Pond

5' Curbed Flume

Grand Rail

24' FIRELANE STRIPED ONLY

37' FIRELANE STRIPED ONLY

15' Sani. Sewer Easement

Vicinity Map
- not to scale -

McKinney Ranch
SITE
Hardin Rd
Collin-McKinney
Hwy 121
Shady
Hwy 75

0 60 100 200
GRAPHIC SCALE
1"=60'

RECEIVED
By Planning Department at 11:51 am, Oct 31, 2016

SITE PLAN

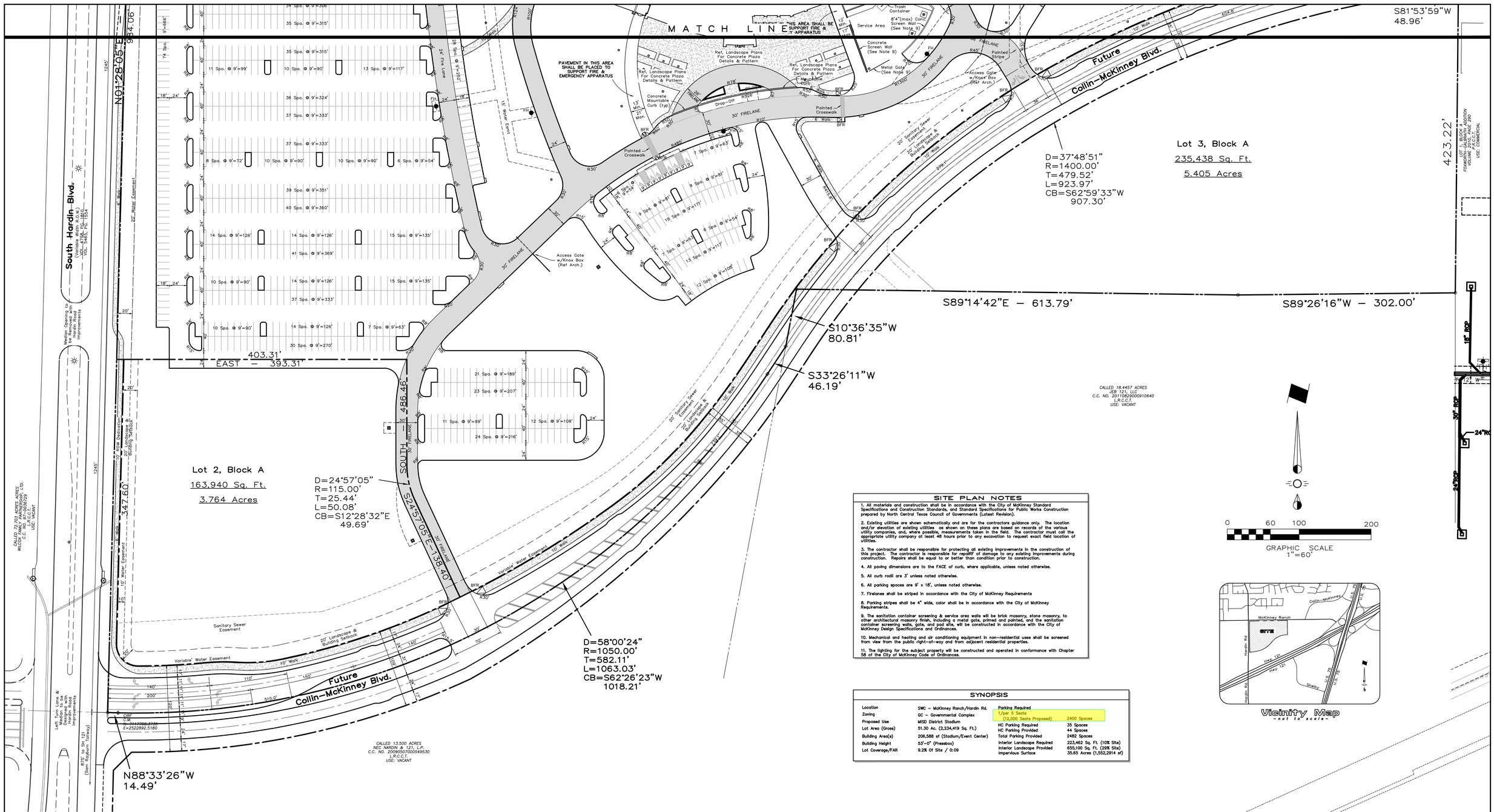
McKINNEY I.S.D. DISTRICT STADIUM

JOHNATHAN PHILLIPS SURVEY ~ ABST. 719
McKINNEY, COLLIN COUNTY, TEXAS

Owner
McKinney ISD
One Duvall Street
McKinney, Texas 75069
Telephone 469 302.4000

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surveyor
Surdukan Surveying, Inc.
Firm No. 10069500
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200


MATCH LINE
PAVEMENT IN THIS AREA SHALL BE PLACED TO SUPPORT FIRE & EMERGENCY APPARATUS
Ref. Landscape Plans For Concrete Plaza Details & Pattern
Concrete Mountable Curb (typ)
Trash Container
Service Area
8'4"(max) Conc Screen Wall (See Note 9)
Concrete Screen Wall (See Note 9)
Metal Gate (See Note 9)
Access Gate w/Knox Box (Ref Arch.)
Drop-Off
Painted Crosswalk
Painted Stripe
30' FIRELANE
24' Fire Lane
15' Water Easement
Access Gate w/Knox Box (Ref Arch.)
Future Collin-McKinney Blvd.
D=37°48'51"
R=1400.00'
T=479.52'
L=923.97'
CB=S62°59'33"W
907.30'
Lot 3, Block A
235,438 Sq. Ft.
5.405 Acres
S81°53'59"W
48.96'
423.22'
LOT 1, BLOCK A
FOWLER AT MCKINNEY ADDITION
VOLUME 2010, PAGE 290
USE: COMMERCIAL
S89°14'42"E – 613.79'
S89°26'16"W – 302.00'
S10°36'35"W
80.81'
S33°26'11"W
46.19'
CALLED 18.4457 ACRES
JEB 121, LLC
C.C. NO. 20110829000910640
L.R.C.C.T.
USE: VACANT
South Hardin Blvd.
(Future Collin-McKinney Blvd.)
VOL. 5145, PG. 1554
N01°28'05"E
934.06'
347.60'
403.31'
EAST – 393.31'
SOUTH – 486.46'
Lot 2, Block A
163,940 Sq. Ft.
3.764 Acres
D=24°57'05"
R=115.00'
T=25.44'
L=50.08'
CB=S12°28'32"E
49.69'
S24°57'05"E – 138.40'
D=58°00'24"
R=1050.00'
T=582.11'
L=1063.03'
CB=S62°26'23"W
1018.21'
N88°33'26"W
14.49'
CALLED 72.703 ACRES
WILCOX FAMILY PARTNERSHIP, LTD.
C.C. NO. 20080730001029
L.R.C.C.T.
USE: VACANT
CALLED 13.500 ACRES
NEC HARDIN & 121, L.P.
C.C. NO. 20090507000549530
L.R.C.C.T.
USE: VACANT
Left Turn Lane & Median to be Removed with Hardin Road Improvements
875' to SH 121 (Sam Rayburn Tollway)
Median Opening to be Removed with Hardin Road Improvements
Sanitary Sewer Easement
20' Landscape & Building Setback
Variable' Water Easement
10' Walk
6' Walk
20' Water Easement
10' Water Easement
15" RCP
24" RCP
30" RCP
Sta 10+00
Sta 11+00
Sta 12+00
Sta 13+00
Sta 14+00
Sta 15+00
Sta 16+00
Sta 17+00
Sta 18+00
Sta 19+00
Sta 20+00
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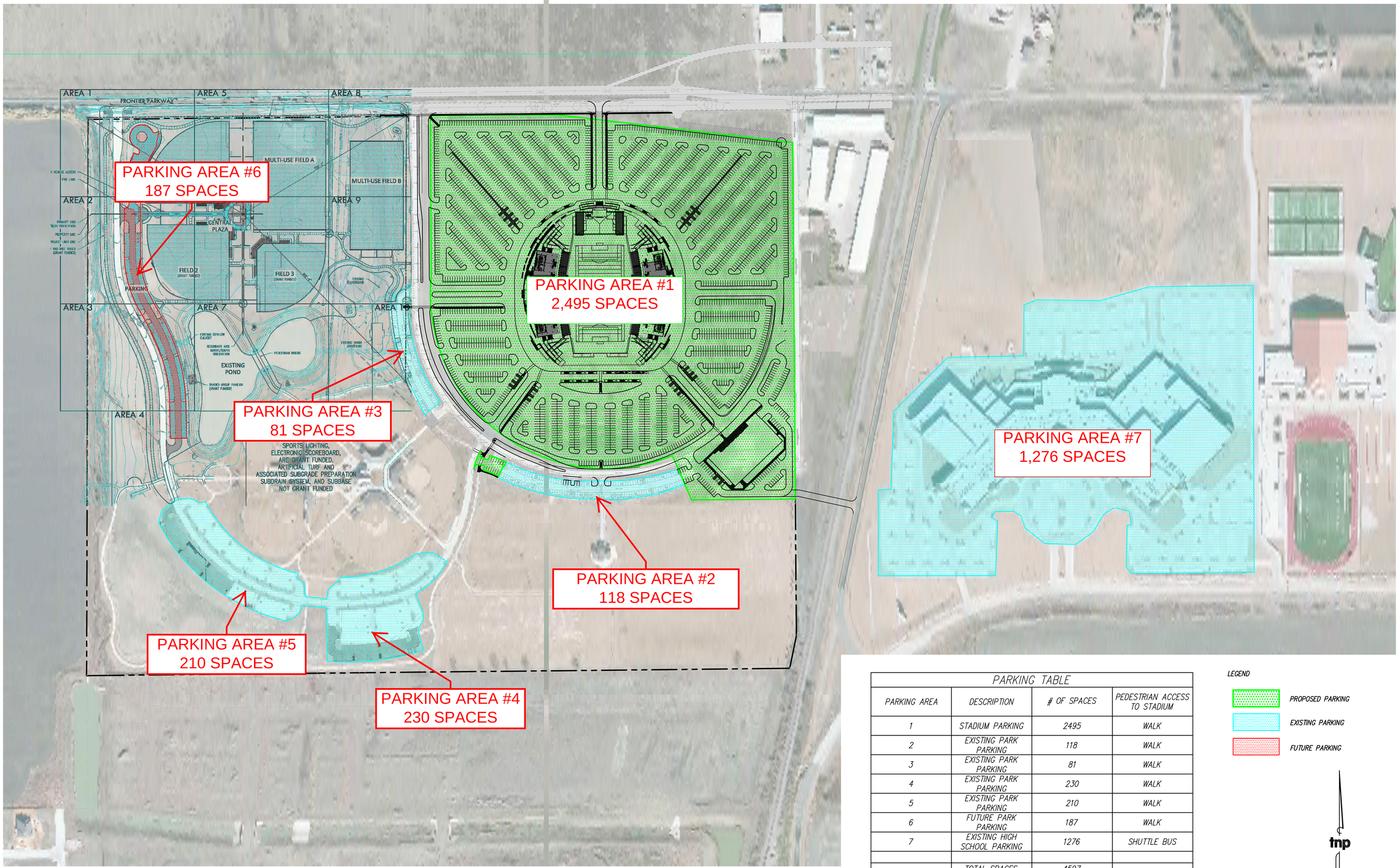
Sta 28+00
Sta 29+00
Sta



STADIUM PARKING EXHIBIT

PARKING TABLE			
PARKING AREA	DESCRIPTION	# OF SPACES	PEDESTRIAN ACCESS TO STADIUM
1	STADIUM PARKING	2495	WALK
2	EXISTING PARK PARKING	118	WALK
3	EXISTING PARK PARKING	81	WALK
4	EXISTING PARK PARKING	230	WALK
5	EXISTING PARK PARKING	210	WALK
6	FUTURE PARK PARKING	187	WALK
7	EXISTING HIGH SCHOOL PARKING	1276	SHUTTLE BUS
	TOTAL SPACES	4597	

LEGEND

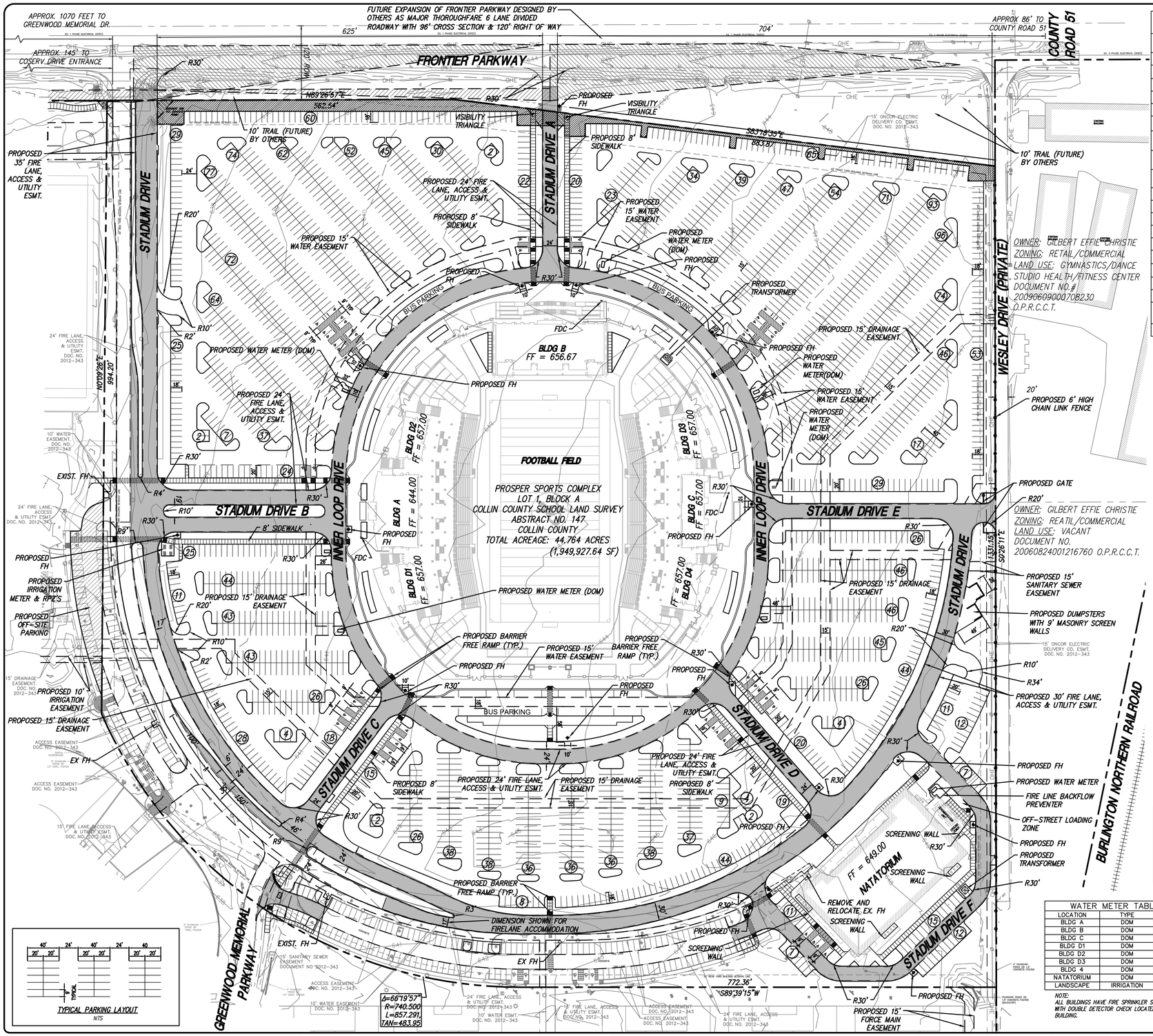
- PROPOSED PARKING
- EXISTING PARKING
- FUTURE PARKING

GRAPHIC SCALE
150 0 75 150 300

July 26, 2017
tnp project number HUC16326

tnp
teague nall & perkins
17304 Preston Road, Suite 1340
Dallas, Texas 75252
214.461.9867 ph 214.461.9864 fx
TBPE Registration No. F-230
www.tnpinc.com

Drawing: Q:\Projects\HUC16326\CAD\Support\VAP\2017 07 25 offsite parking exhibit.dwg at Jul 26, 2017 - 12:02pm by Jonathan_P
Layout: Layout1 Xrefs: 2017 05 15 16326_X-BASE.dwg - 16326_P-BLDG.dwg - 2017 06 16 - 1607-19-01 - Prosper ISD New Natatorium - MASTER PLAN MIRROR.dwg - 2017 06 07 - 1607-19-01 - Prosper ISD New Natatorium - MASTER PLAN.dwg



SITE DATA SUMMARY	
ZONING:	PD-83 PISD SPORTS COMPLEX PLANNED DEVELOPMENT
PROPOSED USE:	ATHLETIC STADIUM, NATATORIUM
LOT AREA:	44.76 ACRES (1,949,927.64 SF)
BUILDING AREA	91,245 SF
BUILDING HEIGHT	VARIES
LOT COVERAGE:	1.70 ACRES
FLOOR AREA RATIO:	0.05:1
LANDSCAPE AREA REQUIRED	37,035 SF
LANDSCAPE AREA PROVIDED	37,035 SF
TOTAL PARKING REQUIRED:	*
NEW PROPOSED PARKING	2,419 SPACES
PISD & TOWN JOINT USE PARKING	165 SPACES
OFF-SITE PARKING	40 SPACES
AVAILABLE PARK PARKING	660 SPACES
TOTAL PARKING	3,284 SPACES
HANDICAP PARKING REQUIRED	39 SPACES (7 VAN ACCESSIBLE)
HANDICAP PARKING PROVIDED	54 SPACES (9 VAN ACCESSIBLE)
IMPERVIOUS AREA:	33.26 ACRES
TOTAL OPEN SPACE REQUIRED: (MIN. 7% OF LOT AREA)	3.13 ACRES
TOTAL OPEN SPACE PROVIDED:	REFER TO OPEN SPACE PLAN

* REFER TO THE INTERGOVERNMENTAL JOINT USAGE AGREEMENT BETWEEN THE TOWN OF PROSPER AND PISD.

SITE PLAN NOTES:

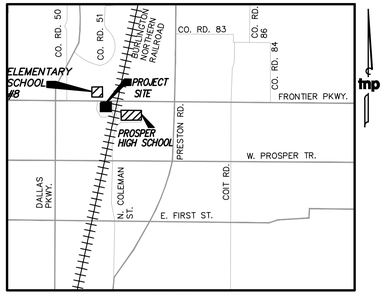
ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.

1. DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
4. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
5. ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITH THE ZONING ORDINANCE.
6. BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
7. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
8. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
9. SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
10. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
11. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
12. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
13. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
14. SIDEWALKS OF NOT LESS THAN SIX (6') FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5') FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
15. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
16. ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
17. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
18. ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
19. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.

FEMA NOTE:
BASED ON THE FEMA FLOOD MAP SERVICE CENTER, THE SUBJECT TRACT OF LAND SHOWN HEREON LIES WITHIN ZONE 'X' UNSHADED, DEFINED AS 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODPLAIN' AS IDENTIFIED BY THE CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, MAP NO. 48085C0120J, EFFECTIVE DATE OF JUNE 2, 2009, FOR COLLIN COUNTY, TEXAS AND INCORPORATED AREAS. NO 100-YEAR FLOODPLAIN EXISTS ON THIS SITE.

WATER METER TABLE		
LOCATION	TYPE	SIZE
BLDG A	DOM	4"
BLDG B	DOM	4"
BLDG C	DOM	2"
BLDG D1	DOM	4"
BLDG D2	DOM	4"
BLDG D3	DOM	4"
BLDG 4	DOM	4"
NATATORIUM	DOM	4"
LANDSCAPE	IRRIGATION	2"

NOTE:
ALL BUILDINGS HAVE FIRE SPRINKLER SYSTEM WITH DOUBLE DETECTOR CHECK LOCATED IN BUILDING.



LOCATION MAP
NTS

BUILDING DATA			
NAME	USE	TOTAL AREA	HEIGHT
BUILDING "A"	PRESS BOX 1	3,416 SF	PARAPET TOP 98'-0"
	PRESS BOX 2	3,416 SF	
	ADMINISTRATION	8,546 SF	SCREENING TOP 104'-0"
	CONCESSIONS	4,314 SF	
BUILDING "B"	FIELD HOUSE AND BANQUET HALL	10,545 SF	35'-0"
	LOCKER ROOMS	14,417 SF	
BUILDING "C"	CONCESSIONS	4,314 SF	27'-0"
BUILDING "D1"	RESTROOM	2,237 SF	17'-0"
BUILDING "D2"	RESTROOM	2,237 SF	17'-0"
BUILDING "D3"	RESTROOM	2,237 SF	17'-0"
BUILDING "D4"	RESTROOM	2,237 SF	17'-0"
NATATORIUM	NATATORIUM	33,329 SF	35'-0"
TOTAL	VARIES	91,245 SF	VARIES

LEGEND
- PROPOSED 24' FIRE LANE, ACCESS & UTILITY ESMT.
- PROPOSED OFFSITE PARKING

OWNER/APPLICANT:
PROSPER INDEPENDENT SCHOOL DISTRICT
605 E. 7TH STREET
PROSPER, TEXAS 75078
P 972.346.3316

ENGINEER:
TNP, INC.
CONTACT: CHRIS SCHMITT, P.E.
214.461.9867 PH 214.461.9864 FX 825 WATTERS CREEK BOULEVARD, SUITE M300
ALLEN, TEXAS 75013

ARCHITECT:
HUCKABEE, INC.
CONTACT: JOE TREMBLAY
972.292.7670 PH 214.785.2965 FX
1755 WITTINGTON PLACE, SUITE 100
FARMERS BRANCH, TEXAS 75234

SURVEYOR:
TNP, INC.
CONTACT: TODD TURNER
940.205.4411 PH
1517 CENTRE PLACE DRIVE, SUITE 320
DENTON, TEXAS 76205

LANDSCAPE ARCHITECT:
TNP, INC.
CONTACT: BILL SMITH, RLA
817.336.5773 PH 817.928.6091 FX
5237 N. RIVERSIDE DR., SUITE 100
FORT WORTH, TEXAS 76137

PROSPER SPORTS COMPLEX
LOT 1, BLOCK A
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 147
COLLIN COUNTY
TOTAL ACREAGE: 44.764 ACRES

SITE PLAN
PROSPER STADIUM
TOWN PROJECT NUMBER: XXX-XXXX
PREPARED: JANUARY 8, 2018

GRAPHIC SCALE 80 0 40 80 160

no.	revision	by	date

Prosper Independent School District

scale
when bar is 1 inch long
horiz 1"=80'
vert N/A
JAN 2018

tnp
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
TBPE Firm No. F-230
TBPLS Firm No. 100116-00
TBPLS Firm No. 100116-01
www.tnpinc.com

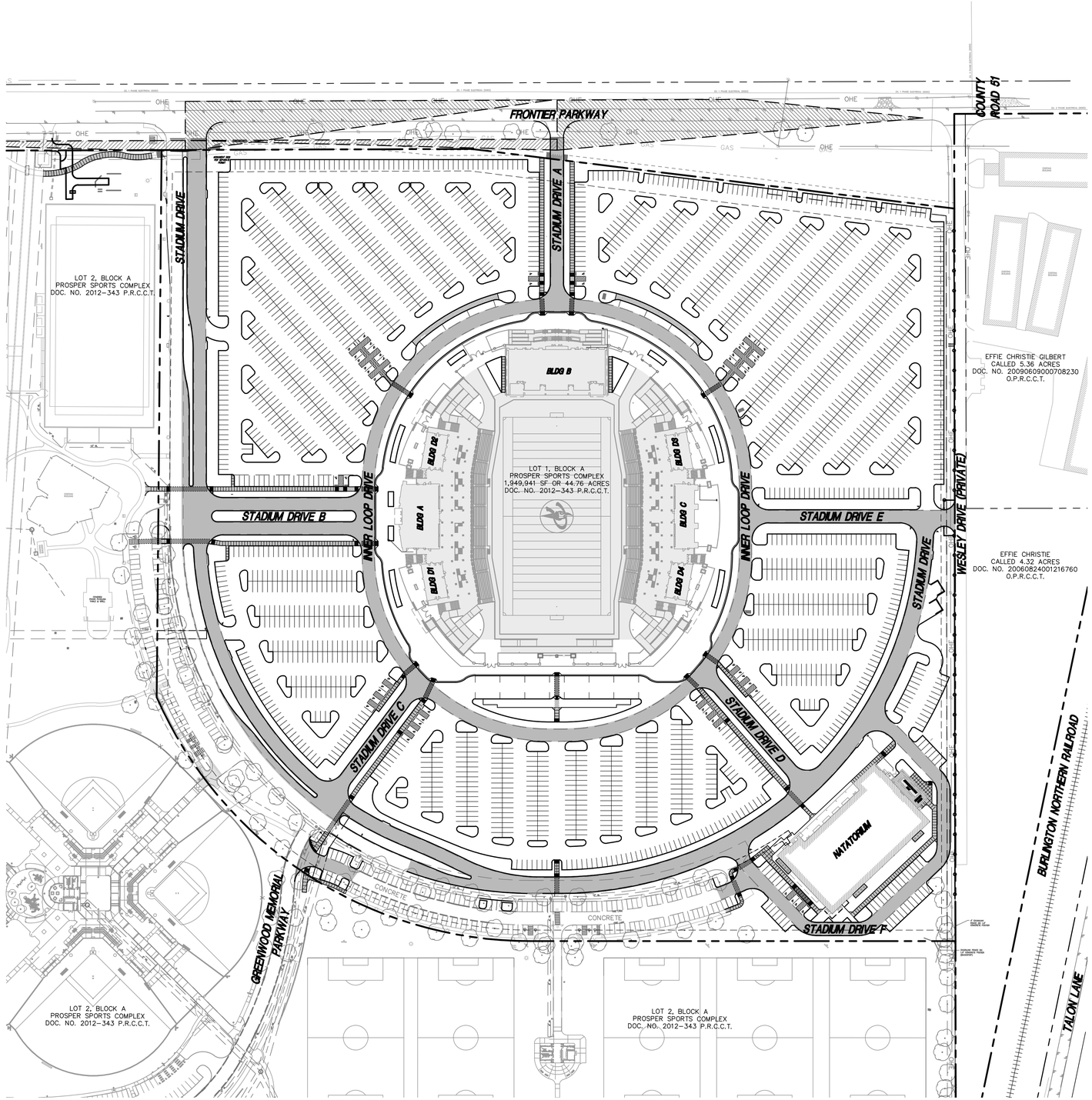
Town of Prosper PD# Z17-0008
Town of Prosper PSP# D17-0054 SP# D18-0005

STATE OF TEXAS · CHRISTOPHER L. SCHMITT · 91150 · LICENSED PROFESSIONAL ENGINEER
Jan. 19, 2018

Prosper, Texas
Prosper Independent School District
New Stadium
TOWN SITE PLAN

tnp project HUC16326
sheet C1.21

Drawing: Q:\Projects\HUC16326\CAD\Sheets\16326_TOWN SITE PLAN.dwg at Jan 21, 2018-11:16pm by George_S
Layout: C1.21 PRELIMINARY SITE PLAN



CAUTION!
THE UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION. TNP ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITY INFORMATION SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES AND TEXAS ONE-CALL SYSTEM AT 1-800-245-4545 OR 811 AT LEAST 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES IN ORDER TO DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

SHEETS NOTES:

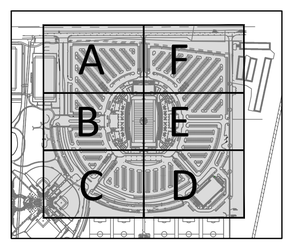
1. *REFER TO SHEETS C1.03 FOR GENERAL PROJECT NOTES*
2. *PRIOR TO BEGINNING STAKING OF BUILDING LOCATION, CONTRACTOR SHALL CONFIRM THE ARCHITECTURAL, STRUCTURAL, AND CIVIL DESIGN PLANS MATCH; NOTIFY DESIGNERS OF ANY DISCREPANCY*
3. *REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS*
4. *CONTRACTOR SHALL VERIFY REQUIRED HORIZONTAL AND VERTICAL CLEARANCES FOR THE DEHUMIDIFICATION UNIT PRIOR TO INSTALLATION; DESIGNED CLEARANCES PROVIDE FOR 36" MINIMUM HORIZONTAL CLEARANCE AND 96" OF VERTICAL CLEARANCE*
5. *REFER TO SITE LIGHTING PLANS FOR EXACT LIGHTING LOCATIONS AND DETAILS; CONTRACTOR SHALL COORDINATE CIVIL, LANDSCAPE ARCHITECT, AND MEP PLANS – PARTICULARLY AROUND THE STADIUM – WHERE MANY FIXTURES MUST BE CENTERED AROUND AND BETWEEN TREES; ROUTE UNDERGROUND CONDUIT TO AVOID TREE ROOT BALLS*
6. *ALL SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE SPECIFICATIONS OF THE RELEVANT UTILITY COMPANY OR REGULATORY AUTHORITY, AND THE SPECIFICATIONS FOR THE CONSTRUCTION OF THE EXISTING IMPROVEMENTS WHICH ARE BEING ALTERED OR REPLACED*
7. *HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS*
8. *CONTRACTOR SHALL REFER TO PAVEMENT MARKINGS SPECIFICATION FOR PARKING LOT STRIPING OF THE PARKING SPACES*
9. *SIDEWALK ALONG FRONTIER PARKWAY WILL BE INSTALLED AS PART OF THE FRONTIER PARKWAY IMPROVEMENTS PROJECT.*
10. *CONTRACTOR SHALL REFERENCE ARCHITECTURAL MASTER PLAN FOR THE MAIN CONCOURSE FOR DELINEATION OF DESIGN RESPONSIBILITIES FOR THE STADIUM BUILDINGS AND ASSOCIATED BUILDING ELEMENTS. REFER TO TNP PLANS FOR CIVIL AND LANDSCAPING DESIGN ELEMENTS ONLY. CONTRACTOR SHALL VERIFY PLAN SETS CORRELATE PRIOR TO COMMENCING WORK WITHIN THE STADIUM FOOTPRINT AND NOTIFY CONSULTANTS OF ANY DISCREPANCIES*
11. *CONTRACTOR TO REFER TO DESIGN PLANS BY FALKOFSKE ENGINEERING FOR STRUCTURAL ELEMENTS*

SITE PLAN LEGEND

- PROPOSED WHITE STRIPING
- PROPOSED FIRE LANE
- PROJECT ELEMENTS DESIGNED BY OTHERS
- PROPOSED CONCRETE FIRE LANE
- PROPOSED STREET SIGNS
- EXISTING STORM DRAIN LINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING SAN SEWER MANHOLE
- EXISTING 36" RCP
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED STORM DRAIN JUNCTION BOX
- PROPOSED STORM DRAIN HEADWALL
- PROPOSED STORM DRAIN INLET

tnp

GRAPHIC SCALE
100 0 50 100 200



KEYPLAN
SCALE 1"=600'

no.	revision	by	date

Prosper Independent School District

scale
when bar is 1 inch long
horiz 1"=100'
vert N/A
JAN 2018

tnp
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
TBPE Firm No. F-230
TBPLS Firm No. 100116-00
TBPLS Firm No. 100116-01
www.tnpinc.com

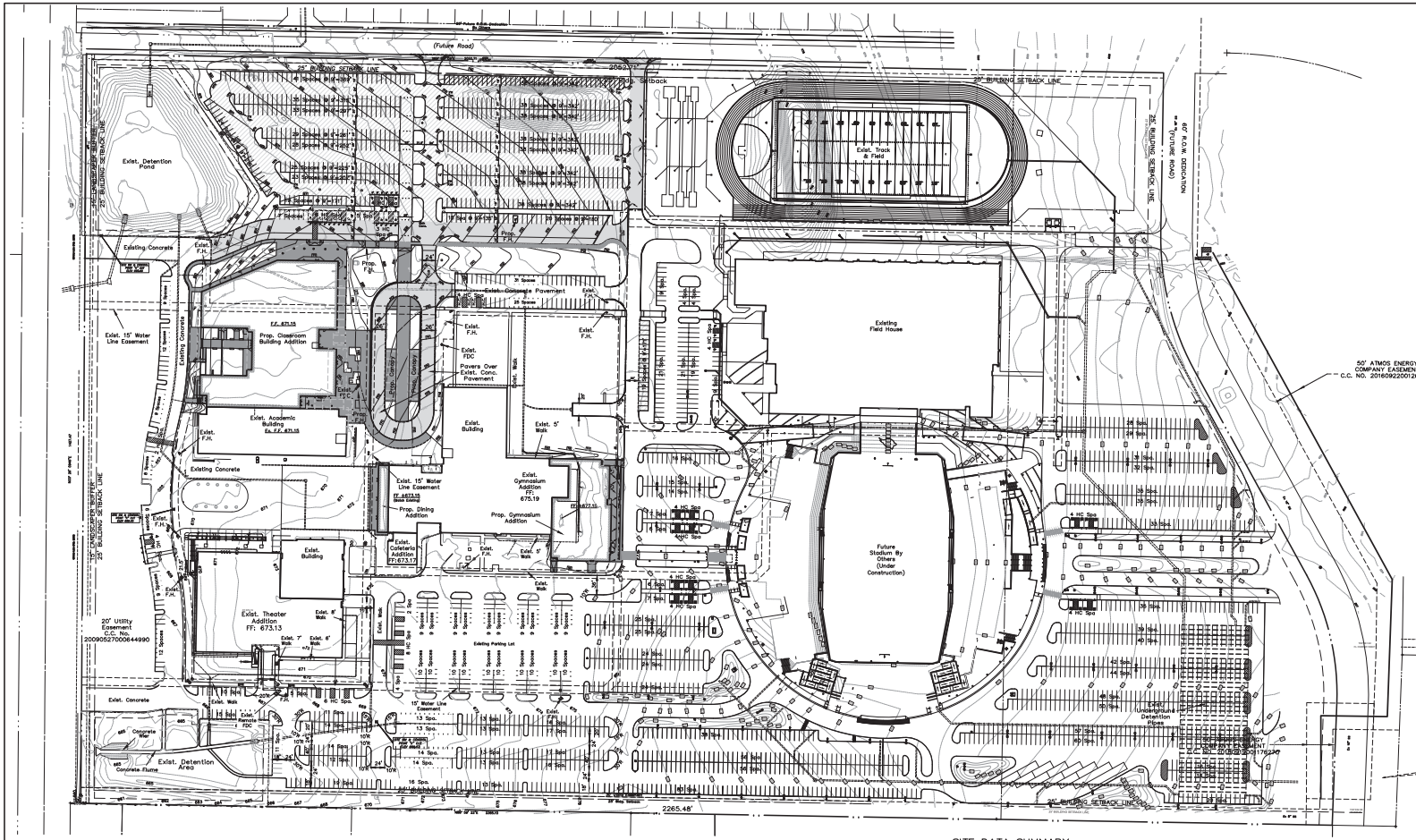
Town of Prosper PD# Z17-0008
Town of Prosper PSP# D17-0054 SP# D18-0005

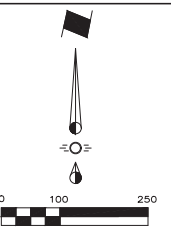
STATE OF TEXAS · CHRISTOPHER L. SCHMITT · 91150 · LICENSED PROFESSIONAL ENGINEER
Jan. 19, 2018

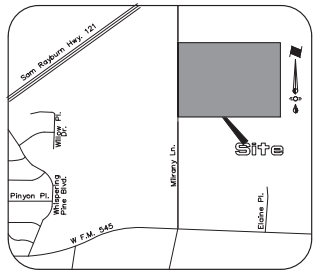
Prosper, Texas
Prosper Independent School District
New Stadium
OVERALL SITE PLAN

tnp project HUC16326
sheet C1.22

Drawing: Q:\Projects\HUC16326\CAD\Sheets\16326_SITE PLAN.dwg at Jan 21, 2018-11:17pm by George...S
Layout: C1.22 OVERALL SITE PLAN







50' ATMOS ENERGY COMPANY EASEMENT C.C. NO. 20160922001269530

Owner
Melissa Independent School District
1904 Cooper Street
Melissa, Texas 75454
Telephone 972 837-2411

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
Attn: Robert Morse
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surdukan Surveying, Inc.
Firm No. 10069500
Attn: David Surdukan
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200

LEGEND

- Proposed Concrete (Fire Lane)
- Proposed Concrete (Parking)
- Proposed Sidewalk
- F.H. Fire Hydrant
- BFR Barrier Free Ramp
- Existing Contours
- Proposed Contours

PARKING REQUIREMENTS BASED ON STUDENT CAPACITY

School	Parking Ratio	Parking Required	Parking Provided
Classrooms (3,500 Max Students)	1: (3.3 Students)	1,061	2,502
Auditorium/Gymnasium	1: (4 Seats)	668	2,502
Assuming Non-Simultaneous Use Of Classrooms & Auditoriums. (Using The Higher Of The Two Calculations)	Auditorium 1: (4 Seats)	668	2,502

* MISD Recieved City Council approval for parking count at the regularly scheduled City Council meeting on 23 April 2019.

ZONING REGULATIONS

	Required (C2)	Actual
Lot Area (Sq. Ft.)	None	(3,157,272sf)
Minimum Lot Width (Sq. Ft.)	None	2405'
Minimum Lot Depth (Sq. Ft.)	None	1467'
Front Yard Setback (Ft.)	20'	25'
Side Yard Setback (Ft.)/Interior lot	10'	25'
Side Yard Setback (Ft.)/corner lot	25'	25'
Rear Yard Setback (Ft.)	20'	25'
Maximum Height (Stories or Ft.)	100'	73.4'
Maximum Lot Coverage (%)	50%	5%
Minimum Dwelling Size (Sw. Ft.)	None	NA

SITE DATA SUMMARY

Zoning	C2
Proposed Use	High School
Lot Area	72.481 Ac (3,157,272.36sf)
Academic Building – Existing Area:	24,744 SF
– Max Height:	73.0'
Theater – Existing Area:	54,552 SF
– Max Height:	73.4'
Gymnasium/Cafeteria – Existing Area:	62,868 SF
– Max Height:	38.0'
Proposed Classroom Addition – Area:	216,551 SF (74,170 First Floor)
– Max Height:	94'
Proposed Gymnasium Addition – Area:	18,854 SF
– Max Height:	36.0'
Proposed Dining Addition – Area:	2,565 SF
– Max Height:	22.0' (Existing roof to remain)
Lot Coverage (Proposed):	3.0% (95,589sf/3,157,272.36sf)
Floor Area Ratio (Proposed):	.075:1 (237,970/3,157,272.36)
Parking Tabulations	
Total Parking Required:	1,061 Spaces
Exist. Parking Provided:	1,862 Spaces
Prop. Parking Provided:	640 Spaces
Total Parking Provided:	2,502 Spaces
HC Parking Required:	36 Spaces
HC Parking Provided:	53 Spaces

ACCEPTED FOR CONSTRUCTION

CITY ENGINEER DATE
CITY OF MELISSA, TEXAS

PLANNING DIRECTOR DATE
CITY OF MELISSA, TEXAS

General Purpose: (AG Zoning)
This district is intended to apply to land situated on the fringe of an urban area and used for agricultural purposes, which may become developed as an urban area in the future. Generally, the land in an Agricultural District may be appropriate for development; therefore, the agricultural activities conducted in the Agricultural District should not be detrimental to urban land uses. The types of uses and the area of intensity of the use permitted in this district are intended to encourage and protect agricultural uses until urbanization is warranted and the appropriate change in district classification is made.

FINAL SITE PLAN

MELISSSA HIGH SCHOOL PHASE 3

Block 1, Lot 1 NEW MELISSA HIGH SCHOOL ADDITION
72.48 Acres Situated In The
D.E.W. BABB SURVEY ~ ABST. 33
MELISSA, COLLIN COUNTY, TEXAS

Proposed Use: High School
Existing Zoning: C2
Proposed Zoning: C2
Scale: 1"=100'
May 3, 2022

CS-01

MELISSA SCHOOLS

Coach Kenny Deel Stadium

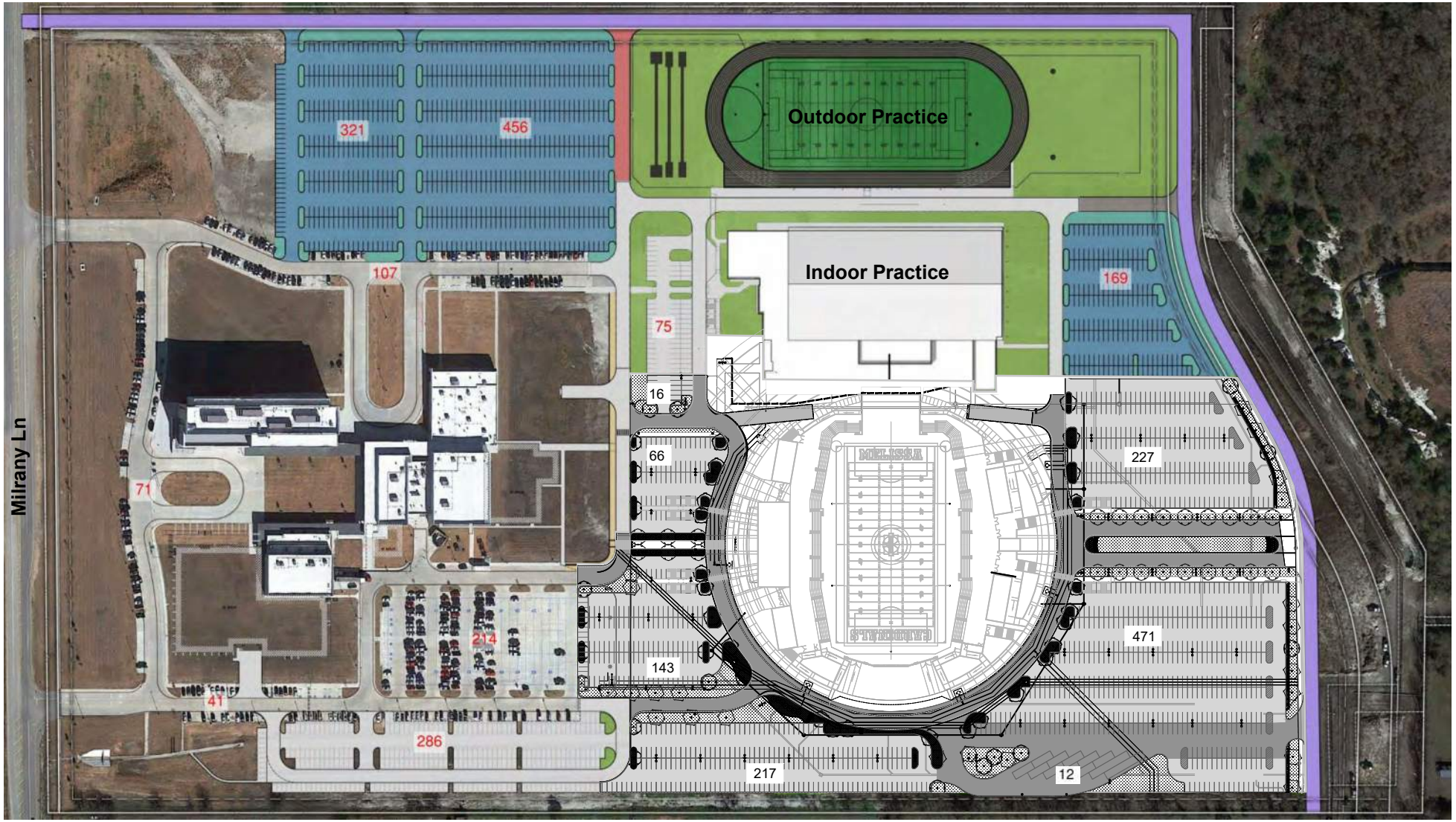
Melissa ISD

Parkhill

SITE PLAN

Legend

- Planted Area
- Fire lane Existing
- Future Street
- Pedestrian Zone
- Stadium Parking
- Fire lane Proposed
- Overflow or Future Parking



Seating Capacity -	10,000
Parking Spaces Provided -	1,954
Overflow Parking -	546
PARKING RATIO -	(1:5.12)
PARKING RATIO w/ overflow	(1:4)

MELISSA SCHOOLS

Melissa ISD - Coach Kenny Deel Stadium

Parkhill

STADIUM FACTS

The stadium will house dozens of high school and middle school football and soccer games every year, plus provide a venue for bands, drill teams and cheerleaders.

The stadium and water park area encompasses 57 acres.

To build the stadium, it took 160,000 man hours, 300,000 cubic yards of dirt was excavated 35,000 cubic yards of concrete was poured.

HOME PARKING:

-EAST BOUND LOOP 288

-Exit 428

-Turn left under bridge

-Enter Loop 288 West Bound

-Exit and turn right at Stuart Lane

-Enter parking lot at Entrance 3 or 4

-WEST BOUND LOOP 288

-Exit Stuart Lane

-Enter parking lot at Entrance 3 or 4

VISITOR PARKING:

-EAST BOUND LOOP 288

-Exit 428

-Turn left (North) on 428

-Turn left onto Long Road

-Enter parking lot at Entrance 1 or 2

-WEST BOUND LOOP 288

-Exit 428

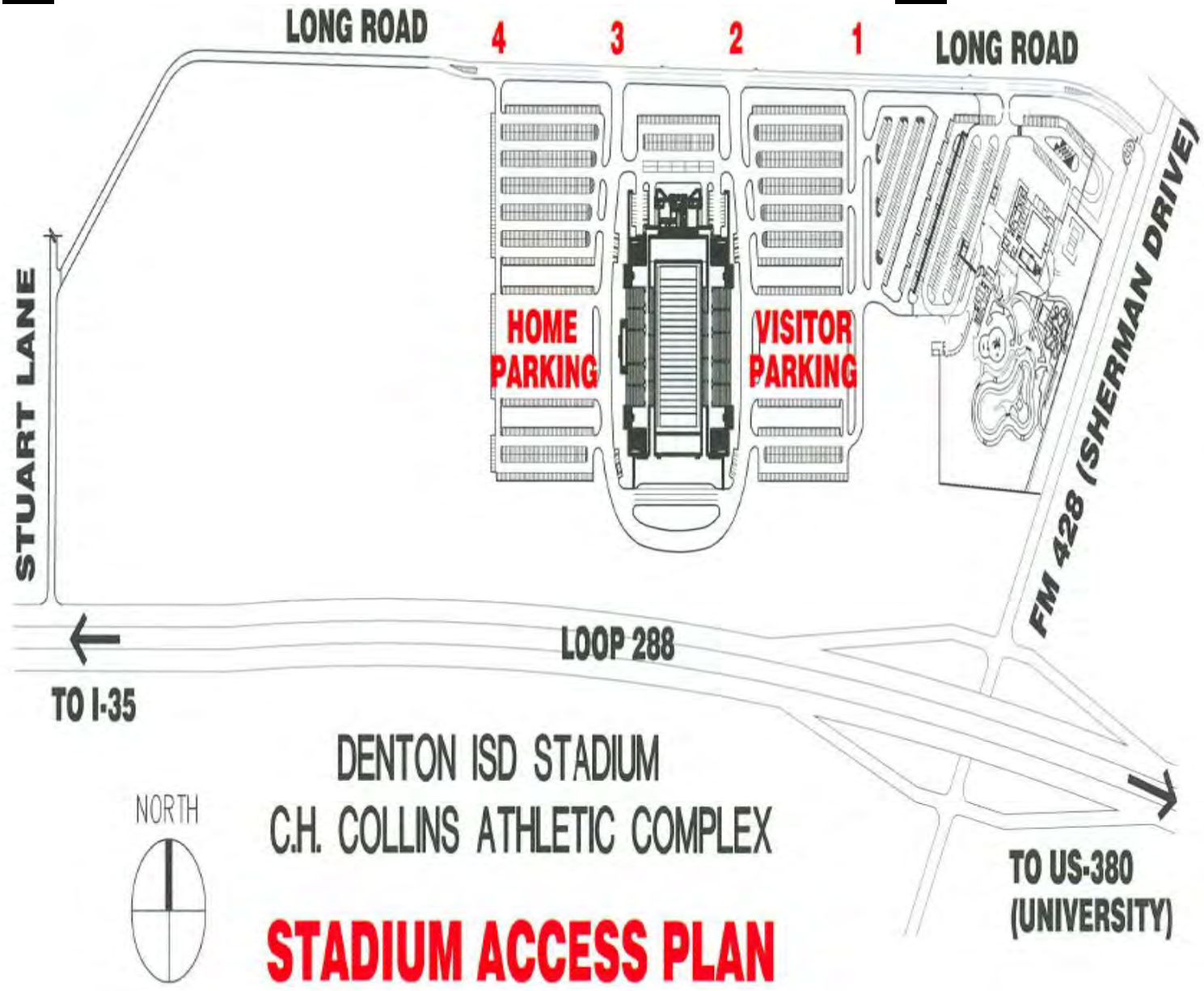
-Turn Right (North) on 428

-Turn left onto Long Road

-Enter parking lot at Entrance 1 or 2

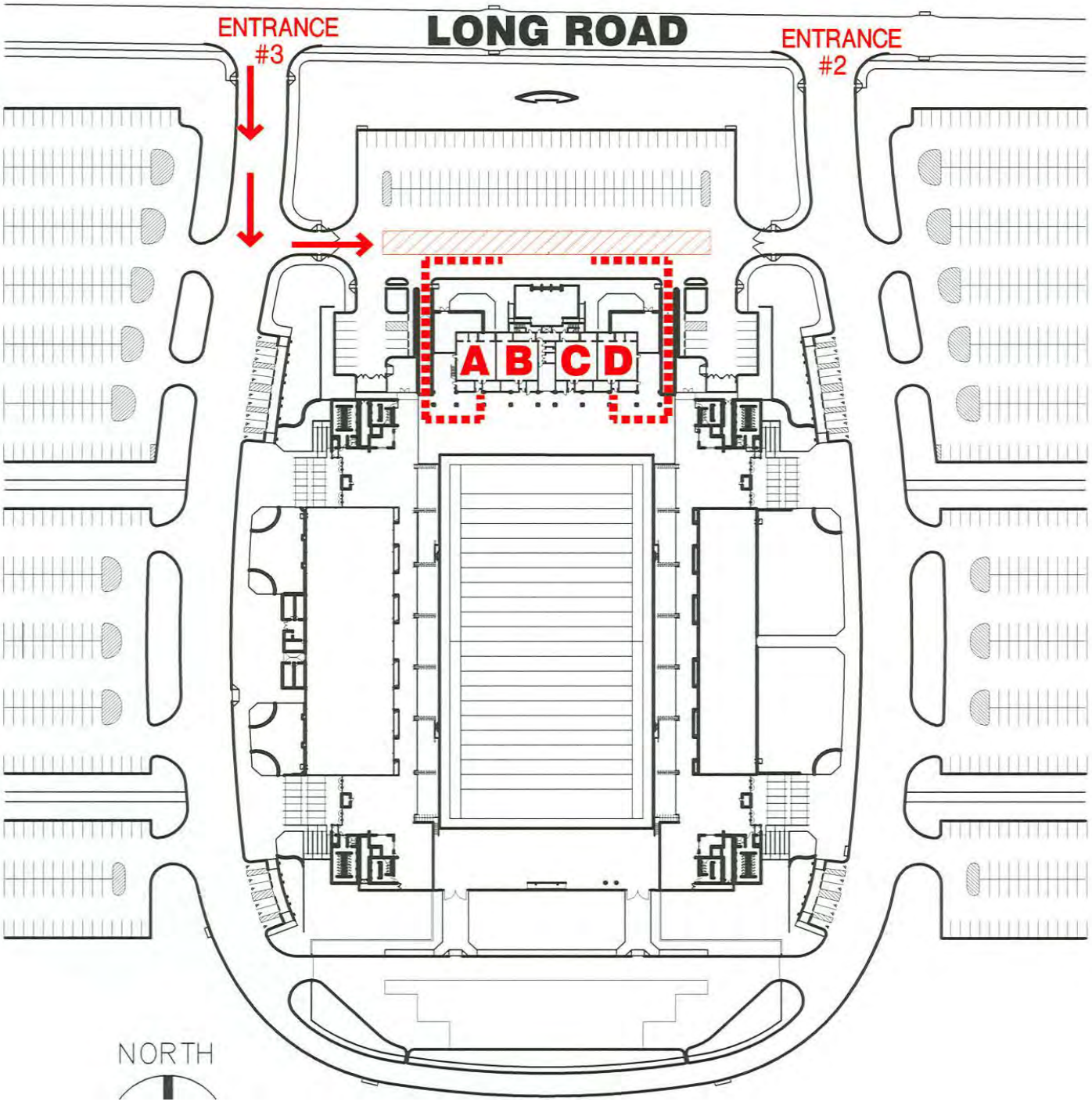
HOME PARKING SHALL EXIT TO THE WEST TO LOOP 288 VIA LONG ROAD TO STUART LANE

VISITOR PARKING SHALL EXIT TO THE EAST TO FM 428 VIA LONG ROAD



Home and Visiting Teams will enter off Long Road at Entrance #3.
Both the Home and Visiting Teams will park in area on the north side of the fieldhouse.
Home Teams will use dressing room A and/or B.
Visiting Teams will use dressing room C and/or D.

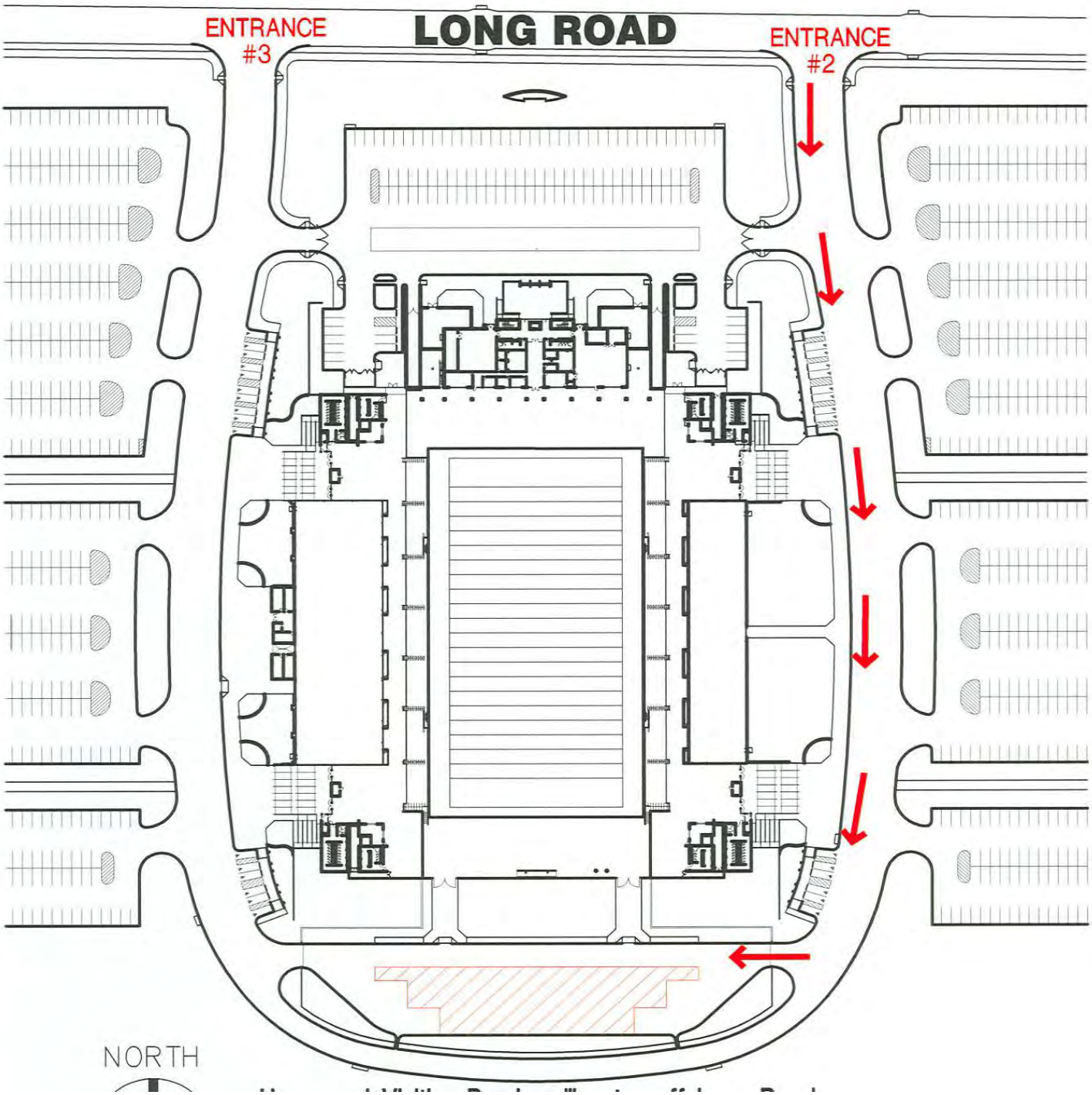
DENTON ISD STADIUM
C.H. COLLINS ATHLETIC COMPLEX
TEAM PARKING



Home Bands will enter off Long Road at Entrance #2.
Visiting Bands will enter at Entrance #3.
This has both the Home and Visiting buses headed in the direction that they will be leaving the stadium after the game.

DENTON ISD STADIUM
C.H. COLLINS ATHLETIC COMPLEX

BAND PARKING



STADIUM INFORMATION

1500 Long Road
Denton, TX 76207

Athletic Administration

Director of Athletics: Joey Florence
Manager of Athletic Services: David Thomas
Athletic Business Manager: Martha Crep
Athletic Secretary: Gladys St. John

Contact Information

Phone: (940)369-0069
Fax: (940)369-4976

High School Administration

Denton High School:
Dan Ford – Principal (940)369-2000
Kevin Atkinson – Athletic Coordinator/Head Football Coach (940)369-2098

Billy Ryan High School:
Vernon Reeves – Principal (940)369-3000
Dave Henigan – Athletic Coordinator/Head Football Coach (940)369-3100

Guyer High School:
Shaun Perry – Principal (940)369-1000
John Walsh – Athletic Coordinator/Head Football Coach (940)369-1100

Stadium Seating

- The stadium seats a total of 12,000.
- The home side grandstands seat 6,000, including 932 reserve chair back seats.
- The visitor side grandstands seat 6,000, including 932 bench back seats.
- Wheelchair accessibility and viewing are on both sides.

Playing Surface

- The field is a “Real Grass” artificial playing surface. Replaced May 2013.
- Excellent drainage provides a great surface in all weather conditions.

Scoreboard and Sound System

- The field features a 36” x 40” scoreboard.
- The scoreboard has a high resolution 11” x 15” Active Area (12” x 16”) instant replay/graphics screen.
- The stadium has a state of the art sound system that is equipped to play cassettes and CDs.

Fieldhouse

- The fieldhouse is 22,000 Sq. Ft.
- The fieldhouse houses all DISD Athletic offices.
- A 400 Sq. Ft. conference room is available with a maximum seating capacity of 20.
- A 2,100 Sq. Ft. banquet room is available with a maximum seating capacity of 150 for a Banquet and 225 for a Lecture.
- Visit the DISD Athletic Hall of Fame Room.
- Home and visitor dressing rooms are 4,000 Sq. Ft.
- Each dressing room has 100 lockers.
- Separate Coaches meeting rooms and training rooms are provided in each dressing room.
- Dressing rooms have the ability to be divided into 2/100 locker rooms or 4/50 locker rooms for double-header events.

Press Box

- Press Box is 6,000 Sq. Ft. (3 Levels and 1 Elevator)
- Press/Scout area on 3rd floor seats 19 with laptop connections provided.
- Visitor Coaches booth on 3rd floor seats nine.
- Visitor radio booth on 3rd floor seats four with one telephone line provided.
- Home Coaches booth on 3rd floor seats nine.
- Home radio booth on 3rd floor seats four with two telephone lines provided.
- Snack bar with refreshments provided on 3rd floor.
- Video balcony is located on the 4th floor.
- Two VIP/Guest booths on the 4th floor seats 22 and has its own snack bar with refreshments.

Concession Stands and Restrooms

- There are four concession stands located at the four corners of the stadium – 2,800 Sq. Ft. each.
- Men/Women restroom facilities located at each concession stand.
- All concession revenues are retained by DISD.

Entry Gates

- There are four entry gates/ticket booths located at each corner of the stadium.
- North/West ticket booths are located on home (Press box) side.
- South/East ticket booths are located on visitor side.

Parking

- The stadium has 2,150 parking spaces – 250 extra parking adjacent to stadium.
- There are 32 Handicap parking spaces beside the ticket booths.
- There are 29 bus parking spaces for team and support groups.

Rental Fee

- The rental fee is $4,000 for 5A or 6A schools. The $4,000 price includes Pro Star Video Replay.
- The rental fee is $3,000 for 1A, 2A, 3A, or 4A schools with no Pro Star or $3,500 with Pro Star.
- NOT INCLUDED IN RENTAL FEE: Security, traffic control officers, on site ambulance, or officials' fees.

APPENDIX D – PARKING ORDINANCE EXCEPRTS FROM NORTH TEXAS CITIES

Halfway house	1 parking space for every 200 square feet of gross floor area.
Hospital	1 parking space for every bed.
Museum, library, or art gallery	10 parking spaces plus 1 parking space for every 300 square feet of gross floor area in excess of 2,000 square feet.
Nursery, kindergarten, or daycare for children	1 parking space for every 8 pupils.
Schools; elementary, high, college and universities, public, private, or denominational	Elementary, junior high, and middle schools: 2.5 parking spaces for every classroom and a minimum of 10 stacking spaces in 1 pick-up/ drop-off lane. High school: 8 parking spaces per classroom. College: 10 parking spaces per classroom.
Utility and Transportation Uses	
General utility and transportation parking	Unless specified below, utility and transportation uses shall have 1 space for every employee plus parking to accommodate all vehicles, but not less than 1 parking space for every 1,000 square feet for gross floor area.
Recreation and Entertainment Uses	
Auditorium, sporting arenas, coliseum, theater, or amphitheater	1 parking space for every 3 seats.
Commercial amusement centers, indoor	1 parking space for every 200 square feet of gross floor area unless listed below: Bingo centers: 1 parking space for every 100 square feet of gross floor area. Bowling alley: 5 parking spaces for every alley. Indoor sporting courts: 5 parking spaces per court. Indoor shooting range: 2 parking spaces for every firing lane and 10 parking spaces for every classroom. Indoor swimming pool: 1 parking space for every 100 square feet of water surface and pool deck area.
Commercial amusement centers, outdoor	1 parking space for every 100 square feet of gross floor area unless listed below:

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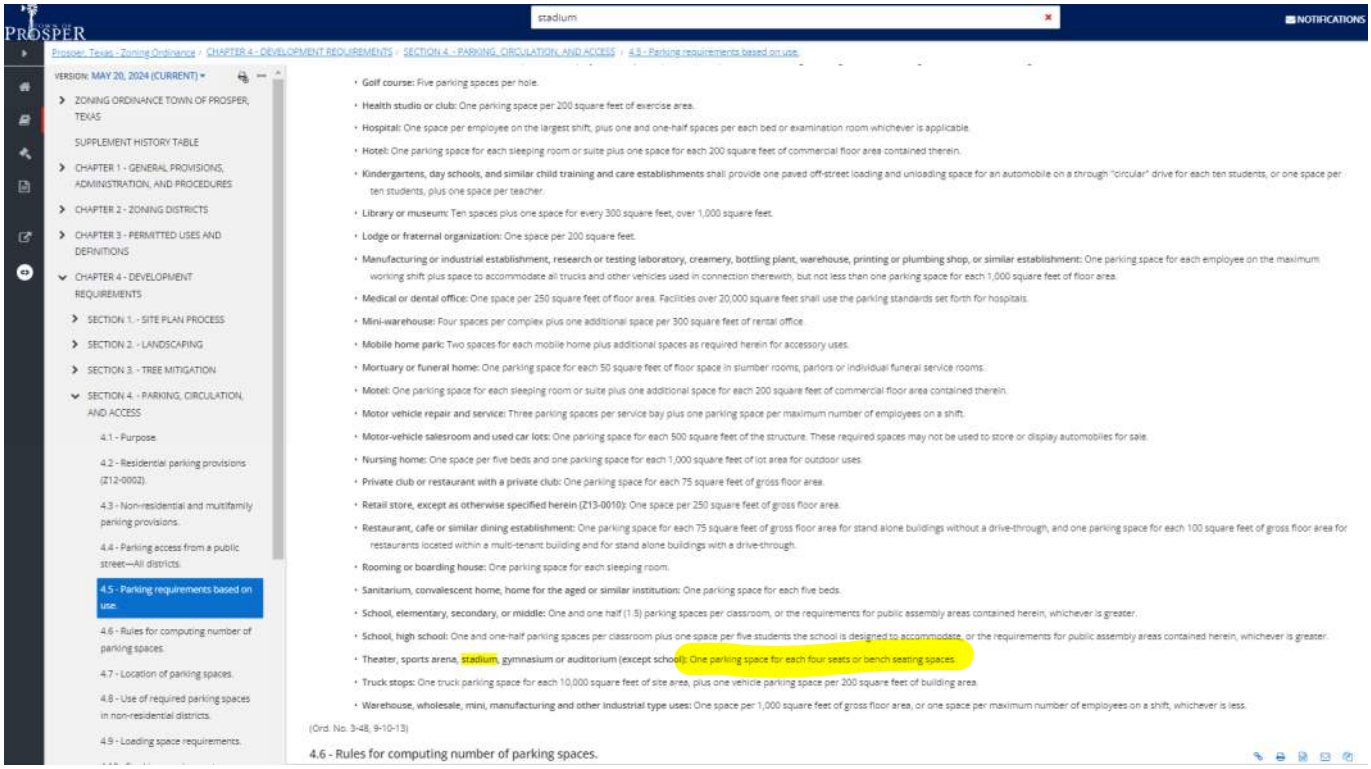
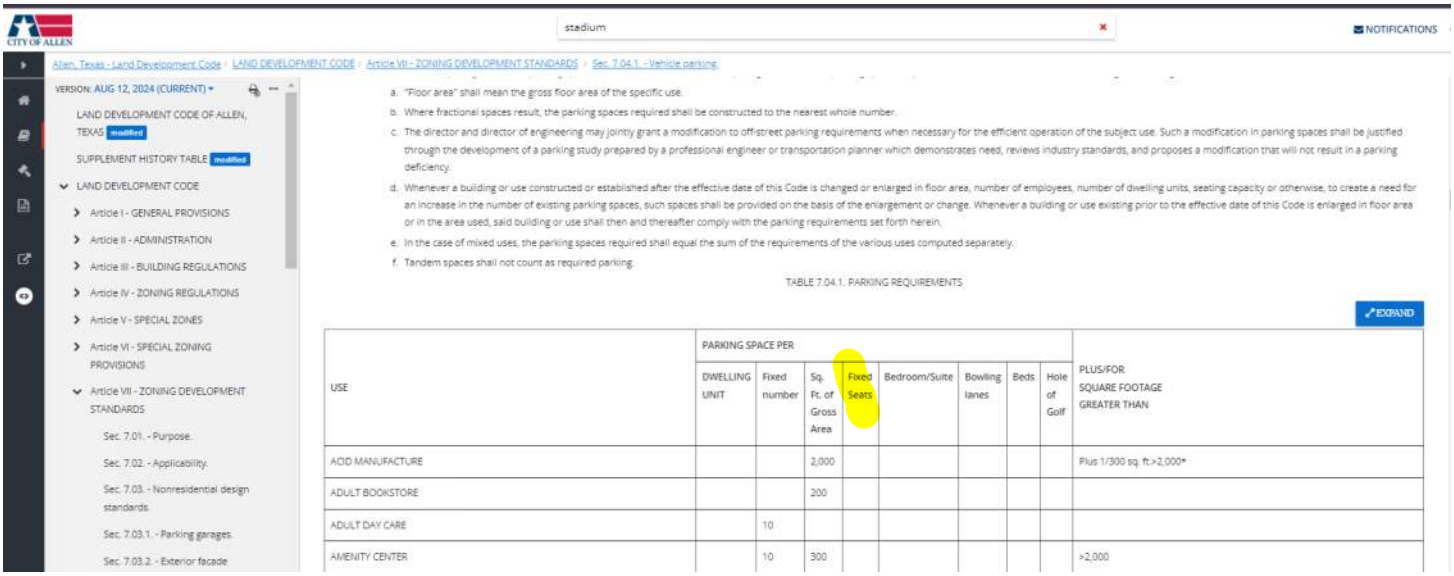
Table 2-39: Minimum Vehicle Parking and Stacking Requirements

Abbreviations: DU = dwelling unit
Sq. ft. = square feet
Note: All requirements refer to gross floor area, unless otherwise specified.

Use	Use Definition	Parking Requirement
College or university	205F.18	10 spaces per classroom, plus 1 space per 500 sq. ft. for buildings and facilities other than classrooms
Commercial entertainment, indoor	205F.19	1 space per 150 sq. ft. for uses not otherwise listed below Bowling, miniature golf, axe-throwing or similar use: 2 spaces per lane or hole Theaters, auditoriums, stadiums, gymnasiums, or similar uses: 1 space per 4 seats in assembly areas or 1 space per 8 linear feet of seating Sports courts: 4 spaces per court
Commercial entertainment, outdoor	205F.20	Stadiums, outdoor theaters, or similar uses: 1 space per 4 seats in assembly areas or 1 space per 8 linear feet of seating Playing fields: 40 spaces per field. If fixed seating is provided the ratio shall be 1 space per 4 seats or 1 space per 8 linear feet of seating Golf course: 5 spaces per hole Miniature golf or driving range: 3 spaces per hole; or 1.5 spaces per driving bay Sports courts: 4 spaces per court; or if fixed seating is provided the ratio shall be 1 space per 4 seats or 1 space per 8 linear feet of seating
Commercial laundry	205F.21	1 space per 1,000 sq. ft. up to 20,000 sq. ft., plus 1 space for each 2,000 sq. ft. over 20,000 sq. ft.
Community garden	205F.22	None required
Contractor's yard	205F.23	1 space per 5,000 sq. ft. of lot area, with a minimum of 5 spaces required
Cottage industrial	205F.24	1 space per 4,000 sq. ft.
Country club	205F.25	1 space per 200 sq. ft.
Data center	205F.26	1 space per 2,000 sq. ft.
Day care center	205F.27	3 spaces per classroom, plus 3 stacking spaces per drive-through/pick-up lane if provided
Dirt or topsoil extraction, sand or gravel mining, or storage	205F.28	1 space per 1,000 sq. ft. up to 20,000 sq. ft. of lot area plus 1 space for each 2,000 sq. ft. over 20,000 sq. ft. of lot area
Dispatch office	205F.29	1 space per 400 sq. ft.
Electric vehicle charging station	205F.30	1 space per 250 sq. ft.
Fairgrounds or rodeo grounds	205F.31	1 space per 1,000 sq. ft. of lot area up to 20,000 sq. ft., plus 1 space for each 2,000 sq. ft. over 20,000 sq. ft.
Farmers' market, permanent	205F.32	1 space per 500 sq. ft. of market area
Food and beverage processing	205F.33	1 space per 1,000 sq. ft. up to 20,000 sq. ft. plus 1 space for each 2,000 sq. ft. over 20,000 sq. ft.
Fuel sales, passenger vehicles	205F.34	1 space per 250 sq. ft.
Fuel sales, trucks	205F.35	1 space per 250 sq. ft.


stadium
NOTIFICATIONS
Prosper, Texas - Zoning Ordinance › CHAPTER 4 - DEVELOPMENT REQUIREMENTS › SECTION 4. - PARKING, CIRCULATION, AND ACCESS › 4.5 - Parking requirements based on use.
VERSION: MAY 20, 2024 (CURRENT)
ZONING ORDINANCE TOWN OF PROSPER, TEXAS
SUPPLEMENT HISTORY TABLE
CHAPTER 1 - GENERAL PROVISIONS, ADMINISTRATION, AND PROCEDURES
CHAPTER 2 - ZONING DISTRICTS
CHAPTER 3 - PERMITTED USES AND DEFINITIONS
CHAPTER 4 - DEVELOPMENT REQUIREMENTS
SECTION 1. - SITE PLAN PROCESS
SECTION 2. - LANDSCAPING
SECTION 3. - TREE MITIGATION
SECTION 4. - PARKING, CIRCULATION, AND ACCESS
4.1 - Purpose.
4.2 - Residential parking provisions (Z12-0002).
4.3 - Non-residential and multifamily parking provisions.
4.4 - Parking access from a public street—All districts.
4.5 - Parking requirements based on use.
4.6 - Rules for computing number of parking spaces.
4.7 - Location of parking spaces.
4.8 - Use of required parking spaces in non-residential districts.
4.9 - Loading space requirements.
Golf course: Five parking spaces per hole.
Health studio or club: One parking space per 200 square feet of exercise area.
Hospital: One space per employee on the largest shift, plus one and one-half spaces per each bed or examination room whichever is applicable.
Hotel: One parking space for each sleeping room or suite plus one space for each 200 square feet of commercial floor area contained therein.
Kindergartens, day schools, and similar child training and care establishments shall provide one paved off-street loading and unloading space for an automobile on a through "circular" drive for each ten students, or one space per ten students, plus one space per teacher.
Library or museum: Ten spaces plus one space for every 300 square feet, over 1,000 square feet.
Lodge or fraternal organization: One space per 200 square feet.
Manufacturing or industrial establishment, research or testing laboratory, creamery, bottling plant, warehouse, printing or plumbing shop, or similar establishment: One parking space for each employee on the maximum working shift plus space to accommodate all trucks and other vehicles used in connection therewith, but not less than one parking space for each 1,000 square feet of floor area.
Medical or dental office: One space per 250 square feet of floor area. Facilities over 20,000 square feet shall use the parking standards set forth for hospitals.
Mini-warehouse: Four spaces per complex plus one additional space per 300 square feet of rental office.
Mobile home park: Two spaces for each mobile home plus additional spaces as required herein for accessory uses.
Mortuary or funeral home: One parking space for each 50 square feet of floor space in slumber rooms, parlors or individual funeral service rooms.
Motel: One parking space for each sleeping room or suite plus one additional space for each 200 square feet of commercial floor area contained therein.
Motor vehicle repair and service: Three parking spaces per service bay plus one parking space per maximum number of employees on a shift.
Motor-vehicle salesroom and used car lots: One parking space for each 500 square feet of the structure. These required spaces may not be used to store or display automobiles for sale.
Nursing home: One space per five beds and one parking space for each 1,000 square feet of lot area for outdoor uses.
Private club or restaurant with a private club: One parking space for each 75 square feet of gross floor area.
Retail store, except as otherwise specified herein (Z13-0010): One space per 250 square feet of gross floor area.
Restaurant, cafe or similar dining establishment: One parking space for each 75 square feet of gross floor area for stand alone buildings without a drive-through, and one parking space for each 100 square feet of gross floor area for restaurants located within a multi-tenant building and for stand alone buildings with a drive-through.
Rooming or boarding house: One parking space for each sleeping room.
Sanitarium, convalescent home, home for the aged or similar institution: One parking space for each five beds.
School, elementary, secondary, or middle: One and one half (1.5) parking spaces per classroom, or the requirements for public assembly areas contained herein, whichever is greater.
School, high school: One and one-half parking spaces per classroom plus one space per five students the school is designed to accommodate, or the requirements for public assembly areas contained herein, whichever is greater.
Theater, sports arena, stadium, gymnasium or auditorium (except school): One parking space for each four seats or bench seating spaces.
Truck stops: One truck parking space for each 10,000 square feet of site area, plus one vehicle parking space per 200 square feet of building area.
Warehouse, wholesale, mini, manufacturing and other industrial type uses: One space per 1,000 square feet of gross floor area, or one space per maximum number of employees on a shift, whichever is less.
(Ord. No. 3-48, 9-10-13)
4.6 - Rules for computing number of parking spaces.



a. "Floor area" shall mean the gross floor area of the specific use.

b. Where fractional spaces result, the parking spaces required shall be constructed to the nearest whole number.

c. The director and director of engineering may jointly grant a modification to off-street parking requirements when necessary for the efficient operation of the subject use. Such a modification in parking spaces shall be justified through the development of a parking study prepared by a professional engineer or transportation planner which demonstrates need, reviews industry standards, and proposes a modification that will not result in a parking deficiency.

d. Whenever a building or use constructed or established after the effective date of this Code is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise, to create a need for an increase in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change. Whenever a building or use existing prior to the effective date of this Code is enlarged in floor area or in the area used, said building or use shall then and thereafter comply with the parking requirements set forth herein.

e. In the case of mixed uses, the parking spaces required shall equal the sum of the requirements of the various uses computed separately.

f. Tandem spaces shall not count as required parking.

TABLE 7.04.1. PARKING REQUIREMENTS

EXPAND

USE	PARKING SPACE PER								PLUS/FOR SQUARE FOOTAGE GREATER THAN
	DWELLING UNIT	Fixed number	Sq. Ft. of Gross Area	Fixed Seats	Bedroom/Suite	Bowling lanes	Beds	Hole of Golf	
ACID MANUFACTURE			2,000						Plus 1/300 sq. ft.>2,000*
ADULT BOOKSTORE			200						
ADULT DAY CARE		10							
AMENITY CENTER		10	300						>2,000
PEST CONTROL SERVICE			200						
PETROLEUM PRODUCTS REFINING/STORAGE			2,000						
PLAYFIELD OR STADIUM				4					
PRINTING OR NEWSPAPER ESTABLISHMENT			2,000						
PRIVATE CLUB			100						

VERSION: AUG 13, 2024 (CURRENT)

FACILITIES

Chapter 13 - NUISANCES

Chapter 14 - OIL AND GAS WELLS

Chapter 15 - PEDDLERS, SOLICITORS AND CERTAIN OTHER SALES

Chapter 16 - PERSONNEL

Chapter 17 - PLANNING AND DEVELOPMENT

Chapter 18 - PUBLIC PROPERTY

Chapter 19 - SIGNS

Chapter 20 - SOLID WASTE

Chapter 21 - STREETS, SIDEWALKS, AND RIGHT-OF-WAY MANAGEMENT

Chapter 22 - SUBDIVISION REGULATIONS

Chapter 23 - SWIMMING POOLS

Chapter 24 - TAXATION

Chapter 25 - TRAFFIC

Chapter 26 - UTILITIES

Chapter 27 - VEHICLES FOR HIRE

Chapter 28 - ZONING

ARTICLE I. - ESTABLISHING ZONING REGULATION

ARTICLE II. - ZONING PROCEDURES AND ADMINISTRATION

ARTICLE III. - ZONING DISTRICTS

ARTICLE IV. - USE REGULATIONS

a. One (1) space for each studio/efficiency unit.

b. One and one-half (1.5) spaces for each one-bedroom unit.

c. Two (2) spaces for each two-bedroom unit.

d. Two and one-half (2.5) spaces for each three-bedroom unit.

e. Three (3) spaces for each four- or more-bedroom unit.

39. *Office (administrative or professional):* One (1) space for each three hundred (300) square feet of floor area.
40. *Outdoor display:* One (1) space for each six hundred (600) square feet of open sales/display area.
41. *Pawn shop:* One (1) space for each two hundred (200) square feet of floor area.
42. *Places of public assembly not listed:* One (1) space for each three (3) seats provided (see subsection 28.50.7.B.).
43. *Real estate office:* One (1) space for each two hundred (200) square feet.
44. *Restaurant, private club, night club, cafe or similar recreation or amusement establishment:* One (1) parking space for each one hundred (100) square feet of gross floor area (including indoor/outdoor play areas and patio dining areas), or one (1) space for every three (3) seats under maximum seating arrangement (i.e., occupancy), whichever is greater; required parking spaces are in addition to any stacking spaces that may be needed/provided for drive-through or drive-in facilities (see Subsection 28.50.3.K.).
45. *Retail or personal service establishment, except as otherwise specified herein:* One (1) space per two hundred (200) square feet of gross floor area in addition to any required stacking spaces for drive-through facilities (see subsection 28.50.3.K.).
46. *Rooming or boarding house:* One (1) parking space for each sleeping room, plus one (1) parking space for each host resident or employee during maximum (i.e., peak) shift.
47. *School, elementary (grades K-6):* One (1) parking space for each fifteen (15) students (design capacity).
48. *School, secondary or middle (grades 7-8):* One (1) parking space for each twelve (12) students (design capacity).
49. *School, high school (grades 9-12):* One (1) space for each three (3) students, faculty and staff (design capacity).
50. *Skilled nursing facility:* One (1) space per six (6) beds; plus one (1) parking space for each three hundred (300) square feet of floor area devoted to offices, cafeterias, exercise/therapeutic rooms, and other similar ancillary uses; plus one (1) space for every two (2) employees at full occupancy.
51. *Storage or warehousing:* One (1) space for each two (2) employees or one (1) space for each one thousand (1,000) square feet of total floor area, whichever is greater.
52. *Telemarketing:* One (1) space for each two hundred fifty (250) square feet of floor space.
53. *Theater, indoor or outdoor (live performances), sports arena, stadium, gymnasium or auditorium (except school auditorium):* One (1) parking space for each three (3) seats or bench seating spaces (see subsection 28.50.7.B.).
54. *Travel center:* One (1) space per two hundred (200) square feet of floor area, plus one (1) space for each gasoline pump unit (a unit may have up to six (6) nozzles for gasoline disbursement). Spaces within pump areas qualify as spaces for the parking requirement. If no gasoline sales are provided, then the parking requirements shall be the same as for a retail store. Adequate space shall be provided for waiting, stacking, and maneuvering automobiles for refueling. On-site parking area dedicated to automobiles shall exceed truck parking by a ratio of 2:1.
55. *Veterinarian clinic:* One (1) space per three hundred (300) square feet of gross floor space.
56. *Warehouse or wholesale type uses:* One (1) space for five thousand (5,000) square feet of gross floor area.

28.50.7. **Rules for computing number of parking spaces:**

In computing the number of parking spaces required for each of the above uses, the following rules shall govern:

A. "Floor area" shall mean the gross floor area of the specific use.

B. "Seat" shall be interpreted as follows:

1. For fixed (e.g., church pews, grandstands, benches, etc.) seating, one (1) seat equals one point seventy-five (1.75) feet of length; and

VERSION: MAY 3, 2024 (CURRENT)

- CITY OF MELISSA, TEXAS
- SUPPLEMENT HISTORY TABLE modified
- CHAPTER 1 - GENERAL PROVISIONS
- CHAPTER 2 - ANIMAL CONTROL
- CHAPTER 3 - BUILDING AND CONSTRUCTION
- CHAPTER 4 - BUSINESS & COMMERCE
- CHAPTER 5 - FIRE PROTECTION
- CHAPTER 6 - HEALTH AND SANITATION
- CHAPTER 7 - OFFENSES AND NUISANCES
- CHAPTER 8 - PERSONNEL AND ADMINISTRATION
- CHAPTER 9 - SUBDIVISIONS
- CHAPTER 10 - TRAFFIC CONTROL
- CHAPTER 11 - UTILITIES & SOLID WASTE
- CHAPTER 12 - PLANNING AND ZONING
  - ARTICLE 12.100 - PLANNING AND ZONING COMMISSION
  - ARTICLE 12.200 - ZONING BOARD OF ADJUSTMENT
  - ARTICLE 12.300 - ZONING ORDINANCE ADOPTED
- CHAPTER 13 - IMPACT FEES
- CHAPTER 14 - PARKS AND RECREATION
- APPENDIX A - MELISSA FEE SCHEDULE
- CODE COMPARATIVE TABLE ORDINANCES modified

(1) This standard does not apply to restaurants conforming to Subsection 22.8 (Parking Requirement Based on Use) (a) (Off-Street Parking Requirements, (42)(c) (Retail (Shopping Center).

(c) *Outdoor Seating Areas.* Outdoor seating areas (may be covered, but not enclosed) under five hundred (500) square feet do not have an additional parking requirement. If greater than five hundred (500) square feet, one (1) parking space for each one hundred (100) square feet of gross floor area.

(42) *Retail.*

(a) *General Retail.* One (1) space per two hundred (200) square feet of gross floor area.

(b) *Retail (big box, wholesale, furniture store, etc.).* One (1) space per two hundred fifty (250) square feet of gross floor area.

(c) *Retail (Shopping Center).* One (1) space per two hundred fifty (250) square feet of gross floor area for shopping centers between one hundred thousand (100,000) and five hundred thousand (500,000) square feet. Regardless of use breakdown, parking overflow amongst uses/lots is permitted.

(d) *Retail (over 500,000 square feet).* One (1) space per two hundred (200) square feet of gross floor area.

(43) *Sanitarium, Convalescent Home, Home for the Aged or Similar Institution.* One (1) parking space for each five (5) beds.

(44) *School, Elementary, Secondary or Middle (Kindergarten through Eighth (8th) Grade) (Public or Private).* One (1) parking space per seventeen (17) students.

(a) The total number of students shall be determined by taking the square footage of standard classrooms divided by twenty (20), plus the square footage of special classrooms, such as art, laboratories, drama, band and vocational rooms, divided by fifty (50).

(45) *School, High School (Ninth (9th) through Twelfth (12th) Grade) (Public or Private).* One (1) parking space per three and three-tenths (3.3) students. (The total number of students shall be determined by taking the square footage of standard classrooms divided by twenty (20), plus the square footage of special classrooms, such as art, laboratories, drama, band and vocational rooms, divided by fifty (50)).

(46) *Theater, Sports Arena, Stadium, Gymnasium or Auditorium.* One (1) parking space for each four (4) seats or bench seating spaces.

(47) *Truck Stops.* One (1) truck parking space measuring seventy-five (75) feet by twelve (12) feet for each ten thousand (10,000) square feet of site area plus one (1) vehicle parking space per two hundred (200) square feet of building area.

(48) *Warehouse, Wholesale, Manufacturing and Other Industrial Type Uses.* One (1) space for one thousand (1,000) square feet of gross floor area.

(49) *Best/Current Practices Parking Ratio.* For uses shown in the Use Chart that have atypical standards or single uses which have varying parking needs depending on the function of that specific single use, an applicant may submit a parking ratio based on best/current planning and transportation practices.

(a) *Best/Current Practices Parking Ratio Application.*

(1) An applicant shall fully cite the sources used to derive the applicant-submitted parking ratio, possible resources include parking standards materials from the Institute of Transportation Engineers (ITE), as amended, or the American Planning Association (APA), as amended.

(2) The Director shall review the applicant submitted parking ratio to confirm best/current planning practices for a use.

(3) The Director shall approve, modify or deny the applicant submitted parking ratio.

(b) *Parking Ratio Determination in Case where no Application is Submitted.*

(1) If the applicant does not submit a parking ratio, then the Director shall determine the parking.

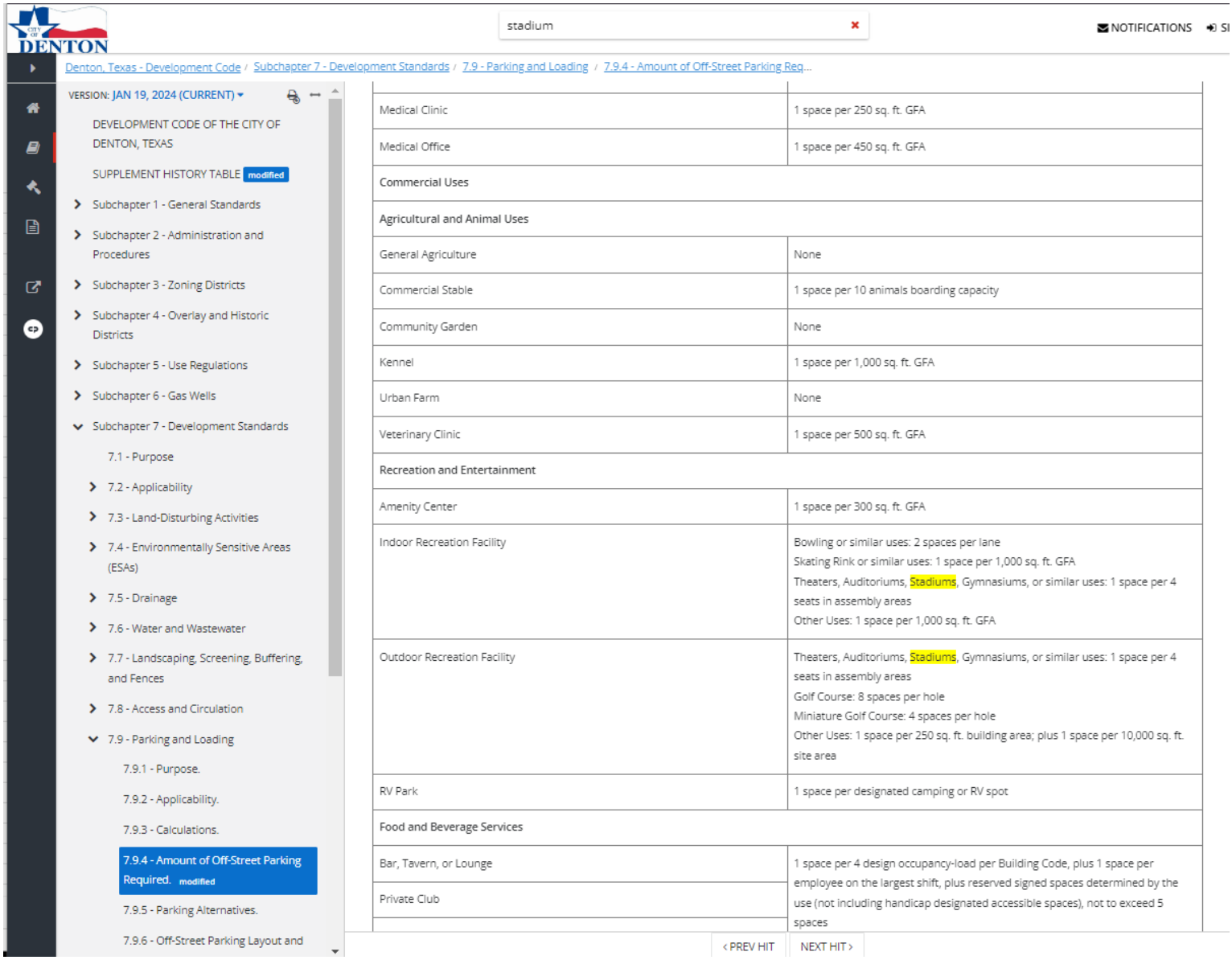
(50) *Conditional Development Standards.* (See specific Conditional Development Standards pertaining to use.)

(b) *Stacking Requirements.*

(1) *Stacking Space Definition.* Stacking spaces provide the ability for vehicles to queue on site prior to receiving a service.

(2) *Stacking Space Size and Location.* A stacking space shall be a minimum of nine (9) feet in width and twenty (20) feet in length and shall not be located within or interfere with any other circulation driveway, parking space, fire lane or maneuvering area.

(3) *Additional Stacking Space Location Criteria.* Stacking spaces shall be provided behind the vehicle bay door, middle of the service window or middle


DENTON
stadium
NOTIFICATIONS
Denton, Texas - Development Code / Subchapter 7 - Development Standards / 7.9 - Parking and Loading / 7.9.4 - Amount of Off-Street Parking Req...
VERSION: JAN 19, 2024 (CURRENT)
DEVELOPMENT CODE OF THE CITY OF DENTON, TEXAS
SUPPLEMENT HISTORY TABLE modified
Subchapter 1 - General Standards
Subchapter 2 - Administration and Procedures
Subchapter 3 - Zoning Districts
Subchapter 4 - Overlay and Historic Districts
Subchapter 5 - Use Regulations
Subchapter 6 - Gas Wells
Subchapter 7 - Development Standards
7.1 - Purpose
7.2 - Applicability
7.3 - Land-Disturbing Activities
7.4 - Environmentally Sensitive Areas (ESAs)
7.5 - Drainage
7.6 - Water and Wastewater
7.7 - Landscaping, Screening, Buffering, and Fences
7.8 - Access and Circulation
7.9 - Parking and Loading
7.9.1 - Purpose.
7.9.2 - Applicability.
7.9.3 - Calculations.
7.9.4 - Amount of Off-Street Parking Required. modified
7.9.5 - Parking Alternatives.
7.9.6 - Off-Street Parking Layout and
Medical Clinic
1 space per 250 sq. ft. GFA
Medical Office
1 space per 450 sq. ft. GFA
Commercial Uses
Agricultural and Animal Uses
General Agriculture
None
Commercial Stable
1 space per 10 animals boarding capacity
Community Garden
None
Kennel
1 space per 1,000 sq. ft. GFA
Urban Farm
None
Veterinary Clinic
1 space per 500 sq. ft. GFA
Recreation and Entertainment
Amenity Center
1 space per 300 sq. ft. GFA
Indoor Recreation Facility
Bowling or similar uses: 2 spaces per lane
Skating Rink or similar uses: 1 space per 1,000 sq. ft. GFA
Theaters, Auditoriums, Stadiums, Gymnasiums, or similar uses: 1 space per 4 seats in assembly areas
Other Uses: 1 space per 1,000 sq. ft. GFA
Outdoor Recreation Facility
Theaters, Auditoriums, Stadiums, Gymnasiums, or similar uses: 1 space per 4 seats in assembly areas
Golf Course: 8 spaces per hole
Miniature Golf Course: 4 spaces per hole
Other Uses: 1 space per 250 sq. ft. building area; plus 1 space per 10,000 sq. ft. site area
RV Park
1 space per designated camping or RV spot
Food and Beverage Services
Bar, Tavern, or Lounge
1 space per 4 design occupancy-load per Building Code, plus 1 space per employee on the largest shift, plus reserved signed spaces determined by the use (not including handicap designated accessible spaces), not to exceed 5 spaces
Private Club
‹ PREV HIT
NEXT HIT ›

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6780

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 15.230 acres being part of the John Hendrix Survey, Abstract No. 503 and the Samuel McGlothlin Survey, Abstract No. 811, City Of Sherman, Grayson County, Texas, Located in the 4100 Block Dripping Springs Road, Heretofore Zoned R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, Cody Slagle, CS2 Properties, LLC (Owner), Breaden Wright (Prospective Buyer), Philip Sarandos, JM Civil Engineering (Representative/Civil Engineer) and Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 15.230 acres of land located in the 4100 Block Dripping Springs Road from an R-6 (Single Family Residential) District to R-4 (Patio Home Residential) District.

Background:

The property is located at 4100 Block Dripping Springs Road near the intersection of Leacrest Drive and Dripping Springs Road. The owner is requesting a Zone Change from an R-A (Residential Agricultural) District to an R-4 (Patio Home Residential) District to construct approximately 60 patio home lots.

Origination:

Cody Slagle, CS2 Properties, LLC (Owner)
Breaden Wright (Prospective Buyer)
Philip Sarandos, JM Civil Engineering (Representative/Civil Engineer)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 18, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff does not have any objection to this zone change request.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6780
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Signs
7. Narrative
8. Comments Response Email
9. Lot Layout

ORDINANCE NO. 6780

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 15.230 ACRES BEING PART OF THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503 AND THE SAMUEL MCGLOTHLIN SURVEY, ABSTRACT NO. 811, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 4100 BLOCK DRIPPING SPRINGS ROAD, HERETOFORE ZONED R-A (RESIDENTIAL AGRICULTURAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, CODY SLAGLE, CS2 PROPERTIES, LLC (OWNER), BREADEN WRIGHT (PROSPECTIVE BUYER), PHILIP SARANDOS, JM CIVIL ENGINEERING (REPRESENTATIVE/CIVIL ENGINEER) AND COPLEY LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 4100 Block Dripping Springs Road and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 21st day of October 2024.

ADOPTED on this the 21st day of October 2024.

EFFECTIVE DATE on this the 21st day of October 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

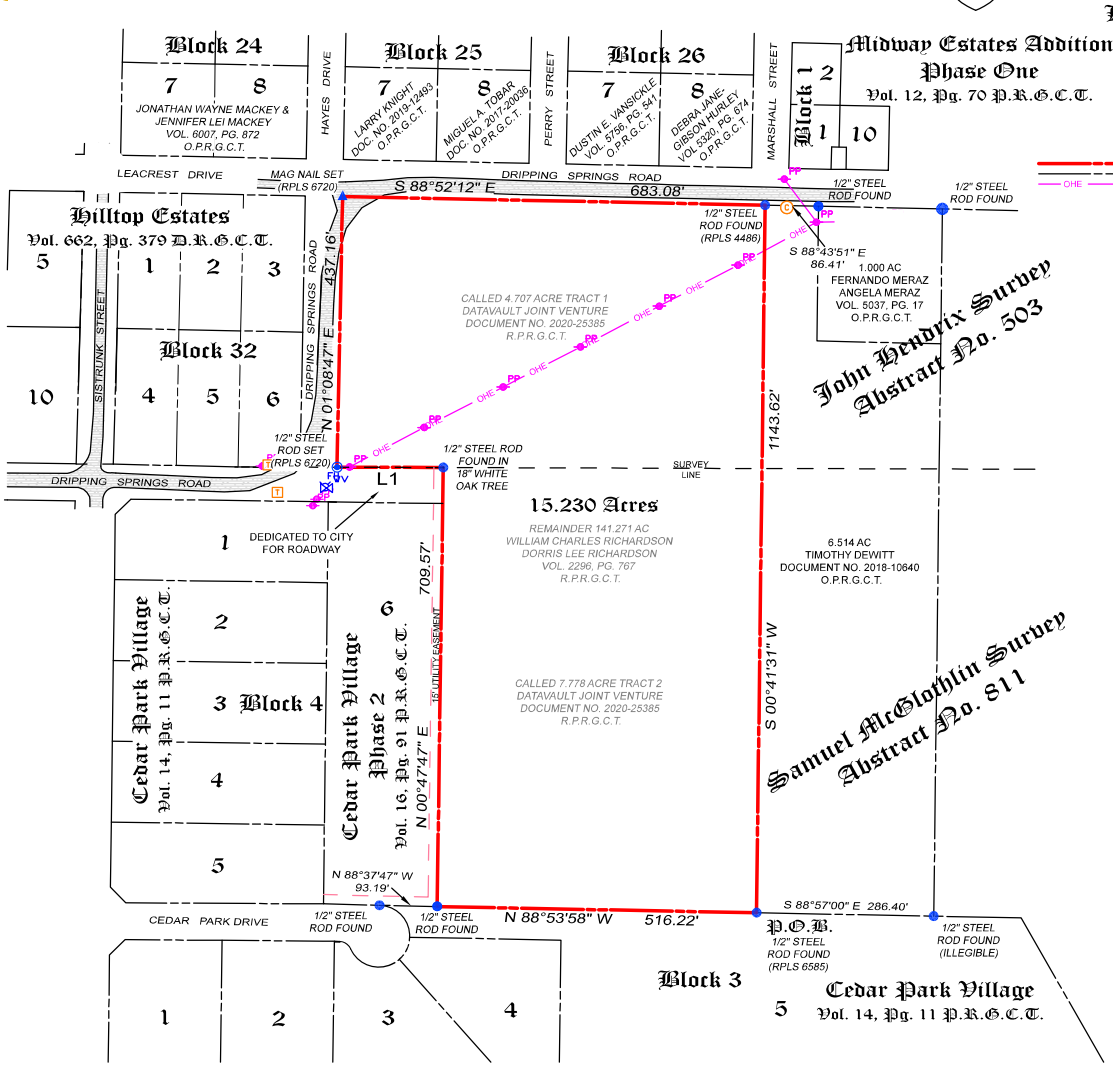
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

EXHIBIT A

CLS Job# 24010032



Legend

- WV — WATER VALVE
- T — TELEPHONE PEDESTAL
- FH — FIRE HYDRANT
- C — BURIED CABLE MARKER
- PP — POWER POLE
- W — WATER METER
- BOUNDARY LINE
- PROPERTY LINE
- OHE — OVERHEAD ELECTRIC
- ASPHALT

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°49'45" W	171.62'

N W E S

Legal Description

Situated *in the City of Sherman, County of Grayson, State of Texas being a part of the John Hendrix Survey, Abstract No. 503 and the Samuel McGlothlin Survey, Abstract No. 811, and being all of the called 4.707 acre Tract 1 and a called 7.778 acre Tract 2 of lands conveyed to Datavault Joint Venture by deed of record in Document No. 2020-25385, Real Property Records, Grayson County, Texas, said Tractout of the 141.271 acre parent tract of lands conveyed to William Charles Richardson and Dorris Lee Richardson, by deed of record in Volume 2296, Page 767 of said Real Property Records and being more particularly described by metes and bounds as follows:*

Beginning *at a 1/2" steel rod found with a cap marked RPLS 6585 maintaining the southwest corner of a 6.514 acre tract of land conveyed to Timothy DeWitt by deed of record in Document No. 2018-10640 of said Real Property Records, and in the north line of Lot 5, Block 3 of Cedar Park Village, an addition to the City of Sherman as shown by plat of record in Volume 14, Page 11 Plat Records, Grayson County, Texas;*

Thence ***North 88°53'58" West****, along the north line of said Lot 5, a distance of* ***516.22 feet*** *to a 1/2" steel rod found maintaining the southeast corner of Lot 6, Cedar Park Village, Phase 2, an addition to the City of Sherman as shown by plat of record in Volume 16, Page 91 of said Plat Records;*

Thence ***North 00°47'47" East****, along the east of said Lot 6, a distance of* ***709.57 feet*** *to a 1/2" steel rod found in the base of an 18-inch white oak tree maintaining the northeast corner of said Cedar Park Village, Phase 2;*

Thence ***North 89°49'45" West****, along the north line of said Cedar Park Village, Phase 2, a distance of* ***171.62 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northerly southwest corner of the herein described tract, said point being in the west line of said 141.271 acre tract and the east line of Dripping Springs Road;*

Thence ***North 01°08'47" East****, along the west line of said 141.271 acre tract and the east line of said Dripping Springs Road, a distance of* ***437.16 feet*** *to a mag nail set with an aluminum washer marked COPLEY RPLS 6720 for the northwest corner of said 141.271 acre tract, and the southeast corner of the intersection of said Dripping Springs Road, Hayes Drive and Leacrest Drive;*

Thence ***South 88°52'12" East****, along the north line of said 141.271 acre tract and the south line of said Dripping Springs Road, a distance of* ***683.08 feet*** *to a 1/2" steel rod maintaining the northwest corner of said 6.514 acre tract;*

Thence ***South 00°41'31" West****, along the west line of said 6.514 acre tract, a distance of* ***1,143.62 feet*** *to the Point-of-Beginning and containing 15.230 acres of land.*

I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property legally described herein, is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429
DATE OF SURVEY: 2/5/2024

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR

Copley Land Surveying
5904 Texoma Parkway, Sherman, Texas 75090
TX 903-415-0643
john@copleylandsurveying.com

0 200 400
SCALE ~ 1" = 200'

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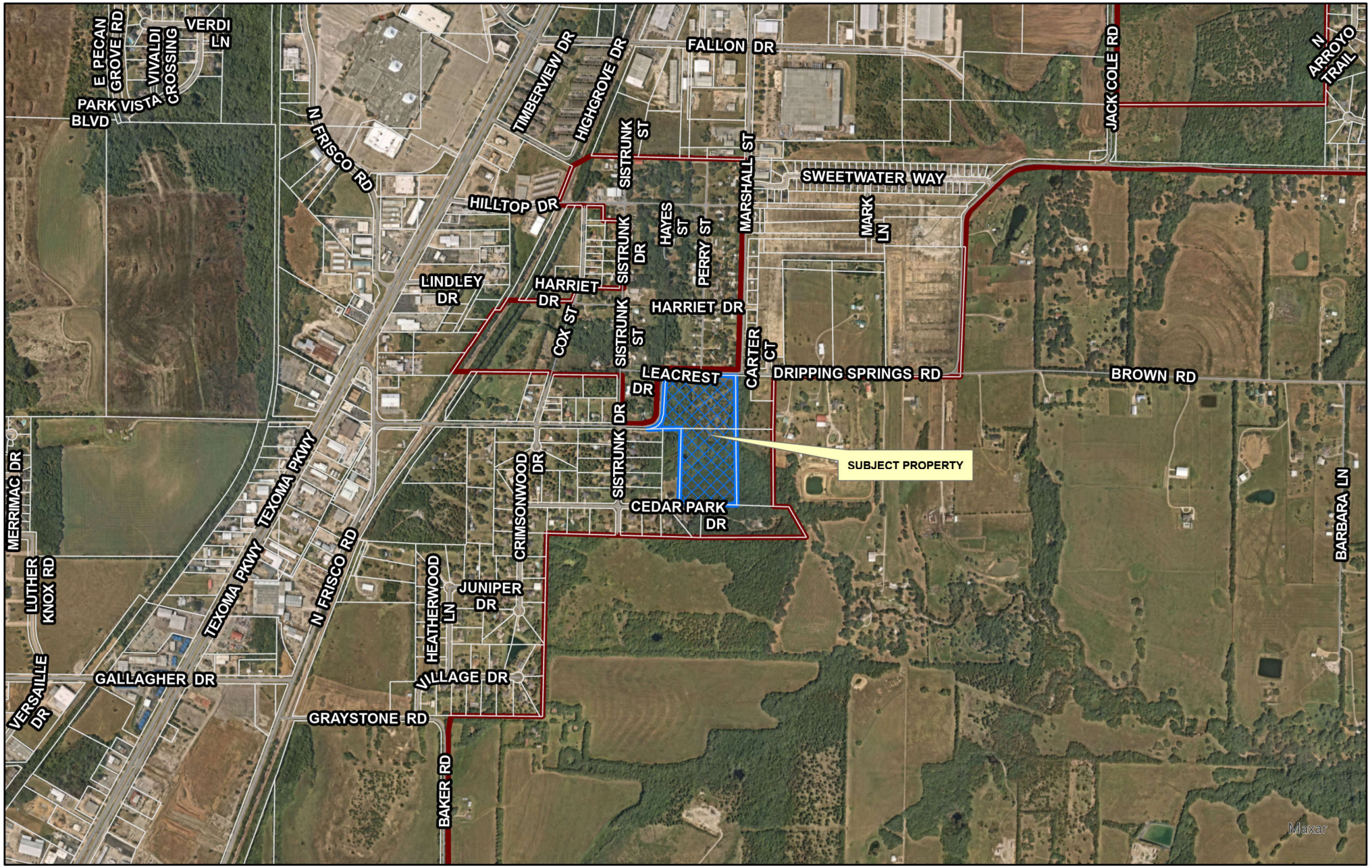
All rights reserved.



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4100 BLK DRIPPING SPRINGS RD

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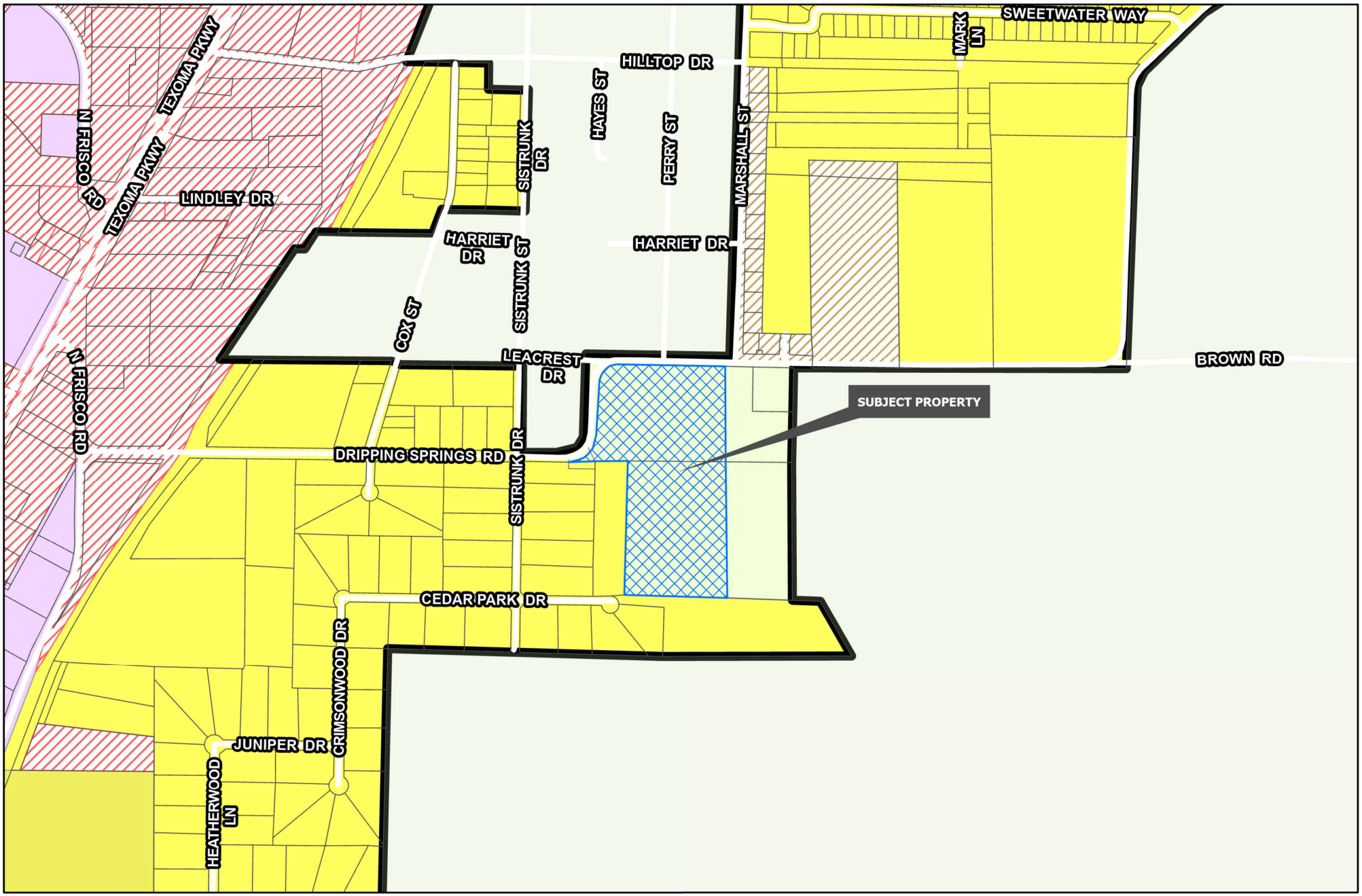

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
ZONING MAP
4100 BLK DRIPPING SPRINGS RD

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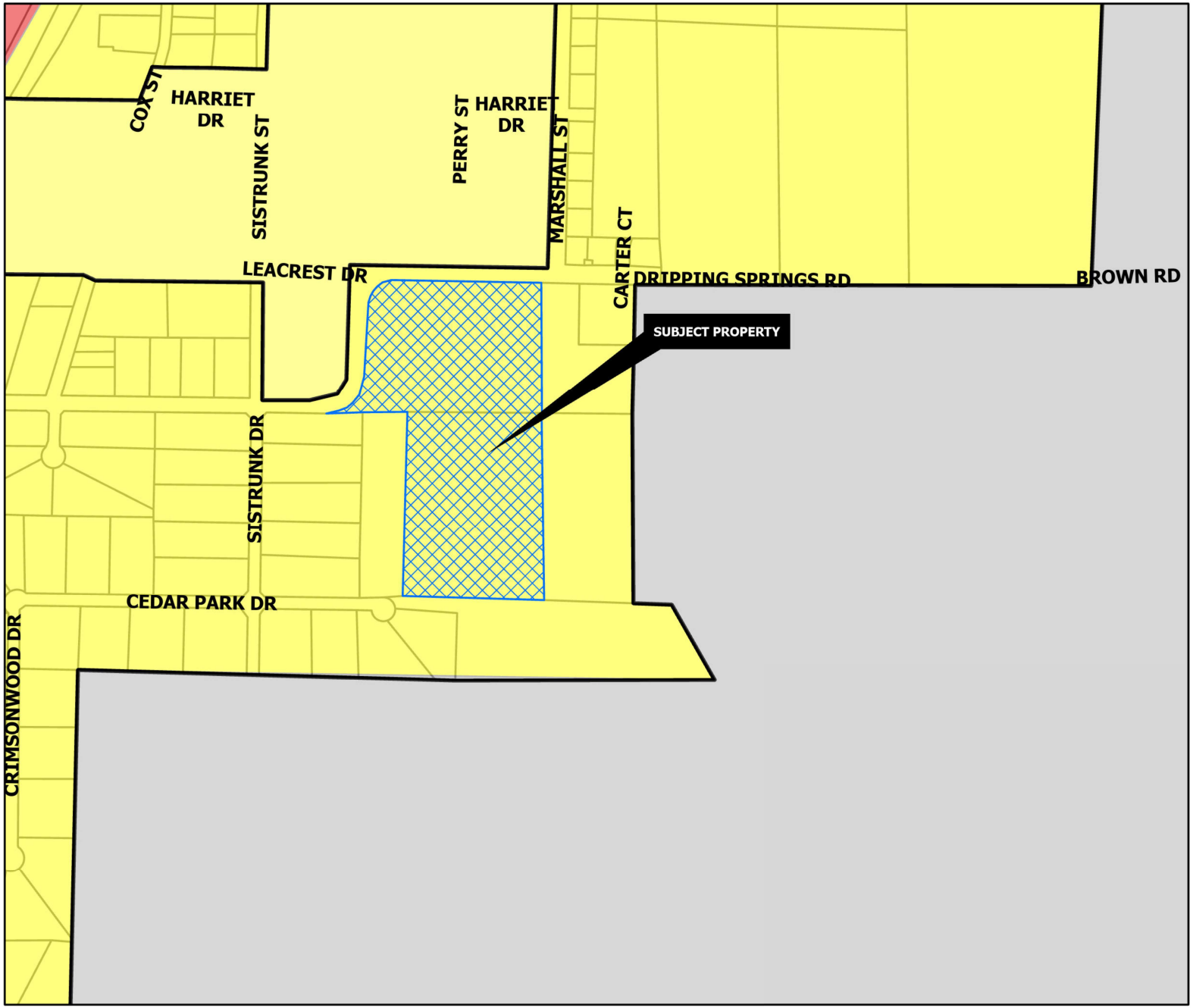

SUBURBAN NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

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CITY OF SHERMAN
FUTURE LAND USE MAP
4100 BLK DRIPPING SPRINGS RD

Date: 8/27/2024 5:51 PM

Sherman
NOTICE OF
PROPOSED ZONING
CHANGE
9/4/2024 AT 3:40 P.M.

Sherman
NOTICE OF PROPOSED ZONING CHANGE
PROJECT #: 24-004107
9/4/2024 AT 3:40 P.M.

JM Civil Engineering, LLC
1101 Central Expressway S., Suite 215
Allen, TX 75013
214-491-1830

August 7, 2024

City of Sherman
Planning & Zoning
220 W. Mulberry Street
Sherman, TX 75090
planning@cityofsherman.com

Subject: Development Application Narrative
Dripping Springs Single Family Development

Applicant: JM Civil Engineering, LLC

The intent of this project is to develop a 15.23-acre site into a residential development off Dripping Springs Road in Sherman, TX. The development will occur in two phases. Phase 1, north of the Dripping Springs Road Thoroughfare Extension, will contain 31 single-family lots. Phase 2, south of the Dripping Springs Road Thoroughfare Extension, will contain 29 single family lots. The lots will be set back a minimum of 50 feet from the center of Calf Creek. In addition, this development will provide an open space along Calf Creek with a 10-foot-wide sidewalk. The The site is currently vacant and resides in the RA (residential agricultural) district. We are requesting a zone change to R-4 (single family district – 4,000 sf lots). The surrounding zoning is R6 (single family residential - 6,000 sf lots).

Thank you for your consideration.

Sincerely,

Philip Sarandos, P.E.

Marlow, Lauren

To: Kyle Flaming
Subject: RE: Zoning Change and SUP Master Application for Dripping Springs development in Sherman, TX

From: Kyle Flaming
Sent: Friday, August 30, 2024 4:03 PM
To: Planning; Philip Sarandos
Cc: Andre Sutiono; 'Braeden Wright'
Subject: RE: Zoning Change and SUP Master Application for Dripping Springs development in Sherman, TX

Sherman Review team,
We would like to submit our updated plans for your review to make sure we have addressed your concerns and give us time to update anything else prior to the 9/4 Deadline.

We have lost 1 lot on the south side, please let us know if this affects any application language.
Below are our comments in **GREEN**. Attached are the plans.

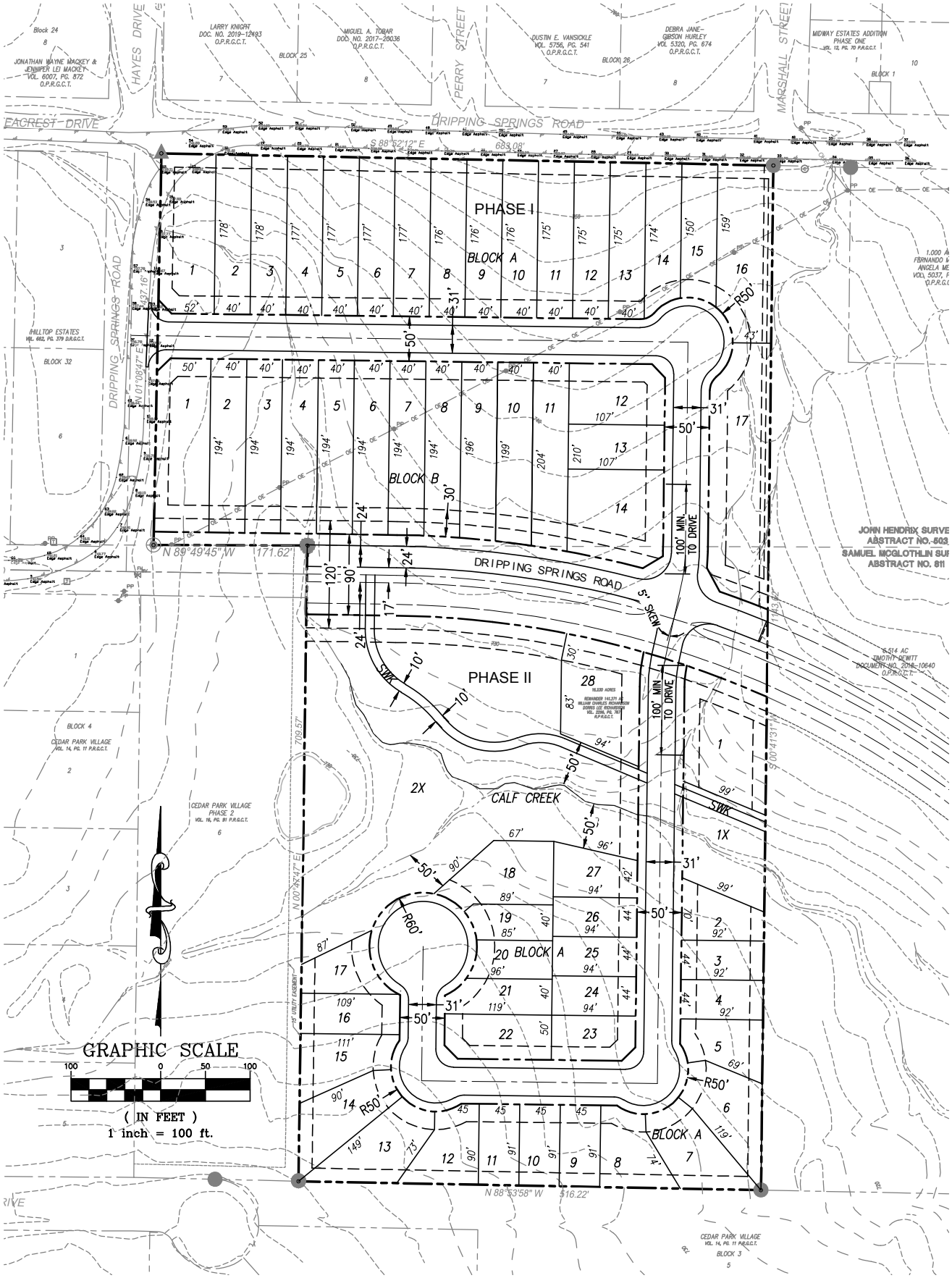
Kyle Flaming, P.E.
Sr. Director of Engineering and Development
JM Civil Engineering

Engineering

Informational Engineering comments:

1. Platting of the property is required. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
   Comment Noted
2. Cul-de-sac and knuckles on South end of proposed project do not meet City standard.
   The plans have been updated to reflect the knuckle design needs and the cul-de-sac radius updated.
3. North road intersection at Dripping Springs Road does not meet City standard.
   Intersections off Dripping springs have been updated to meet city code. They are set to a 5° skew allowed per code, with a 0' offset.
4. No residential drive approaches will be permitted off of Dripping Springs Road for Lot 14, Block B, Phase I; Lot 1, Block A, Phase II; Lot 19, Block A, Phase II. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; Chapter 3, Division 5, Sec. 3.10.156(b); 10.03.003(h)(3); 10.03.003(h)(4)*
   Comment Noted – The intent is to have the driveways accessing the Lots in question, be set back 100' from the Dripping Springs future ROW along the Residential street.
5. Drive approach connections to North/South road for Lot 14, Block B, Phase I; Lot 1, Block A, Phase II; Lot 19, Block A, Phase II will not be able to meet City standard. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)(3)*
   Comment Noted –The Lots in question will not front to Dripping Springs road.
6. Water main shall be extended in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005*
   Comment Noted
7. Wastewater main shall be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005*
   Comment Noted

8. Proposed street names must be approved by the City of Sherman Development Services Department prior to submitting the final plat. Email planning@cityofsherman.com with proposed street name(s). Documentation of approval to be provided with Final Plat submittal. *Code of Ordinances Chapter 10.03.003(d)(2)*
   Comment Noted
9. When a street changes direction, the name shall also change. *Code of Ordinances Chapter 10.03.003(d)(2)*
   Comment Noted
10. 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 10.03.006; Engineering Design Standards Manual Sec. 4.18*
    Comment Noted
11. 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 10.04; Engineering Design Standards Manual Sec. 1.9*
    Comment Noted


HAYES DRIVE
PERRY STREET
MARSHALL STREET
EAGREST DRIVE
DRIPPING SPRINGS ROAD
DRIPPING SPRINGS ROAD
PHASE I
BLOCK A
PHASE II
BLOCK B
BLOCK A
CALF CREEK
DRIPPING SPRINGS ROAD
100' MIN. TO DRIVE
100' MIN. TO DRIVE
5° SKEW
SWK
SWK
R50'
R60'
R50'
R50'
S 88°52'12" E 683.08'
N 89°49'45" W 171.62'
N 88°53'58" W 316.22'
N 01°08'47" E 427.16'
N 00°28'47" E 709.57'
S 00°41'31" W 1193.37'
JONATHAN WAYNE MACKEY & JENNIFER LEI MACKEY VOL. 6007, PG. 872 O.P.R.G.C.T.
LARRY KNIGHT DOC. NO. 2019-12493 O.P.R.G.C.T.
MIGUEL A. TOBAR DOC. NO. 2017-26036 O.P.R.G.C.T.
DUSTIN E. VANSICKLE VOL. 5756, PG. 541 O.P.R.G.C.T.
DEBRA JANE-GIBSON HURLEY VOL. 5320, PG. 674 O.P.R.G.C.T.
MIDWAY ESTATES ADDITION PHASE ONE VOL. 12, PG. 70 P.R.R.C.T.
HILLTOP ESTATES VOL. 662, PG. 379 D.R.R.C.T.
CEDAR PARK VILLAGE VOL. 14, PG. 11 P.R.R.C.T.
CEDAR PARK VILLAGE PHASE 2 VOL. 16, PG. 91 P.R.R.C.T.
JOHN HENDRIX SURVE ABSTRACT NO. 503
SAMUEL MCGLOTHLIN SUI ABSTRACT NO. 811
6.514 AC TIMOTHY DEWITT DOCUMENT NO. 2016-10640 O.P.R.G.C.T.
GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.3.

Meeting Date: 10/21/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6781

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.5872 acres being Lot A-1-1, Taylor Plaza Addition in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located at 705 East Taylor Street, Heretofore Zoned M-1 (Light Manufacturing) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, NNN REIT, LP (Owner), Chandler Garrett (Representative/Tenant) and Gonzalez and Schneeberg Surveyors (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.5872 acres of land located at 705 East Taylor Street from an M-1 (Light Manufacturing) District to a C-2 (General Commercial) District.

Background:

The property is located at 705 East Taylor Street between Independence Drive and North Loy Lake Road. The owner is requesting a Zone Change from an M-1 (Light Manufacturing) District to a C-2 (General Commercial) District.

Origination:

NNN REIT, LP (Owner)
Chandler Garrett (Representative/Tenant)
Gonzalez and Schneeberg Surveyors (Surveyor)

Financial Consideration:

None

Staff Recommendation:

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

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6781
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Site Plan
9. Elevations

ORDINANCE NO. 6781

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.5872 ACRES BEING LOT A-1-1, TAYLOR PLAZA ADDITION IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 705 EAST TAYLOR STREET, HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT ZONING CLASSIFICATION, NNN REIT, LP (OWNER), CHANDLER GARRETT (REPRESENTATIVE/TENANT) AND GONZALEZ AND SCHNEEBERG SURVEYORS (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 705 East Taylor Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 21st day of October 2024.

ADOPTED on this the 21st day of October 2024.

EFFECTIVE DATE on this the 21st day of October 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

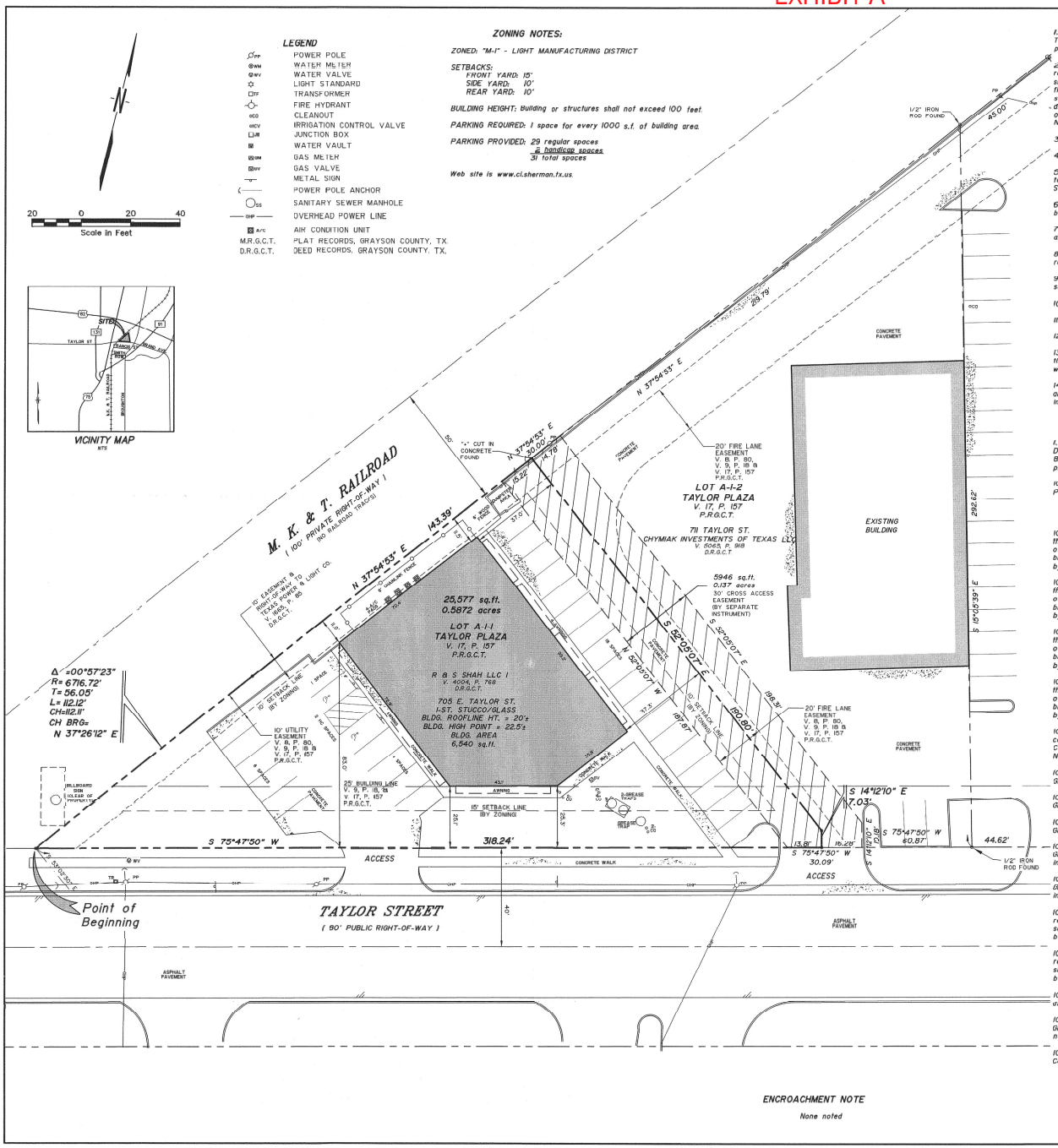
ATTEST:

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



GENERAL NOTES

1. Bearing system for this survey are based upon the north right-of-way line of Taylor Street, bearing South 75 degrees 47 minutes 50 seconds West, as shown on plat referenced hereon.

2. This survey is based on deeds, easements and/or recorded plats and other records furnished by the client and/or the client's representative as well as significant visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not abstract the subject property. This survey was performed with the benefit of a current title commitment provided by First American Title Insurance Company GF No. NCS-634193-ORL, effective date October 10, 2013, issued October 16, 2013.

3. Subject tract has direct access to Taylor Street, a public right-of-way.

4. All utilities appear to enter subject tract via public right-of-way.

5. Subject tract is located in Zone "X", areas outside a flood hazard area, according to the Flood Insurance Rate Map Community Panel Map No. 48181C0290 F dated September 29, 2010.

6. There is no observable evidence of earth moving work, building construction or building additions within recent months.

7. There are no changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.

8. There is no observable evidence of recent street or sidewalk construction or repairs.

9. There is no observable evidenceof site use as a solid waste dump, sump or sanitary landfill.

10. Subject tract appears to drain into a public right-of-way.

11. No evidence of cemeteries or burial grounds.

12. Current Zoning allows for current use.

13. No evidence of potential wetlands were observed on the subject property at the time the survey was conducted, nor have we received any documentation of any wetlands being located on the subject property.

14. Professional Liability Insurance policy obtained by the surveyor in the minimum amount of $1,000,000 to be in effect throughout the contract term. Certificate of Insurance to be furnished upon request.

NOTES REGARDING SCHEDULE "B" EXCEPTIONS

I. Restrictive Covenants recorded in Volume 1637, Page 451, Volume 1695, Page 840, D.R.G.C.T. and Volume 1799, Page 255, Volume 2159, Page 488, and Volume 3199, Page 826, Real Property Records, Grayson County, Texas affect the subject tract but are not plotted hereon as they are blanket in nature.

10I. The following easement and building line as shown on plat recorded in Volume 17, Page 157, P.R.G.C.T. affect the subject tract and are plotted hereon.
a.) 10' utility easement along the northerly line.
b.) 20' firelane across lot.
c.) 25' building line.

10q. Interest in and to coal, lignite, oil, gas and other minerals and all rights incident thereto, contained in instrument recorded in Volume 696, Page 496, of the Deed Records of Grayson County, Texas affect the subject tract but are not plotted hereon as they are blanket in nature. No further search of title has been made as to the interest evidenced by this instrument.

10h. Interest in and to coal, lignite, oil, gas and other minerals and all rights incident thereto, contained in instrument recorded in Volume 772, Page 146, of the Deed Records of Grayson County, Texas affect the subject tract but are not plotted hereon as they are blanket in nature. No further search of title has been made as to the interest evidenced by this instrument.

10i. Interest in and to coal, lignite, oil, gas and other minerals and all rights incident thereto, contained in instrument recorded in Volume 960, Page 496, of the Deed Records of Grayson County, Texas affect the subject tract but are not plotted hereon as they are blanket in nature. No further search of title has been made as to the interest evidenced by this instrument.

10j. Interest in and to coal, lignite, oil, gas and other minerals and all rights incident thereto, contained in instrument recorded in Volume 1154, Page 697, of the Deed Records of Grayson County, Texas affect the subject tract but are not plotted hereon as they are blanket in nature. No further search of title has been made as to the interest evidenced by this instrument.

10k. Interest in and to coal, lignite, oil, gas and other minerals and all rights incident thereto, contained in instrument recorded in Volume 1683, Page 252, of the Deed Records of Grayson County, Texas. affect the subject tract but are not plotted hereon as they are blanket in nature. No further search of title has been made as to the interest evidenced by this instrument.

10l. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded in Volume 475, Page 121, of the Deed Records of Grayson County, Texas. Unable to determine exact location. No further search of title has been made as to the interest evidenced by this instrument.

10m. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded in Volume 475, Page 185, of the Deed Records of Grayson County, Texas. Unable to determine exact location. No further search of title has been made as to the interest evidenced by this instrument.

10n. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded in Volume 569, Page 393, of the Deed Records of Grayson County, Texas. Unable to determine exact location. No further search of title has been made as to the interest evidenced by this instrument.

10o. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded in Volume 1559, Page 458, of the Deed Records of Grayson County, Texas affects the subject tract but is not plotted hereon as it is blanket in nature. No further search of title has been made as to the interest evidenced by this instrument.

10p. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded in Volume 1569, Page 676, of the Deed Records of Grayson County, Texas affects the subject tract but is not plotted hereon as it is blanket in nature. No further search of title has been made as to the interest evidenced by this instrument.

10q. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded in Volume 1569, Page 836, of the Deed Records of Grayson County, Texas affects the subject tract but is not plotted hereon as it is blanket in nature. No further search of title has been made as to the interest evidenced by this instrument.

10r. Lease for coal lignite, oil, gas or other minerals, together with rights incident thereto, recorded in Volume 1571, Page 580, of the Deed Records of Grayson County, Texas affects the subject tract but is not plotted hereon as it is blanket in nature. No further search of title has been made as to the interest evidenced by this instrument.

10s. Easement to Texas Power and Light Company recorded in Volume 1665, Page 85, D.R.G.C.T. affects the subject tract and is plotted hereon.

10t. Non-Disturbance Agreement recorded in Volume 1637, Page 492 of the Deed Records of Grayson County, Texas affects the subject tract but is not plotted hereon as it is blanket in nature.

10u. Non-Disturbance Agreement recorded in Volume 1683, Page 257, Deed Records, Grayson County, Texas affects the subject tract but is not plotted hereon as it is blanket in nature.

ENCROACHMENT NOTE

None noted

PROPERTY DESCRIPTION

Description of a 0.5872 acre tract of land out of the J. B. McAnair Survey, Abstract No. 763, situated in the City of Sherman, Grayson County, Texas, and being all of Lot A-1-1 of the Taylor Plaza Addition an addition to the City of Sherman,Texas according to the plat thereof recorded in Volume 17, Page 157, Plat records, Grayson County, Texas; said 0.5872 acre tract being more particularly described by metes and bounds as follows;

BEGINNING, at a point at the intersection of the north right-of-way line of Taylor Street (80 feet wide) with the east right-of-way line of the M. K. & T. Railroad; said point being on a curve to the right whose center bears South 53 degrees 02 minutes 30 seconds East, a distance of 1676.72 feet; said point being also the westerly corner of Lot A-1-1;

THENCE, northeasterly, with the east right-of-way line of said M. K. & T. Railroad and the west line of Lot A-1-1 and with said curve to the right, through a central angle of 00 degrees 57 minutes 23 seconds, an arc distance of 112.12 feet (chord bears North 37 degrees 26 minutes 12 seconds East, 112.11 feet) to a point at the end of said curve;

THENCE, North 37 degrees 54 minutes 53 seconds East, continuing with said east right-of-way line and the west line of Lot A-1-1, a distance of 143.39 feet to a "+" cut in concrete found at the north corner of said Lot A-1-1; said point also being the west corner of Lot A-1-2 of said Taylor Plaza Addition;

THENCE, with the common line of said Lots A-1-1 and A-1-2, the following metes and bounds;

South 52 degrees 05 minutes 07 seconds East, a distance of 190.80 feet to a point for corner;

South 14 degrees 12 minutes 10 seconds East, a distance of 7.03 feet to a point corner at the southeast corner of said Lot A-1-1; said point also being the southwest corner of said Lot A-1-2; said point also being on said north right-of-way line of Taylor Street;

THENCE, South 75 degrees 47 minutes 50 seconds West, with said north right-of-way line and the south line of said Lot A-1-1, a distance of 318.24 feet to the POINT OF BEGINNING;

CONTAINING, 25,577 square feet or 0.5872 acres of land, more or less.

The property shown and described hereon is the same as decribed in First American Title Insurance Company GF No. NCS-634193-ORL, effective date October 10, 2013, issued October 16, 2013.

SURVEYOR'S CERTIFICATION

To: General Parts Distribution, LLC;
National Retail Properties, Inc.;
National Retail Properties, LP, MNN Acquisitions, Inc.;
First American Title Insurance Company; and
R & S Shah, LLC I, and their respective successors and assigns;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 14, 16, 17, 18 and 21 of Table A thereof. The field work was completed on August 19, 2013.

Date of Plat or Map: August 21, 2013

Robert W. Schneeberg, Texas RPLS No. 4804
Gonzalez & Schneeberg, Engineers & Surveyors, Inc.
660 North Central Expressway, Suite 260
Plano, Texas 75074
Phone: 972-516-8855 Fax: 972-516-8901
email: robert.schneeberg@gs-engineers.com
Date: August 21, 2013
Date of Last Revision: January 9, 2014

The property shown and described hereon is the same as decribed in First American Title Insurance Company GF No. NCS-634193-ORL, effective date October 10, 2013, issued October 16, 2013.

"ALTA/ACSM LAND TITLE SURVEY"
FOR
NATIONAL RETAIL PROPERTIES, INC.
"AS-BUILT" SURVEY
OF A
0.5872 ACRE TRACT
BEING ALL OF
LOT A-1-1, TAYLOR PLAZA
IN THE
J. B. McANAIR SURVEY, ABSTRACT NO. 763
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

NO.	DATE	REVISION
2	01-9-14	added access easement, notes
1	11-5-13	updated title/comments

Gonzalez & Schneeberg
engineers ▪ surveyors
660 N. Central Expressway
Suite 260, Plano, Texas 75074
(972) 516-8855 Fax:(972) 516-8901

SCALE	DATE	PROJ. NO.	DWG. NO.
1"=20'	AUGUST. 2013	3704-13-08-06	3704AU02013

P:\3704 - Taylor Plaza\s3704-Lot A-1-1-Aug 2013.dwg, 1/10/2014 9:14:38 AM

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
705 E TAYLOR ST

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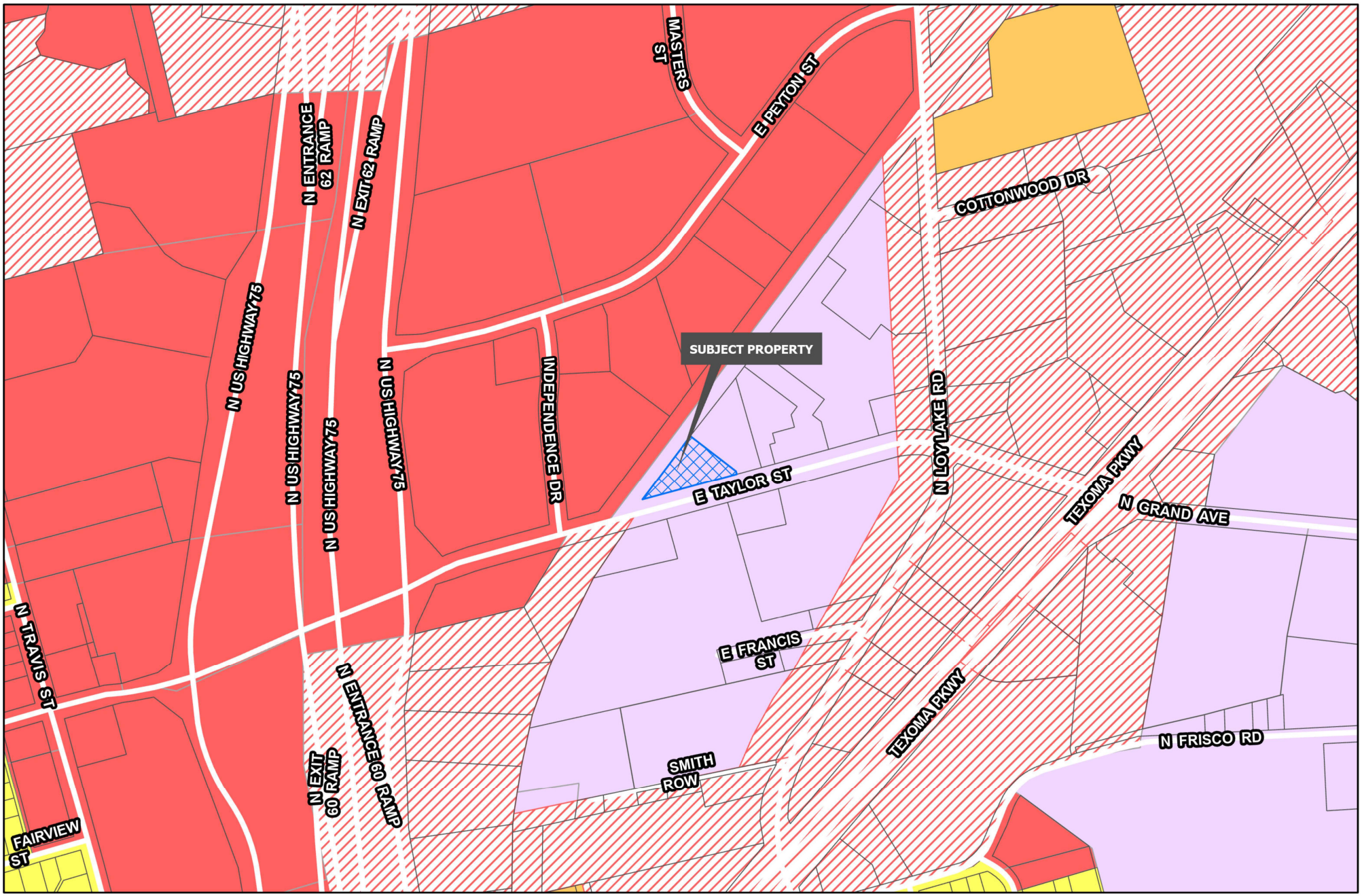
Date: 8/27/2024 9:56 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
705 E TAYLOR ST

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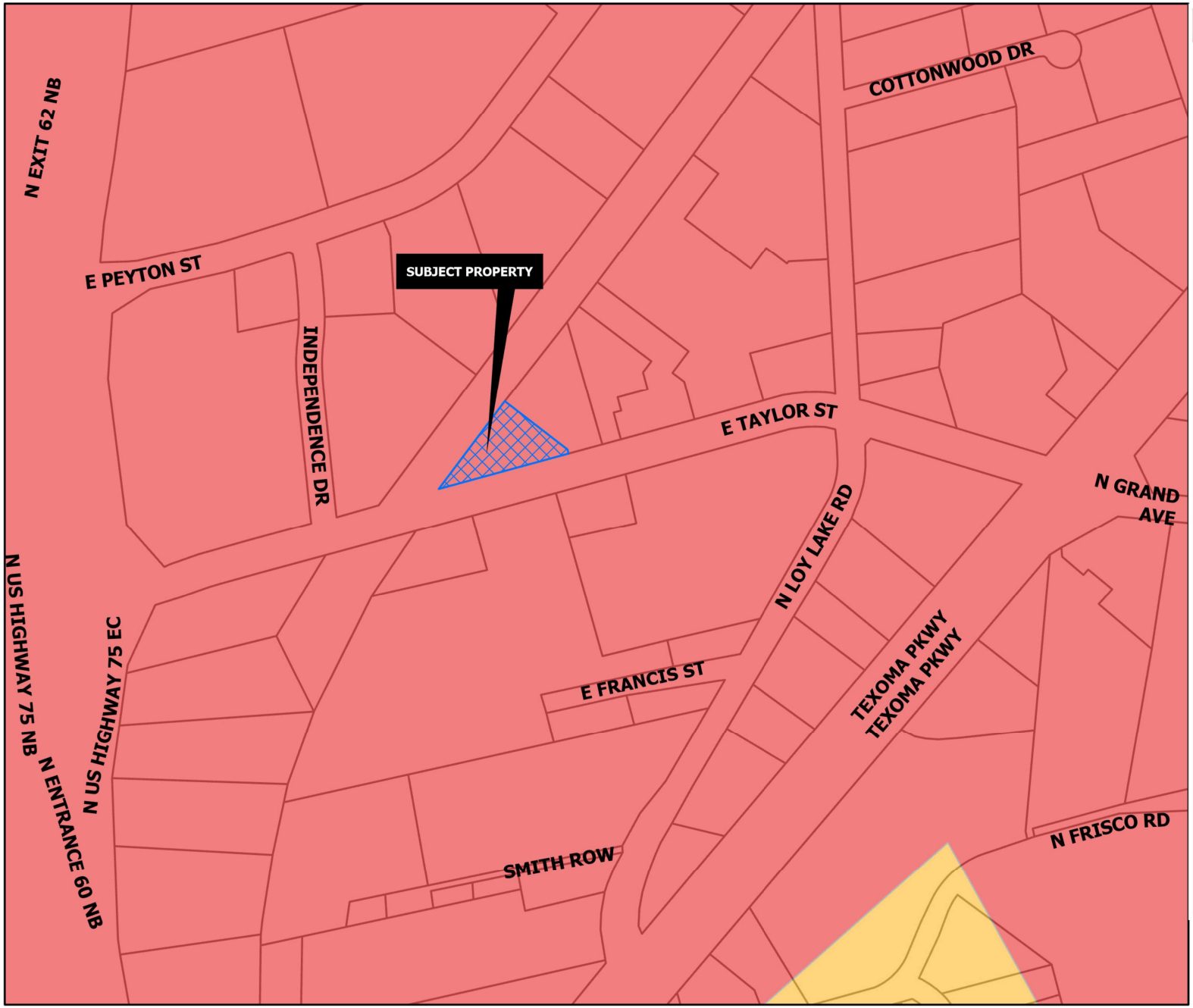

REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
705 E TAYLOR ST

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Date: 8/27/2019 5:52 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF PROPOSED ZONING CHANGE AND VARIANCE REQUEST
PROJECT #: 24-004108
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

Marlow, Lauren

Subject: RE: Zone change for Sell Somethin' LLC

From: Chandler Garrett
Sent: Wednesday, August 7, 2024 12:33 PM
To: Planning; Turner, Kerri
Subject: Zone change for Sell Somethin' LLC

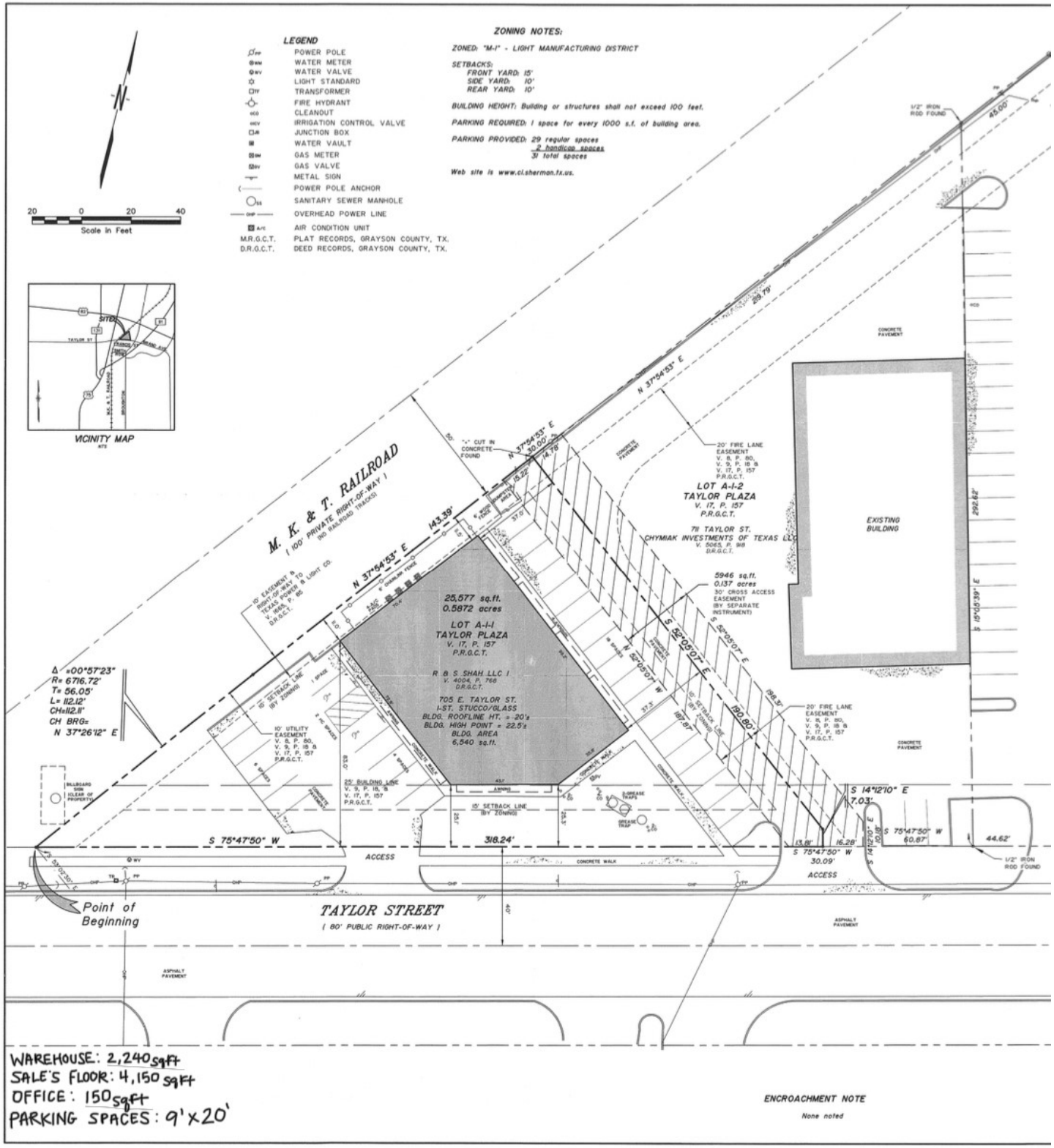
This Zone change application is being submitted by Chandler Garrett. We are requesting that this building zone be changed to a C-2 classification so that we can operate a furniture store out of this facility. This facility has been vacant for 4+ years and since its vacancy the City of Sherman has changed the zoning. We are extremely excited and happy to hopefully move into this building and conduct our small family business in the wonderful City Of Sherman. The building is 6,540 sq ft. We will conduct 2,240 sq ft of storing furniture in the back half of the building. 4,150sq ft of the building will be used as a showroom/sales floor. 150 sq ft of this building will be used as an office.

The owner is seeking a zone change to commercial so that retail businesses (like our family business) can be operated at this location. A variance for the setbacks of the existing structure is required to meet the current ordinance.

This structure was built as Retail/Office space. The existing parking area does not meet the current ordinance and therefore a variance to allow spaces in lieu of the required parking will be required.

Attached is the documentation required for this application. Please let me know if there is any additional information you need from us. We appreciate your time and consideration. We are looking forward to working with you all.

Chandler Garrett



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FOR LEASE
SHERWIN WILLIAMS PAINTS

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.4.

Meeting Date: 10/21/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6782

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.870 acres being Lot 1, Lot 2 and Lot 3, Alvarado Estates, in the Robert Thompson Survey, Abstract 1200, City Of Sherman, Grayson County, Texas, Located at 2901, 2909 and 2913 South First Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, BELACOOP, LLC (Owner), Jay Peskuski (Representative) and Underwood Drafting and Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.870 acres of land located at 2901, 2909 and 2913 South First Street from an R-6 (Single Family Residential) District to a R-4 (Patio Home Residential) District.

Background:

The property is located at 2901, 2909 and 2913 South First Street near the intersection of South Dewey Avenue and South First Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to a R-4 (Patio Home Residential) District.

Origination:

BELACOOP, LLC (Owner)
Jay Peskuski (Representative)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 18, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff does not have any objection to this zone change request.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6782
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Narrative
7. Lot Layout
8. Elevation

ORDINANCE NO. 6782

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.870 ACRES BEING LOT 1, LOT 2 AND LOT 3, ALVARADO ESTATES, IN THE ROBERT THOMPSON SURVEY, ABSTRACT 1200, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2901, 2909 AND 2913 SOUTH FIRST STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, BELACOOP, LLC (OWNER), JAY PESKUSKI (REPRESENTATIVE) AND UNDERWOOD DRAFTING AND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 2901, 2909 and 2913 South First Street all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 21st day of October 2024.

ADOPTED on this the 21st day of October 2024.

EFFECTIVE DATE on this the 21st day of October 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

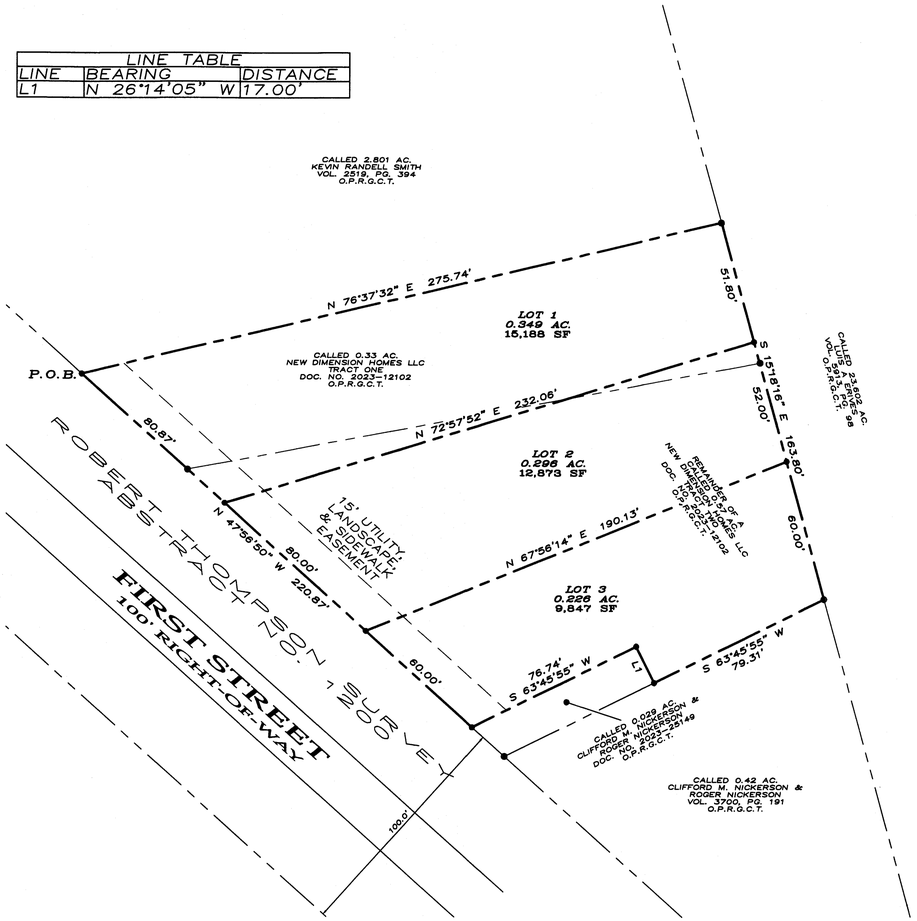
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN PITTMAN, CITY ATTORNEY

EXHIBIT A

JOB NO. 23080832
FW: ASU – DFT: BH

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 26°14'05" W	17.00'



LEGEND

●	1/2" STEEL ROD SET
●	1/2" STEEL ROD FOUND
———	BOUNDARY LINE
———	PROPERTY LINE
— — —	EASEMENT LINE

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lis within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C 0405 G, effective date September 1, 2022.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Robert Thompson Survey, Abstract No. 1200, and being all of a called 0.33 acre tract of land described as Tract One in the deed to New Dimension Homes LLC, recorded in Document No. 2023-12102, Official Public Records, Grayson County, Texas, and the remaining portion of a called 0.57 acre tract of land described as Tract Two in said deed to New Dimension Homes LLC, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod set for the northwest corner of said 0.33 acre tract, common to the southwest corner of a called 2.801 acre tract of land described in the deed to Kevin Randell Smith, recorded in Volume 2519, Page 394, said Official Public Records, and on the northeasterly right-of-way line of First Street;

Thence North 76°37'32" East, with the northerly line of said 0.33 acre tract, and with the southerly line of said 2.801 acre tract, a distance of 275.74 feet to a 1/2" steel rod found for the northeast corner of said 0.33 acre tract, and on the westerly line of a called 23.602 acre tract of land described in the deed to Luis A. Erives, recorded in Volume 5913, Page 98, said Official Public Records;

Thence South 15°18'16" East, with the easterly line of said 0.33 acre tract, and with the westerly line of said 23.602 acre tract, passing en route at a distance of 61.00 feet a found 1/2" steel rod, and continuing on said course, with the easterly line of aforesaid 0.57 acre tract, a total distance of 163.80 feet to a 1/2" steel rod found for the southeast corner of said 0.57 acre tract, common to the northerly corner of a called 0.42 acre tract of land described in the deed to Clifford M. Nickerson and Roger Nickerson, recorded in Volume 3700, Page 191, said Official Public Records;

Thence South 63°45'55" West, with the southeasterly line of said 0.57 acre tract, and with the northwesterly line of said 0.42 acre tract, a distance of 79.31 feet to a 1/2" steel rod set for the easterly corner of a called 0.029 acre tract of land described in the deed to Clifford M. Nickerson and Roger Nickerson, recorded in Document No. 2023-25149, said Official Public Records;

Thence North 26°14'05" West, crossing said 0.57 acre tract, with the northeasterly line of said 0.029 acre tract, a distance of 17.00 feet to a 1/2" steel rod set for the northerly corner of said 0.029 acre tract;

Thence South 63°45'55" West, continuing across said 0.57 acre tract, with the northwesterly line of said 0.029 acre tract, a distance of 76.74 feet to a 1/2" steel rod set for the westerly corner of said 0.029 acre tract, and on the southwesterly line of said 0.57 acre tract, and on the northeasterly right-of-way line of aforesaid First Street;

Thence North 47°56'50" West, with the southwesterly line of said 0.57 acre tract, and with the northeasterly right-of-way line of said First Street, passing en route at a distance of 161.02 feet a 1/2" steel rod found for the northwest corner of said 0.57 acre tract, and continuing on said course, with the southwesterly line of aforesaid 0.33 acre tract, a total distance of 220.87 feet to the Point of Beginning and containing 0.870 acres (37,908 square feet) of land, more or less.

Not Required

[redacted]

ACCEPTANCE

Certificate of approval by the city planning and zoning commission Approved this 18th day of October 2023, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, NEW DIMENSION HOMES LLC, do hereby adopt this plat designating the hereinabove property as the ALVARADO ESTATES, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this 25th day of October, 2023.

CARLOS ALVARADO
NEW DIMENSION HOMES LLC

STATE OF TEXAS
COUNTY OF ~~Grayson~~ Dallas

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of October, 2023.

Notary Public in and for
the State of Texas
Commission Expires: Dec 11 2025

JESUS MICHAEL QUINTERO
ID #131376143
My Commission Expires
December 11, 2025

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, NEW DIMENSION HOMES LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as ALVARADO ESTATES, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property, and OWNER does hereby fully remise and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

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

EXECUTED THIS 25 DAY OF October, 2023

BY: NEW DIMENSION HOMES LLC

CARLOS ALVARADO

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

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

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

10/26/23
Date

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

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 11/2/2023 2:56:23 PM
In the PLAT Records
ALVARADO ESTATE
Doc Number: 2023-239
Number of Pages: 1
Amount: 43.00
Order#: 20231102000128
By: KP

GRAYSON COUNTY, TEXAS

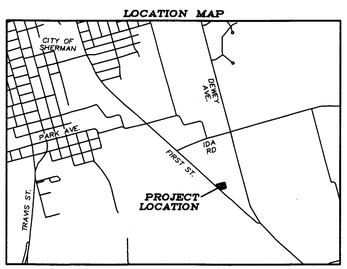
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

LOCATION MAP



(NOT TO SCALE)

OWNERS/DEVELOPER
NEW DIMENSION HOMES LLC
111 W. CLARENDON DRIVE
DALLAS, TX 75208

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

FINAL PLAT
ALVARADO ESTATES
Being a part of the ROBERT THOMPSON Survey, Abstract Number 1200
Being in the City of Sherman
Grayson County, Texas
Containing 0.870 acres of land

08-08-2023

SHEET 1 OF 1

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

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2901, 2909, 2913 S FIRST ST

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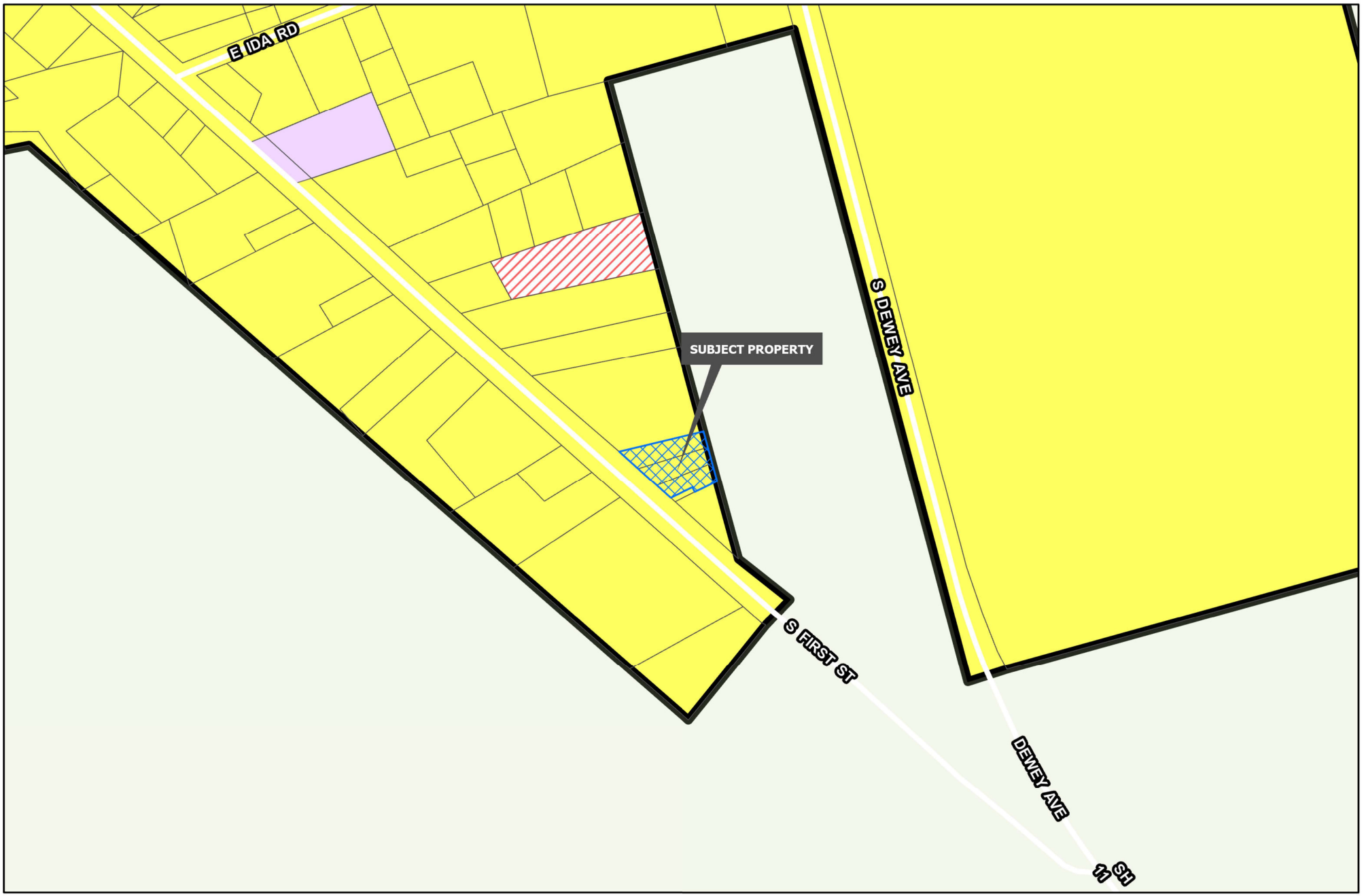
Date: 8/27/2024 9:56 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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- C-2 General Commercial
- M-1 Light Manufacturing
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- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
2901, 2909, 2913 S FIRST ST

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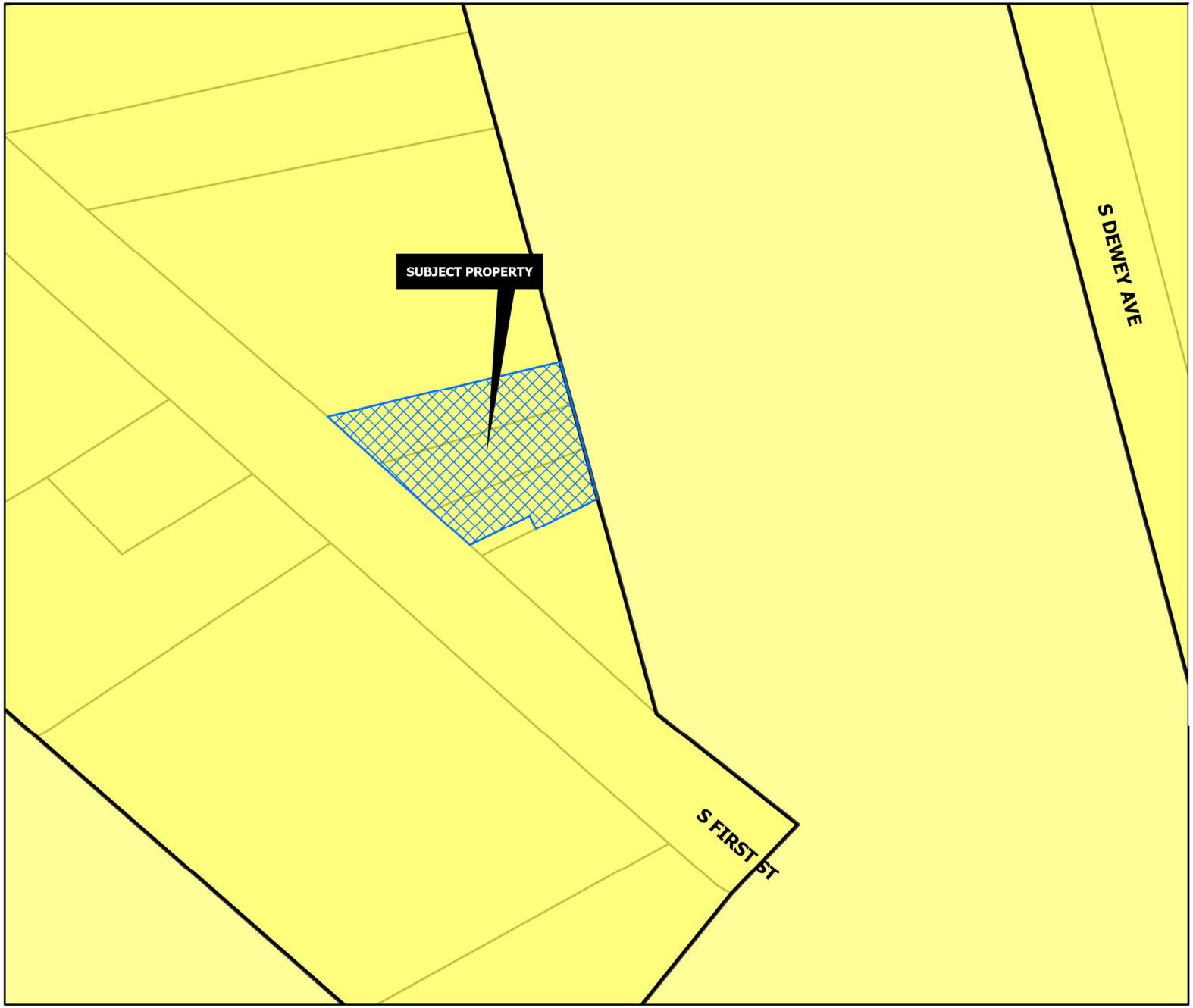
Date: 9/27/2021 5:54:41



SUBURBAN NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

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S

CITY OF SHERMAN
FUTURE LAND USE MAP
2901, 2909, 2913 S FIRST ST

Date: 8/27/2024 5:56 PM

Marlow, Lauren

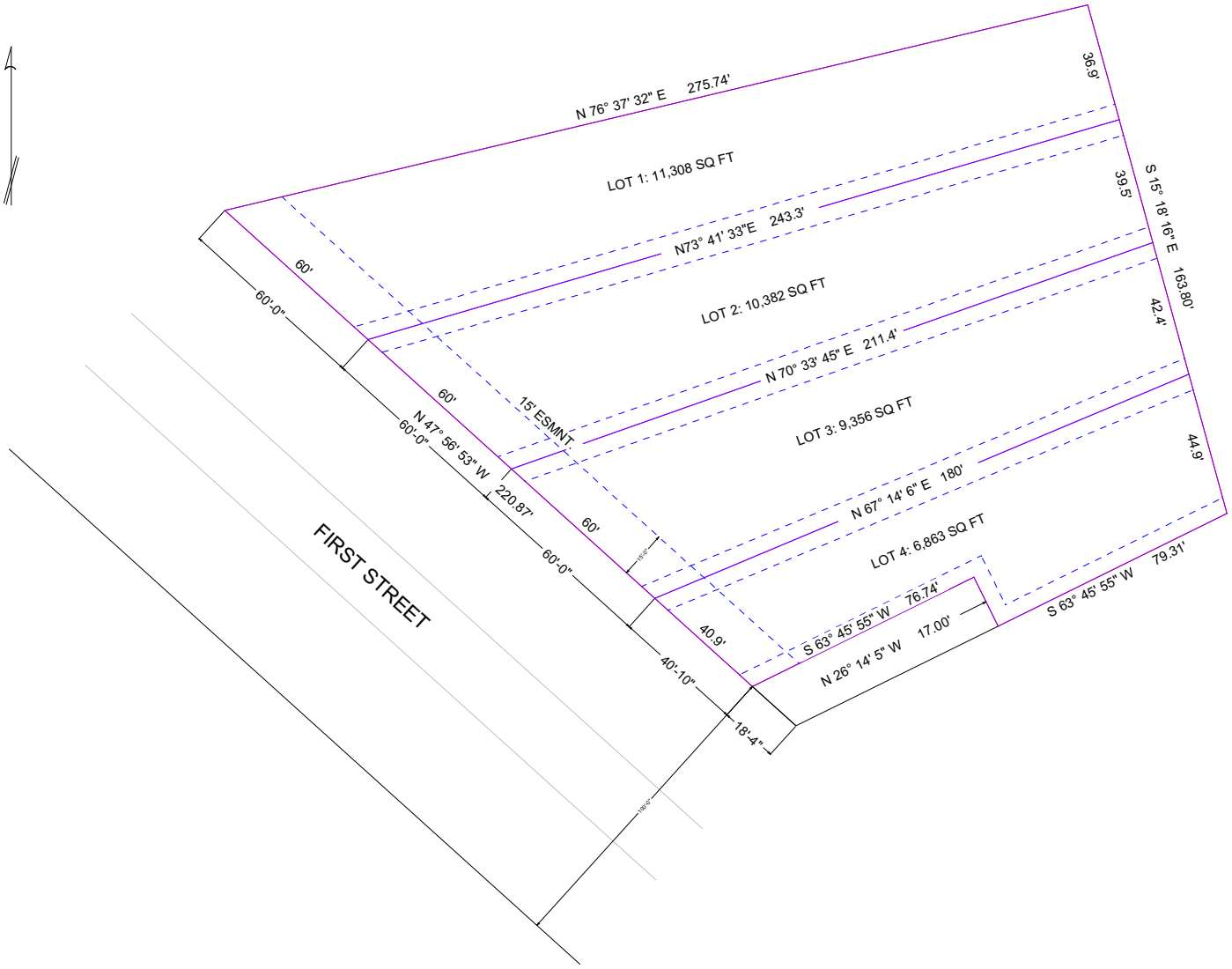
From: laurenm@cityofsherman.com
To: Jay Peskuski
Subject: RE: Updated Narrative_2901, 2909, & 2913 S First Street

From: Jay Peskuski
Sent: Thursday, September 5, 2024 9:35 AM
To: Turner, Kerri
Subject: Updated Narrative_2901, 2909, & 2913 S First Street

Hi Kerri - Please see updated/expanded narrative for the rezone request for - **2901, 2909, & 2913 S First Street** - below. Thanks!!

In consideration of the rezone request/application for these properties we ask that the following be taken into account. These properties, when divided up as we have proposed will still greatly exceed the minimum lot area required for the existing r-6 zoning. Current zoning will require a minimum of 6,000 sqft per lot, and the proposed direction would have the average between the 4 proposed properties at 9,477 sqft. We would have the frontage for 3 of the 4 lots meeting the minimum width of the current r-6 zoning of 60ft, with only one property not meeting this with the frontage dimension. The depth of these lots more than double the minimum for the current zoning (100ft required, average depth of the proposed properties is 213ft). In short, these are large properties, and we propose to keep them as large properties. We are not seeking to break these up as small as we can. They still meet/exceed the existing r-6 zoning by most of the required minimums. Additionally, it is out intention to develop these propeties with all unique, single-family homes, exceeding 2,000 sqft of AC/living space per residence. We appreciate your consideration. Thank you.

Jay Peskuski



SITE PLAN

SCALE: 1" = 16'

PROJECT NO.
2901

DATE:
8/7/2024

PDF

PESKUSKI DESIGN FIRM

DALLAS, TEXAS

P: 469.682.8956
F: 972.279.0238
E: JP@JPDFIRM.COM

NO. DESCRIPTION DATE

PROJECT INFO:
2901, 2909, & 2913 S FIRST ST
LOT 1, 2, & 3 , ABSTRACT NO 1200
SHERMAN, TX
GRAYSON COUNTY

SHEET NO:
A-0

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.5.

Meeting Date: 10/21/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6783
Appointing an Alternate Municipal Court of Record Judge for the City of Sherman, Grayson County, Texas

Issue:
Appointment of Bi Hunt as Alternate Municipal Court of Record Judge

Background:
Currently, the Sherman Municipal Court does not have an alternative judge to preside over the criminal court. Dockets have become larger, making combining dockets cumbersome with long wait times for the defendants. Having a second judge to fill-in when the presiding judge is absent prevents re-scheduling of defendants to a large docket, and allows greater flexibility for the presiding judge and court staff. Bi Hunt worked in the Grayson County District Attorney's office as a prosecutor and has previously worked at the City of Sherman as a prosecutor on an as-needed basis. She is willing to take the alternate judge position for the Sherman Municipal Court.

Origination:
Finance Department

Financial Consideration:
There is no financial consideration since only one judge will preside over each docket.

Staff Recommendation:
Staff recommends the City Council appoint Bi Hunt as Municipal Court of Record Judge

Alternatives:
Council could decline to appoint Bi Hunt as Alternate Judge.

Attachments:
1. Ordinance No. 6783
2. Municipal Court Judge Services Agreement - City of Sherman Alternate Judge

ORDINANCE NO. 6783

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING AN ALTERNATE MUNICIPAL COURT JUDGE FOR THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; PROVIDING FOR A REPEALER CLAUSE, FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, it has come to the attention of the City Council of the City of Sherman, Texas, that there is a need to appoint an Alternate Municipal Court Judge to serve in the capacity of Municipal Court Judge when the regular appointed Municipal Court Judge is unable to serve; and

WHEREAS, Section 29.007 of the Texas Government Code authorizes the City Council to make such appointment; and

WHEREAS, the City Council of the City of Sherman, Texas hereby finds and determines that Ms. Bi Hunt, Attorney, possesses the qualifications and experience necessary for such position;

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

SECTION 1. That all of the above recitals and preambles are found to be true and correct and made a part hereof for all purposes.

SECTION 2. That Ms. Bi Hunt, Attorney, be and is hereby appointed to serve in the capacity of Alternate Municipal Court Judge and to have all the powers and duties of said office as conferred by Section 29.007 of the Texas Government Code.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 the 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 21st day of October 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

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT

The **City of Sherman, Texas**, a home-rule municipality ("Sherman"), and **Bi Hunt** ("Contractor") hereby enter into this Municipal Court Judicial Services Agreement ("Agreement"). Sherman and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, the City Council of the City of Sherman, Texas ("Sherman") has established and maintains the Sherman Municipal Court and appoints judges as may be necessary to serve the Court pursuant to Article IV, § 4 of Sherman City Charter; and

WHEREAS, Contractor desires to contract with Sherman to provide such judicial services as alternate judge for the Sherman Municipal Court under the terms and conditions of this Agreement; and

WHEREAS, Contractor represents and warrants that through education and experience, Contractor possesses the requisite skills to provide such judicial services in a professional and competent manner; and

WHEREAS, Sherman and Contractor acknowledge and agree that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Sherman and Contractor, but defines a relationship between the parties wherein the Contractor is in fact an independent contractor of Sherman; and

WHEREAS, Contractor reserves independence to act within the limits imposed by law and professional obligations such that Sherman's objectives during the term of this Agreement will be furthered through means the Contractor considers appropriate in accordance with Contractor's professional obligations and as may be required by the Texas Code of Judicial Conduct and other applicable rules and regulations.

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

1. Scope of Services. Contractor shall provide judicial services as the alternate judge in Sherman Municipal Court and shall furnish all labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of this Agreement (collectively, "Services"). The Services include, but are not limited to, the following:

   (a) Hearing and consideration of criminal cases and other matters scheduled and assigned to Contractor in the Sherman Municipal Court;

   (b) Presiding over Sherman Municipal Court criminal dockets, including pretrial conferences, pretrial hearings, plea and arraignments proceedings, trials and other proceedings scheduled and assigned to Contractor in the Sherman Municipal Court;

(c) Issuing appropriate rulings and orders in criminal cases and other matters scheduled and assigned to Contractor in the Sherman Municipal Court;

(d) Communicating with Sherman Municipal Court staff, judges, prosecuting and defending attorneys, defendants and other participants in cases and other matters scheduled and assigned to Contractor in the Sherman Municipal Court;

(e) Establishing the times and days for the court dockets.

(f) Performing such other functions within Sherman Municipal Court normally required of a municipal court alternate judge; and

(g) Providing Sherman timely updates regarding changes in the scope and nature of the Services provided hereunder that may affect operations, policies or activities of Sherman Municipal Court and making recommendations on improving the quality and efficiency of the Services provided hereunder.

Contractor shall perform the Services at the dockets to which he/she may be scheduled

2. Term; Termination. The term of this Agreement shall commence on the Effective Date (hereinafter defined) of this Agreement and shall continue in effect until October 21, 2027 unless terminated earlier in accordance with this Agreement or the City Charter. Sherman shall have the option to extend this Agreement for additional terms of two (2) years each on the same terms and conditions by giving Contractor written notice of its intent to extend prior to the expiration of the then-current two (2) year term, provided that the City Council has re-appointed Contractor as the alternate judge in accordance with Article IV, Section 44 of the City Charter. Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor written notice of termination, removal or non-appointment. Contractor is entitled to terminate this Agreement at any time for any reason or for no reason by giving Sherman at least thirty (30) days' prior written notice of the termination date.

3. Compensation; Billing. In exchange for Contractor's provision of the Services as described in this Agreement, the Presiding Judge will provide compensation to contractor directly.

As an appointed official, Contractor agrees to perform the service required by the position of alternate judge and is not limited to or guaranteed a preset number of hours per week or per month to perform such services. Contractor is expected to engage in those hours of work which are necessary to fulfill the obligations of Contractor's position. Contractor acknowledges that the proper performance of duties as alternate judge will often require the performance of necessary services at times and for extended periods other than as scheduled. Contractor agrees to devote such additional time as is necessary for the full and proper performance of duties and that the compensation herein provided for includes compensation for the performance of all such Services.

4. Cooperation. Contractor acknowledges that Sherman is entitled, in its sole discretion, to

contract with and/or assign other judges to provide the same or similar judicial services for Sherman Municipal Court, and Contractor agrees to fully cooperate with Sherman and any such other judges in this regard, including but not limited to, coordinating the scheduling and coverage of the dockets and other needs of Sherman Municipal Court.

5. Conflicts. Sherman recognizes that Contractor may represent clients as an attorney. During the term of this Agreement, Contractor shall not represent any person or entity or otherwise engage in the practice of law in a matter directly adverse to Sherman, in an adversarial capacity before the Sherman City Council or any of its courts, agencies, boards or commissions, or in a matter that Sherman determines is averse to the interests of Sherman. Further, Contractor represents that Contractor does not have any personal, business or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of Contractor in performing the Services. Contractor shall evaluate on an ongoing basis whether, in Contractor's professional judgment, a conflict may become apparent or imminent. In the event that Contractor believes a conflict may develop or has developed, Contractor shall immediately communicate with Sherman about the perceived potential conflict.

6. Professional Obligations. Contractor must complete the minimum number of hours of instruction annually in the performance of the duties of a municipal court alternate judge as required by the laws of the State of Texas and any applicable rule or statute. Contractor shall ensure that official copies of records documenting such training shall be kept and maintained at all times. The Contractor shall provide proof of current certification from the State Bar of Texas on October 1 of each year during the term of this Agreement. The City of Sherman will pay for registration fees and housing for annual TMCEC provided judge's training.

7. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

8. No Supervisory Capacity. Contractor acknowledges that the clerks of the Sherman Municipal Court are supervised by the City Manager as administrative employees and that Municipal Court prosecutors are supervised by the City Attorney. Contractor does not serve in a supervisory role as to any of these or other employees of Sherman except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate department head or City Manager concerning needed improvements or problems that come to his/her attention through his/her service under this Agreement.

9. No Prohibited Interest. Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of Sherman City Charter. Contractor

acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.

10. Liability. To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for Contractor's own acts and omissions and for any and all damage to Contractor's equipment and other property. Sherman assumes no such responsibility or liability. Sherman shall have no such responsibility or liability to Contractor.

11. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work under this Agreement. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Sherman in writing.

12. Assignment. Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Sherman.

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

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

15. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Sherman and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal.

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

17. No Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

18. 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.

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

If to Contractor, to: Bi Hunt
100 N. Travis St., Ste. 202
Sherman, Texas 75090
Telephone: 214-732-2215_
Email: bihuntlaw@gmail.com_

If to Sherman, to: City of Sherman
Attn: City Manager_____

Sherman, Texas
Email: robbyh@cityofsherman.comWith a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

20. Representations. Each party states that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

21. Independent Contractor. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of Sherman; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between Sherman and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between Sherman and Contractor. Neither Contractor nor his agents or employees shall be deemed to be an employee of Sherman for any purpose whatsoever. Contractor shall not be eligible to participate in any benefit program provided by Sherman for its employees. Contractor shall be exclusively responsible for the payment of his/her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and

Social Security obligations, professional fees or dues. Sherman may arrange to provide space for Contractor to use to facilitate access to the Municipal Court staff and others. The provision of space is not compensation, nor does it change the nature of the relationship from that of independent contractor. Contractor agrees to make use of the space, if any, as an accommodation to Sherman and only to conduct business in accordance with this Agreement.

22. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the authorized representatives of Sherman and Contractor.

23. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

24. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, Sherman has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein

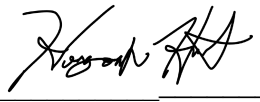
25. Chapter 2270 Certification. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby certifies that Contractor (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Sherman, including during the term of this Agreement.

26. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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

CITY OF SHERMAN, TEXAS

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



_____
Printed Name: _Bi Hunt_____
Date: 10/09/2024 _____

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.6.

Meeting Date: 10/21/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6784

Abandoning a Portion of One (1) Twenty-Foot (20') Wide Easement Located in the William Martin Survey, Abstract No. 765, Being More Particularly Described in the Exhibit "A" attached hereto and made a part hereof for all Purposes, which Easement is Established in Volume 1455, Page 255, Deed Records, Grayson County, Texas.

Issue:

To consider the abandonment of a portion of one (1) Twenty-foot (20') Easement located in the William Martin Survey, in the City of Sherman, Grayson County, Texas

Background:

Said portion of easement, which is filed of record in Volume 1455, Page 255, Deed Records, Grayson County, Texas, is not being utilized and is no longer deemed necessary.

Origination:

Oncor Electric Delivery Company, LLC, property owner; Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the portion of one (1) 20' Easement abandonment.

Alternatives:

As may be directed by City Council.

Attachments:

1. Ordinance No. 6784
2. Easement Abandonment Request Letter (09.25.24)
3. Location Map - Eas Abandon - William Martin Svy. Oncor Howe Substation

ORDINANCE NO. 6784

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF ONE (1) TWENTY-FOOT (20′) WIDE EASEMENT LOCATED IN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENT IS ESTABLISHED IN VOLUME 1455, PAGE 255 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS; 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 of Sherman, Texas has received a request to abandon a portion of one (1) Twenty-foot (20′) wide Sanitary Sewer Easement, as described herein; and

WHEREAS, THE Easement Deed for Sanitary Sewer purposes is established in Volume 1455, Page 255 of the Deed Records of Grayson County, Texas; and

WHEREAS, the City Council has held a public hearing on the proposed abandonment and the abutting property owner(s) of the proposed abandonment have been notified; and

WHEREAS, the City Council has investigated and determined that all persons who own property adjacent to the easement concur and agree with the proposed abandonment; and

WHEREAS, the City Council has investigated and determined that the easements are no longer needed; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to abandon the City's right and interest in the easements, and that such action will benefit the public generally.

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

SECTION 1. That the Sanitary Sewer Easement described on the Exhibit "A" attached hereto and made a part hereof for all purposes, is hereby abandoned.

SECTION 2. That it is the intent of the City Council that the City's rights and interests in such easement is hereby vacated.

SECTION 3. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public easement or right-of-way, nor does this Ordinance create new rights.

SECTION 4. That the City Clerk is hereby directed to file and record this Ordinance after its adoption in the Official Public Records of Grayson County, Texas.

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

SECTION 6. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 8. This Ordinance shall become effective immediately upon its passage and adoption.

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

INTRODUCED on this the 21st day of October 2024.

ADOPTED on this the 21st day of October 2024.

EFFECTIVE DATE on this the 21st day of October 2024

CITY OF SHERMAN, TEXAS

BY:_____
DAVID PLYLER, MAYOR

ATTEST:

BY:_____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT 'A'

Metes & Bounds Description

BEING a 0.2247 acre tract of land situated in the William Martin Survey, Abstract No. 765, and the Sherrod Dunham Survey, Abstract No. 329, Grayson County, Texas, and being a portion of the 20 foot wide sanitary sewer easement described in Easement Deed to the City of Sherman as recorded in Volume 1455, Page 255, Deed Records of Grayson County, Texas (D.R.G.C.T.), said 0.2247 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southeast corner of said 20 foot wide sanitary sewer easement from which a found 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC." for the southeast corner of a tract of land described in deed to Oncor Electric Delivery Company, LLC, as recorded in Document Number 2024-20807, O.P.R.G.C.T. bears South 21 degrees 55 minutes 21 seconds West, at a distance of 72.95 feet, said POINT OF BEGINNING being locatable by NAD83 Grid Coordinates N: 7,261,129.56', E: 2,545,328.66';

THENCE North 57 degrees 43 minutes 08 seconds West, along the southwesterly line of said 20 foot wide sanitary sewer easement, a distance of 552.43 feet to a point, from which a found 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC." for the northwest corner of said Oncor Electric Delivery Company tract bears South 76 degrees 58 minutes 27 seconds West, a distance of 197.27 feet;

THENCE North 69 degrees 38 minutes 26 seconds East, over and across said 20 foot wide sanitary sewer easement, a distance of 25.16 feet to a point on the northeasterly line of said 20 foot wide sanitary sewer easement, for the southwesterly corner of a 20 foot wide sanitary sewer easement to the City of Sherman as described in Volume 5751, Page 398, D.R.G.C.T., from which a found 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC." bears North 54 degrees 50 minutes 49 seconds East, a distance of 332.71 feet;

THENCE South 57 degrees 43 minutes 08 seconds East, along the northeasterly line of said 20 foot wide sanitary sewer easement (Volume 1455, Page 255) a distance of 513.44 feet to a point for the northeasterly corner of said 20 foot wide sanitary sewer easement (Volume 1455, Page 255);

THENCE South 17 degrees 35 minutes 08 seconds East, over and across said 20 foot wide sanitary sewer easement (Volume 1455, Page 255) a distance of 31.03 feet to the POINT OF BEGINNING and containing 0.2247 acres (or 10,659 square feet) of land, more or less.

Notes:
The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone 4202. Distances and areas hereon are surface values. A combined scale factor of 0.9998862 was used for this project.

O.P.R.G.C.T = Offic of Public Records, Grayson County Texas

D.R.G.C.T. = Deed Records of Grayson County Texas

PAGE 1 OF 1

A plat of even date accompanies this metes and bounds description.

B005700.190

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
SURVEYOR

ONCOR

EASEMENT ABANDONMENT OF 0.2247 ACRES

LOCATED IN
WILLIAM MARTIN SURVEY, ABSTRACT NO. 765,
AND SHERROD DUNCAN SURVEY, ABSTRACT NO. 329,
GRAYSON COUNTY, TEXAS

PLOTTED BY: Nick Martin ON: Wednesday, September 04, 2024 AT: 4:03 PM FILEPATH: P:\005700\5700\190-Sherman South Sub\Survey\Drawings\B005700\190 Howe Sub Abandonment SURF TXNC.dwg

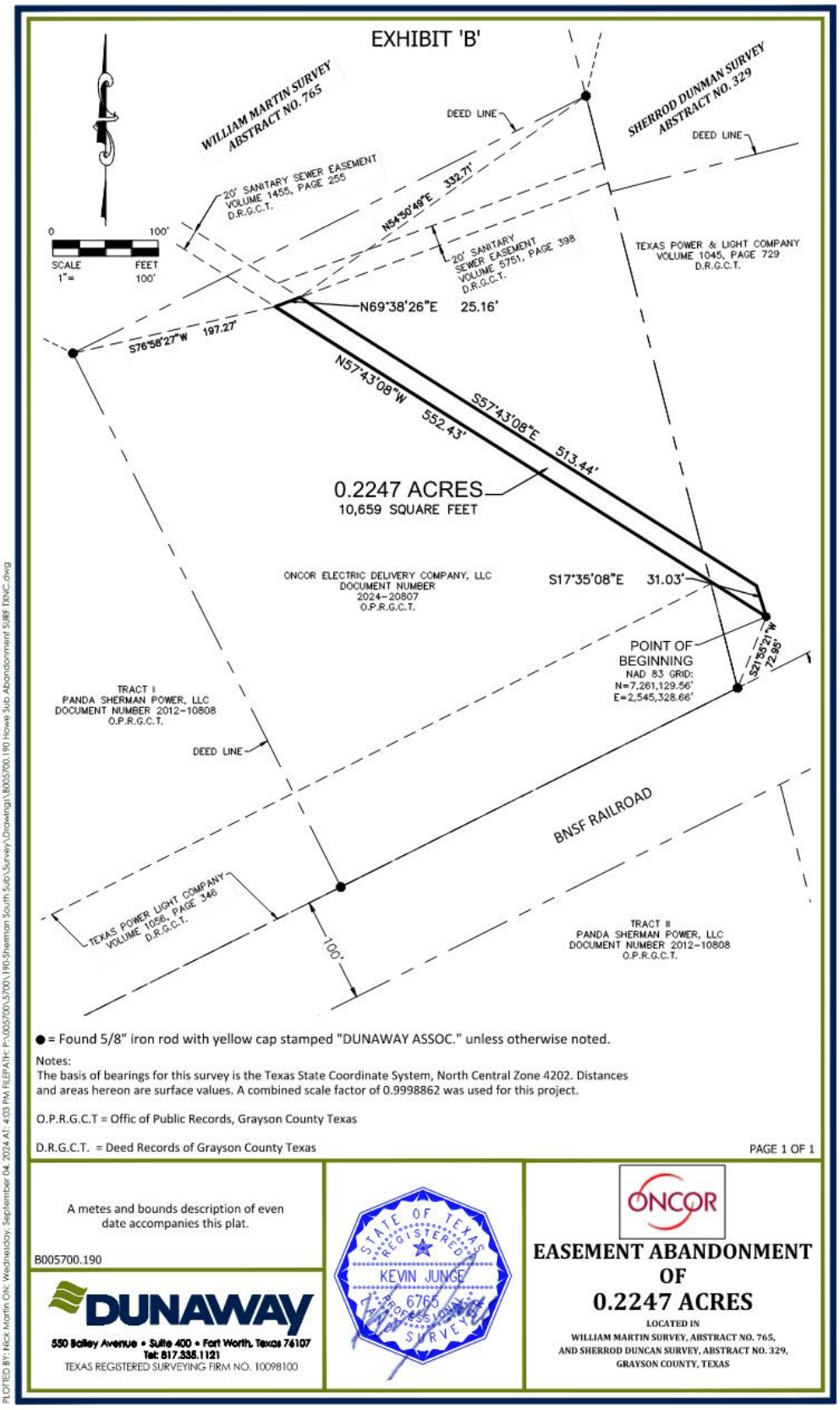


EXHIBIT 'B'
WILLIAM MARTIN SURVEY
ABSTRACT NO. 765
SHERROD DUNMAN SURVEY
ABSTRACT NO. 329
DEED LINE
DEED LINE
20' SANITARY SEWER EASEMENT
VOLUME 1455, PAGE 255
D.R.G.C.T.
N54°50'49"E 332.71'
20' SANITARY
SEWER EASEMENT
VOLUME 5751, PAGE 398
D.R.G.C.T.
TEXAS POWER & LIGHT COMPANY
VOLUME 1045, PAGE 729
D.R.G.C.T.
0
100'
SCALE
1"=
FEET
100'
N69°38'26"E 25.16'
S76°58'27"W 197.27'
N57°43'08"W 552.43'
S57°43'08"E 513.44'
0.2247 ACRES
10,659 SQUARE FEET
ONCOR ELECTRIC DELIVERY COMPANY, LLC
DOCUMENT NUMBER
2024-20807
O.P.R.G.C.T.
S17°35'08"E 31.03'
S27°35'21"W 72.98'
POINT OF
BEGINNING
NAD 83 GRID:
N=7,261,129.56'
E=2,545,328.66'
TRACT I
PANDA SHERMAN POWER, LLC
DOCUMENT NUMBER 2012-10808
O.P.R.G.C.T.
DEED LINE
BNSF RAILROAD
TEXAS POWER LIGHT COMPANY
VOLUME 1056, PAGE 348
D.R.G.C.T.
100'
TRACT II
PANDA SHERMAN POWER, LLC
DOCUMENT NUMBER 2012-10808
O.P.R.G.C.T.
● = Found 5/8" iron rod with yellow cap stamped "DUNAWAY ASSOC." unless otherwise noted.
Notes:
The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone 4202. Distances and areas hereon are surface values. A combined scale factor of 0.9998862 was used for this project.
O.P.R.G.C.T = Offic of Public Records, Grayson County Texas
D.R.G.C.T. = Deed Records of Grayson County Texas
PAGE 1 OF 1
A metes and bounds description of even date accompanies this plat.
B005700.190
DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100
STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
LAND SURVEYOR
ONCOR
EASEMENT ABANDONMENT
OF
0.2247 ACRES
LOCATED IN
WILLIAM MARTIN SURVEY, ABSTRACT NO. 765,
AND SHERROD DUNCAN SURVEY, ABSTRACT NO. 329,
GRAYSON COUNTY, TEXAS
PLOTTED BY: Nick Martin ON: Wednesday, September 04, 2024 AT: 4:03 PM FILEPATH: P:\005700\5700\190-Sherman South Sub\Survey\Drawings\B005700\190 Howe Sub Abandonment SURF TXNC.dwg

Oncor Electric Delivery Company
Transmission – Right of Way (13)
777 Main Street, Suite 707
Fort Worth, Texas 76102

September 25, 2024

City of Sherman
Attn: Amber Doan
220 W. Mulberry Street
Pecos, Texas 79772

Re: City of Sherman – Permanent Utility Easement Abandonment Request

Dear Amber Doan,

Oncor Electric Delivery Company LLC ("Oncor") is the property owner of a 6.309 acre tract of land situated in William Martin Survey, Abstract No. 765, in the City of Sherman, Grayson County, Texas, as recorded under Instrument Number 2024-20807 and a 4.29 acre tract of land situated in Sherrod Dunman Survey, Abstract No. 329, in the City of Sherman, Grayson County, Texas, as recorded in Volume 1045, Page 729.

Oncor requests to abandon a portion of the 20' wide permanent utility easement granted to the City of Sherman, recorded under Volume 1455, Page 255, as more particularly described in the enclosed Exhibits A and B. Oncor is requesting the permanent utility easement abandonment to fulfill a requirement of a Final Plat submittal and construction of Oncor facilities.

Please let me know if you need additional information. Thank you for your assistance in this matter.

Sincerely,

Jose Omar Alvarez
Transmission Manager III – Real Estate
ONCOR | Transmission Engineering – ROW (13)
777 Main St. | Suite 707| Fort Worth, TX 76102
Tel: 817.215.5508
Cell: 214.542.3949
Jose.Alvarez@oncor.com

EXHIBIT 'A'

Metes & Bounds Description

BEING a 0.2247 acre tract of land situated in the William Martin Survey, Abstract No. 765, and the Sherrod Dunham Survey, Abstract No. 329, Grayson County, Texas, and being a portion of the 20 foot wide sanitary sewer easement described in Easement Deed to the City of Sherman as recorded in Volume 1455, Page 255, Deed Records of Grayson County, Texas (D.R.G.C.T.), said 0.2247 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southeast corner of said 20 foot wide sanitary sewer easement from which a found 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC." for the southeast corner of a tract of land described in deed to Oncor Electric Delivery Company, LLC, as recorded in Document Number 2024-20807, O.P.R.G.C.T. bears South 21 degrees 55 minutes 21 seconds West, at a distance of 72.95 feet, said POINT OF BEGINNING being locatable by NAD83 Grid Coordinates N: 7,261,129.56', E: 2,545,328.66';

THENCE North 57 degrees 43 minutes 08 seconds West, along the southwesterly line of said 20 foot wide sanitary sewer easement, a distance of 552.43 feet to a point, from which a found 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC." for the northwest corner of said Oncor Electric Delivery Company tract bears South 76 degrees 58 minutes 27 seconds West, a distance of 197.27 feet;

THENCE North 69 degrees 38 minutes 26 seconds East, over and across said 20 foot wide sanitary sewer easement, a distance of 25.16 feet to a point on the northeasterly line of said 20 foot wide sanitary sewer easement, for the southwesterly corner of a 20 foot wide sanitary sewer easement to the City of Sherman as described in Volume 5751, Page 398, D.R.G.C.T., from which a found 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC." bears North 54 degrees 50 minutes 49 seconds East, a distance of 332.71 feet;

THENCE South 57 degrees 43 minutes 08 seconds East, along the northeasterly line of said 20 foot wide sanitary sewer easement (Volume 1455, Page 255) a distance of 513.44 feet to a point for the northeasterly corner of said 20 foot wide sanitary sewer easement (Volume 1455, Page 255);

THENCE South 17 degrees 35 minutes 08 seconds East, over and across said 20 foot wide sanitary sewer easement (Volume 1455, Page 255) a distance of 31.03 feet to the POINT OF BEGINNING and containing 0.2247 acres (or 10,659 square feet) of land, more or less.

Notes:
The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone 4202. Distances and areas hereon are surface values. A combined scale factor of 0.9998862 was used for this project.

O.P.R.G.C.T = Offic of Public Records, Grayson County Texas

D.R.G.C.T. = Deed Records of Grayson County Texas

A plat of even date accompanies this metes and bounds description.

B005700.190

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
LAND SURVEYOR

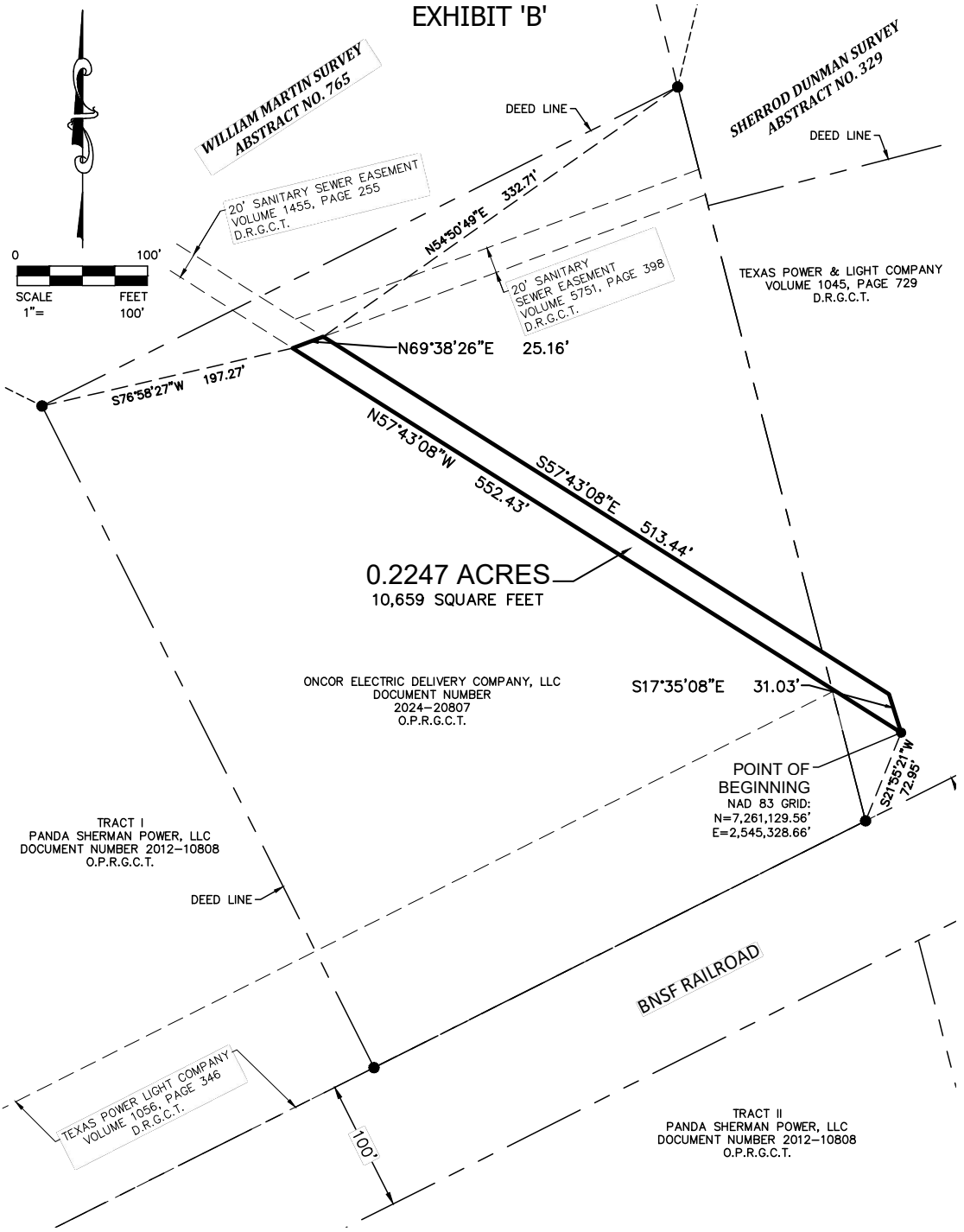
ONCOR

EASEMENT ABANDONMENT OF 0.2247 ACRES

LOCATED IN
WILLIAM MARTIN SURVEY, ABSTRACT NO. 765,
AND SHERROD DUNCAN SURVEY, ABSTRACT NO. 329,
GRAYSON COUNTY, TEXAS

PLOTTED BY: Nick Martin ON: Wednesday, September 04, 2024 AT: 4:03 PM FILEPATH: P:\005700\5700\190-Sherman South Sub\Survey\Drawings\B005700.190 Howe Sub Abandonment SURF TXNC.dwg

EXHIBIT 'B'



● = Found 5/8" iron rod with yellow cap stamped "DUNAWAY ASSOC." unless otherwise noted.

Notes:
The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone 4202. Distances and areas hereon are surface values. A combined scale factor of 0.9998862 was used for this project.

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A metes and bounds description of even date accompanies this plat.

B005700.190

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Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

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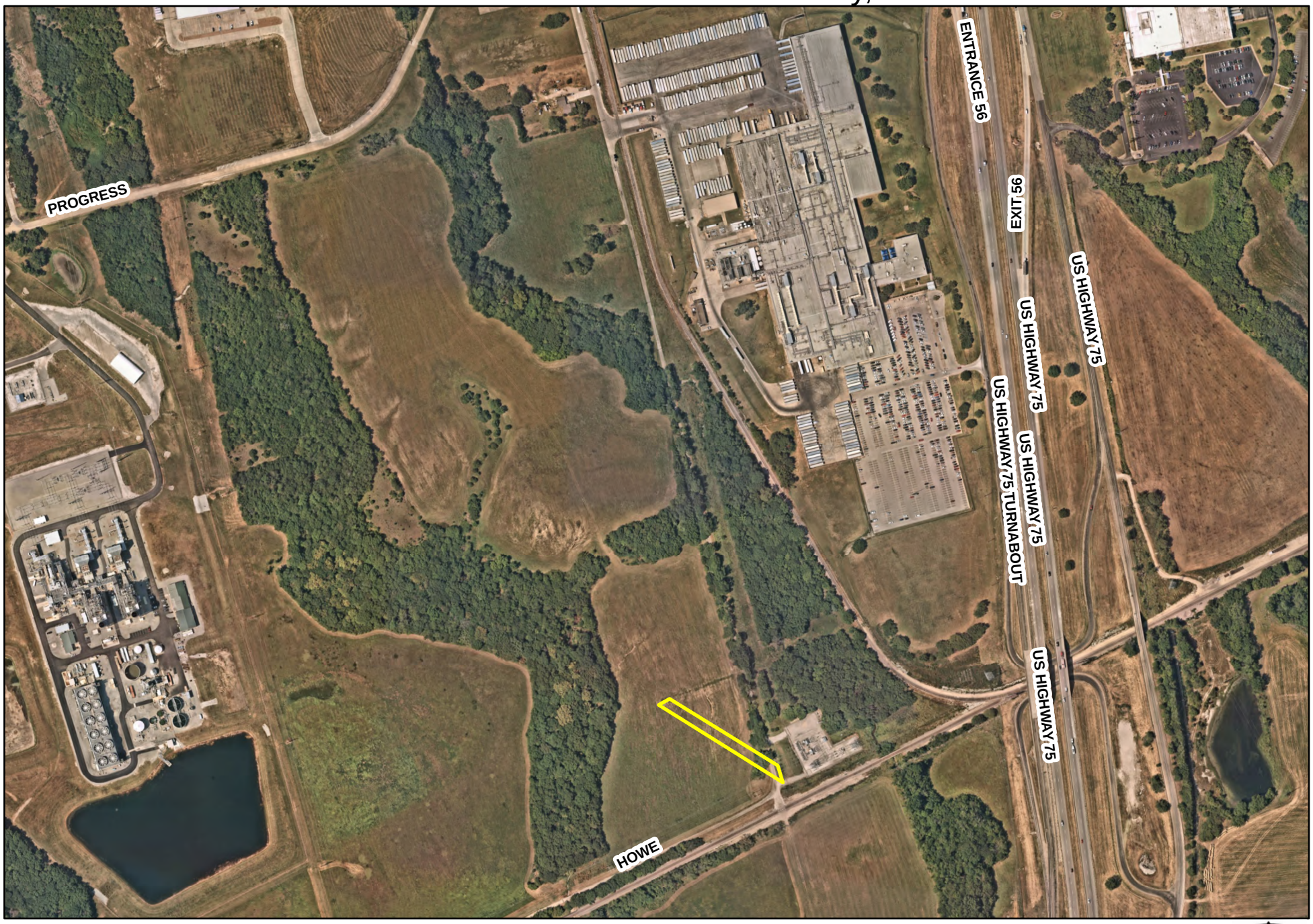
20' Easement Abandon - William Martin Survey, Abstract No. 765



0 250 500 1,000 Feet

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.7.

Meeting Date: 10/21/2024

Prepared By: Gloria Calfy, Utility Billing Supervisor

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO 6785

Amending Chapter 13 Of The Code Of Ordinances, Entitled (Utilities), Article 13.08, Entitled (Utility Billing), at Sections 13.08.005 and Section 13.08.006, To Revise Rates For Water and Sewer Services; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Issue:

Adoption of rate scheduled as presented in the attachment.

Background:

At the June 26, 2024 meeting, The City Council directed staff to implement the rate schedule as prepared by Willdan Financial Services. Staff prepared a budget based on the attached rate schedule. Council approved the fiscal year 2024-2025 budget on August 19, 2024. This ordinance implements an increase in residential rates of about 6% and commercial water and sewer rates by up to 23%. The rate increase will take effect October 1, 2024.

Origination:

Utility Billing Department

Financial Consideration:

The rate increase and the growth in consumption is expected to generate an additional $15.8 million per year.

Staff Recommendation:

Staff recommends adoption of the ordinance.

Alternatives:

Since the Council directed the staff to bring back these proposed rate increases, no alternatives are offered by staff.

Attachments:

1. Ordinance Article 13.08 - OCT 2024 (ID 423108)
2. 2024 10 07 Sherman Willdan Council Pres (ID 422045)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.08, ENTITLED "UTILITY BILLING", AT SECTIONS 13.08.005 AND 13.08.006, REVISING RATES FOR WATER AND SEWER SERVICES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 13, Article 13.08, Section 13.08.005 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.08.005 Water rates

(a) Water furnished by the city to a customer, other than any customer who dwells or resides in a multiunit dwelling within the city limits shall be charged for at the following rates for the fiscal year beginning October 1, ~~2023~~ ***2024***, for the first fifteen hundred (1,500) gallons of water used according to meter size and unit of measurement of the meter register:

Meter Sizes (in inches)	**Minimum Monthly Amount Oct 1, ~~2023~~ *2024***	
5/8 or 3/4	~~$24.18~~	***$25.39***
1	~~$47.71~~	***$50.10***
1-1/2	~~$95.86~~	***$100.65***
2	~~$163.32~~	***$171.49***
3	~~$356.06~~	***$373.86***
4	~~$625.85~~	***$657.14***
6	~~$1,396.76~~	***$1,466.60***
8	~~$2,476.02~~	***$3,554.46***
10	~~$3,863.63~~	***$7,108.92***
~~12~~ ***12 and larger***	~~$6,761.35~~	***$14,217.84***

For purposes of Section 13.08.005(a), if a customer has two or more meters each of which is in excess of 6 inches serving the same property, lot, or parcel of land, the meters will be aggregated for purposes of determining the Meter Size and the Minimum Monthly Amount

(b) Volume charge. Except as noted below, the charge for all water consumed in excess of the minimum fifteen hundred (1,500) gallons shall be billed at a rate as follows:

Beginning October 1, ~~2023~~ ***2024***

Gallons	Rate per 1,000 Gallons	
1,500 – 20,000 gallons	$ ~~3.47~~	***$ 3.64***
20,001 – 100,000 gallons	$ ~~3.72~~	***$4.64***
100,001 – 500,000 gallons	$ ~~3.97~~	***$5.64***
500,001 – 15,000,000 gallons	$ ~~4.22~~	***$6.64***
15,000,001 – Above		***$8.14***

For purposes of Section 13.08.005(b), if a customer has two or more meters each of which is in excess of 6 inches serving the same property, lot, or parcel of land, the number of gallons consumed at the multiple meters will be aggregated for purposes of determining the total number of Gallons and the Rate per 1,000 Gallons.

Water meters utilized for lawn sprinkling systems shall be charged according to meter size plus the consumption volume charge listed above per one thousand (1,000) gallons of water used in excess of the minimum fifteen hundred (1,500) gallons during months of July through October, beginning October 1, ~~2023~~ ***2024***. During the billing months of November through June of any fiscal year, such water sprinkler meters shall be billed a minimum monthly charge as would be billed to a 5/8-inch or 3/4-inch meter.

(c) All multiunit dwellings within the city shall be charged for water consumption and availability utilizing the following formula:

Gallons Calculation Beginning October 1, ~~2023~~ ***2024:***

(Number of units X $~~24.18~~ ***$25.39***) +

(Gallons of water used) - (number of units X 1,500 gallons)
1,000
X
~~$3.47 = Billing~~
Volume Charge

Meters and meter reading equipment at the service address are the responsibility of the account holder. Lost, damaged, or stolen meters and meter reading equipment will be billed to account holder at current replacement cost. Normal wear is excluded.

(e) Bulk water sales. Upon the approval of the City of Sherman Utility Billing Department, commercial customers may purchase bulk water from a designated meter or hydrant. Bulk water sales will be metered by the City and purchased in advance. Water sales will be calculated using outside the city rates. Bulk water sales will be for one-time purchases. Customers needing water for multiple occurrences or days must establish a Fire Hydrant Meter account, following the required procedures to establish such account, set forth in Section 13.08.003 of this Code.

SECTION 2. That Chapter 13, Article 13.08, Section 13.08.006 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.08.006 Sewer charges

(a) All persons using the sanitary sewer system and lines of the city shall be charged as follows:

(1) Sewage charges. The sewage charge will be based upon the amount of water used. Each sanitary sewer system customer, except multiunit dwelling complexes, shall be charged: a minimum charge:

	Minimum Charge, whether 1,500 Gallons of Water are Used Oct 1, ~~2023~~ *2024*
	Amount
First 1,500 gallons of water used	~~$9.29~~ ***$10.12***

~~For residential living units, the maximum sewer charge will be thirty-eight dollars and ninety-two cents ($38.92) per residential living unit for fiscal year beginning October 1, 2023.~~

(2) Volume charge. For commercial customers, except for multiunit dwelling complexes, the charge for sewer is based on all water consumed in excess of the minimum fifteen hundred (1,500) gallons and shall be billed at a rate as follows (beginning October 1, ~~2023~~ ***2024***):

~~Gallons~~	~~Rate per 1,000 Gallons~~
~~1,500 – 100,000 gallons~~	~~$ 3.95~~
~~100,001 – 500,000 gallons~~	~~$ 4.20~~
~~500,001 – above~~	~~$ 4.45~~

Residential

Gallons	***Rate per 1,000 Gallons***
1,500 – 9,000 gallons	***$ $ 4.30***

Commercial

Gallons	***Rate per 1,000 Gallons***
1,500 – 100,000 gallons	***$ 4.30***
100,001 – 500,000 gallons	***$ 5.30***
500,001 – 10,000,000 gallons	***$ 6.30***
10,000,001 – Above	***$ 12.00***

For residential living units, the maximum sewer charge will be ~~thirty-eight dollars and ninety-two cents ($38.92)~~ ***forty-two dollars and thirty-seven cents ($42.37)*** per residential living unit for fiscal year beginning October 1, ~~2023~~ ***2024.***

(b) For multiunit dwelling complexes, the total sewage charge will be based on the amount of water used and will be the lower figure calculated from either of the two (2) following formulas:

Gallons Calculation Beginning October 1, ~~2023~~ *2024*

(number of dwelling units x ~~$9.29~~ ***$10.12***) + $\frac{\text{(gallons of water used) - (number of units x 1,500 gallons)}}{1{,}000}$ x ~~$3.95~~ ***$4.30***

or

number of dwelling units X
~~$38.92~~ ***$42.37***

SECTION 3. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2024.

ADOPTED on this the _____ day of _____, 2024.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CITY OF SHERMAN

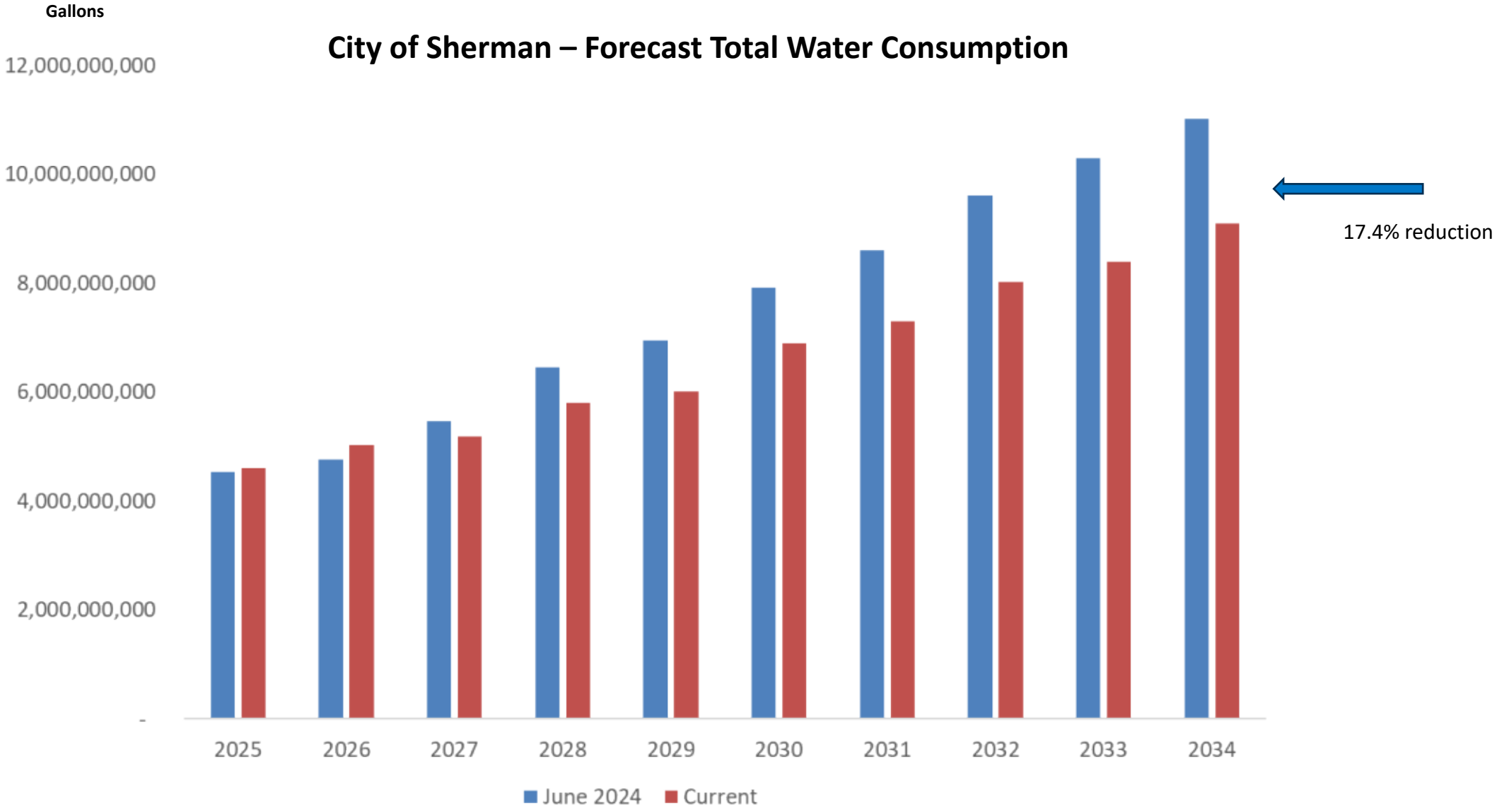
2024 Water and Wastewater Rate Study Update
City Council Presentation

October 2024

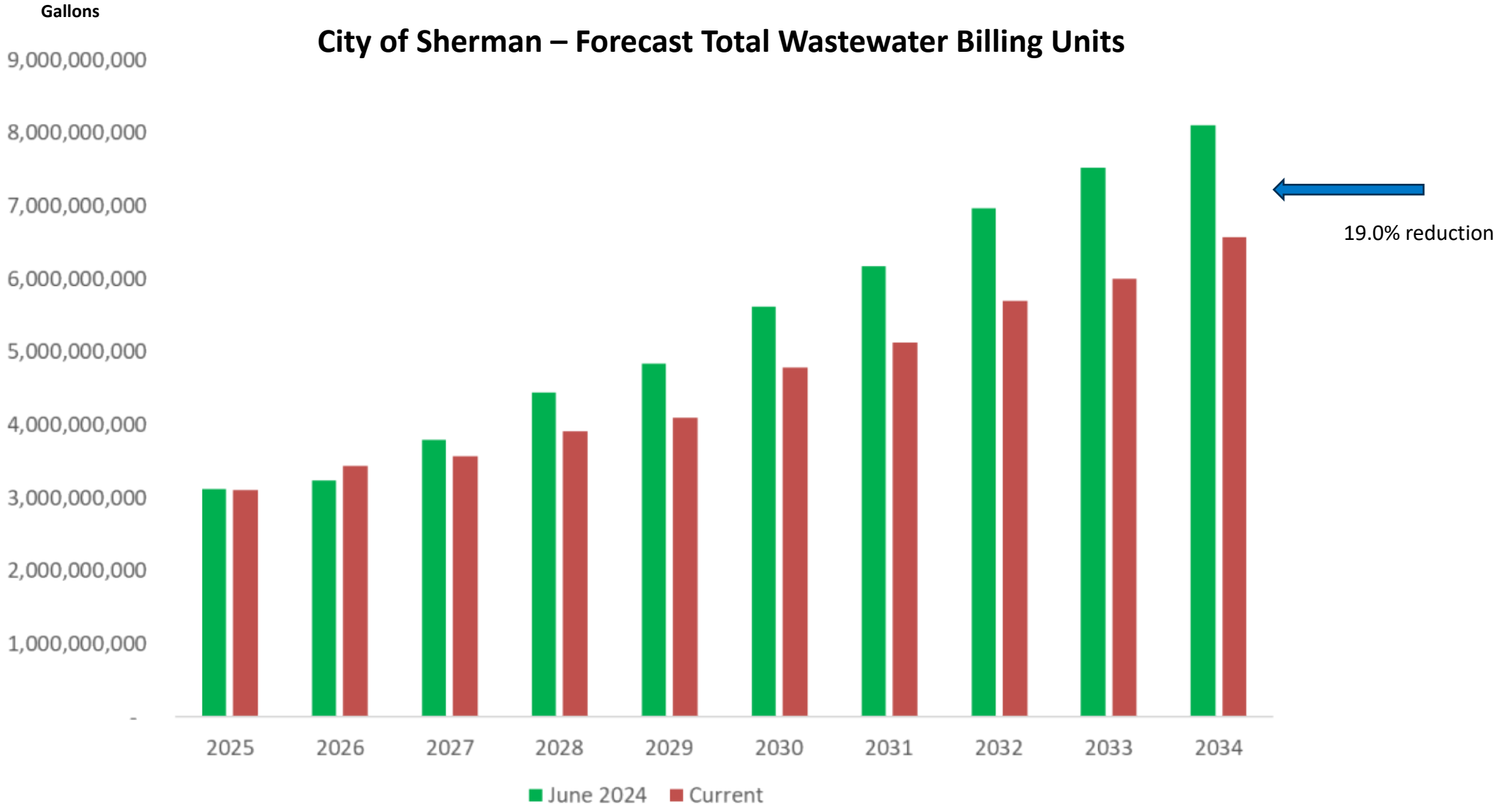
Updated: October 2 2024

WILLDAN

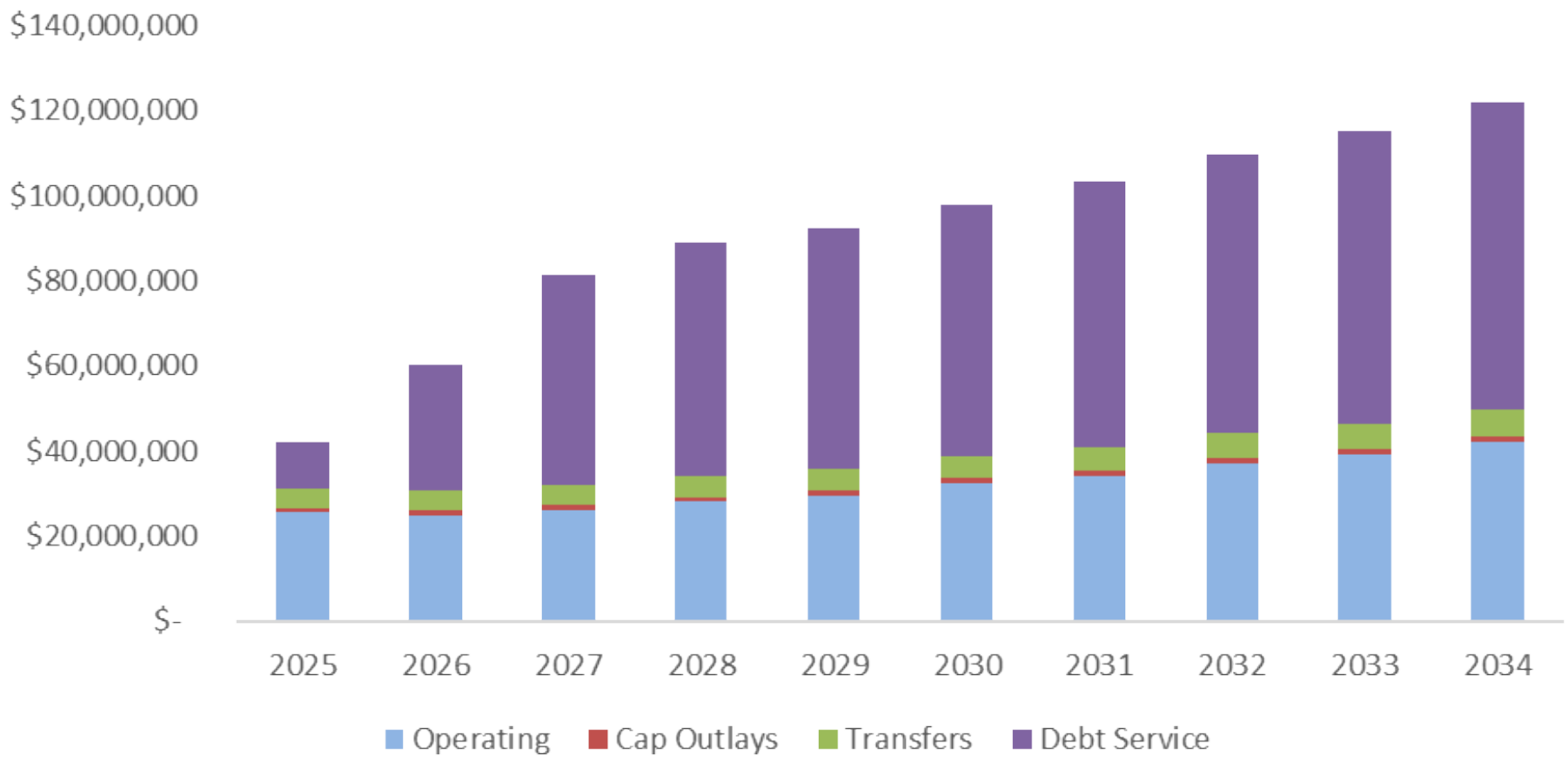
Forecast Water Consumption – August 2024 and Current



Forecast Wastewater Consumption – August 2024 and Current



Forecast Cost of Service| Water and Wastewater



Notes on Rate Proposal

- 5.0%-9.0% adjustment October 2024
- 6.0% annual adjustments effective Oct 2025
- 3.0% annual adjustments Oct 2026 – Oct 2028
- Increasing block differentials; higher base charge for 12”
- Higher volume rate for over 15,000,000 gallons/month
- Beyond 2028 account growth and usage must continue to be carefully monitored to ensure that expenses are funded and debt coverage is maintained
  - Likely to result in further adjustments beyond 2028

Retail Rate Proposal – Water

The rate plan fully funds all aspects of the water and wastewater utility based on the existing market conditions and assumptions.

Higher base charge implemented for 8”, 10” and 12” meters

			Current	Effective Oct-24	Oct-25	Oct-26	Oct-27	Oct-28
WATER -- Customer Service Charge								
5/8 X 3/4"			$ 24.18	**$ 25.39**	$ 26.91	$ 27.72	$ 28.55	$ 29.41
1"			47.71	**50.10**	53.10	54.69	56.34	58.03
1 1/2"			95.86	**100.65**	106.69	109.89	113.19	116.59
2"			163.32	**171.49**	181.78	187.23	192.85	198.63
3"			356.06	**373.86**	396.29	408.18	420.43	433.04
4"			625.85	**657.14**	696.57	717.47	738.99	761.16
6"			1,396.76	**1,466.60**	1,554.59	1,601.23	1,649.27	1,698.75
8"			2,476.02	**3,554.46**	3,767.73	3,880.76	3,997.18	4,117.10
10"			3,863.63	**7,108.92**	7,535.46	7,761.52	7,994.36	8,234.20
12"			6,761.35	**14,217.84**	15,070.91	15,523.04	15,988.73	16,468.39
Water -- Volumetric Charge								
Residential/Commercial								
1,500	20,000		3.47	**3.64**	3.86	3.98	4.10	4.22
20,001	100,000		3.72	**4.64**	5.11	5.48	5.64	5.81
100,001	500,000		3.97	**5.64**	6.36	6.98	7.19	7.40
500,001	15,000,000		4.22	**6.64**	7.61	8.48	8.73	8.99
15,000,001	Above		4.22	**8.14**	9.36	10.48	10.73	10.99
TI1		20.0%						
1,500	20,000		2.78	**2.91**	3.09	3.18	3.28	3.38
20,001	100,000		2.98	**3.71**	4.09	4.38	4.51	4.65
100,001	500,000		3.18	**4.51**	5.09	5.58	5.75	5.92
500,001	15,000,000		3.38	**5.31**	6.09	6.78	6.99	7.20
15,000,001	Above		3.38	**6.51**	7.49	8.38	8.59	8.80
TI24								
1,500	20,000		3.47	**3.64**	3.86	3.98	4.10	4.22
20,001	100,000		3.72	**4.64**	5.11	5.48	5.64	5.81
100,001	500,000		3.97	**5.64**	6.36	6.98	7.19	7.40
500,001	15,000,000		4.22	**6.64**	7.61	8.48	8.73	8.99
15,000,001	Above		4.22	**8.14**	9.36	10.48	10.73	10.99
Global Wafers		25%						
1,500	20,000		2.60	**2.73**	2.90	2.98	3.07	3.17
20,001	100,000		2.79	**3.48**	3.83	4.11	4.23	4.36
100,001	500,000		2.98	**4.23**	4.77	5.23	5.39	5.55
500,001	15,000,000		3.17	**4.98**	5.71	6.36	6.55	6.75
15,000,001	Above		3.17	**6.11**	7.02	7.86	8.05	8.25

Retail Rate Proposal – Wastewater

The rate plan fully funds all aspects of the water and wastewater utility based on the existing market conditions and assumptions.

			Effective				
		Current	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28
WASTEWATER -- Customer Service Charge							
Customer Service Charge							
All Meters		$ 9.29	$ 10.12	$ 10.73	$ 11.05	$ 11.38	$ 11.73
WASTEWATER -- Volumetric Rate							
Residential							
1,500	9,000	3.95	4.30	4.56	4.70	4.84	4.98
Commercial							
1,500	100,000	3.95	4.30	4.56	4.70	4.84	4.98
100,001	500,000	4.20	5.30	5.81	6.20	6.34	6.53
500,001	15,000,000	4.45	6.30	7.06	7.70	7.84	8.07
15,000,001	Above	4.45	12.00	12.00	12.00	12.00	12.00
TI1							
1,500	100,000	3.16	3.44	3.65	3.76	3.87	3.99
100,001	500,000	3.36	4.24	4.65	4.96	5.07	5.22
500,001	15,000,000	3.56	5.04	5.65	6.16	6.27	6.46
15,000,001	Above	3.56	9.60	9.60	9.60	9.60	9.60
TI24							
1,500	100,000	3.95	4.30	4.56	4.70	4.84	4.98
100,001	500,000	4.20	5.30	5.81	6.20	6.34	6.53
500,001	15,000,000	4.45	6.30	7.06	7.70	7.84	8.07
15,000,001	Above	4.45	12.00	12.00	12.00	12.00	12.00
Global Wafers							
1,500	100,000	2.96	3.23	3.42	3.52	3.63	3.74
100,001	500,000	3.15	3.98	4.36	4.65	4.75	4.90
500,001	15,000,000	3.34	4.73	5.30	5.77	5.88	6.06
15,000,001	Above	3.34	9.00	9.00	9.00	9.00	9.00

Retail Rate Proposal – Impact on Monthly Charges

		Current	Effective Oct-24	Oct-25	Oct-26	Oct-27	Oct-28
Residential Monthly Charges Inside -- 3/4"							
1,500 Water	Total	$ 33.47	$ 35.51	$ 37.64	$ 38.77	$ 39.94	$ 41.13
1,500 WW	Increase -- $		**2.04**	2.13	1.13	1.16	1.20
	Increase -- %		**6.1%**	6.0%	3.0%	3.0%	3.0%
6,000 Water	Total	66.85	71.27	75.55	77.82	80.15	82.56
6,000 WW	Increase -- $		**4.42**	4.28	2.27	2.33	2.40
	Increase -- %		**6.6%**	6.0%	3.0%	3.0%	3.0%
30,000 Water	Total	164.47	181.63	194.43	202.39	208.46	214.71
9,000 WW	Increase -- $		**17.15**	12.80	7.96	6.07	6.25
	Increase -- %		**10.4%**	7.0%	4.1%	3.0%	3.0%
Commercial Monthly Charges Inside -- 2"							
20,000 Water	Total	$ 309.85	$ 328.63	$ 348.35	$ 358.80	$ 369.56	$ 380.65
20,000 WW	Increase -- $		**18.79**	19.72	10.45	10.76	11.09
	Increase -- %		**6.1%**	6.0%	3.0%	3.0%	3.0%
200,000 Water	Total	1,740.31	2,139.12	2,339.67	2,490.61	2,560.82	2,637.65
200,000 WW	Increase -- $		**398.81**	200.55	150.94	70.22	76.82
	Increase -- %		**22.9%**	9.4%	6.5%	2.8%	3.0%

10 Year Forecast Revenues and COS – October 2024

	Forecast 2025	Forecast 2026	Forecast 2027	Forecast 2028	Forecast 2029
Revenues					
Water	$ 26,956,826	$ 32,490,404	$ 35,817,887	$ 42,475,311	$ 45,066,476
Wastewater	18,026,501	21,791,214	23,188,078	26,961,339	28,319,406
GTUA Funds	-	-	1,400,000	17,680,000	6,640,000
SEDCO Reimbursements	-	1,000,000	1,000,000	1,000,000	1,000,000
General Fund Reimbursements	-	1,750,000	1,750,000	1,750,000	1,750,000
Impact Fee Reimbursements	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Risk Contingency Funds	-	-	7,500,000	-	-
Non-Rate-Other	2,751,170	2,765,390	2,780,037	2,795,123	2,810,661
Total Revenues	50,234,497	62,297,009	75,936,002	95,161,773	88,086,543
Cost of Service					
Operating	25,201,152	24,896,731	26,031,367	28,008,343	29,398,180
Capital Outlays	782,384	1,209,409	1,209,409	1,209,409	1,209,409
Debt Service	10,975,607	29,276,234	49,269,954	54,840,517	56,665,575
Transfers	4,626,074	4,764,856	4,907,802	5,055,036	5,206,687
Total	41,585,217	60,147,231	81,418,532	89,113,306	92,479,852
Net Revenues	**8,649,279**	**2,149,778**	**(5,482,531)**	**6,048,467**	**(4,393,309)**
Percent of COS	17.2%	3.5%	-7.2%	6.4%	-5.0%
Debt Coverage	2.28	1.28	1.01	1.22	1.04
Days of Operating Expenditures	220	255	167	234	168
Ending Fund Balance	**15,211,393**	**17,361,171**	**11,878,641**	**17,927,108**	**13,533,799**

Five Year Total Net Revenues	6,971,685

QUESTIONS & DISCUSSION

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By:

Approved By:

Caption:
Close Public Hearing
Consider Adoption of Ordinances 6779, 6780, 6781, 6782, 6783, 6784 & 6785

Issue:

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6779
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6752, And Granting A Specific Use Permit To Allow A High School with an Auditorium, Arena, Coliseum, Theater, or Amphitheater (grades 9-12) In An R-6 (Single Family Residential) District/C-1 (Retail Business) District/F.M. Highway 1417 Overlay District Located At 2907 West Travis Street, City Of Sherman, Grayson County, Texas; Sherman Independent School District (Owner), Brannon Kidd (Representative), Teague Nall & Perkins, Inc (Engineer/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

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6780
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 15.230 acres being part of the John Hendrix Survey, Abstract No. 503 and the Samuel McGlothlin Survey, Abstract No. 811, City Of Sherman, Grayson County, Texas, Located in the 4100 Block Dripping Springs Road, Heretofore Zoned R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, Cody Slagle, CS2 Properties, LLC (Owner), Breaden Wright (Prospective Buyer), Philip Sarandos, JM Civil Engineering (Representative/Civil Engineer) and Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6781
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.5872 acres being Lot A-1-1, Taylor Plaza Addition in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located at 705 East Taylor Street, Heretofore Zoned M-1 (Light Manufacturing) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, NNN REIT, LP (Owner), Chandler Garrett (Representative/Tenant) and Gonzalez and Schneeberg Surveyors (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6782
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.870 acres being Lot 1, Lot 2 and Lot 3, Alvarado Estates, in the Robert Thompson Survey, Abstract 1200, City Of Sherman, Grayson County, Texas, Located at 2901, 2909 and 2913 South First Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The

R-4 (Single Family Residential) District Zoning Classification, BELACOOP, LLC (Owner), Jay Peskuski (Representative) and Underwood Drafting and Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6783

Appointing an Alternate Municipal Court of Record Judge for the City of Sherman, Grayson County, Texas

D. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6784

Abandoning a Portion of One (1) Twenty-Foot (20') Wide Easement Located in the William Martin Survey, Abstract No. 765, Being More Particularly Described in the Exhibit "A" attached hereto and made a part hereof for all Purposes, which Easement is Established in Volume 1455, Page 255, Deed Records, Grayson County, Texas.

D. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO 6785

Amending Chapter 13 Of The Code Of Ordinances, Entitled (Utilities), Article 13.08, Entitled (Utility Billing), at Sections 13.08.005 and Section 13.08.006, To Revise Rates For Water and Sewer Services; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7357 **(TABLED AT THE SEPTEMBER 16, 2024 CITY COUNCIL MEETING)**

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 Updated Agreement - Kitching & Co
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 18th day of October 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") on behalf of the City of Sherman, 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

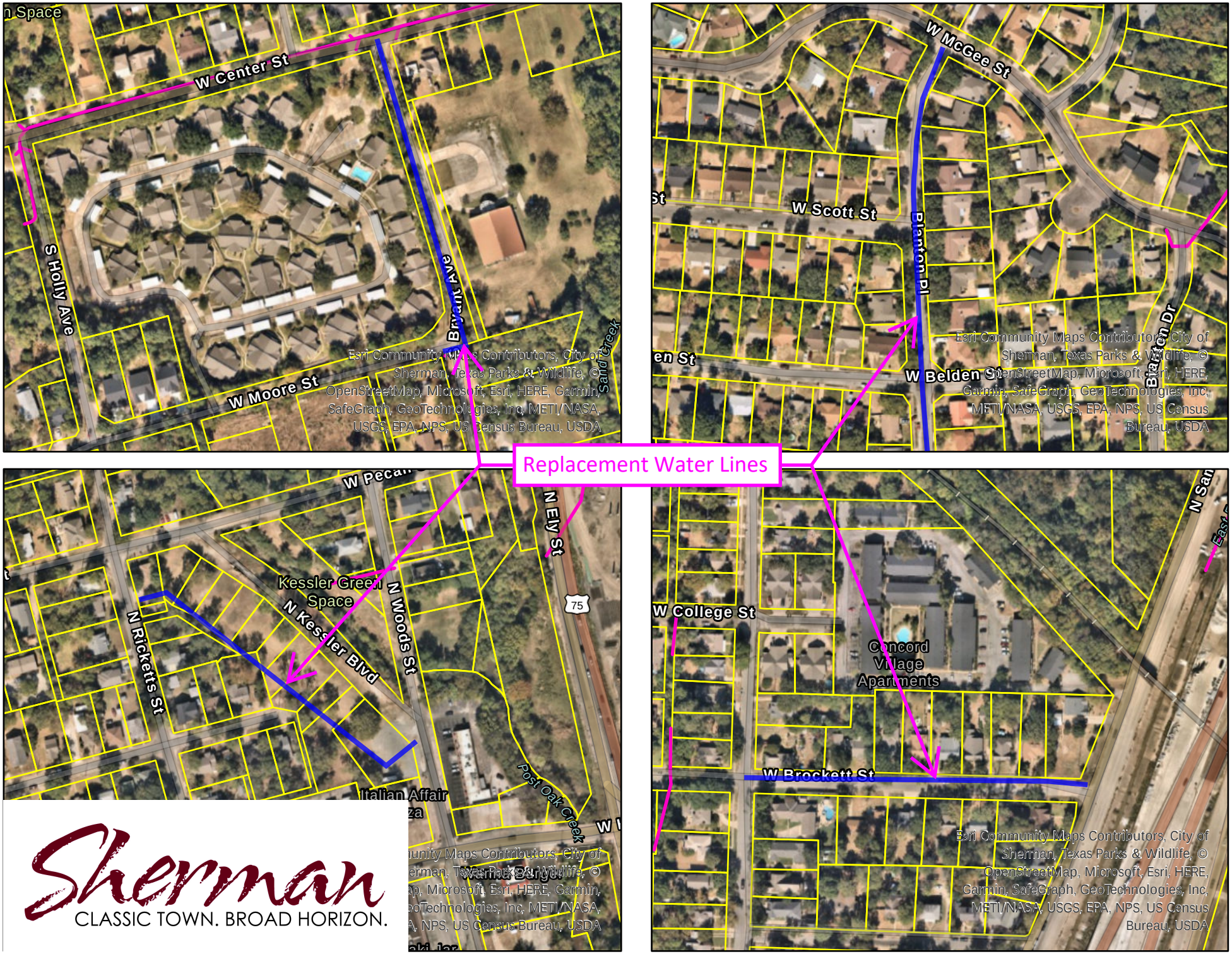
Item	Description	Estimated Quantity		Kitching & Co, LLC Unit Price	Kitching & Co, LLC Total Price	JBM Excavation LLC Unit Price	JBM Excavation LLC Total Price	Hayes Construction, LLC Unit Price	Hayes Construction, LLC Total Price	ANA Site Construction Unit Price	ANA Site Construction Total Price
G1	Mobilization	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

Item	Description	Estimated Quantity		Western Municipal Construction Unit Price	Western Municipal Construction 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



Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7402

Awarding a Bid to and Authorizing Execution of a Contract Between Hayes Construction, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Shepherd Drive Sewer Extension

Issue:

To consider awarding a bid to and authorizing execution of a contract between Hayes Construction, LLC of Sherman, Texas, and the Greater Texoma Utility Authority based on an invitation to bid for the Shepherd Drive Sewer Extension

Background:

This project consists of approximately 1,050lf of 24-inch wastewater main extension. This project extends the existing wastewater system to Shepherd Drive, and is part of the agreement with Shepherds Place Planned Development to provide wastewater access south of Shepherd Drive.

Three (3) bidders responded to the request for bids. The lowest responsible responsive bid in the amount of $668,730.00 was submitted by Hayes Construction, LLC of Sherman, Texas. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding will be provided through GTUA Open Market Bonds.

Staff Recommendation:

It is recommended that the bid be awarded for the Shepherd Drive Sewer Extension to Hayes Construction, LLC in the amount of $668,730.00. It is also recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7402
2. Unsigned Agreement
3. Letter of Recommendation
4. Bid Tabulation
5. Location Map

RESOLUTION NO. 7402

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN HAYES CONSTRUCTION, LLC AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE SHEPHERD DRIVE SEWER EXTENSION; 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 Hayes Construction, LLC of Sherman, 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 Sixty-Eight Thousand Seven Hundred Thirty Dollars and Zero Cents ($668,730.00) for the Shepherd Drive Sewer Extension; 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 21st day of October 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY ("GTUA") on behalf of the City of Sherman, and Hayes Construction, 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:

Shepherd Drive Sewer Extension Project

Article 2. **ENGINEER**

The Project has been designed by Birkhoff, Hendricks & Carter, LLP, of Dallas, 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 120 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 $ 240.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit a Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the Special Provisions.

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

Article 6. **INTEREST**

If the contract amount of this Agreement is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The “Contract Documents,” which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Advertisement for Bids
8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent's Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 Resolution of Award
8.11 Form 1295, Certificate of Interested Parties
8.12 Certificate of Insurance
8.13 Performance Bond and POA
8.14 Payment Bond and POA
8.15 Notice to Proceed
8.16 Maintenance Bond and POA
8.17 Closeout Documents
8.18 Special Provisions
8.19 Technical Specification prepared or issued by the City of Sherman dated 09/13/2024.
8.20 Drawings, consisting of sheets numbered 1 through 9, inclusive with each sheet bearing the following general title: City of Sherman, Shepherd Drive Sewer Extension.
8.21 Addenda numbers 1 to 1 , inclusive.
8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA's authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA'S project managers are authorized to issue Contingency Allowance Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING

PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF GTUA (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GTUA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

Article 10. **LIABILITY**

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

Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

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

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

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

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

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

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental,

sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

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

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

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.

12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.

12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

12.15 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.

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:
_____	Hayes Construction, LLC
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 Phone (214) 361-7900 www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E.
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.

October 14, 2024

Mr. Travis Overturf, P.E.
Project Manager
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75091

Re: Shepherd Drive Sewer Extension
Recommended Award of Construction Contract

Dear Mr. Overturf:

The City received three (3) bids on October 9, 2024, at the Shepherd Drive Sewer Extension project bid opening (Bid # 2024-26). The pdf files for the bids were provided by the City to BH&C, and we understand that the City of Sherman has the original offers and bid bonds which will be returned to the bidders after award of the construction contract.

We checked the bids as submitted in response to bid #2024-26 and found the bid amount shown by the lowest bidder was incorrect; however, the corrected bid amount is still the lowest bid submitted. The corrected lowest amount bid was in the amount of $668,730.00, as submitted by Hayes Construction, LLC. The second lowest amount bid was in the amount of $732,933.22, as submitted by Triad Service Group, LLC. We are enclosing two copies of the tabulation of bids for your use.

The contractor provided references for municipal and private construction projects and the references provided overall positive feedback on the projects listed and completed. Hayes Construction, LLC also provided a list of equipment they owned. The contractor did not list any projects with the same sanitary sewer size and depth as the Shepherd Drive Sewer Extension project.

Based on our review of the bidder's references, statement of qualifications and equipment list, it is our opinion that Hayes Construction, LLC, has the equipment and experience to pursue this project. We recommend the City accept the alternate bid from Hayes Construction, LLC and award them a contract in the total amount bid of $668,730.00 for the construction of the Shepherd Drive Sewer Extension project.

We are available at your convenience to discuss any questions you may have with this project.

Sincerely,

Joe R. Carter., P.E., CFM

Enclosures
cc: Mr. Wayne E. Lee, P.E. (City Engineer)

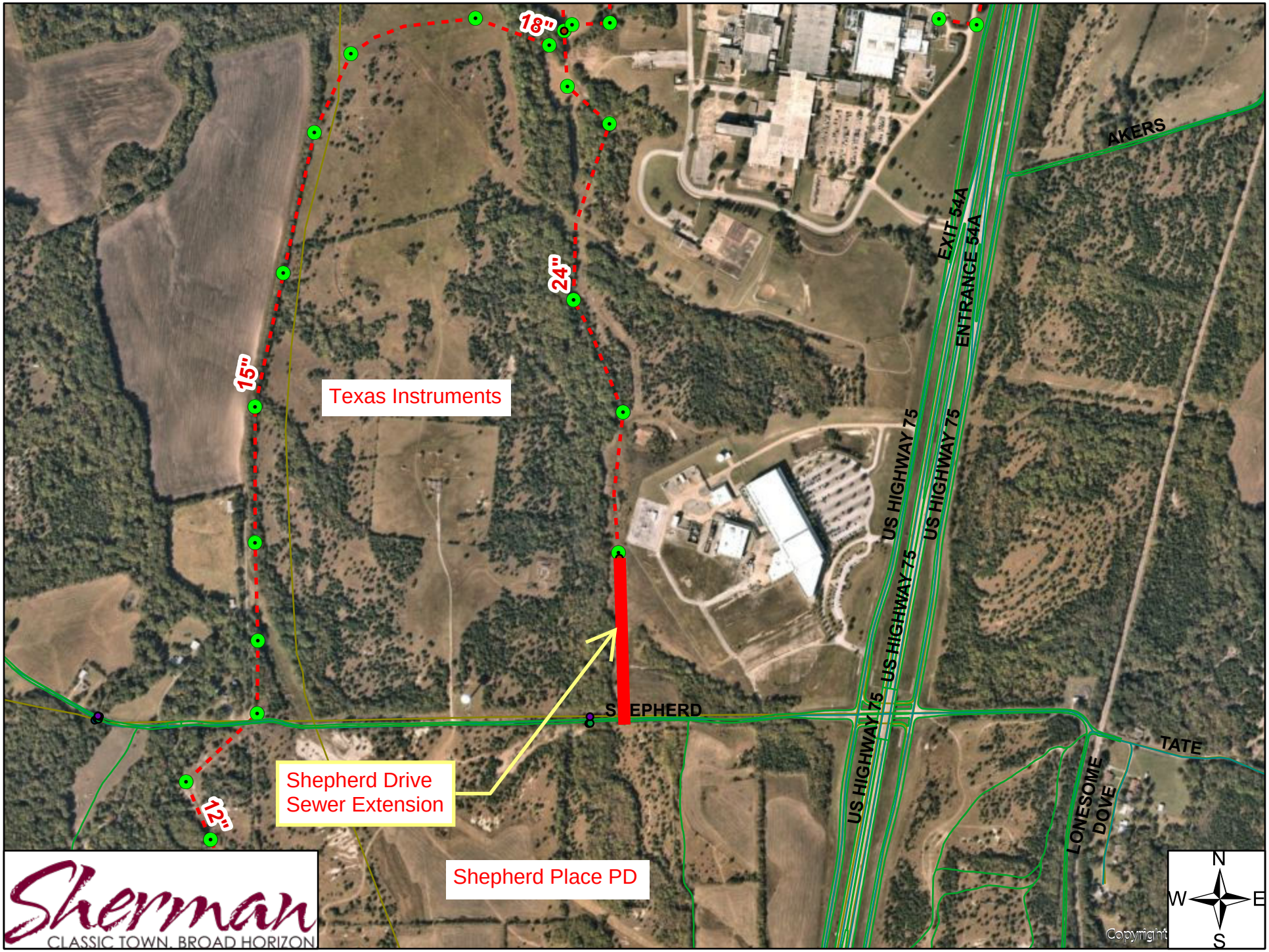
TABULATION OF BIDS

Date: October 9, 2024

Project: City of Sherman, Texas
Shepherd Drive Sewer Extension
Public Works # 1491-U Bid Number 2024-26

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas

Item No.	Approximate Quantities	Unit	Description	BID OF Hayes Construction, LLC 205 Cody Lane Sherman, TX 75092 Unit Bid Price	Extension	BID OF Triad Service Group, LLC 519 E. I30 Frontage Road PO Box 720 Rockwall, TX 75087 Unit Bid Price	Extension	BID OF Ana Site Construction, LLC PO Box 527 Valley View, TX 76272 Unit Bid Price	Extension
1	1	L.S.	Mobilization, Bonds & Insurance @ Maximum 5% Total Bid	$30,000.00	$ 30,000.00	$33,500.00	$ 33,500.00	$38,080.00	$ 38,080.00
2	10.46	Sta.	Right-of-way Preparation	$600.00	$ 6,276.00	$6,000.00	$ 62,760.00	$4,345.00	$ 45,448.70
3	18	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Crushed Stone Embedment, By Open Cut, 15 ft. Deep or Less	$240.00	$ 4,320.00	$235.00	$ 4,230.00	$296.00	$ 5,328.00
4	188	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Crushed Stone Embedment, By Open Cut, 15 to 20 ft. Deep	$330.00	$ 62,040.00	$255.00	$ 47,940.00	$280.00	$ 52,640.00
5	485	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Crushed Stone Embedment, By Open Cut, 20 to 25 ft. Deep	$430.00	$ 208,550.00	$288.00	$ 139,680.00	$310.00	$ 150,350.00
6	198	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Crushed Stone Embedment, By Open Cut, 25 to 30 ft. Deep	$530.00	$ 104,940.00	$315.00	$ 62,370.00	$552.00	$ 109,296.00
7	97	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Crushed Stone Embedment, By Open Cut, 30 to 35 ft. Deep	$630.00	$ 61,110.00	$355.00	$ 34,435.00	$665.00	$ 64,505.00
8	60	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Concrete Encasement, By Open Cut	$200.00	$ 12,000.00	$327.00	$ 19,620.00	$417.00	$ 25,020.00
9	1	L.S.	Remove Existing 24-Inch PVC Sanitary Sewer Plug and Connect	$4,500.00	$ 4,500.00	$20,000.00	$ 20,000.00	$13,010.00	$ 13,010.00
10	1	L.S.	Provide Bypass Pumping, Core Existing Manhole and Connect	$15,000.00	$ 15,000.00	$40,000.00	$ 40,000.00	$30,000.00	$ 30,000.00
11	1	L.S.	Remove, Salvage & Replace Existing CM Storm Pipe and Headwall	$8,500.00	$ 8,500.00	$38,700.00	$ 38,700.00	$5,090.00	$ 5,090.00
12	4	Ea.	Furnish & Install 5-Ft. Sanitary Sewer Manhole (Up to 10 feet Deep)	$10,497.00	$ 41,988.00	$24,000.00	$ 96,000.00	$18,730.00	$ 74,920.00
13	55	V.F.	Furnish & Install Extra Depth Sanitary Sewer Manhole	$1,100.00	$ 60,500.00	$980.00	$ 53,900.00	$1,090.00	$ 59,950.00
14	1	Ea.	Furnish & Install Vent For Sanitary Sewer Manhole	$2,500.00	$ 2,500.00	$5,500.00	$ 5,500.00	$6,670.00	$ 6,670.00
15	1,046	L.F.	Design & Implement Trench Safety Systems	$5.00	$ 5,230.00	$9.50	$ 9,937.00	$41.00	$ 42,886.00
16	1,046	L.F.	Design & Implement Storm Water Pollution Prevention Plan	$4.00	$ 4,184.00	$8.40	$ 8,786.40	$18.00	$ 18,828.00
17	1,046	L.F.	Remove Erosion Control Measures	$2.00	$ 2,092.00	$19.67	$ 20,574.82	$10.00	$ 10,460.00
18	1	L.S.	Owner's Contingency Allowance	$35,000.00	$ 35,000.00	$35,000.00	$ 35,000.00	$35,000.00	$ 35,000.00
			TOTAL AMOUNT BID (ITEMS 1 THROUGH 18):		$ 668,730.00		$ 732,933.22		$ 787,481.70


18"
24"
15"
12"
Texas Instruments
Shepherd Drive
Sewer Extension
Shepherd Place PD
SHEPHERD
AKERS
EXIT 54A
ENTRANCE 54A
US HIGHWAY 75
US HIGHWAY 75
US HIGHWAY 75
US HIGHWAY 75
TATE
LONESOME DOVE
Sherman
CLASSIC TOWN, BROAD HORIZON
Copyright
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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.3.

Meeting Date: 10/21/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7403

Approving the Greater Texoma Utility Authority's Intention to Award the Laboratory Services Building Addition and Remodel to Hawk Builders, LLC

Issue:

To consider approving the Greater Texoma Utility Authority's intention to award the bid for the Laboratory Services Building Addition and Remodel Project

Background:

This resolution approval is only for the construction of the Sherman Laboratory Services Building Addition & Remodel. It will expand the facility and remodel interior lab areas to accommodate an upgrade to electrical service, provide the ability to meet new state mandated testing requirements, install new laboratory ventilation systems to reduce staff exposure to fumes, expand pure water and vacuum systems, expand lab and staff work areas, provide additional file and storage areas, and security changes.

The project is funded through 2020 Texas Water Development Board State Revolving Fund (TWDB SRF) debt proceeds. The design was advertised on August 18th and 25th and a pre-bid meeting was conducted on September 10th.

Four (4) bidders responded to the request for bids. Bids were opened on September 19th and the lowest, responsive, responsible bid in the amount of $2,679,183.00 was submitted by Hawk Builders, LLC. The Engineer recommends awarding the base bid and alternates 1 and 2 to this contractor. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding will be provided through existing TWDB SRF Bonds issued by GTUA.

Staff Recommendation:

It is recommended that City Council approve GTUA's intention to award the Laboratory Services Building Addition and Remodel to Hawk Builders, LLC.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7403
2. Agreement - GTUA
3. 20022 Recommendation to Award - Hawk Builders
4. 20022 Bid Tabulation
5. Vicinity Map

RESOLUTION NO. 7403

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE LABORATORY SERVICES BUILDING ADDITION & REMODEL TO HAWK BUILDERS, 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 of Sherman hereby approves the Greater Texoma Utility Authority's intention to award the Laboratory Services Building Addition & Remodel to Hawk Builders, LLC in the amount of Two Million Six Hundred Seventy-Nine Thousand One Hundred Eighty-Three Dollars and Zero Cents ($2,679,183.00).

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 21st day of October 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY ("GTUA") on behalf of THE CITY OF SHERMAN, and _____, 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:

City of Sherman
Laboratory Services Building Addition & Remodel

Article 2. **ENGINEER**

The Project has been designed by Freeman-Millican, Inc., Dallas, 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 365 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 $500.00 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:

For the lump sum prices shown on the Proposal Form included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the General Conditions and Section 01 29 00, Payment Procedures, of the Technical Specifications.

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 General Conditions.

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 Standard General Conditions of the Construction Contract
8.3 Supplemental Contract Conditions
8.4 Solicitation for Bids
8.5 Instructions to Respondents

8.6 Certifications Required by Texas Law
8.7 Suspension and Debarment Certification
8.8 Bid Bond and Bid Bond POA
8.9 Statement of Respondent's Qualifications
8.10 Insurance Requirement Affidavit
8.11 Bid Submittal
8.12 Resolution of Award
8.13 Form 1295, Certificate of Interested Parties
8.14 Certificate of Insurance
8.15 Performance Bond and POA
8.16 Payment Bond and POA
8.17 Notice to Proceed
8.18 Closeout Documents
8.19 Technical Specification prepared or issued by the City of Sherman dated 07-10-2024.
8.20 Drawings, consisting of sheets numbered 1 through 84, inclusive with each sheet bearing the following general title: City of Sherman, Laboratory Services Building Addition & Remodel.
8.21 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions. 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 General Conditions.

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:_____
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

FREEMAN-MILLICAN, INC.
ENGINEERS - ARCHITECTS - PLANNERS

September 24, 2024

Mr. Paul Sigle, GTUA General Manager
5100 Airport Dr, Denison, TX 75020

Mr. Tom Pruitt, P.E., Utility Engineer
317 South Travis Street, Sherman TX 75091

Re: Recommendation to Award:
City of Sherman, Laboratory Services Building Addition & Remodel

Dear Mr. Sigle & Mr. Pruitt:

Enclosed is the Bid Tabulation for the above-referenced project. Four bids were received and opened on September 19, 2024. The low bid was submitted by Hawk Builders, LLC of Gunter, Texas with a bid amount of $2,679,183.00 including the base bid and two additive alternates, and with a construction time of 365 calendar days. The proposal form was completed without a signature, but the bid bond and contractor's qualification statement were signed. The bid amount is within the projected cost of $2.5 to $3.0 million.

The ICGM Group, LLC submitted an unsigned proposal with a copy of a bid bond submitted for a different project, the Sherman City Hall Remodel. The contractor's qualification statement was not properly completed. We recommend this proposal be rejected.

We did not know of Hawk Builders before they bid on the recent Sherman City Hall Remodel. We have reviewed their qualifications and financial statement. The financial statement has been provided to GTUA and the City of Sherman for further review. We also talked to Mr. Seton Hawkins in the Gunter office. Their references responded positively about their experiences with them on previous projects. We recommend the Owner waive the lack of a signature on their proposal and award the construction contract to Hawk Builders, LLC in the amount of $2,679,183.00 including the base bid and two additive alternates.

Sincerely,
FREEMAN - MILLICAN, INC.

John Gattis, AIA

BID TABULATION
GREATER TEXOMA UTILITY AUTHORITY FOR CITY OF SHERMAN
LABORATORY SERVICES BUILDING ADDITION & REMODEL
BID DATE: SEPTEMBER 19, 2024
PREPARED BY: FREEMAN-MILLICAN, INC., ENGINNERS-ARCHITECTS-PLANNERS

BIDDER	BASE BID P.1 (LUMP SUM)	ADDITIVE ALTERNATES A.1 (LUMP SUM)	ADDITIVE ALTERNATES A.2 (LUMP SUM)	TOTAL	CONTRACT TIME (CALENDAR DAYS)
Hawk Builders, LLC 301 West Main Street Gunter, Texas 75058 214-934-1149	$ 2,598,591.00	$ 51,792.00	$ 28,800.00	**$ 2,679,183.00**	365
Tegrity Contractors,Inc. 202 N Allen Drive Suite E Allen, Texas 75013 972-562-6060	$ 2,777,777.00	$ 107,777.00	$ 37,777.00	**$ 2,923,331.00**	300
AUI Partners,LLC 9800 Hillwood Parkway - Suite 160 Fort Worth, Texas 76177	$ 2,964,857.00	$ 113,730.00	$ 26,950.00	**$ 3,105,537.00**	325
Lever Construction, LLC 2117 Martin Drive Bedford, Texas 940-631-0131	$ 3,261,833.00	$ 145,000.00	$ 38,150.00	**$ 3,444,983.00**	300

09.24.2024

FREEMAN-MILLICAN, INC.
John Gattis, AIA

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.4.

Meeting Date: 10/21/2024

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7404

Authorizing Execution of the Second Amended and Restated Master Development Agreement Between the City of Sherman and Sherman Hickory Hill, LLC, for the Construction of Public Facilities of the Planned Development know as Hickory Hill, Being a Residential Development West of Carriage Estates Road in the City of Sherman, Texas

Issue:

Second Amended and Restated Master Development Agreement (MDA) for the construction of public facilities in the residential portion of the mixed-use planned development (PD) known as Hickory Hill, being a residential development west of Carriage Estates Road in the City of Sherman, Texas

Background:

In June 2022 (Ordinance No. 6492), the City Council approved rezoning the property generally located in the 3400-4000 Blocks of West Lamberth Road, as a Planned Development District.

In August 2022 (Resolution No. 6940), the City Council approved a Master Development Agreement that lines out the responsibilities of the City and Sherman Hickory Hill, LLC in constructing infrastructure and other public improvements as part of the Hickory Hill development. All infrastructure except the park improvements are complete and accepted by the City.

On June 26, 2023, the Council approved an amended and restated agreement. Those changes related to how, and by whom, some of the water and sewer infrastructure was to be constructed and installed.

This Amendment requires the developer to pay the City $100,000 for park improvements, instead of constructing the improvements. Once the 22 acres of park land is dedicated to the City, staff will begin to look at a comprehensive plan and development of this area. The money collected will be used to fund these future park improvements. The Amendment allows the Developer to complete his obligations quickly and the City to fund the future park development.

Origination:

City Manager's Office

Financial Consideration:

The public infrastructure improvements associated with this project are substantially complete, so the obligations under the Master Development Agreement have been met. The $100,000 received from the developer under this amendment will be used to offset City costs in constructing improvements to the park area in the future.

Staff Recommendation:
Staff recommends approval and acceptance of the Second Amended and Restated Master Development Agreement with Sherman Hickory Hill, LLC

Alternatives:
As directed by City Council

Attachments:
1. Resolution No. 7404
2. Second Amended and Restated Master Development Agreement
3. Signed Second Amend Agreement
4. Resolution 7104 First Amendment

RESOLUTION NO. 7404

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE SECOND AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND SHERMAN HICKORY HILL, LLC, FOR THE CONSTRUCTION OF PUBLIC FACILITIES OF THE PLANNED DEVELOPMENT KNOWN AS HICKORY HILL, BEING AN RESIDENTIAL DEVELOPMENT WEST OF CARRIAGE ESTATES ROAD IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 second amended and restated Master Development Agreement with Sherman Hickory Hill, LLC, for the Construction of Public Facilities of the planned development known as Hickory Hill, being a residential development west of Carriage Estates Road in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of October 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

SECOND AMENDED AND RESTATED HICKORY HILL MASTER DEVELOPMENT AGREEMENT

This Second Amended and Restated Hickory Hill Master Development Agreement (this "Agreement") is entered into by and between **Sherman Hickory Hill LLC**, a Texas limited liability company (the "Developer"), and the **City of Sherman, Texas**, a home-rule municipality of the State of Texas (the "City," and collectively with the Developer, the "Parties"), to be effective on the date on which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

WHEREAS, the parties entered into that certain Master Development Agreement dated August 18, 2022, which was filed for record on September 23, 2022, under Instrument No. 2022-31870 in the Grayson County Real Property Records ("Original Agreement"); and

WHEREAS, the parties entered into that certain Amended and Restated Master Development Agreement dated July 18, 2023, which was filed for record on July 20, 2023, under Instrument No. 2023-18667 in the Grayson County Real Property Records ("First Amendment"), which amended, restated and replaced the Original Agreement; and

WHEREAS, the parties desire to amend and restate the First Amendment as set forth in this Agreement and to agree as set forth herein; and

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, after the Effective Date of the Original Agreement, Developer conveyed portions of the property described in Exhibit A to the Original Agreement, so that as of the Effective Date (hereinafter defined) of this Agreement, the Developer represents and warrants that it is the sole owner of the real property described by metes and bounds in **Exhibit A** (collectively, the "Property"); and

WHEREAS, the Property is located wholly within the limits of the City and not within the extraterritorial jurisdiction or corporate limits of any other municipality; and

WHEREAS, the City Council zoned the Property as a Planned Development pursuant to City Ordinance No. 6492, adopted by the City Council on June 6, 2022 (the "PD"); and

WHEREAS, the Parties intend that the Property will be developed in accordance with an agreed concept plan ("Concept Plan"), as shown on **Exhibit C** attached hereto and incorporated herein for all purposes, the City Regulations and other terms and conditions set forth in this Agreement; and

WHEREAS, the Developer is developing the Property as a single-family development in phases consistent with the Concept Plan, the City Regulations and the terms and conditions of this Agreement, at Developer's sole cost and expense, which such development will include, without limitation, the Developer's design, construction, installation and development of all collector streets, residential streets, utilities, drainage, parks and trails improvements and all other

infrastructure required to serve the Property (other than the City Infrastructure (hereinafter defined)), collectively, the "Developer Infrastructure"); and

WHEREAS, although Developer acknowledges and agrees that the Developer is solely responsible and liable for completing and paying the costs of the Developer Infrastructure and that the City has no such responsibility or liability, Developer has asked the City to complete portions of the Developer Infrastructure, at the sole cost and expense of the Developer, consisting of the following: (i) approximately 3,280 linear feet of an extension of the City's proposed fifteen-inch (15") sewer line along the portions of Lamberth Road and Friendship Road that are on or directly adjacent to the Property (the "On-Site Sewer Line Extensions"); (ii) approximately 3,500 linear feet of an extension of the City's proposed twelve-inch (12") water line along the portions of Lamberth Road and Friendship Road that are on or directly adjacent to the Property (the "On-Site Water Line Extensions"), as depicted in on **Exhibit D-1**, attached hereto and incorporated herein for all purposes; and

WHEREAS, City has agreed to design, construct, install and develop the On-Site Sewer Line Extensions and the On-Site Water Line Extensions provided that Developer pay the costs and expenses of the same in accordance with the terms of this Agreement and further provided that Developer complies with all of its other obligations under this Agreement; and

WHEREAS, in addition to completing or causing the completion of the Developer Infrastructure, the Developer desires to convey to the City, at no cost to the City, the Parkland Tract as described below; and

WHEREAS, provided that Developer complies with all of its obligations under this Agreement, the City will design, construct, install and develop, at its sole cost and expense except as otherwise stated in this Agreement, certain infrastructure and improvements on the Property in phases consistent with the Concept Plan, the City Regulations and the terms and conditions of this Agreement, which will include, without limitation, the following (collectively, the "City Infrastructure"): (i) certain off-site improvements that will be located outside of the Property, consisting of (a) approximately 3,650 linear feet of an extension of the City's existing twelve inch (12") sewer line (the "Sewer Line Extension"); (b) the extension and upsizing of the City's existing water line along Lamberth Road (the "Water Line Extension"); (c) the improvement of Lamberth Road from the western boundary of Carriage House Estates to the western limits of Hickory Hill boundary, consisting of approximately 3,100 linear feet of a twenty-five-foot-wide concrete roadway and all necessary appurtenances thereto, a minimum five-foot-wide sidewalk along one side of the roadway, and necessary drainage improvements (collectively, the "Lamberth Road Improvements"); and (d) the improvement of Friendship Road from the Lamberth Road intersection south along the length of the Hickory Hill Development, consisting of approximately 2,600 linear feet of a twenty-five-foot-wide concrete roadway and all necessary appurtenances thereto, a minimum five-foot-wide sidewalk along one side of the roadway, and necessary drainage improvements (collectively, the "Friendship Road Improvements"); and

WHEREAS, the improvements set forth on **Exhibit D**, attached hereto and incorporated herein for all purposes, consist of both the Developer Infrastructure and the City Infrastructure, and include on-site and off-site public improvements and infrastructure that are designated to serve

the development of the Property and are considered public infrastructure (the "Public Infrastructure"); and

WHEREAS, upon Developer's completion and construction of any Public Infrastructure, Developer will dedicate such Public Infrastructure to the City for use and maintenance, subject to the City's final review and approval of the same as set forth in this Agreement; and

WHEREAS, Developer and City will design, construct and install the Developer Infrastructure and the City Infrastructure, respectively, in multiple phases of development as set forth in this Agreement; and

WHEREAS, this Agreement is intended to establish certain restrictions and requirements regarding the development of the Property, and to provide for the construction of the Developer Infrastructure and City Infrastructure, and the funding of the Public Infrastructure, which provide a special benefit to the Property; and

WHEREAS, the managed growth described in this Agreement will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases the City's tax base.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City Council means the City Council of the City.

City Infrastructure means certain on-site improvements and off-site improvements that will be located away from the Property, including, but not limited to, the Sewer Line Extension, the Water Line Extension along Lamberth Road, the Lamberth Road Improvements and the Friendship Road Improvements.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement as they presently exist and as they may be amended in the future, which shall include, without limitation, the PD.

Concept Plan means the concept plan attached hereto as **Exhibit C**.

Developer Infrastructure means all collector streets, residential streets, utilities, drainage, and other infrastructure required to serve the Property.

Eminent Domain Fees means all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses and appraiser and expert witness fees paid or incurred by the City in the exercise of its eminent domain powers.

End-Buyer means any developer, homebuilder, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot, including without limitation a builder who acquires a lot with the intent to construct a single-family residence on the lot.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the real property records of Grayson County.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Oversized Facilities means the water and sanitary sewer lines, oversized to a size greater than is necessary to serve the Property, as determined by the City.

Owners' Association means each of the owners' associations that the Developer will create throughout the Property as set forth in this Agreement.

PD means the Planned Development zoned by the City pursuant to City Ordinance No. 6492, adopted by the City Council on June 6, 2022.

Public Infrastructure means the Developer Infrastructure and the City Infrastructure including on-site and off-site public improvements and infrastructure that is designated to serve the development of the Property and is more particularly described in **Exhibit D**.

Sewer Line Extension means the extension of the City's existing twelve-inch (12"), approximately 3,650 linear feet from the existing twelve-inch (12") sewer line to the southern boundary of the development and is more particularly described in **Exhibit D**.

Water Line Extension means the extension and upsizing of the City's existing water line along Lamberth Road and is more particularly described in **Exhibit D**.

ARTICLE III
CONSTRUCTION OF PUBLIC INFRASTRUCTURE

3.1 Construction of Developer Infrastructure. The Developer and the City will design, construct, install and develop the Public Infrastructure in the manner set forth herein.

(a) Developer Infrastructure. The Developer agrees to construct, at the Developer's sole cost and expense, the on-site water, sanitary sewer, streets and on-site storm drainage system, sized solely to serve the Property. The City will be obligated to bear and pay any and all costs, fees, and expenses, including, but not limited to, engineering and design costs, permitting costs, construction costs, bonds, or other fees/expenses for any

change, required by the City, to increase the size of the sanitary sewer to a size greater than is necessary to serve the Property (the "Oversized Facilities"). The Developer shall provide the City with thirty (30) days' written notice of the Developer's intent to proceed with the design of the sanitary sewer. The City shall then have thirty (30) days to notify the Developer whether the City requires the Oversized Facilities. If the City requires the Oversized Facilities, the Parties agree to enter into a mutually agreeable oversize participation agreement that confirms the funding or reimbursement of the Oversized Facilities, under which the City will agree to pay its pro-rata share of the Oversized Facilities pursuant to said agreement.

(b) Off-Site Sewer Line Extension. The City agrees to start the design of, obtain necessary rights-of-way and/or easements for, at the sole cost and expense of the City, the Off-Site Sewer Line Extension promptly after the Effective Date of the Original Agreement and allow the Developer to commence construction of the Off-Site Sewer Line Extension promptly after approval of the final design plans and after all such necessary rights-of-way and/or easements are acquired by the City, provided that the Developer is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated by the parties. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All easements within the Property that are needed for Sewer Line Extension shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Sewer Line Extension. Construction of the Off-Site Sewer Line Extension shall commence when the Developer commences construction of Phase 1 of the development provided that the City has acquired all necessary rights-of-way and/or easements for the Off-Site Sewer Line Extension at that time.

(c) Water Line Extension. The City agrees to start the design of, obtain necessary easements , at the sole cost and expense of the City, the Water Line Extension along Lamberth Road promptly after the Effective Date of the Original Agreement and to allow the Developer to commence construction of the Water Line Extension promptly after approval of the final design plans , provided that the Developer is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated by the parties. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All easements within the Property that are needed for Water Line Extension shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Water Line Extension. Construction of the Water Line Extension shall commence when the Developer commences construction of Phase 1 of the development.

(d) Roads.

(i) Lamberth Road Improvements. The Developer shall be responsible for dedicating to the City one hundred percent (100%) of the fee simple right-of-way and other easements not already obtained by the City and deemed necessary by the City for the Lamberth Road Improvements which run along the northern boundary of the Property, as shown on the Concept Plan. The City agrees to fund

all of the cost to design the Lamberth Road improvements. The City agrees to fund part of the actual costs of construction of the Lamberth Road Improvements up to an amount equal to $1,851,753.18, provided that Developer funds the balance of such costs and is in full compliance with all of its obligations under this Agreement, pursuant to a separate reimbursement agreement to be negotiated and approved by the parties. Attached in **Exhibit G** is the Estimated Costs to construct both the Lamberth Road Improvements and Friendship Road Improvements. The City agrees to start design of the Lamberth Road Improvements promptly after the Effective Date of the Original Agreement and allow Developer to commence construction of the Lamberth Road Improvements promptly after approval of the final design plans provided that the Developer is in full compliance with all of its obligations under this Agreement. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All fee simple right-of-way and easements that are needed for the Lamberth Road Improvements within the Property shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Lamberth Road Improvements.

(ii) Friendship Road Improvements. The Developer shall be responsible for dedicating to the City one hundred percent (100%) of the fee simple right-of-way and other easements necessary for the Friendship Road Improvements which run along the center of the Property, as shown on the Concept Plan. The Developer will receive credit for the conveyance of such property interests in the amount of $183,487.50 (the "Conveyance Credit") against the Developer's share of the construction cost of the Friendship Road Improvements. The City agrees to fund all of the cost to design the Friendship Road improvements. The City agrees to fund part of the actual costs of construction of the Friendship Road Improvements up to an amount equal to $1,196,891.83, provided that Developer funds the balance of such costs less the amount of the Conveyance Credit and is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated and approved by the parties. Attached in **Exhibit G** is the Estimated Costs to construct both the Lamberth Road Improvements and Friendship Road Improvements. The City agrees to start design of the Friendship Road Improvements promptly after the Effective Date of the Original Agreement and allow Developer to commence construction of the Friendship Road Improvements promptly after approval of the final design plans, provided that the Developer is in full compliance with all of its obligations under this Agreement. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All fee simple right-of-way and easements that are needed for the Friendship Road Improvements within the Property shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Friendship Road Improvements.

(e) City Construction of Certain Developer Infrastructure.

(i) On-Site Sewer Line Extensions. In exchange for Developer's payment to City of the construction costs of the On-Site Sewer Line Extensions as

described herein, the City agrees to design and construct the On-Site Sewer Line Extensions promptly after the Effective Date of this Agreement, provided that the Developer is in full compliance with all of its obligations under this Agreement. All easements within the Property that are needed for the On-Site Sewer Line Extensions shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the On-Site Sewer Line Extensions.

(ii) On-Site Water Line Extensions. In exchange for Developer's payment to City of the construction costs of the On-Site Water Line Extensions as described herein, the City agrees to design and construct the On-Site Water Line Extensions promptly after the Effective Date of this Agreement, provided that the Developer is in full compliance with all of its obligations under this Agreement. All easements within the Property that are needed for the On-Site Water Line Extensions shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the On-Site Water Line Extensions.

(iii) Timeline for Completion. Developer agrees that City shall in no way be liable for and hereby disclaims damages, if any, which may be sustained by Developer and/or the Property resulting, in whole or in part, directly or indirectly, from City's failure to commence or complete the construction of the On-Site Sewer Line Extensions or the On-Site Water Line Extensions by any certain date and/or as set forth in this Agreement.

(iv) Cost Estimate. Developer represents that the estimate of the construction costs of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions equals One Million One Hundred Thirty-Eight Thousand One Hundred Seven and 53/100 dollars ($1,138,107.53) (the "Estimated Costs"). The phrase "construction costs" as used herein shall mean the actual construction costs, surveying costs, landscape design, geotechnical materials testing and inspection fees associated with the project. The phrase "cost overruns" as used herein shall mean construction costs that may be incurred by City in the construction of the project in excess of the Estimated Costs.

(v) Developer's Payment of the Estimated Costs. Within twenty (20) days of its execution of this Agreement, Developer will pay to City funds equal to the Estimated Costs (the "Escrow Funds") to be held in escrow by City. The Escrow Funds will be available to City to pay for the construction costs associated with the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, and City shall, in its sole discretion, be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions. City shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Developer hereby waives and relinquishes any and all rights or claim to interest earned, if any, on the Escrow Funds. In addition, if any amount of the Escrow Funds remains in the account after City has issued a final acceptance certificate for the construction of the On-Site Sewer Line Extensions and the On-Site Water Line

Extensions, and paid all of the construction costs associated with the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, as solely determined by City ("Remaining Escrow Funds"), Developer shall be entitled to, as its sole property, the Remaining Escrow Funds. Developer shall, within thirty (30) days of receiving written notice from City, tender to City the amount of any cost overruns associated with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions. Notwithstanding any statement to the contrary herein, City and Developer agree that City shall, under no circumstance, be responsible for any part or portion of the construction costs associated, directly or indirectly, with the On-Site Sewer Line Extensions or the On-Site Water Line Extensions.

(vi) Disclaimer/Waiver of Damages/Liability. Developer acknowledges and agrees that City is not providing any guarantee, representation or warranty, and City hereby disclaims any guarantee, representation or warranty, relating to any work performed by City, its contractors, agents, employees, representatives, subcontractors and/or designees, in connection with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, in whole or in part.

DEVELOPER, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, HEIRS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, GRANTEES AND/OR TRUSTEES, HEREBY RELEASE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT/THEY MAY HAVE WITH REGARD TO THE CONSTRUCTION AND/OR COMPLETION OF THE ON-SITE SEWER LINE EXTENSIONS OR THE ON-SITE WATER LINE EXTENSIONS AND/OR OR ANY OTHER ACT AND/OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE ON-SITE SEWER LINE EXTENSIONS OR THE ON-SITE WATER LINE EXTENSIONS, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT.

3.2 Construction of the Infrastructure and Ownership of the Public Infrastructure.

(a) Construction Plans. During each phase of the development of the Property, the Developer shall prepare, or cause to be prepared, plans and specifications for the Developer Infrastructure included in such phase and have them submitted to the City for approval in accordance with this section. The City shall have thirty (30) business days from its acknowledged receipt of the first submittal of construction and/or engineering plans to approve or deny the plans or to provide comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have fifteen (15) business days from its acknowledged receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Final plat(s) for the Property, each of which are required to be approved by the City, shall reflect the locations, rights-of-way and easements for the Public Infrastructure to be located on such platted portion of the Property.

(b) Construction Standards and Inspection. The Public Infrastructure will be installed within the public rights-of-way or in easements granted to the City. The Public Infrastructure shall be constructed and inspected in accordance with applicable state law, City Regulations and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Infrastructure.

(c) Final Acceptance and Ownership. All of the Public Infrastructure shall be owned by the City upon final acceptance of the same by the City using procedures established by City Regulations.

(d) Approval of Plats/Plans. All plats, permits, plans, designs or specifications shall be subject to approval by the City and shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Developer pursuant to this Agreement or the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, employees, officers or agents for the accuracy and competency of its design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations.

3.3 Operation and Maintenance of Public Infrastructure.

(a) Upon inspection, approval and acceptance of part or all of the Public Infrastructure, the City shall maintain and operate the accepted infrastructure pursuant to the City Regulations.

(b) The Developer will construct and each respective Owners' Association shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements, appurtenances or Amenities not maintained and operated by the City.

3.4 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents or easements within sixty (60) days of commencing such efforts to obtain the needed easements and rights-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, the Developer shall be responsible for funding all legal proceeding/litigation costs, attorney's fees and related expenses and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the City's Eminent Domain Fees exceed the amount of funds

escrowed in accordance with this subsection, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits additional Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

ARTICLE IV
CONVEYANCE OF PARKLAND TRACT

4.1 Conveyance. As an additional condition to Developer receiving the benefits described in this Agreement, the Developer shall convey fee simple title, free and clear of any liens and encumbrances, and by Special Warranty Deed, in the form attached hereto as **Exhibit E**, in and to that certain tract of land consisting of 22.336± acres, more particularly described and depicted in **Exhibit F**, attached hereto and incorporated herein for all purposes ("Parkland Tract"). Developer shall perform all acts necessary to convey the Parkland Tract to the City no later than, and as a condition of, the City's approval of a final plat for any portion of the Property. Prior to conveyance of the Parkland Tract and as a condition of such final plat approval, the Developer shall provide to the City a Phase I Environmental Assessment study on the Parkland Tract. The City shall have no obligation to accept the conveyance of the Parkland Tract unless and until the Phase I Environmental Assessment study is complete, indicates no recommendations for cleanup and the certification of the assessment is provided to the City.

4.2 Conditions to Acceptance of Parkland Tract. As additional conditions of the City's acceptance of the Parkland Tract and approval of a final plat for the Property: (a) the Parkland Tract must be conveyed in accordance with this Agreement and at no cost or expense to the City; (b) the Developer shall, at its sole cost and expense, obtain and file releases of any liens and encumbrances affecting any portion of the Parkland Tract, as directed by the City, so that the Parkland Tract may be conveyed free and clear of all liens and encumbrances; (c) the Developer shall, at its sole cost and expense, provide to the City any existing surveys of the Parkland Tract within seven (7) days of the Effective Date of the Original Agreement; (d) the Developer shall pay all costs associated with conveying the Parkland Tract, including the costs of: (i) title commitments from a title company selected by the City along with copies of all exception documents; (ii) an owner's title policy for the Parkland Tract in a form acceptable to the City; (iii) taxes prorated to date of closing; (iv) recording fees; (v) charges or fees collected by the title company; and (vi) fees for any other service in connection with the conveyance of the Parkland Tract to the City; (e) the Developer shall deliver to City the sum of One Hundred Thousand and 00/100 dollars ($100,000) within seven (7) days of the Effective Date, and after such delivery and City's acceptance of the Parkland Tract, City shall improve the Parkland Tract with funds in amount not less than One Hundred Thousand and 00/100 dollars ($100,00). The parties agree that the issuance of an owner's title policy for the Parkland Tract shall be a condition precedent to the City's obligations under this Agreement. For purposes of issuance of the title policy described in this Agreement only, the parties agree that the total value of the Parkland Tract is Four Hundred Twenty Thousand and 00/100 dollars ($420,000).

ARTICLE V
FORMATION OF OWNERS' ASSOCIATION

The Developer will create an Owners' Association within the Property, which shall be required to levy and collect from each End-Buyer annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls and all other improvements for which the Owners' Association is responsible for maintaining within the Property. Common areas, including but not limited to all landscaped entrances to the Property and right-of-way landscaping, shall be maintained solely by the Owners' Association. Maintenance of public rights-of-way by the Owners' Association shall comply with City Regulations and shall be subject to oversight by the City. The Parties shall cooperate with each other to execute documents necessary to give the Owners' Association permission to maintain and operate facilities on City-owned property as necessary.

ARTICLE VI
INSPECTION AND PERMITTING

The City shall inspect or cause to be inspected, as required by City Regulations, the construction of all Developer Infrastructure, structures, and any infrastructure improvements necessary to support the proposed development within the Property, including, without limitation, water, sanitary sewer, drainage, streets, electrical and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, the Developer Infrastructure in accordance with approved engineering plans, construction plans and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement or law if the City withholds building permits, certificates of occupancy or City utility services as to a phase or portion of the development unless and until the Developer has fully met its obligations to provide for the required Developer Infrastructure necessary to serve such phase according to the approved engineering plans and City Regulations, and until such Developer Infrastructure has been dedicated to and accepted by the City.

If the City finds that such Developer Infrastructure has been completed in accordance with the final plans and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the Developer Infrastructure, whereupon ownership of such Developer Infrastructure shall be transferred to the City and shall be operated and maintained by the City at its sole expense after the expiration of the required two (2) year maintenance bond. The requirement for acceptance does not apply to landscaping improvements and other Amenities that will be maintained by the Owners' Association.

ARTICLE VII
DEVELOPMENT

7.1 Full Compliance with City Standards. In the construction, renovation, maintenance and alteration of any existing or future building on the Property, the Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the City Regulations, including without limitation, the PD, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement under Chapter 3000 of the Texas Government Code, and the City Regulations in the construction, renovation, maintenance and alteration of any existing or future building on the Property. The City Council hereby designates the Property for its architectural significance and importance.

7.2 Replat. The Parties acknowledge that the Property will be developed in phases. The Developer may submit a replat for all or any portion of the Property throughout the development of the Property. Any replat shall be in conformance with the Concept Plan. Approval of the replat shall be governed by the City Regulations and state law.

ARTICLE VIII
DEVELOPMENT PROCESS AND CHARGES

8.1 Development, Review and Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation, fees relating to platting, zoning requests and any other charges and fees not expressly exempted or altered by the terms of this Agreement. This Agreement does not waive any of the City's right to: (i) assess or collect roadway, water, and wastewater Impact Fees in compliance with Chapter 395 of the Texas Local Government Code; or (ii) assess or collect inspection fees and charges relating to the development of the Property. The Developer shall continue to be responsible for the foregoing, and nothing contained in this Agreement shall be construed to eliminate or reduce any such obligations that the Developer might incur in connection with developing the Property.

8.2 Infrastructure. All Public Infrastructure shall be designed, constructed and installed in compliance with the City Regulations in effect at the time the Developer seeks approval of the plans associated with any component of the Public Infrastructure. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City as specified in this Agreement. Each shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

8.3 **INDEMNIFICATION AND HOLD HARMLESS**.

(a) THE DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING

REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF THE DEVELOPER OR THE DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM THE DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE 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 THE DEVELOPER AND THE DEVELOPER'S EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.

(b) IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING THE DEVELOPER'S OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS

OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

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

ARTICLE IX
EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement.

9.2 Remedies. If a Party remains in default after the applicable cure period as provided in Section 9.1 of this Agreement, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, terminate this Agreement and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief.

ARTICLE X
ASSIGNMENT AND ENCUMBRANCE

10.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties. The Developer has the right (from time to time upon written consent of the City Council) to assign this Agreement, in whole or in part, to any person or entity (an "Assignee") that (i) is or will become an owner of any portion of the Property, or (ii) is controlled by or under common control by the Developer, provided that the Developer is not in breach of this Agreement at the time of such assignment. An Assignee is considered the "Developer" and a "Party" under this Agreement for the purposes of the obligations, rights, title, and interest assigned to the Assignee. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

10.2 Encumbrance. Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders

without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

10.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of an End-Buyer of a Fully Developed and Improved Lot within the Property, any person or entity upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. Subject to the limitations expressed below, this Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End-Buyer of a Fully Developed and Improved Lot; provided, however, that no such conveyance of a Fully Developed and Improved Lot shall release Developer from its obligations hereunder, and each End-Buyer shall remain responsible for payment of Assessments associated with ownership of each End-Buyer's respective Fully Developed and Improved Lot. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on the existence or nonexistence of a recorded affidavit to establish whether such termination has occurred as to a lot.

10.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.5 Notice of Assignment of this Agreement. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XI
RECORDATION

11.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Grayson County. This Agreement binds and constitutes a covenant running with the Property. On the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

12.2 Notices. Any Notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: City Manager
City of Sherman
220 W. Mulberry Street

Sherman, TX 75090

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

To the Developer: Attn: Taylor Blanchard
Sherman Hickory Hill LLC
4100 Spring Valley Rd
Dallas, TX 75244

Any Party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

12.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

12.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

12.5 Authority and Enforceability. The City represents and warrants that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding on such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

12.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

12.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

12.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of

the Parties are performable in Grayson County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Grayson County District Court.

12.9 Non-Waiver. Any failure by a Party to insist on strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist on strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

12.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds of the Property
Exhibit B	Reserved
Exhibit C	Concept Plan
Exhibit D	Public Infrastructure
Exhibit D-1	On-Site Sewer Line Extensions and On-Site Water Line Extensions
Exhibit E	Agreed Form of Deed
Exhibit F	Metes and Bounds of the Parkland Tract
Exhibit G	Road Improvement Opinion of Probable Cost

12.13 Governmental Powers; Waivers of Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.14 Entire Agreement. This Agreement, including its exhibits and documents executed in accordance with this Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement.

12.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the Parties expressly amending the terms of this Agreement.

12.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

ARTICLE XIII
ACKNOWLEDGEMENTS AND WAIVERS

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

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY THE DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED;
(D) NUISANCE; OR
(E) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) DEVELOPER HEREBY RELEASES THE CITY FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.

(iv) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON THE CITY'S INFRASTRUCTURE. DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(v) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) THE DEVELOPER RELEASES THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) THE DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

13.2 Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. The Developer acknowledges and agrees that this

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

13.3 Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that The City shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in Article III of this Agreement. Neither the City nor its Council Members, officers, agents, representatives or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the Developer Improvements, including the construction thereof. The City and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to Developer, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees.

13.4 Condemnation Procedures/Rights Waiver. **AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED.**

13.5 Original Agreement. This Agreement amends and restates the First Amendment. On the execution of this Agreement by all parties, the provisions of the First Amendment shall be void and of no further force or effect, and this Agreement shall supersede the same.

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

CITY OF SHERMAN

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM

_____
Ryan D. Pittman, City Attorney

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the __ day of _____, 2024, by Robby Hefton, City Manager of the City of Sherman, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER

Sherman Hickory Hill, LLC

By: _____
Name: Taylor Blanchard
Its: Manager
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Taylor Blanchard, Manager of Sherman Hickory Hill LLC, a Limited Liability Company, on behalf of said Company.

_____
Notary Public, State of Texas

EXHIBIT A
Property Metes and Bounds

TRACT 1 Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Ralston W. Adams Survey, Abstract No. 18, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209, and being a part of the 145.33 acre tract of land conveyed to Hickery Hill, LLC by deed of record in Volume 5691, Page 715, Official Public Records, Grayson County, Texas, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2" steel rod northwest corner of said 145.33 acre tract and the northwest corner of that 4.770 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-805 of said Official Public Records;

Thence North 88°42'38" East, a distance of 2,159.61 feet to a found P/K nail;
Thence South 14°32'44" West, a distance of 47.97 feet to asset ½" steel rod;
Thence with a non-tangent curve to the left having a radius of 1,157.00 feet, (chord bears South 82°02'56" West, 109.16 feet) an arc length of 109.20 feet to a point;
Thence South 79°20'42" West, a distance of 83.10 feet to a point;

Thence over and across said 145.33 are tract the following calls and distances:
South 31°19'12" East, a distance of 81.86 feet to a set 1/2" steel rod,
South 24°15'41" East, a distance of 55.73 feet to a set 1/2" steel rod;
South 14°29'58" West, a distance of 108.49 feet to a set 1/2" steel rod;
South 21°57'24" West, a distance of 99.13 feet to a set 1/2" steel rod;
South 27°47'58" West, a distance of 92.86 feet to a set 1/2" steel rod;
South 15°47'53" West, a distance of 495.55 feet to a set 1/2" steel rod;
South 02°17'13" West, a distance of 439.12 feet to a set 1/2" steel rod;
South 15°05'02" West, a distance of 68.77 feet to a set 1/2" steel rod;
South 21°56'21" East, a distance of 38.15 feet to a set 1/2" steel rod;
South 06°14'14" East, a distance of 328.16 feet to a set 1/2" steel rod;
South 11°05'36" East, a distance of 186.52 feet to a set 1/2" steel rod;
South 21°52'05" West, a distance of 434.71 feet to a set 1/2" steel rod;
Thence North 89°15'26" West, a distance of 1,172.87 feet to a set 1/2" steel rod in a southerly line of said 145.33 acre tract;
Thence with said southerly and westerly line of said 145.33 acre tract the following calls and distance:
North 01°57'10" East, a distance of 170.86 feet to a set 1/2" steel rod
North 02°43'50" West, a distance of 359.40 feet to a set 1/2" steel rod
North 86°14'50" West, a distance of 5.10 feet to a set 1/2" steel rod,
South 04°43'53" West, a distance of 363.36 feet to a set 1/2" steel rod
South 00°39'50" East, a distance of 200.10 feet to a set 1/2" steel rod
South 02°44'10" West, a distance of 203.30 feet to a set 1/2" steel rod
South 02°33'10" West, a distance of 252.30 feet to a set 1/2" steel rod
South 12°34'50" East, a distance of 144.90 feet to a set 1/2" steel rod
South 10°06'10" West, a distance of 105.80 feet to a set 1/2" steel rod
South 16°57'10" West, a distance of 103.00 feet to a set 1/2" steel rod
South 13°20'10" West, a distance of 110.10 feet to a set 1/2" steel rod
South 01°20'10" West, a distance of 116.80 feet to a set 1/2" steel rod

South 02°33'10" West, a distance of 74.50 feet to a set 1/2" steel rod
South 58°42'10" West, a distance of 97.00 feet to a point;
North 25°29'10" East, a distance of 47.20 feet to a point;
North 44°14'50" West, a distance of 91.30 feet to a point;
North 20°21'50" West, a distance of 138.90 feet to a point;
North 75°01'50" West, a distance of 40.70 feet to a point;
South 40°13'10" West, a distance of 107.80 feet to a point;
South 01°56'50" East, a distance of 133.10 feet to a point;
South 66°58'10" West, a distance of 172.80 feet to a point;
South 72°40'10" West, a distance of 67.30 feet to a point;
North 69°54'27" West, a distance of 133.70 feet to a point;
North 15°23'50" West, a distance of 71.20 feet to a point;
North 13°20'10" East, a distance of 72.70 feet to a point;
North 41°35'10" East, a distance of 65.10 feet to a point;
North 09°46'50" West, a distance of 99.10 feet to a point;
North 74°22'50" West, a distance of 56.20 feet to a point;
North 80°37'50" West, a distance of 108.70 feet to a point;
North 38°56'50" West, a distance of 210.50 feet to a point;
North 19°18'10" East, a distance of 64.70 feet to a point;
North 32°18'10" East, a distance of 68.30 feet to a point;
North 00°42'50" West, a distance of 69.85 feet to a point;
Thence North 88°02'15" East, a distance of 565.40 feet a set 1/2" steel rod;
Thence North 02°30'36" West, a distance of 1,657.98 feet to a metal fence corner post;
Thence North 01°40'30" West, a distance of 1,185.25 feet to the Point of Beginning and containing 112.434 acres of land.

TRACT 2 Legal Description

Situated in the County of Grayson, State of Texas, being a part of Ralston W. Adams Survey, Abstract No. 18 also being a part of G.R. Reeves Survey, Abstract No. 1020, and being that 38.00 acre tract of land conveyed to Lamberth Hickery Hill, LLC as recorded in Document No. 2018-22906 Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a found P/K nail at intersection of Lamberth Road and Meadow Lake Drive being the northeast corner of said 38.00 are tract;
Thence South 00°36'07" East, a distance of 557.39 feet to a found ½" steel rod;
Thence South 01°40'30" East, a distance of 1,185.25 feet to a Metal Pipe Post being the northwest corner of a 390 acre tract of land conveyed to Grayson County 1078 LTD, recorded in Volume 5141, Page 173, of said Official Public Records;
Thence South 88°40'43" West with the south line of said 38.000 acre tract, a distance of 955.28 feet to a set ½" steel rod;
Thence North 01°18'53" West with the west line of said 38.00 acre tract, a distance of 1,736.08 feet to a set P/K nail, the northwest corner of said 38.000 acre tract
Thence North 88°11'37" East, a distance of 498.65 feet to a found P/K nail;
Thence North 88°23'33" East, a distance of 456.14 feet to the Point of Beginning and containing 38.000 acres of land.

SAVE AND EXCEPT THE FOLLOWING TWO TRACTS:

Multifamily Legal Description

BEING a tract of land situated in the City of Sherman, Grayson County, Texas, being a part of the Ralston W. Adams Survey, Abstract No. 18, being a part of a called 38.00 acre tract of land described in Warranty Deed to Lamberth Hickery Hill, LLC, recorded in Document No. 2018-22906, Official Public Records, Grayson County, Texas (O.P.R.G.C.T.) and being more particularly described as follows:

BEGINNING at a metal pipe post found at the southeast corner of said 38.00 acre tract of land and the northeast corner of a called 1,078.81 acre tract of land described in a Special Warranty Deed to Grayson County 1078, LTD., recorded in Volume 5141, Page 173, O.P.R.C.G.T.;

THENCE South 88 degrees 41 minutes 45 seconds, a distance of 955.28 feet along the south line of said 38.00 acre tract of land and the north line of said 1,078.81 acre tract of land to a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4709", said iron being the southwest corner of said 38.00 acre tract of land and the southeast corner of a called 51.418 acre tract of land described in a Partition Warranty Deed to JBH Partners, LTD., recorded in Document No. 2018-23057, O.P.R.G.C.T.,

THENCE North 01 degrees 18 minutes 15 seconds, a distance of 902.07 feet along the west line of said 38.00 acre tract of land and the east line of said 51.418 acre tract of land to a capped iron rod found for corner, said capped iron rod being at the intersection of the south line of said 4.340 acre tract of land, the west line of said 38.00 acre tract of land and the east line of said 51.418 acre tract of land, from which a MAG nail with a shiner found at the northwest corner of said 38.00 acre tract of land and northeast of said 51.418 acre tract of land bears North 01 degrees 18 minutes 15 seconds, passing at a distance of 88.15 feet a capped iron rod found for corner and continuing a total distance of 834.01 feet;

THENCE over and across said 38.00 acre tract of land and along the south line of said 4.340 acre tract of land, the following courses and distances;

> In a northeasterly direction, a distance of 126.49 feet, having a central angle of 04 degrees 51 minutes 15 seconds, a radius of 1,493.00 feet, a tangent length of 63.28 feet and whose chord bears North 73 degrees 57 minutes 50 seconds East a distance of 126.45 feet to a capped iron rod for corner;
>
> North 71 degrees 32 minutes 12 seconds East, a distance of 293.59 feet to a capped iron rod found for corner, said capped iron rod being at the beginning of a tangent curve to the right;
>
> In a northeasterly direction, a distance of 177.09 feet, having a central angle of 07 degrees 12 minutes 41 seconds, a radius of 1,407.00 feet, a tangent length of 88.66 feet and whose chord bears North 75 degrees 08 minutes 33 seconds East a distance of 176.97 feet to a point for corner;

THENCE over and across said 38.00 acre tract of land, , the following courses and distances;

South 00 degrees 26 minutes 25 seconds East, a distance of 206.96 feet to a point for corner;

North 89 degrees 32 minutes 52 seconds East, a distance of 311.58 feet to a point for corner;

South 00 degrees 27 minutes 08 seconds East, a distance of 216.22 feet to a point for corner, said point being at the beginning of a tangent curve to the left;

In a southeasterly direction, a distance of 434.08 feet, having a central angle of 21 degrees 25 minutes 19 seconds, a radius of 1,161.00 feet, a tangent length of 219.60 feet and whose chord bears South 11 degrees 09 minutes 48 seconds East a distance of 431.55 feet to a point for corner;

South 01 degrees 39 minutes 52 seconds East, a distance of 209.38 feet to the **POINT OF BEGINNING** and containing 851,798 square feet or 19.555 acres of land.

LEGAL DESCRIPTION

BEING 24.680 ACRES OF LAND, situated in the William Thompson Survey, Abstract No. 1209 in Grayson County, Texas, being part of a called 145.33 acre tract of land described in deed to Hickery Hill, LLC. As recorded in Volume 5691, Page 715 Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described as follows:

Commencing at 5/8 inch iron rod found for the northwest corner of said 145.33 acre tract, also being the northwest corner of a 4.770 acre Right-of-Way (ROW) dedication for Lamberth Rd as described in deed to the City of Sherman as recoded in Document No. 2022-805 of the O.P.R.G.C.T., also being the called northwest corner of said William Thompson Survey and the called southwest corner of the James H. Vaden Survey Abstract No. 1288; Thence with the west line of said 145.33 acre tract, the west line of said 4.770 acre Lamberth ROW dedication, the called west line of said William Thompson Survey, also being the called east line of the Ralston W. Adams Survey Abstract No. 18, South 01° 40’ 30” East, a distance of 102.00 feet to the southwest corner of said 4.770 acre Lamberth ROW dedication; Thence with the south line of said 4.770 acre Lamberth ROW dedication North 88° 42’ 38” East, a distance of 44.35 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“ (North 7,290,495.30, East 2,527,508.57) for the Point of Beginning of herein described tract;

Thence continuing with south line of said 4.770 acre Lamberth ROW dedication North 88° 42’ 38” East, a distance of 771.00 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“;

Thence over and across said 145.33 acre tract, South 00° 38’ 23” East, a distance of 418.92 feet to 1/2 inch iron rod with Cap set stamped “TTL Inc Property Corner”;

Thence continuing over and across said 145.33 acre tract, South 39° 53’ 33” East a distance of 586.31 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“;

Thence continuing over and across said 145.33 acre tract, South 50° 06’ 27” West a distance of 886.72 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“;

Thence continuing over and across said 145.33 acre tract, North 39° 27’ 44” West a distance of 381.71 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“ for the Point of Curvature of a circular curve to the right having a radius of 1075.00 feet a central angle of 39° 00’ 36” and a chord that bears North 19° 57’ 26” West a distance of 717.86 feet;

Thence continuing over and across said 145.33 acre tract and the arc of the previous mentioned curve a distance of 731.91 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“;

Thence continuing over and across said 145.33 acre tract, North 00° 27’ 08” West a distance of 430.21 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“;

Thence continuing over and across said 145.33 acre tract, North 44° 07’ 45” East a distance of 28.49 feet to the Point of Beginning, containing 24.68 acres of land.

EXHIBIT B
Reserved

EXHIBIT C
Concept Plan

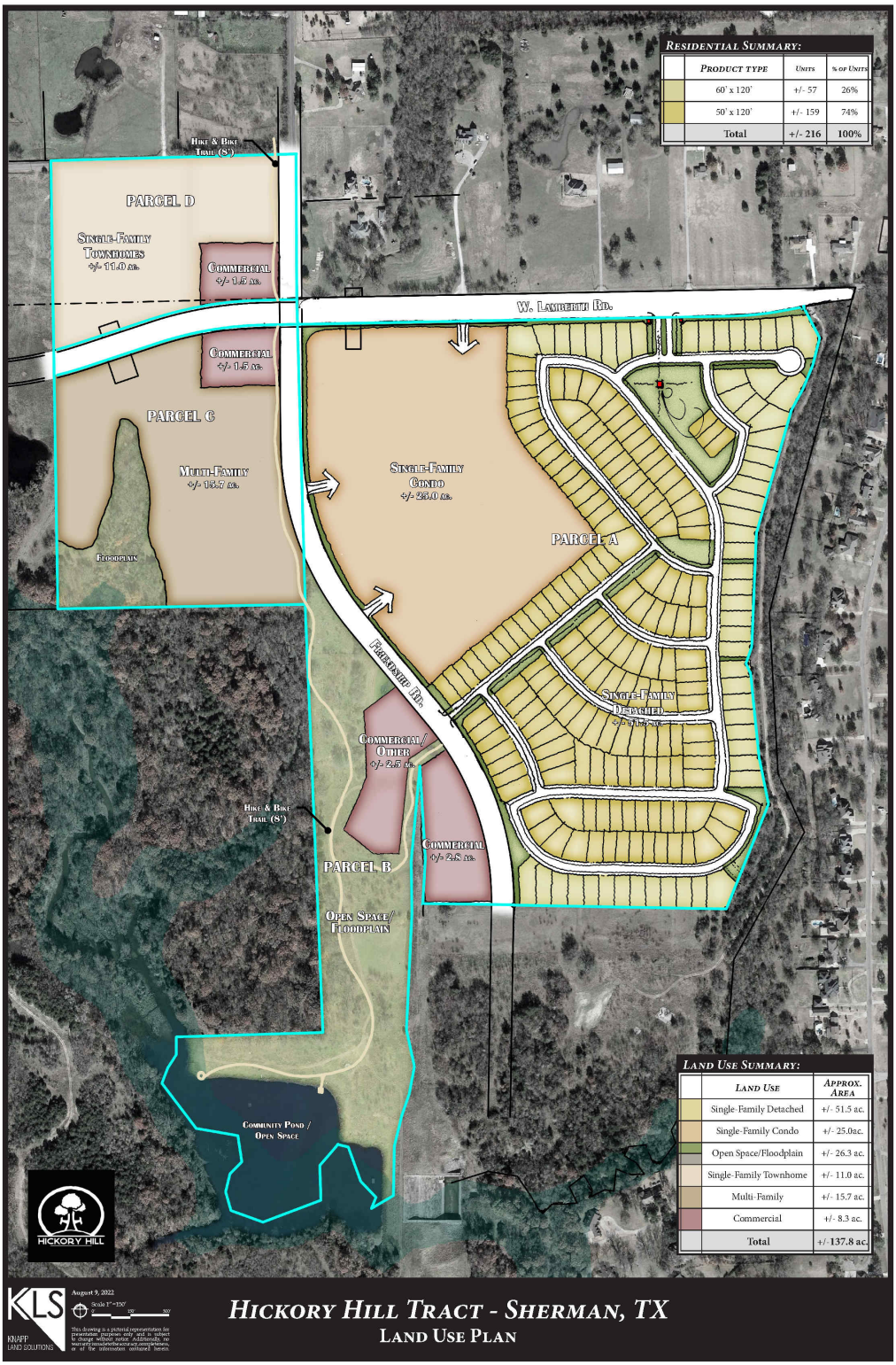


EXHIBIT D
Public Infrastructure

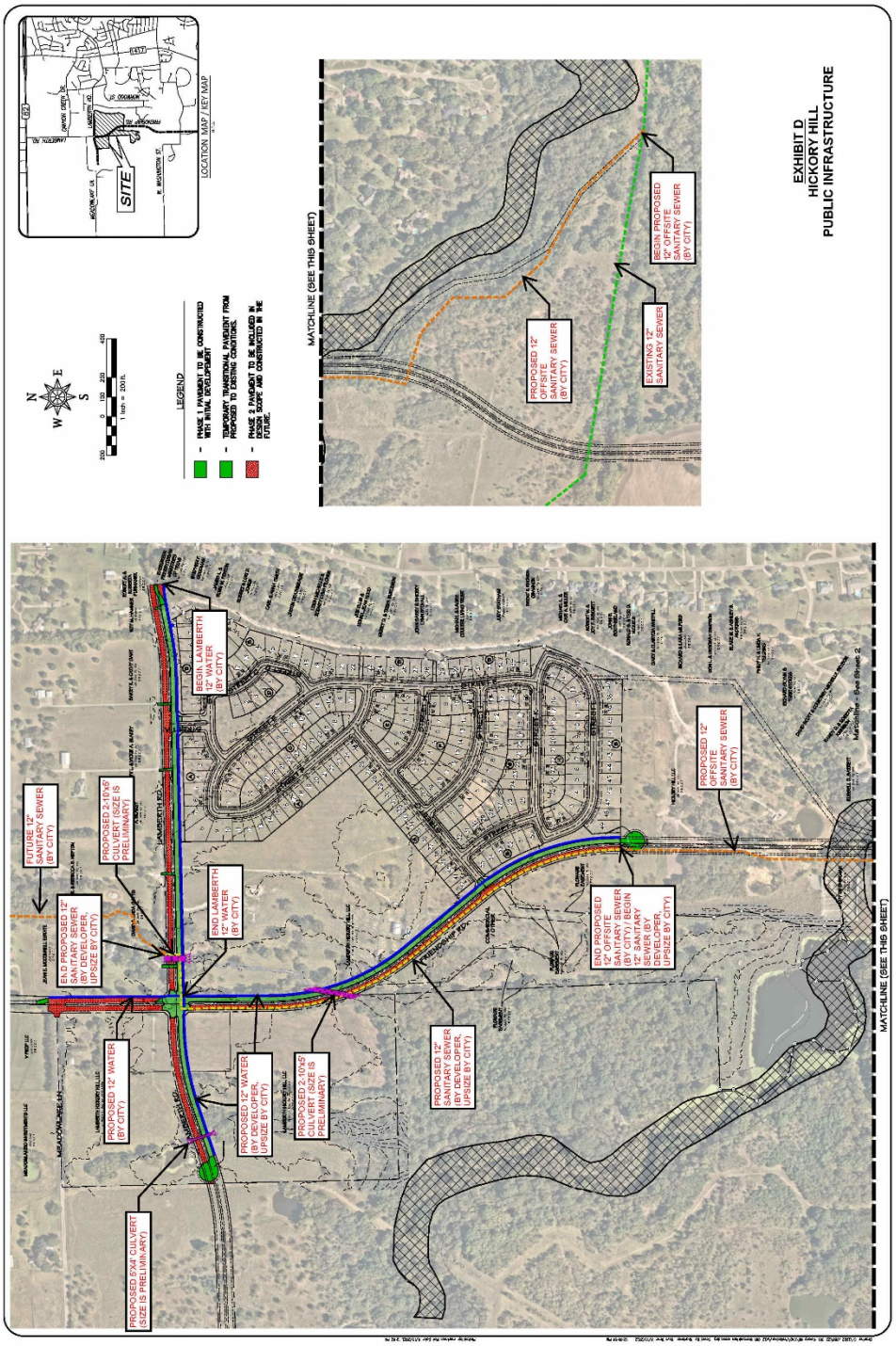


EXHIBIT D-1
On-Site Sewer Line Extensions and On-Site Water Line Extensions

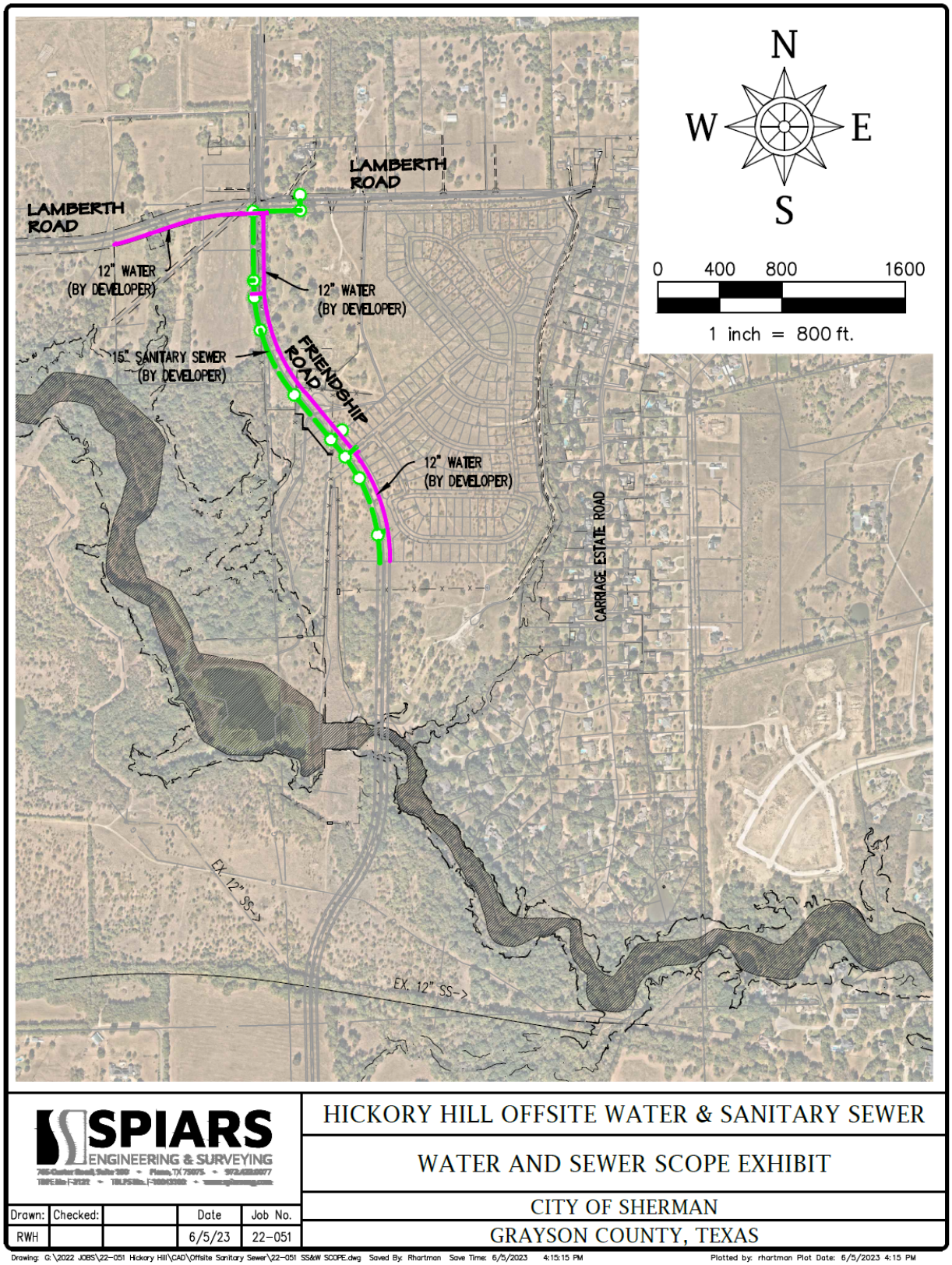


EXHIBIT E
Agreed Form of Deed

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

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

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

As used herein, the following terms shall have the following meanings:

Effective Date: _____, 20____

Grantor: _____

Grantor's Mailing Address: _____
_____

Grantee: CITY OF SHERMAN, TEXAS, a home-rule municipality

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

___ ± acres of land, situated in the _____ Survey, Abstract No. _____, City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein for all purposes ("Property").

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property, including any right, title and interest in and to adjacent streets, roads, alleys or rights-of-way; all oil, gas and other minerals; and any improvements, fixtures, and personal property situated on or attached to the Property.

Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances, if any, listed on Exhibit 2, attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of roadway or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

When the context requires, singular nouns and pronouns include the plural.

[*Signature pages follow*.]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 20__.

GRANTOR:

_____,
a _____

By: _____

Printed Name: _____

Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

AGREED AND ACCEPTED:

CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ROBBY HEFTON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
Linda Ashby, City Clerk

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

By: _____
Ryan D. Pittman, City Attorney

PARTIAL RELEASE OF LIEN

The undersigned, being the holder of the lien against all or a portion of the Property evidenced by:

hereby consents to the execution of the foregoing Deed and hereby releases the Property from the lien or lien(s) described above.

_____,
a _____

By: _____
_____, _____

STATE OF _____ §
§
COUNTY OF _____ §

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

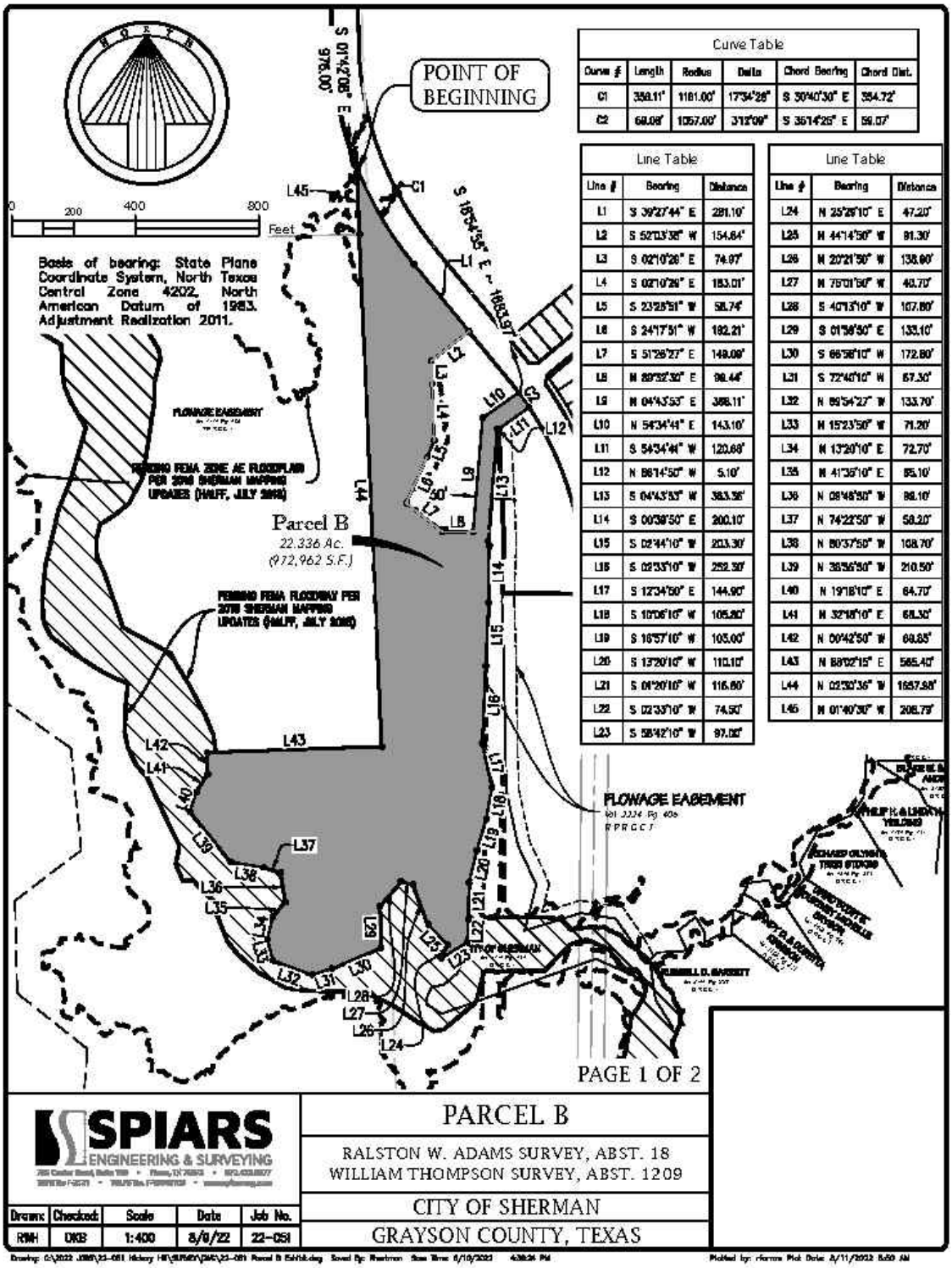
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of _____
My Commission Expires:_____

Exhibit 1
Legal Description of the Property

Exhibit 2
Permitted Exceptions

EXHIBIT F
Legal Description of Parkland Tract



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
C1	358.11'	1181.00'	17°34'28"	S 30°40'30" E	354.72'
C2	68.08'	1057.00'	3°42'09"	S 35°14'25" E	68.07'

Line Table		
Line #	Bearing	Distance
L1	S 39°27'44" E	281.10'
L2	S 52°03'35" W	154.64'
L3	S 02°10'29" E	74.97'
L4	S 02°10'29" E	183.01'
L5	S 23°25'51" W	58.74'
L6	S 24°17'51" W	182.21'
L7	S 51°29'27" E	148.09'
L8	N 89°52'30" E	98.44'
L9	N 04°43'53" E	388.11'
L10	N 54°34'44" E	143.10'
L11	S 54°34'44" W	120.68'
L12	N 86°14'50" W	5.10'
L13	S 04°43'53" W	383.56'
L14	S 00°39'50" E	200.10'
L15	S 02°44'10" W	203.30'
L16	S 02°33'10" W	252.30'
L17	S 12°34'50" E	144.90'
L18	S 10°06'10" W	105.80'
L19	S 16°57'10" W	105.00'
L20	S 13°20'10" W	110.10'
L21	S 01°20'10" W	116.60'
L22	S 02°33'10" W	74.50'
L23	S 58°42'10" W	97.00'

Line Table		
Line #	Bearing	Distance
L24	N 25°29'10" E	47.20'
L25	N 44°14'50" W	91.30'
L26	N 20°21'50" W	135.60'
L27	N 75°01'50" W	40.70'
L28	S 40°13'10" W	107.80'
L29	S 01°39'50" E	133.10'
L30	S 66°56'10" W	172.80'
L31	S 72°40'10" W	67.30'
L32	N 89°54'27" W	133.70'
L33	N 15°23'50" W	71.20'
L34	N 13°20'10" E	72.70'
L35	N 41°35'10" E	85.10'
L36	N 08°48'50" W	86.10'
L37	N 74°22'50" W	58.20'
L38	N 80°37'50" W	108.70'
L39	N 38°56'50" W	210.50'
L40	N 19°18'10" E	64.70'
L41	N 32°48'10" E	68.30'
L42	N 00°42'50" W	69.85'
L43	N 88°02'15" E	585.40'
L44	N 02°32'36" W	1657.98'
L45	N 01°40'30" W	208.79'

EXHIBIT G
Opinion of Probable Cost for Roadway Improvements

BID TABULATION
HICKORY HILL DEVELOPMENT
LAMBERTH RD IMPROVEMENTS
SHERMAN, TX
7/5/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
6.00	LAMBERTH RD IMPROVEMENTS (SHARED OFF-SITE)				
6.01	Construction Staking	1	LS	$56,708.00	$56,708.00
6.02	Remove Exist Base and HMAC Paving	3,840	SY	$12.00	$46,080.00
6.03	Remove Exist Flexbase Driveway	2	EA	$1,725.00	$3,450.00
6.04	Construct Flexbase Driveway Extension	276	SY	$18.00	$4,968.00
6.05	Silt Fence	6,500	LF	$1.90	$12,350.00
6.06	Curlex behind BOC	5,621	LF	$1.30	$7,307.30
6.07	Inlet Protection	12	EA	$275.00	$3,300.00
6.08	Remove Type III Barricade	1	EA	$500.00	$500.00
6.09	Rock Check Dam	175	LF	$45.00	$7,875.00
6.10	Stone Overflow Structure	10	EA	$400.00	$4,000.00
6.11	Construction Entrance	2	EA	$2,900.00	$5,800.00
6.12	Clearing and Grubbing	6.7	AC	$1,500.00	$10,050.00
6.13	Unclassified Excavation	21,579	CY	$2.90	$62,579.10
6.14	Encasement and Venting of Existing Gasline	1	EA	$87,500.00	$87,500.00
6.15	8" Reinf. Concrete Pavement, Curb & Gutter - 25' B-B Section (Thoroughfare)	10,383	SY	$70.50	$732,001.50
6.16	6" Lime Stabilized Subgrade (1' outside BOC)	11,059	SY	$3.15	$34,835.85
6.17	11.5% Hydrated Lime (30#/SY)	166	TONS	$318.00	$52,788.00
6.18	Temporary Transition/Turnaround	1,638	SY	$87.10	$142,669.80
6.19	6" Concrete Driveway	552	SY	$90.96	$50,204.40
6.20	Directional Barrier Free Ramps	2	EA	$2,850.00	$5,700.00
6.21	Bi-Directional Barrier Free Ramps	4	EA	$2,850.00	$11,400.00
6.22	Construct Street Header	266	LF	$15.00	$3,990.00
6.23	Instal Type III Barricade	302	LF	$89.00	$26,878.00
6.24	5' Sidewalk (4" thk)	13,450	SF	$7.70	$103,565.00
6.25	METAL BEAM GUARD FENCE	423	LF	$82.75	$35,003.25
6.26	SIGN - SPEED LIMIT	1	EA	$375.00	$375.00
6.27	SIGN - STREET	3	EA	$375.00	$1,125.00
6.28	SIGN - STREET WITH STOP	5	EA	$395.00	$1,975.00
6.29	Pavement Striping	1	LS	$24,900.00	$24,900.00
6.30	Traffic Control	1	LS	$44,100.00	$44,100.00
6.31	Paving Performance, Payment, & Maintenance Bond (2 yr)	1	LS	$15,975.00	$15,975.00
6.32	18" RCP (Class III)	1,137	LF	$78.51	$89,265.87
6.33	21" RCP (Class III)	249	LF	$85.89	$21,386.61
6.34	24" RCP (Class III)	42	LF	$102.68	$4,312.56
6.35	27" RCP (Class III)	428	LF	$131.35	$56,217.80
6.36	33" RCP (Class III)	556	LF	$172.25	$95,771.00
6.37	42" RCP (Class III)	92	LF	$220.77	$20,310.84
6.38	48" RCP (Class III)	217	LF	$261.63	$56,773.71
6.39	12'x5' RCB	269	LF	$1,646.88	$443,010.72
6.40	6' x 4' RCB	350	LF	$568.12	$198,842.00
6.41	18" Plug	9	EA	$500.00	$4,500.00
6.42	42" Plug	1	EA	$1,200.00	$1,200.00
6.43	4' Manhole	4	EA	$4,500.00	$18,000.00
6.44	6' Manhole	1	EA	$6,250.00	$6,250.00
6.45	3'x3' 'Y' Inlet	2	EA	$4,100.00	$8,200.00
6.46	10' Recessed Curb Inlet	10	EA	$5,647.12	$56,471.20
6.47	18" Sloped End Headwall	2	EA	$1,850.00	$3,700.00
6.48	24" Sloped End Headwall	2	EA	$2,250.00	$4,500.00
6.49	27" Type B Headwall	1	EA	$3,250.00	$3,250.00
6.50	6' x 4' Type B Headwall	2	EA	$48,569.20	$97,138.40
6.51	Dbl 12' x 5' Parallel Headwall	2	EA	$60,101.92	$120,203.84

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
6.52	Trench Safety	3,340	LF	$0.99	$3,306.60
6.53	Storm Sewer CCTV and Testing	3,340	LF	$2.61	$8,717.40
6.54	Storm Sewer Performance, Payment, & Maintenance Bond (2 yr)	1	LS	1.25%	$16,516.61
				TOTAL LAMBERTH RD IMPROVEMENTS (SHARED OFF-SITE)	$2,937,798.36
				SUBTOTAL CITY CONTRIBUTION	$1,683,411.98
				CITY CONTINGENCY (10%)	$168,341.20
				TOTAL CITY CONTRIBUTION	$1,851,753.18
				DEVELOPER CONTRIBUTION	$1,254,386.38

BID TABULATION
HICKORY HILL DEVELOPMENT
FRIENDSHIP RD IMPROVEMENTS
SHERMAN, TX
7/5/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
7.00	FRIENDSHIP RD IMPROVEMENTS (SHARED OFF-SITE)				
7.01	Construction Staking	1	LS	$44,166.00	$44,166.00
7.02	Silt Fence	5,059	LF	$1.95	$9,865.05
7.03	Stone Overflow Structure	13	EA	$400.00	$5,200.00
7.04	Rock Check Dam	378	LF	$45.00	$17,010.00
7.05	Curlex behind BOC	4,880	LF	$1.30	$6,344.00
7.06	Remove Type III Barricade	1	LF	$500.00	$500.00
7.07	Inlet Protection	10	EA	$275.00	$2,750.00
7.08	Construction Entrance	2	EA	$2900.00	$5,800.00
7.09	Clearing and Grubbing	5.7	AC	$1500.00	$8,550.00
7.10	Unclassified Excavation	18,432	CY	$2.90	$53,452.80
7.11	8" Reinf. Concrete Pavement, Curb & Gutter - 25' B-B Section (Thoroughfare)	7,495	SY	$70.50	$528,397.50
7.12	6" Lime Stabilized Subgrade (1' outside BOC)	8,039	SY	$3.15	$25,322.85
7.13	11.5% Hydrated Lime (30#/SY)	121	TONS	$318.00	$38,478.00
7.14	Directional Barrier Free Ramps	2	EA	$2850.00	$5,700.00
7.15	Construct Street Header	25	LF	$15.00	$375.00
7.16	5' Sidewalk (4" thk)	11,870	SF	$7.70	$91,399.00
7.17	METAL BEAM GUARD FENCE	234	LF	$76.00	$17,784.00
7.18	SIGN - SPEED LIMIT	5	EA	$375.00	$1,875.00
7.19	SIGN - STREET	2	EA	$375.00	$750.00
7.20	Pavement Striping	1	LS	$15170.00	$15,170.00
7.21	Traffic Control	1	LS	$15475.00	$15,475.00
7.22	Performance, Payment, & Maintenance Bond (2 yr)	1	LS	$11325.00	$11,325.00
7.23	18" RCP (Class III)	1,250	LF	$78.51	$98,137.50
7.24	24" RCP (Class III)	159	LF	$102.68	$16,326.12
7.25	42" RCP (Class III)	56	LF	$220.77	$12,363.12
7.26	48" RCP (Class III)	592	LF	$261.63	$154,884.96
7.27	60" RCP (Class III)	30	LF	$394.25	$11,827.50
7.28	10' x 5' RCB	328	LF	$1341.78	$440,103.84
7.29	5' x 5' RCB	150	LF	$490.86	$73,629.00
7.30	18" Plug	7	EA	$500.00	$3,500.00
7.31	42" Plug	1	EA	$1200.00	$1,200.00
7.32	60" Plug	1	EA	$1500.00	$1,500.00
7.33	4' Manhole	2	EA	$4500.00	$9,000.00
7.34	6' Manhole	1	EA	$6250.00	$6,250.00
7.35	7'x7' Junction Box	1	EA	$12,000.00	$12,000.00
7.36	10' Recessed Curb Inlet	10	EA	$5,647.12	$56,471.20
7.37	5' x 5' Type B Headwall	1	EA	$26,678.00	$26,678.00
7.38	Dbl 10' x 5' Parallel Headwall	2	EA	$64,282.56	$128,565.12
7.39	Trench Safety	2,705	LF	$0.99	$2,677.95
7.40	Storm Sewer CCTV and Testing	2,705	LF	$2.61	$7,060.05
7.41	Storm Sewer Performance, Payment, & Maintenance Bond (2 yr)	1	LS	1.25%	$13,277.18
	TOTAL FRIENDSHIP RD IMPROVEMENTS (SHARED OFF-SITE)				$1,981,140.74

SUBTOTAL CITY CONTRIBUTION	$1,088,083.48
CITY CONTINGENCY (10%)	$108,808.35
TOTAL CITY CONTRIBUTION	$1,196,891.83
DEVELOPER CONTRIBUTION	$893,057.26

SECOND AMENDED AND RESTATED HICKORY HILL MASTER DEVELOPMENT AGREEMENT

This Second Amended and Restated Hickory Hill Master Development Agreement (this "Agreement") is entered into by and between **Sherman Hickory Hill LLC**, a Texas limited liability company (the "Developer"), and the **City of Sherman, Texas**, a home-rule municipality of the State of Texas (the "City," and collectively with the Developer, the "Parties"), to be effective on the date on which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

WHEREAS, the parties entered into that certain Master Development Agreement dated August 18, 2022, which was filed for record on September 23, 2022, under Instrument No. 2022-31870 in the Grayson County Real Property Records ("Original Agreement"); and

WHEREAS, the parties entered into that certain Amended and Restated Master Development Agreement dated July 18, 2023, which was filed for record on July 20, 2023, under Instrument No. 2023-18667 in the Grayson County Real Property Records ("First Amendment"), which amended, restated and replaced the Original Agreement; and

WHEREAS, the parties desire to amend and restate the First Amendment as set forth in this Agreement and to agree as set forth herein; and

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, after the Effective Date of the Original Agreement, Developer conveyed portions of the property described in Exhibit A to the Original Agreement, so that as of the Effective Date (hereinafter defined) of this Agreement, the Developer represents and warrants that it is the sole owner of the real property described by metes and bounds in **Exhibit A** (collectively, the "Property"); and

WHEREAS, the Property is located wholly within the limits of the City and not within the extraterritorial jurisdiction or corporate limits of any other municipality; and

WHEREAS, the City Council zoned the Property as a Planned Development pursuant to City Ordinance No. 6492, adopted by the City Council on June 6, 2022 (the "PD"); and

WHEREAS, the Parties intend that the Property will be developed in accordance with an agreed concept plan ("Concept Plan"), as shown on **Exhibit C** attached hereto and incorporated herein for all purposes, the City Regulations and other terms and conditions set forth in this Agreement; and

WHEREAS, the Developer is developing the Property as a single-family development in phases consistent with the Concept Plan, the City Regulations and the terms and conditions of this Agreement, at Developer's sole cost and expense, which such development will include, without limitation, the Developer's design, construction, installation and development of all collector streets, residential streets, utilities, drainage, parks and trails improvements and all other

infrastructure required to serve the Property (other than the City Infrastructure (hereinafter defined)), collectively, the "Developer Infrastructure"); and

WHEREAS, although Developer acknowledges and agrees that the Developer is solely responsible and liable for completing and paying the costs of the Developer Infrastructure and that the City has no such responsibility or liability, Developer has asked the City to complete portions of the Developer Infrastructure, at the sole cost and expense of the Developer, consisting of the following: (i) approximately 3,280 linear feet of an extension of the City's proposed fifteen-inch (15") sewer line along the portions of Lamberth Road and Friendship Road that are on or directly adjacent to the Property (the "On-Site Sewer Line Extensions"); (ii) approximately 3,500 linear feet of an extension of the City's proposed twelve-inch (12") water line along the portions of Lamberth Road and Friendship Road that are on or directly adjacent to the Property (the "On-Site Water Line Extensions"), as depicted in on **Exhibit D-1**, attached hereto and incorporated herein for all purposes; and

WHEREAS, City has agreed to design, construct, install and develop the On-Site Sewer Line Extensions and the On-Site Water Line Extensions provided that Developer pay the costs and expenses of the same in accordance with the terms of this Agreement and further provided that Developer complies with all of its other obligations under this Agreement; and

WHEREAS, in addition to completing or causing the completion of the Developer Infrastructure, the Developer desires to convey to the City, at no cost to the City, the Parkland Tract as described below; and

WHEREAS, provided that Developer complies with all of its obligations under this Agreement, the City will design, construct, install and develop, at its sole cost and expense except as otherwise stated in this Agreement, certain infrastructure and improvements on the Property in phases consistent with the Concept Plan, the City Regulations and the terms and conditions of this Agreement, which will include, without limitation, the following (collectively, the "City Infrastructure"): (i) certain off-site improvements that will be located outside of the Property, consisting of (a) approximately 3,650 linear feet of an extension of the City's existing twelve inch (12") sewer line (the "Sewer Line Extension"); (b) the extension and upsizing of the City's existing water line along Lamberth Road (the "Water Line Extension"); (c) the improvement of Lamberth Road from the western boundary of Carriage House Estates to the western limits of Hickory Hill boundary, consisting of approximately 3,100 linear feet of a twenty-five-foot-wide concrete roadway and all necessary appurtenances thereto, a minimum five-foot-wide sidewalk along one side of the roadway, and necessary drainage improvements (collectively, the "Lamberth Road Improvements"); and (d) the improvement of Friendship Road from the Lamberth Road intersection south along the length of the Hickory Hill Development, consisting of approximately 2,600 linear feet of a twenty-five-foot-wide concrete roadway and all necessary appurtenances thereto, a minimum five-foot-wide sidewalk along one side of the roadway, and necessary drainage improvements (collectively, the "Friendship Road Improvements"); and

WHEREAS, the improvements set forth on **Exhibit D**, attached hereto and incorporated herein for all purposes, consist of both the Developer Infrastructure and the City Infrastructure, and include on-site and off-site public improvements and infrastructure that are designated to serve

the development of the Property and are considered public infrastructure (the "Public Infrastructure"); and

WHEREAS, upon Developer's completion and construction of any Public Infrastructure, Developer will dedicate such Public Infrastructure to the City for use and maintenance, subject to the City's final review and approval of the same as set forth in this Agreement; and

WHEREAS, Developer and City will design, construct and install the Developer Infrastructure and the City Infrastructure, respectively, in multiple phases of development as set forth in this Agreement; and

WHEREAS, this Agreement is intended to establish certain restrictions and requirements regarding the development of the Property, and to provide for the construction of the Developer Infrastructure and City Infrastructure, and the funding of the Public Infrastructure, which provide a special benefit to the Property; and

WHEREAS, the managed growth described in this Agreement will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases the City's tax base.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City Council means the City Council of the City.

City Infrastructure means certain on-site improvements and off-site improvements that will be located away from the Property, including, but not limited to, the Sewer Line Extension, the Water Line Extension along Lamberth Road, the Lamberth Road Improvements and the Friendship Road Improvements.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement as they presently exist and as they may be amended in the future, which shall include, without limitation, the PD.

Concept Plan means the concept plan attached hereto as **Exhibit C**.

Developer Infrastructure means all collector streets, residential streets, utilities, drainage, and other infrastructure required to serve the Property.

Eminent Domain Fees means all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses and appraiser and expert witness fees paid or incurred by the City in the exercise of its eminent domain powers.

End-Buyer means any developer, homebuilder, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot, including without limitation a builder who acquires a lot with the intent to construct a single-family residence on the lot.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the real property records of Grayson County.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Oversized Facilities means the water and sanitary sewer lines, oversized to a size greater than is necessary to serve the Property, as determined by the City.

Owners' Association means each of the owners' associations that the Developer will create throughout the Property as set forth in this Agreement.

PD means the Planned Development zoned by the City pursuant to City Ordinance No. 6492, adopted by the City Council on June 6, 2022.

Public Infrastructure means the Developer Infrastructure and the City Infrastructure including on-site and off-site public improvements and infrastructure that is designated to serve the development of the Property and is more particularly described in **Exhibit D**.

Sewer Line Extension means the extension of the City's existing twelve-inch (12"), approximately 3,650 linear feet from the existing twelve-inch (12") sewer line to the southern boundary of the development and is more particularly described in **Exhibit D**.

Water Line Extension means the extension and upsizing of the City's existing water line along Lamberth Road and is more particularly described in **Exhibit D**.

ARTICLE III
CONSTRUCTION OF PUBLIC INFRASTRUCTURE

3.1 Construction of Developer Infrastructure. The Developer and the City will design, construct, install and develop the Public Infrastructure in the manner set forth herein.

(a) Developer Infrastructure. The Developer agrees to construct, at the Developer's sole cost and expense, the on-site water, sanitary sewer, streets and on-site storm drainage system, sized solely to serve the Property. The City will be obligated to bear and pay any and all costs, fees, and expenses, including, but not limited to, engineering and design costs, permitting costs, construction costs, bonds, or other fees/expenses for any

change, required by the City, to increase the size of the sanitary sewer to a size greater than is necessary to serve the Property (the "Oversized Facilities"). The Developer shall provide the City with thirty (30) days' written notice of the Developer's intent to proceed with the design of the sanitary sewer. The City shall then have thirty (30) days to notify the Developer whether the City requires the Oversized Facilities. If the City requires the Oversized Facilities, the Parties agree to enter into a mutually agreeable oversize participation agreement that confirms the funding or reimbursement of the Oversized Facilities, under which the City will agree to pay its pro-rata share of the Oversized Facilities pursuant to said agreement.

(b) Off-Site Sewer Line Extension. The City agrees to start the design of, obtain necessary rights-of-way and/or easements for, at the sole cost and expense of the City, the Off-Site Sewer Line Extension promptly after the Effective Date of the Original Agreement and allow the Developer to commence construction of the Off-Site Sewer Line Extension promptly after approval of the final design plans and after all such necessary rights-of-way and/or easements are acquired by the City, provided that the Developer is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated by the parties. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All easements within the Property that are needed for Sewer Line Extension shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Sewer Line Extension. Construction of the Off-Site Sewer Line Extension shall commence when the Developer commences construction of Phase 1 of the development provided that the City has acquired all necessary rights-of-way and/or easements for the Off-Site Sewer Line Extension at that time.

(c) Water Line Extension. The City agrees to start the design of, obtain necessary easements , at the sole cost and expense of the City, the Water Line Extension along Lamberth Road promptly after the Effective Date of the Original Agreement and to allow the Developer to commence construction of the Water Line Extension promptly after approval of the final design plans , provided that the Developer is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated by the parties. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All easements within the Property that are needed for Water Line Extension shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Water Line Extension. Construction of the Water Line Extension shall commence when the Developer commences construction of Phase 1 of the development.

(d) Roads.

(i) Lamberth Road Improvements. The Developer shall be responsible for dedicating to the City one hundred percent (100%) of the fee simple right-of-way and other easements not already obtained by the City and deemed necessary by the City for the Lamberth Road Improvements which run along the northern boundary of the Property, as shown on the Concept Plan. The City agrees to fund

all of the cost to design the Lamberth Road improvements. The City agrees to fund part of the actual costs of construction of the Lamberth Road Improvements up to an amount equal to $1,851,753.18, provided that Developer funds the balance of such costs and is in full compliance with all of its obligations under this Agreement, pursuant to a separate reimbursement agreement to be negotiated and approved by the parties. Attached in **Exhibit G** is the Estimated Costs to construct both the Lamberth Road Improvements and Friendship Road Improvements. The City agrees to start design of the Lamberth Road Improvements promptly after the Effective Date of the Original Agreement and allow Developer to commence construction of the Lamberth Road Improvements promptly after approval of the final design plans provided that the Developer is in full compliance with all of its obligations under this Agreement. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All fee simple right-of-way and easements that are needed for the Lamberth Road Improvements within the Property shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Lamberth Road Improvements.

(ii) Friendship Road Improvements. The Developer shall be responsible for dedicating to the City one hundred percent (100%) of the fee simple right-of-way and other easements necessary for the Friendship Road Improvements which run along the center of the Property, as shown on the Concept Plan. The Developer will receive credit for the conveyance of such property interests in the amount of $183,487.50 (the "Conveyance Credit") against the Developer's share of the construction cost of the Friendship Road Improvements. The City agrees to fund all of the cost to design the Friendship Road improvements. The City agrees to fund part of the actual costs of construction of the Friendship Road Improvements up to an amount equal to $1,196,891.83, provided that Developer funds the balance of such costs less the amount of the Conveyance Credit and is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated and approved by the parties. Attached in **Exhibit G** is the Estimated Costs to construct both the Lamberth Road Improvements and Friendship Road Improvements. The City agrees to start design of the Friendship Road Improvements promptly after the Effective Date of the Original Agreement and allow Developer to commence construction of the Friendship Road Improvements promptly after approval of the final design plans, provided that the Developer is in full compliance with all of its obligations under this Agreement. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All fee simple right-of-way and easements that are needed for the Friendship Road Improvements within the Property shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Friendship Road Improvements.

(e) City Construction of Certain Developer Infrastructure.

(i) On-Site Sewer Line Extensions. In exchange for Developer's payment to City of the construction costs of the On-Site Sewer Line Extensions as

described herein, the City agrees to design and construct the On-Site Sewer Line Extensions promptly after the Effective Date of this Agreement, provided that the Developer is in full compliance with all of its obligations under this Agreement. All easements within the Property that are needed for the On-Site Sewer Line Extensions shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the On-Site Sewer Line Extensions.

(ii) On-Site Water Line Extensions. In exchange for Developer's payment to City of the construction costs of the On-Site Water Line Extensions as described herein, the City agrees to design and construct the On-Site Water Line Extensions promptly after the Effective Date of this Agreement, provided that the Developer is in full compliance with all of its obligations under this Agreement. All easements within the Property that are needed for the On-Site Water Line Extensions shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the On-Site Water Line Extensions.

(iii) Timeline for Completion. Developer agrees that City shall in no way be liable for and hereby disclaims damages, if any, which may be sustained by Developer and/or the Property resulting, in whole or in part, directly or indirectly, from City's failure to commence or complete the construction of the On-Site Sewer Line Extensions or the On-Site Water Line Extensions by any certain date and/or as set forth in this Agreement.

(iv) Cost Estimate. Developer represents that the estimate of the construction costs of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions equals One Million One Hundred Thirty-Eight Thousand One Hundred Seven and 53/100 dollars ($1,138,107.53) (the "Estimated Costs"). The phrase "construction costs" as used herein shall mean the actual construction costs, surveying costs, landscape design, geotechnical materials testing and inspection fees associated with the project. The phrase "cost overruns" as used herein shall mean construction costs that may be incurred by City in the construction of the project in excess of the Estimated Costs.

(v) Developer's Payment of the Estimated Costs. Within twenty (20) days of its execution of this Agreement, Developer will pay to City funds equal to the Estimated Costs (the "Escrow Funds") to be held in escrow by City. The Escrow Funds will be available to City to pay for the construction costs associated with the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, and City shall, in its sole discretion, be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions. City shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Developer hereby waives and relinquishes any and all rights or claim to interest earned, if any, on the Escrow Funds. In addition, if any amount of the Escrow Funds remains in the account after City has issued a final acceptance certificate for the construction of the On-Site Sewer Line Extensions and the On-Site Water Line

Extensions, and paid all of the construction costs associated with the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, as solely determined by City ("Remaining Escrow Funds"), Developer shall be entitled to, as its sole property, the Remaining Escrow Funds. Developer shall, within thirty (30) days of receiving written notice from City, tender to City the amount of any cost overruns associated with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions. Notwithstanding any statement to the contrary herein, City and Developer agree that City shall, under no circumstance, be responsible for any part or portion of the construction costs associated, directly or indirectly, with the On-Site Sewer Line Extensions or the On-Site Water Line Extensions.

(vi) Disclaimer/Waiver of Damages/Liability. Developer acknowledges and agrees that City is not providing any guarantee, representation or warranty, and City hereby disclaims any guarantee, representation or warranty, relating to any work performed by City, its contractors, agents, employees, representatives, subcontractors and/or designees, in connection with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, in whole or in part.

DEVELOPER, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, HEIRS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, GRANTEES AND/OR TRUSTEES, HEREBY RELEASE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT/THEY MAY HAVE WITH REGARD TO THE CONSTRUCTION AND/OR COMPLETION OF THE ON-SITE SEWER LINE EXTENSIONS OR THE ON-SITE WATER LINE EXTENSIONS AND/OR OR ANY OTHER ACT AND/OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE ON-SITE SEWER LINE EXTENSIONS OR THE ON-SITE WATER LINE EXTENSIONS, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT.

3.2 Construction of the Infrastructure and Ownership of the Public Infrastructure.

(a) Construction Plans. During each phase of the development of the Property, the Developer shall prepare, or cause to be prepared, plans and specifications for the Developer Infrastructure included in such phase and have them submitted to the City for approval in accordance with this section. The City shall have thirty (30) business days from its acknowledged receipt of the first submittal of construction and/or engineering plans to approve or deny the plans or to provide comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have fifteen (15) business days from its acknowledged receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Final plat(s) for the Property, each of which are required to be approved by the City, shall reflect the locations, rights-of-way and easements for the Public Infrastructure to be located on such platted portion of the Property.

(b) Construction Standards and Inspection. The Public Infrastructure will be installed within the public rights-of-way or in easements granted to the City. The Public Infrastructure shall be constructed and inspected in accordance with applicable state law, City Regulations and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Infrastructure.

(c) Final Acceptance and Ownership. All of the Public Infrastructure shall be owned by the City upon final acceptance of the same by the City using procedures established by City Regulations.

(d) Approval of Plats/Plans. All plats, permits, plans, designs or specifications shall be subject to approval by the City and shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Developer pursuant to this Agreement or the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, employees, officers or agents for the accuracy and competency of its design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations.

3.3 Operation and Maintenance of Public Infrastructure.

(a) Upon inspection, approval and acceptance of part or all of the Public Infrastructure, the City shall maintain and operate the accepted infrastructure pursuant to the City Regulations.

(b) The Developer will construct and each respective Owners' Association shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements, appurtenances or Amenities not maintained and operated by the City.

3.4 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents or easements within sixty (60) days of commencing such efforts to obtain the needed easements and rights-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, the Developer shall be responsible for funding all legal proceeding/litigation costs, attorney's fees and related expenses and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the City's Eminent Domain Fees exceed the amount of funds

escrowed in accordance with this subsection, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits additional Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

ARTICLE IV
CONVEYANCE OF PARKLAND TRACT

4.1 Conveyance. As an additional condition to Developer receiving the benefits described in this Agreement, the Developer shall convey fee simple title, free and clear of any liens and encumbrances, and by Special Warranty Deed, in the form attached hereto as **Exhibit E**, in and to that certain tract of land consisting of 22.336± acres, more particularly described and depicted in **Exhibit F**, attached hereto and incorporated herein for all purposes ("Parkland Tract"). Developer shall perform all acts necessary to convey the Parkland Tract to the City no later than, and as a condition of, the City's approval of a final plat for any portion of the Property. Prior to conveyance of the Parkland Tract and as a condition of such final plat approval, the Developer shall provide to the City a Phase I Environmental Assessment study on the Parkland Tract. The City shall have no obligation to accept the conveyance of the Parkland Tract unless and until the Phase I Environmental Assessment study is complete, indicates no recommendations for cleanup and the certification of the assessment is provided to the City.

4.2 Conditions to Acceptance of Parkland Tract. As additional conditions of the City's acceptance of the Parkland Tract and approval of a final plat for the Property: (a) the Parkland Tract must be conveyed in accordance with this Agreement and at no cost or expense to the City; (b) the Developer shall, at its sole cost and expense, obtain and file releases of any liens and encumbrances affecting any portion of the Parkland Tract, as directed by the City, so that the Parkland Tract may be conveyed free and clear of all liens and encumbrances; (c) the Developer shall, at its sole cost and expense, provide to the City any existing surveys of the Parkland Tract within seven (7) days of the Effective Date of the Original Agreement; (d) the Developer shall pay all costs associated with conveying the Parkland Tract, including the costs of: (i) title commitments from a title company selected by the City along with copies of all exception documents; (ii) an owner's title policy for the Parkland Tract in a form acceptable to the City; (iii) taxes prorated to date of closing; (iv) recording fees; (v) charges or fees collected by the title company; and (vi) fees for any other service in connection with the conveyance of the Parkland Tract to the City; (e) the Developer shall deliver to City the sum of One Hundred Thousand and 00/100 dollars ($100,00) within seven (7) days of the Effective Date, and after such delivery and City's acceptance of the Parkland Tract, City shall improve the Parkland Tract with funds in amount not less than One Hundred Thousand and 00/100 dollars ($100,00). The parties agree that the issuance of an owner's title policy for the Parkland Tract shall be a condition precedent to the City's obligations under this Agreement. For purposes of issuance of the title policy described in this Agreement only, the parties agree that the total value of the Parkland Tract is Four Hundred Twenty Thousand and 00/100 dollars ($420,000).

ARTICLE V
FORMATION OF OWNERS' ASSOCIATION

The Developer will create an Owners' Association within the Property, which shall be required to levy and collect from each End-Buyer annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls and all other improvements for which the Owners' Association is responsible for maintaining within the Property. Common areas, including but not limited to all landscaped entrances to the Property and right-of-way landscaping, shall be maintained solely by the Owners' Association. Maintenance of public rights-of-way by the Owners' Association shall comply with City Regulations and shall be subject to oversight by the City. The Parties shall cooperate with each other to execute documents necessary to give the Owners' Association permission to maintain and operate facilities on City-owned property as necessary.

ARTICLE VI
INSPECTION AND PERMITTING

The City shall inspect or cause to be inspected, as required by City Regulations, the construction of all Developer Infrastructure, structures, and any infrastructure improvements necessary to support the proposed development within the Property, including, without limitation, water, sanitary sewer, drainage, streets, electrical and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, the Developer Infrastructure in accordance with approved engineering plans, construction plans and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement or law if the City withholds building permits, certificates of occupancy or City utility services as to a phase or portion of the development unless and until the Developer has fully met its obligations to provide for the required Developer Infrastructure necessary to serve such phase according to the approved engineering plans and City Regulations, and until such Developer Infrastructure has been dedicated to and accepted by the City.

If the City finds that such Developer Infrastructure has been completed in accordance with the final plans and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the Developer Infrastructure, whereupon ownership of such Developer Infrastructure shall be transferred to the City and shall be operated and maintained by the City at its sole expense after the expiration of the required two (2) year maintenance bond. The requirement for acceptance does not apply to landscaping improvements and other Amenities that will be maintained by the Owners' Association.

ARTICLE VII
DEVELOPMENT

7.1 Full Compliance with City Standards. In the construction, renovation, maintenance and alteration of any existing or future building on the Property, the Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the City Regulations, including without limitation, the PD, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement under Chapter 3000 of the Texas Government Code, and the City Regulations in the construction, renovation, maintenance and alteration of any existing or future building on the Property. The City Council hereby designates the Property for its architectural significance and importance.

7.2 Replat. The Parties acknowledge that the Property will be developed in phases. The Developer may submit a replat for all or any portion of the Property throughout the development of the Property. Any replat shall be in conformance with the Concept Plan. Approval of the replat shall be governed by the City Regulations and state law.

ARTICLE VIII
DEVELOPMENT PROCESS AND CHARGES

8.1 Development, Review and Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation, fees relating to platting, zoning requests and any other charges and fees not expressly exempted or altered by the terms of this Agreement. This Agreement does not waive any of the City's right to: (i) assess or collect roadway, water, and wastewater Impact Fees in compliance with Chapter 395 of the Texas Local Government Code; or (ii) assess or collect inspection fees and charges relating to the development of the Property. The Developer shall continue to be responsible for the foregoing, and nothing contained in this Agreement shall be construed to eliminate or reduce any such obligations that the Developer might incur in connection with developing the Property.

8.2 Infrastructure. All Public Infrastructure shall be designed, constructed and installed in compliance with the City Regulations in effect at the time the Developer seeks approval of the plans associated with any component of the Public Infrastructure. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City as specified in this Agreement. Each shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

8.3 **INDEMNIFICATION AND HOLD HARMLESS**.

(a) THE DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING

REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF THE DEVELOPER OR THE DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM THE DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE 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 THE DEVELOPER AND THE DEVELOPER'S EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.

(b) IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING THE DEVELOPER'S OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS

OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

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

ARTICLE IX
EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement.

9.2 Remedies. If a Party remains in default after the applicable cure period as provided in Section 9.1 of this Agreement, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, terminate this Agreement and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief.

ARTICLE X
ASSIGNMENT AND ENCUMBRANCE

10.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties. The Developer has the right (from time to time upon written consent of the City Council) to assign this Agreement, in whole or in part, to any person or entity (an "Assignee") that (i) is or will become an owner of any portion of the Property, or (ii) is controlled by or under common control by the Developer, provided that the Developer is not in breach of this Agreement at the time of such assignment. An Assignee is considered the "Developer" and a "Party" under this Agreement for the purposes of the obligations, rights, title, and interest assigned to the Assignee. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

10.2 Encumbrance. Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders

without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

10.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of an End-Buyer of a Fully Developed and Improved Lot within the Property, any person or entity upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. Subject to the limitations expressed below, this Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End-Buyer of a Fully Developed and Improved Lot; provided, however, that no such conveyance of a Fully Developed and Improved Lot shall release Developer from its obligations hereunder, and each End-Buyer shall remain responsible for payment of Assessments associated with ownership of each End-Buyer's respective Fully Developed and Improved Lot. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on the existence or nonexistence of a recorded affidavit to establish whether such termination has occurred as to a lot.

10.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.5 Notice of Assignment of this Agreement. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XI
RECORDATION

11.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Grayson County. This Agreement binds and constitutes a covenant running with the Property. On the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

12.2 Notices. Any Notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: City Manager
City of Sherman
220 W. Mulberry Street

Sherman, TX 75090

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

To the Developer:
Attn: Taylor Blanchard
Sherman Hickory Hill LLC
4100 Spring Valley Rd
Dallas, TX 75244

Any Party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

12.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

12.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

12.5 Authority and Enforceability. The City represents and warrants that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding on such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

12.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

12.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

12.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of

the Parties are performable in Grayson County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Grayson County District Court.

12.9 Non-Waiver. Any failure by a Party to insist on strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist on strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

12.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds of the Property
Exhibit B	Reserved
Exhibit C	Concept Plan
Exhibit D	Public Infrastructure
Exhibit D-1	On-Site Sewer Line Extensions and On-Site Water Line Extensions
Exhibit E	Agreed Form of Deed
Exhibit F	Metes and Bounds of the Parkland Tract
Exhibit G	Road Improvement Opinion of Probable Cost

12.13 Governmental Powers; Waivers of Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.14 Entire Agreement. This Agreement, including its exhibits and documents executed in accordance with this Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement.

12.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the Parties expressly amending the terms of this Agreement.

12.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

ARTICLE XIII
ACKNOWLEDGEMENTS AND WAIVERS

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

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY THE DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED;
(D) NUISANCE; OR
(E) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) DEVELOPER HEREBY RELEASES THE CITY FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.

(iv) **DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON THE CITY'S INFRASTRUCTURE. DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.**

(v) **DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.**

(b) **THE DEVELOPER RELEASES THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.**

(c) **THE DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**

(d) **THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

13.2 Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. The Developer acknowledges and agrees that this

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

13.3 Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that The City shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in Article III of this Agreement. Neither the City nor its Council Members, officers, agents, representatives or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the Developer Improvements, including the construction thereof. The City and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to Developer, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees.

13.4 Condemnation Procedures/Rights Waiver. **AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED.**

13.5 Original Agreement. This Agreement amends and restates the First Amendment. On the execution of this Agreement by all parties, the provisions of the First Amendment shall be void and of no further force or effect, and this Agreement shall supersede the same.

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

CITY OF SHERMAN

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM

_____
Ryan D. Pittman, City Attorney

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the __ day of _____, 2024, by Robby Hefton, City Manager of the City of Sherman, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER

Sherman Hickory Hill, LLC

By: _____
Name: Taylor Blanchard
Its: Manager
Date: 10/9/2024

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 9 day of OCTOBER, 2024, by Taylor Blanchard, Manager of Sherman Hickory Hill LLC, a Limited Liability Company, on behalf of said Company.

JEANNETTE PRATOR
Notary ID #133039184
My Commission Expires
April 14, 2025

_____
Notary Public, State of Texas

EXHIBIT A
Property Metes and Bounds

TRACT 1 Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Ralston W. Adams Survey, Abstract No. 18, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209, and being a part of the 145.33 acre tract of land conveyed to Hickery Hill, LLC by deed of record in Volume 5691, Page 715, Official Public Records, Grayson County, Texas, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2" steel rod northwest corner of said 145.33 acre tract and the northwest corner of that 4.770 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-805 of said Official Public Records;

Thence North 88°42'38" East, a distance of 2,159.61 feet to a found P/K nail;
Thence South 14°32'44" West, a distance of 47.97 feet to asset ½" steel rod;
Thence with a non-tangent curve to the left having a radius of 1,157.00 feet, (chord bears South 82°02'56" West, 109.16 feet) an arc length of 109.20 feet to a point;
Thence South 79°20'42" West, a distance of 83.10 feet to a point;

Thence over and across said 145.33 are tract the following calls and distances:
South 31°19'12" East, a distance of 81.86 feet to a set 1/2" steel rod,
South 24°15'41" East, a distance of 55.73 feet to a set 1/2" steel rod;
South 14°29'58" West, a distance of 108.49 feet to a set 1/2" steel rod;
South 21°57'24" West, a distance of 99.13 feet to a set 1/2" steel rod;
South 27°47'58" West, a distance of 92.86 feet to a set 1/2" steel rod;
South 15°47'53" West, a distance of 495.55 feet to a set 1/2" steel rod;
South 02°17'13" West, a distance of 439.12 feet to a set 1/2" steel rod;
South 15°05'02" West, a distance of 68.77 feet to a set 1/2" steel rod;
South 21°56'21" East, a distance of 38.15 feet to a set 1/2" steel rod;
South 06°14'14" East, a distance of 328.16 feet to a set 1/2" steel rod;
South 11°05'36" East, a distance of 186.52 feet to a set 1/2" steel rod;
South 21°52'05" West, a distance of 434.71 feet to a set 1/2" steel rod;
Thence North 89°15'26" West, a distance of 1,172.87 feet to a set 1/2" steel rod in a southerly line of said 145.33 acre tract;
Thence with said southerly and westerly line of said 145.33 acre tract the following calls and distance:
North 01°57'10" East, a distance of 170.86 feet to a set 1/2" steel rod
North 02°43'50" West, a distance of 359.40 feet to a set 1/2" steel rod
North 86°14'50" West, a distance of 5.10 feet to a set 1/2" steel rod,
South 04°43'53" West, a distance of 363.36 feet to a set 1/2" steel rod
South 00°39'50" East, a distance of 200.10 feet to a set 1/2" steel rod
South 02°44'10" West, a distance of 203.30 feet to a set 1/2" steel rod
South 02°33'10" West, a distance of 252.30 feet to a set 1/2" steel rod
South 12°34'50" East, a distance of 144.90 feet to a set 1/2" steel rod
South 10°06'10" West, a distance of 105.80 feet to a set 1/2" steel rod
South 16°57'10" West, a distance of 103.00 feet to a set 1/2" steel rod
South 13°20'10" West, a distance of 110.10 feet to a set 1/2" steel rod
South 01°20'10" West, a distance of 116.80 feet to a set 1/2" steel rod

South 02°33'10" West, a distance of 74.50 feet to a set 1/2" steel rod
South 58°42'10" West, a distance of 97.00 feet to a point;
North 25°29'10" East, a distance of 47.20 feet to a point;
North 44°14'50" West, a distance of 91.30 feet to a point;
North 20°21'50" West, a distance of 138.90 feet to a point;
North 75°01'50" West, a distance of 40.70 feet to a point;
South 40°13'10" West, a distance of 107.80 feet to a point;
South 01°56'50" East, a distance of 133.10 feet to a point;
South 66°58'10" West, a distance of 172.80 feet to a point;
South 72°40'10" West, a distance of 67.30 feet to a point;
North 69°54'27" West, a distance of 133.70 feet to a point;
North 15°23'50" West, a distance of 71.20 feet to a point;
North 13°20'10" East, a distance of 72.70 feet to a point;
North 41°35'10" East, a distance of 65.10 feet to a point;
North 09°46'50" West, a distance of 99.10 feet to a point;
North 74°22'50" West, a distance of 56.20 feet to a point;
North 80°37'50" West, a distance of 108.70 feet to a point;
North 38°56'50" West, a distance of 210.50 feet to a point;
North 19°18'10" East, a distance of 64.70 feet to a point;
North 32°18'10" East, a distance of 68.30 feet to a point;
North 00°42'50" West, a distance of 69.85 feet to a point;
Thence North 88°02'15" East, a distance of 565.40 feet a set 1/2" steel rod;
Thence North 02°30'36" West, a distance of 1,657.98 feet to a metal fence corner post;
Thence North 01°40'30" West, a distance of 1,185.25 feet to the Point of Beginning and containing 112.434 acres of land.

TRACT 2 Legal Description

Situated in the County of Grayson, State of Texas, being a part of Ralston W. Adams Survey, Abstract No. 18 also being a part of G.R. Reeves Survey, Abstract No. 1020, and being that 38.00 acre tract of land conveyed to Lamberth Hickery Hill, LLC as recorded in Document No. 2018-22906 Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a found P/K nail at intersection of Lamberth Road and Meadow Lake Drive being the northeast corner of said 38.00 are tract;
Thence South 00°36'07" East, a distance of 557.39 feet to a found ½" steel rod;
Thence South 01°40'30" East, a distance of 1,185.25 feet to a Metal Pipe Post being the northwest corner of a 390 acre tract of land conveyed to Grayson County 1078 LTD, recorded in Volume 5141, Page 173, of said Official Public Records;
Thence South 88°40'43" West with the south line of said 38.000 acre tract, a distance of 955.28 feet to a set ½" steel rod;
Thence North 01°18'53" West with the west line of said 38.00 acre tract, a distance of 1,736.08 feet to a set P/K nail, the northwest corner of said 38.000 acre tract
Thence North 88°11'37" East, a distance of 498.65 feet to a found P/K nail;
Thence North 88°23'33" East, a distance of 456.14 feet to the Point of Beginning and containing 38.000 acres of land.

SAVE AND EXCEPT THE FOLLOWING TWO TRACTS:

Multifamily Legal Description

BEING a tract of land situated in the City of Sherman, Grayson County, Texas, being a part of the Ralston W. Adams Survey, Abstract No. 18, being a part of a called 38.00 acre tract of land described in Warranty Deed to Lamberth Hickery Hill, LLC, recorded in Document No. 2018-22906, Official Public Records, Grayson County, Texas (O.P.R.G.C.T.) and being more particularly described as follows:

BEGINNING at a metal pipe post found at the southeast corner of said 38.00 acre tract of land and the northeast corner of a called 1,078.81 acre tract of land described in a Special Warranty Deed to Grayson County 1078, LTD., recorded in Volume 5141, Page 173, O.P.R.C.G.T.;

THENCE South 88 degrees 41 minutes 45 seconds, a distance of 955.28 feet along the south line of said 38.00 acre tract of land and the north line of said 1,078.81 acre tract of land to a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4709", said iron being the southwest corner of said 38.00 acre tract of land and the southeast corner of a called 51.418 acre tract of land described in a Partition Warranty Deed to JBH Partners, LTD., recorded in Document No. 2018-23057, O.P.R.G.C.T.,

THENCE North 01 degrees 18 minutes 15 seconds, a distance of 902.07 feet along the west line of said 38.00 acre tract of land and the east line of said 51.418 acre tract of land to a capped iron rod found for corner, said capped iron rod being at the intersection of the south line of said 4.340 acre tract of land, the west line of said 38.00 acre tract of land and the east line of said 51.418 acre tract of land, from which a MAG nail with a shiner found at the northwest corner of said 38.00 acre tract of land and northeast of said 51.418 acre tract of land bears North 01 degrees 18 minutes 15 seconds, passing at a distance of 88.15 feet a capped iron rod found for corner and continuing a total distance of 834.01 feet;

THENCE over and across said 38.00 acre tract of land and along the south line of said 4.340 acre tract of land, the following courses and distances;

> In a northeasterly direction, a distance of 126.49 feet, having a central angle of 04 degrees 51 minutes 15 seconds, a radius of 1,493.00 feet, a tangent length of 63.28 feet and whose chord bears North 73 degrees 57 minutes 50 seconds East a distance of 126.45 feet to a capped iron rod for corner;
>
> North 71 degrees 32 minutes 12 seconds East, a distance of 293.59 feet to a capped iron rod found for corner, said capped iron rod being at the beginning of a tangent curve to the right;
>
> In a northeasterly direction, a distance of 177.09 feet, having a central angle of 07 degrees 12 minutes 41 seconds, a radius of 1,407.00 feet, a tangent length of 88.66 feet and whose chord bears North 75 degrees 08 minutes 33 seconds East a distance of 176.97 feet to a point for corner;

THENCE over and across said 38.00 acre tract of land, , the following courses and distances;

South 00 degrees 26 minutes 25 seconds East, a distance of 206.96 feet to a point for corner;

North 89 degrees 32 minutes 52 seconds East, a distance of 311.58 feet to a point for corner;

South 00 degrees 27 minutes 08 seconds East, a distance of 216.22 feet to a point for corner, said point being at the beginning of a tangent curve to the left;

In a southeasterly direction, a distance of 434.08 feet, having a central angle of 21 degrees 25 minutes 19 seconds, a radius of 1,161.00 feet, a tangent length of 219.60 feet and whose chord bears South 11 degrees 09 minutes 48 seconds East a distance of 431.55 feet to a point for corner;

South 01 degrees 39 minutes 52 seconds East, a distance of 209.38 feet to the **POINT OF BEGINNING** and containing 851,798 square feet or 19.555 acres of land.

LEGAL DESCRIPTION

BEING 24.680 ACRES OF LAND, situated in the William Thompson Survey, Abstract No. 1209 in Grayson County, Texas, being part of a called 145.33 acre tract of land described in deed to Hickery Hill, LLC. As recorded in Volume 5691, Page 715 Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described as follows:

Commencing at 5/8 inch iron rod found for the northwest corner of said 145.33 acre tract, also being the northwest corner of a 4.770 acre Right-of-Way (ROW) dedication for Lamberth Rd as described in deed to the City of Sherman as recoded in Document No. 2022-805 of the O.P.R.G.C.T., also being the called northwest corner of said William Thompson Survey and the called southwest corner of the James H. Vaden Survey Abstract No. 1288; Thence with the west line of said 145.33 acre tract, the west line of said 4.770 acre Lamberth ROW dedication, the called west line of said William Thompson Survey, also being the called east line of the Ralston W. Adams Survey Abstract No. 18, South 01° 40' 30" East, a distance of 102.00 feet to the southwest corner of said 4.770 acre Lamberth ROW dedication; Thence with the south line of said 4.770 acre Lamberth ROW dedication North 88° 42' 38" East, a distance of 44.35 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner" (North 7,290,495.30, East 2,527,508.57) for the Point of Beginning of herein described tract;

Thence continuing with south line of said 4.770 acre Lamberth ROW dedication North 88° 42' 38" East, a distance of 771.00 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner";

Thence over and across said 145.33 acre tract, South 00° 38' 23" East, a distance of 418.92 feet to 1/2 inch iron rod with Cap set stamped "TTL Inc Property Corner";

Thence continuing over and across said 145.33 acre tract, South 39° 53' 33" East a distance of 586.31 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner";

Thence continuing over and across said 145.33 acre tract, South 50° 06' 27" West a distance of 886.72 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner";

Thence continuing over and across said 145.33 acre tract, North 39° 27' 44" West a distance of 381.71 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner" for the Point of Curvature of a circular curve to the right having a radius of 1075.00 feet a central angle of 39° 00' 36" and a chord that bears North 19° 57' 26" West a distance of 717.86 feet;

Thence continuing over and across said 145.33 acre tract and the arc of the previous mentioned curve a distance of 731.91 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner";

Thence continuing over and across said 145.33 acre tract, North 00° 27' 08" West a distance of 430.21 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner";

Thence continuing over and across said 145.33 acre tract, North 44° 07' 45" East a distance of 28.49 feet to the Point of Beginning, containing 24.68 acres of land.

EXHIBIT B
Reserved

EXHIBIT C
Concept Plan

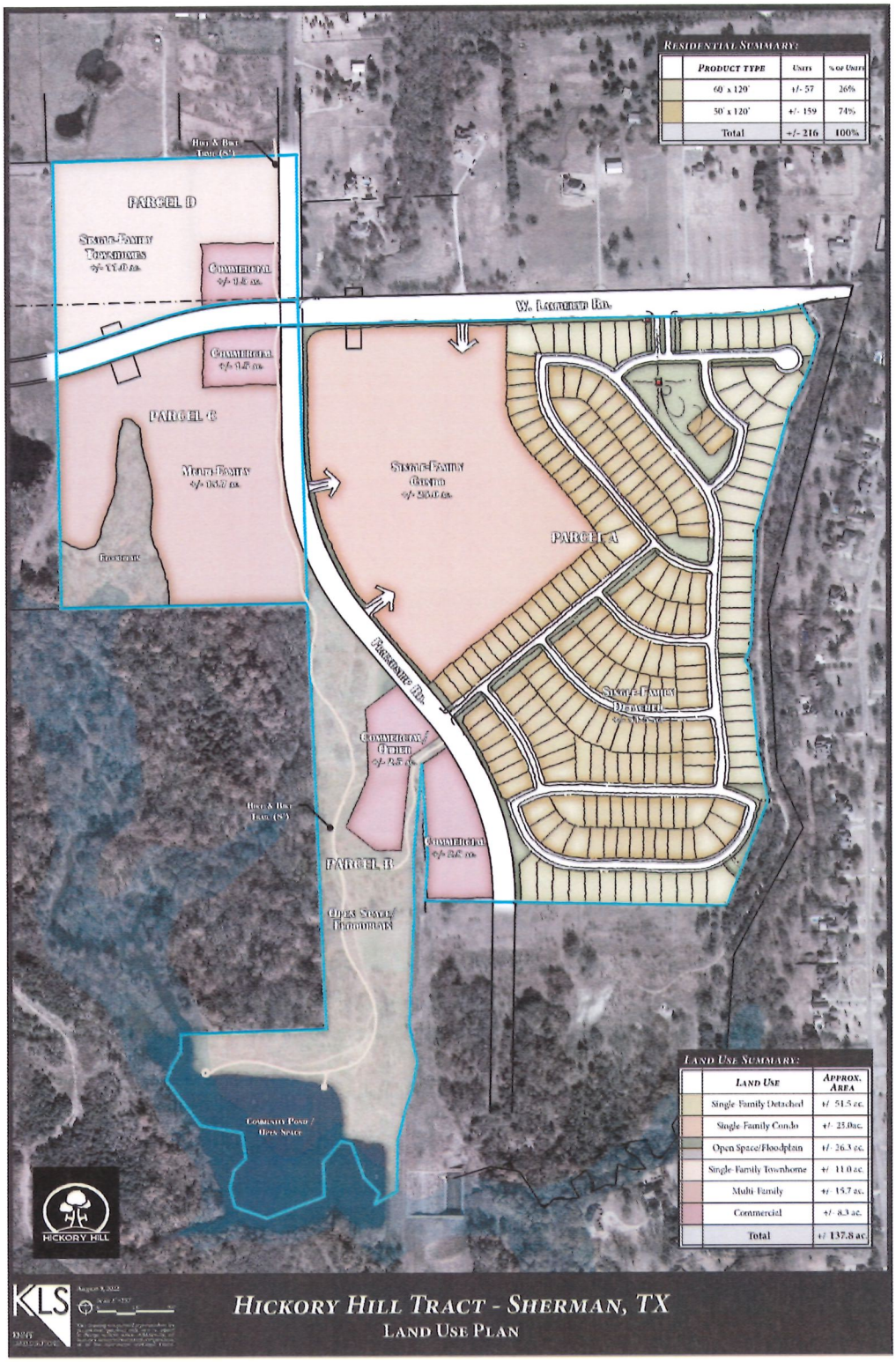


EXHIBIT D
Public Infrastructure

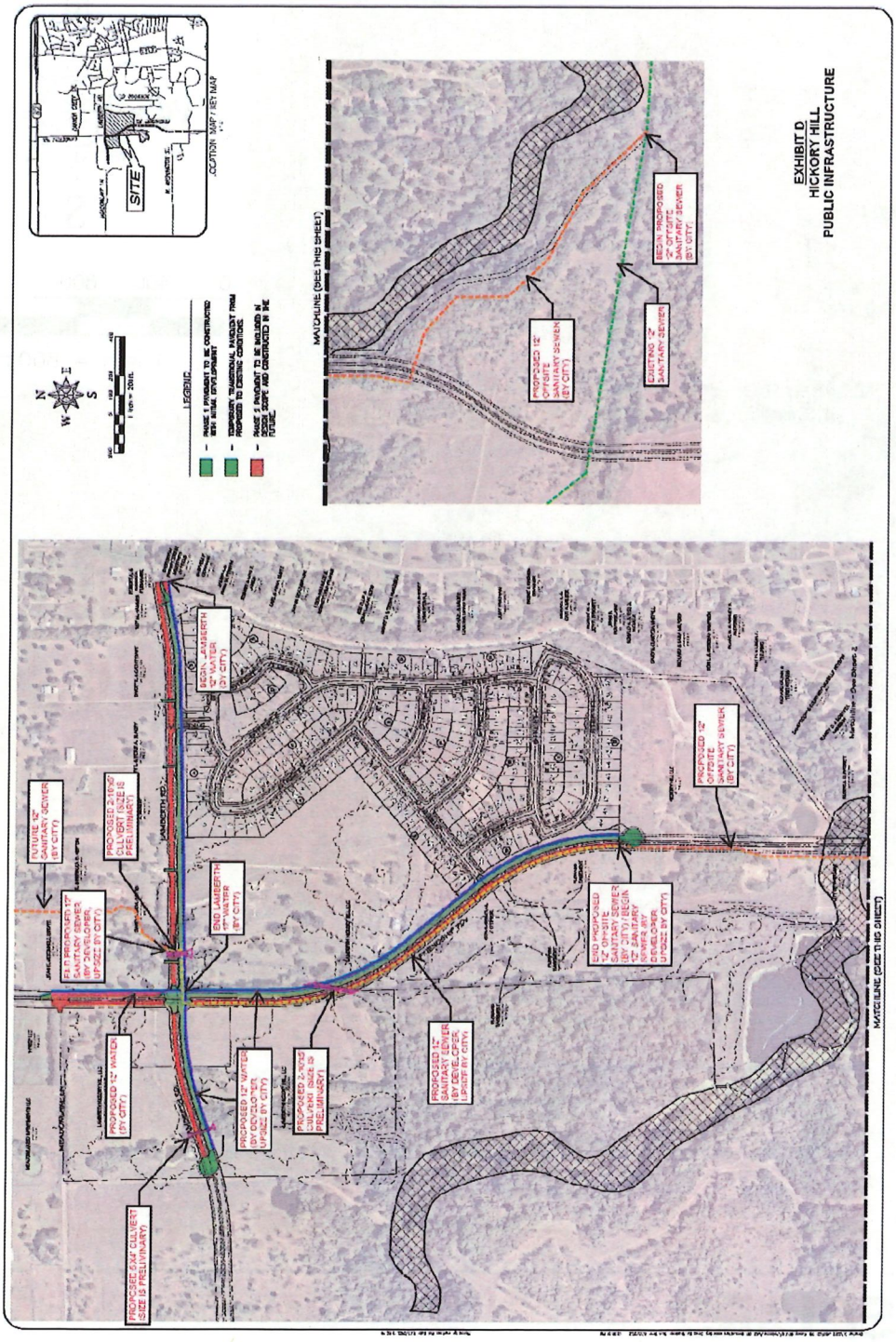


EXHIBIT D-1
On-Site Sewer Line Extensions and On-Site Water Line Extensions

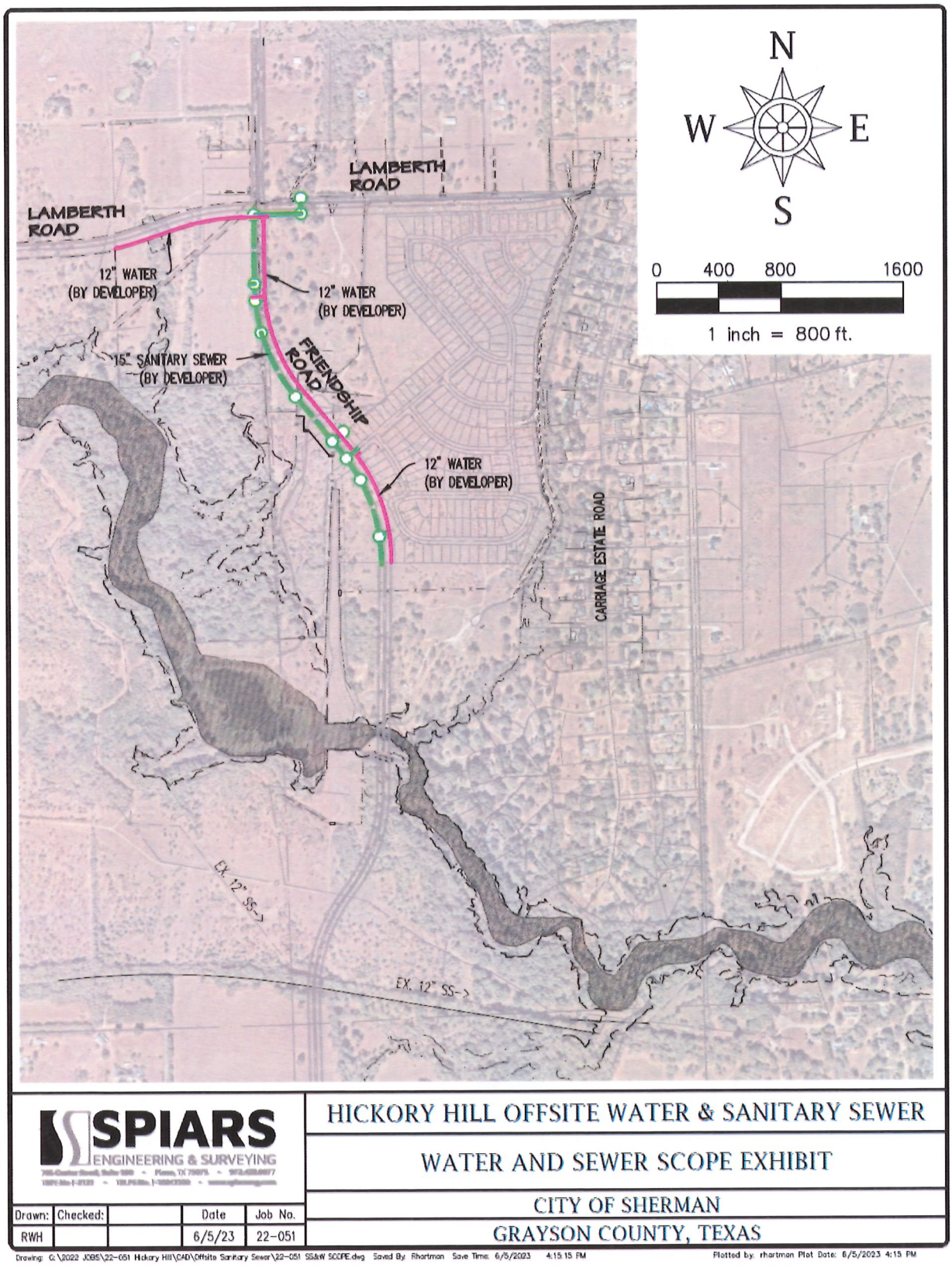


EXHIBIT E
Agreed Form of Deed

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

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

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

As used herein, the following terms shall have the following meanings:

Effective Date: _____, 20____

Grantor: _____

Grantor's Mailing Address: _____
_____

Grantee: CITY OF SHERMAN, TEXAS, a home-rule municipality

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

___ ± acres of land, situated in the _____ Survey, Abstract No. _____, City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein for all purposes ("Property").

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property, including any right, title and interest in and to adjacent streets, roads, alleys or rights-of-way; all oil, gas and other minerals; and any improvements, fixtures, and personal property situated on or attached to the Property.

Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances, if any, listed on Exhibit 2, attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of roadway or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

When the context requires, singular nouns and pronouns include the plural.

[*Signature pages follow.*]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 20__.

GRANTOR:

_____,
a _____

By: _____

Printed Name: _____

Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

AGREED AND ACCEPTED:

CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ROBBY HEFTON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
Linda Ashby, City Clerk

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

By: _____
Ryan D. Pittman, City Attorney

PARTIAL RELEASE OF LIEN

The undersigned, being the holder of the lien against all or a portion of the Property evidenced by:

hereby consents to the execution of the foregoing Deed and hereby releases the Property from the lien or lien(s) described above.

_____,
a _____

By: _____
_____, _____

STATE OF _____ §
§
COUNTY OF _____ §

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

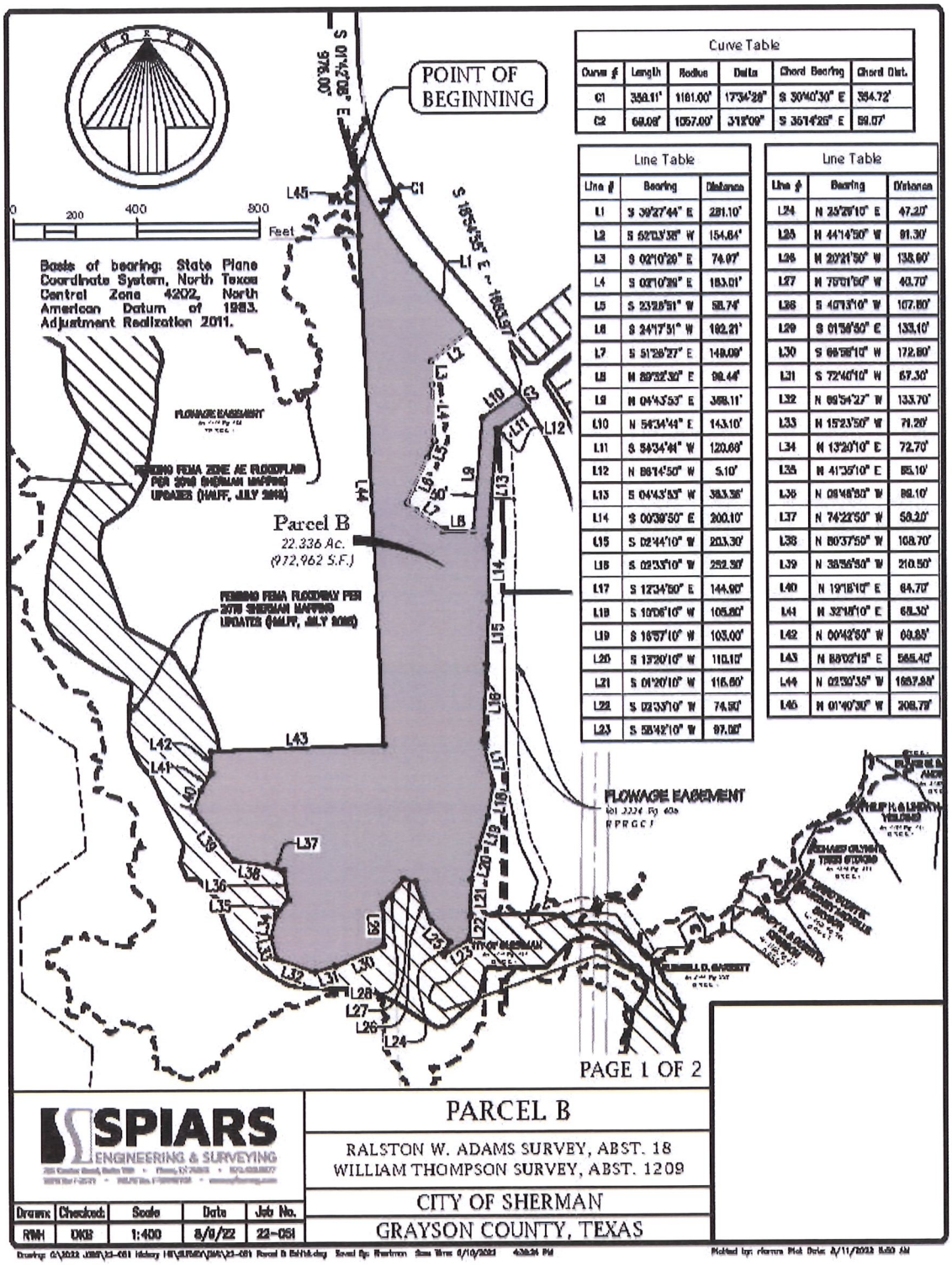
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of _____
My Commission Expires:_____

Exhibit 1
Legal Description of the Property

Exhibit 2
Permitted Exceptions

EXHIBIT F
Legal Description of Parkland Tract



Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
C1	358.11'	1161.00'	17°34'28"	S 30°40'30" E	354.72'
C2	68.08'	1057.00'	3°18'09"	S 35°14'25" E	68.07'

Line Table

Line #	Bearing	Distance
L1	S 39°27'44" E	281.10'
L2	S 52°13'35" W	154.64'
L3	S 02°10'29" E	74.07'
L4	S 02°10'29" E	183.01'
L5	S 23°26'51" W	58.74'
L6	S 24°17'31" W	102.21'
L7	S 51°26'27" E	148.09'
L8	N 89°32'32" E	98.44'
L9	N 04°43'53" E	368.11'
L10	N 54°34'48" E	143.10'
L11	S 54°34'48" W	120.00'
L12	N 86°14'50" W	5.10'
L13	S 04°43'53" W	383.26'
L14	S 00°39'50" E	200.10'
L15	S 02°44'10" W	203.30'
L16	S 02°33'10" W	252.20'
L17	S 12°34'50" E	144.90'
L18	S 10°06'10" W	105.80'
L19	S 16°57'10" W	103.00'
L20	S 13°20'10" W	110.10'
L21	S 01°20'10" W	116.80'
L22	S 02°33'10" W	74.50'
L23	S 55°42'10" W	97.00'

Line Table

Line #	Bearing	Distance
L24	N 25°29'10" E	47.20'
L25	N 44°14'50" W	91.30'
L26	N 20°21'50" W	138.60'
L27	N 75°01'50" W	40.70'
L28	S 40°13'10" W	107.80'
L29	S 01°56'50" E	133.10'
L30	S 66°56'10" W	172.80'
L31	S 72°40'10" W	67.30'
L32	N 89°54'27" W	133.70'
L33	N 15°23'50" W	71.20'
L34	N 13°20'10" E	72.70'
L35	N 41°35'10" E	85.10'
L36	N 08°46'50" W	89.10'
L37	N 74°22'50" W	58.20'
L38	N 80°37'50" W	168.70'
L39	N 38°56'50" W	210.50'
L40	N 19°16'10" E	64.70'
L41	N 32°18'10" E	68.30'
L42	N 00°42'50" W	69.85'
L43	N 89°02'15" E	565.40'
L44	N 02°30'35" W	1667.93'
L45	N 01°40'30" W	208.78'

EXHIBIT G
Opinion of Probable Cost for Roadway Improvements

BID TABULATION
HICKORY HILL DEVELOPMENT
LAMBERTH RD IMPROVEMENTS
SHERMAN, TX
7/5/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
6.00	LAMBERTH RD IMPROVEMENTS (SHARED OFF-SITE)				
6.01	Construction Staking	1	LS	$36,708.00	$36,708.00
6.02	Remove Exist Base and HMAC Paving	3,840	SY	$12.00	$46,080.00
6.03	Remove Exist Flexbase Driveway	2	EA	$1,725.00	$3,450.00
6.04	Construct Flexbase Driveway Extension	276	SY	$18.00	$4,968.00
6.05	Silt Fence	6,500	LF	$1.90	$12,350.00
6.06	Curlex behind BOC	5,621	LF	$1.30	$7,307.30
6.07	Inlet Protection	12	EA	$275.00	$3,300.00
6.08	Remove Type III Barricade	1	EA	$500.00	$500.00
6.09	Rock Check Dam	175	LF	$43.00	$7,875.00
6.10	Stone Overflow Structure	10	EA	$400.00	$4,000.00
6.11	Construction Entrance	2	EA	$2,900.00	$5,800.00
6.12	Clearing and Grubbing	6.7	AC	$1,500.00	$10,050.00
6.13	Unclassified Excavation	21,579	CY	$2.90	$62,579.10
6.14	Encasement and Venting of Existing Gasline	1	EA	$87,500.00	$87,500.00
6.15	8" Reinf. Concrete Pavement, Curb & Gutter - 25' B-B Section (Thoroughfare)	10,383	SY	$70.50	$732,001.50
6.16	6" Lime Stabilized Subgrade (1' outside BOC)	11,059	SY	$3.15	$34,835.85
6.17	11.5% Hydrated Lime (30#/SY)	166	TONS	$318.00	$52,788.00
6.18	Temporary Transition/Turnaround	1,638	SY	$87.10	$142,669.80
6.19	6" Concrete Driveway	552	SY	$90.95	$50,204.40
6.20	Directional Barrier Free Ramps	2	EA	$2,850.00	$5,700.00
6.21	Bi-Directional Barrier Free Ramps	4	EA	$2,850.00	$11,400.00
6.22	Construct Street Header	366	LF	$15.00	$3,990.00
6.23	Install Type III Barricade	302	LF	$89.00	$26,878.00
6.24	5' Sidewalk (4" thk)	13,450	SF	$7.70	$103,565.00
6.25	METAL BEAM GUARD FENCE	423	LF	$82.75	$35,003.25
6.26	SIGN - SPEED LIMIT	1	EA	$375.00	$375.00
6.27	SIGN - STREET	3	EA	$375.00	$1,125.00
6.28	SIGN - STREET WITH STOP	5	EA	$395.00	$1,975.00
6.29	Pavement Striping	1	LS	$24,900.00	$24,900.00
6.30	Traffic Control	1	LS	$44,100.00	$44,100.00
6.31	Paving Performance, Payment, & Maintenance Bond (2 yr)	1	LS	$15,975.00	$15,975.00
6.32	18" RCP (Class III)	1,137	LF	$78.51	$89,265.87
6.33	21" RCP (Class III)	249	LF	$85.89	$21,386.61
6.34	24" RCP (Class III)	42	LF	$102.68	$4,312.56
6.35	27" RCP (Class III)	428	LF	$131.35	$56,217.80
6.36	33" RCP (Class III)	556	LF	$172.25	$95,771.00
6.37	42" RCP (Class III)	92	LF	$220.77	$20,310.84
6.38	48" RCP (Class III)	217	LF	$261.63	$56,773.71
6.39	12'x5' RCB	269	LF	$1,646.88	$443,010.72
6.40	6' x 4' RCB	350	LF	$568.12	$198,842.00
6.41	18" Plug	5	EA	$500.00	$4,500.00
6.42	42" Plug	1	EA	$1,200.00	$1,200.00
6.43	4' Manhole	4	EA	$4,500.00	$18,000.00
6.44	6' Manhole	1	EA	$6,250.00	$6,250.00
6.45	3'x3' 'Y' Inlet	2	EA	$4,100.00	$8,200.00
6.46	10' Recessed Curb Inlet	10	EA	$5,647.12	$56,471.20
6.47	18" Sloped End Headwall	2	EA	$1,850.00	$3,700.00
6.48	24" Sloped End Headwall	2	EA	$2,250.00	$4,500.00
6.49	27" Type B Headwall	1	EA	$3,250.00	$3,250.00
6.50	6' x 4' Type B Headwall	2	EA	$48,569.20	$97,138.40
6.51	Dbl 12' x 5' Parallel Headwall	2	EA	$60,101.92	$120,203.84

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
6.52	Trench Safety	3,340	LF	$0.99	$3,306.60
6.53	Storm Sewer CCTV and Testing	3,340	LF	$2.61	$8,717.40
6.54	Storm Sewer Performance, Payment, & Maintenance Bond (2 yr)	1	LS	1.25%	$16,316.61
	TOTAL LAMBERTH RD IMPROVEMENTS (SHARED OFF-SITE)				$2,937,798.36
	SUBTOTAL CITY CONTRIBUTION				$1,683,411.98
	CITY CONTINGENCY (10%)				$168,341.20
	TOTAL CITY CONTRIBUTION				$1,851,753.18
	DEVELOPER CONTRIBUTION				$1,254,386.38

BID TABULATION
HICKORY HILL DEVELOPMENT
FRIENDSHIP RD IMPROVEMENTS
SHERMAN, TX
7/5/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
7.00	**FRIENDSHIP RD IMPROVEMENTS (SHARED OFF-SITE)**				
7.01	Construction Staking	1	LS	$44,166.00	$44,166.00
7.02	Silt Fence	5,059	LF	$1.95	$9,865.05
7.03	Stone Overflow Structure	13	EA	$400.00	$5,200.00
7.04	Rock Check Dam	378	LF	$45.00	$17,010.00
7.05	Curlex behind BOC	4,880	LF	$1.30	$6,344.00
7.06	Remove Type III Barricade	1	LF	$500.00	$500.00
7.07	Inlet Protection	10	EA	$275.00	$2,750.00
7.08	Construction Entrance	2	EA	$2900.00	$5,800.00
7.09	Clearing and Grubbing	5.7	AC	$1500.00	$8,550.00
7.10	Undassified Excavation	18,432	CY	$2.90	$53,452.80
7.11	8" Reinf. Concrete Pavement, Curb & Gutter - 25' B-B Section (Thoroughfare)	7,495	SY	$70.50	$528,397.50
7.12	6" Lime Stabilized Subgrade (1' outside BOC)	8,039	SY	$3.15	$25,322.85
7.13	11.5% Hydrated Lime (30#/SY)	121	TONS	$318.00	$38,478.00
7.14	Directional Barrier Free Ramps	2	EA	$2850.00	$5,700.00
7.15	Construct Street Header	25	LF	$15.00	$375.00
7.16	5' Sidewalk (4" thk)	11,870	SF	$7.70	$91,399.00
7.17	METAL BEAM GUARD FENCE	234	LF	$76.00	$17,784.00
7.18	SIGN - SPEED LIMIT	5	EA	$375.00	$1,875.00
7.19	SIGN - STREET	2	EA	$375.00	$750.00
7.20	Pavement Striping	1	LS	$15170.00	$15,170.00
7.21	Traffic Control	1	LS	$15475.00	$15,475.00
7.22	Performance, Payment, & Maintenance Bond (2 yr)	1	LS	$11325.00	$11,325.00
7.23	18" RCP (Class III)	1,250	LF	$78.51	$98,137.50
7.24	24" RCP (Class III)	159	LF	$102.68	$16,326.12
7.25	42" RCP (Class III)	56	LF	$220.77	$12,363.12
7.26	48" RCP (Class III)	592	LF	$261.63	$154,884.96
7.27	60" RCP (Class III)	30	LF	$394.25	$11,827.50
7.28	10' x 5' RCB	328	LF	$1341.78	$440,103.84
7.29	5' x 5' RCB	150	LF	$490.86	$73,629.00
7.30	18" Plug	7	EA	$500.00	$3,500.00
7.31	42" Plug	1	EA	$1200.00	$1,200.00
7.32	60" Plug	1	EA	$1500.00	$1,500.00
7.33	4' Manhole	2	EA	$4500.00	$9,000.00
7.34	6' Manhole	1	EA	$6250.00	$6,250.00
7.35	7'x7' Junction Box	1	EA	$12,000.00	$12,000.00
7.36	10' Recessed Curb Inlet	10	EA	$5,647.12	$56,471.20
7.37	5' x 5' Type B Headwall	1	EA	$26,678.00	$26,678.00
7.38	Dbl 10' x 5' Parallel Headwall	2	EA	$64,282.56	$128,565.12
7.39	Trench Safety	2,705	LF	$0.99	$2,677.95
7.40	Storm Sewer CCTV and Testing	2,705	LF	$2.61	$7,060.05
7.41	Storm Sewer Performance, Payment, & Maintenance Bond (2 yr)	1	LS	1.25%	$13,277.18
				TOTAL FRIENDSHIP RD IMPROVEMENTS (SHARED OFF-SITE)	**$1,981,140.74**

SUBTOTAL CITY CONTRIBUTION	**$1,088,083.48**
CITY CONTINGENCY (10%)	**$108,808.35**
TOTAL CITY CONTRIBUTION	**$1,196,891.83**
DEVELOPER CONTRIBUTION	**$893,057.26**

RESOLUTION NO. 7104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND SHERMAN HICKORY HILL, LLC, FOR THE CONSTRUCTION OF PUBLIC FACILITIES OF THE PLANNED DEVELOPMENT KNOWN AS HICKORY HILL, BEING AN RESIDENTIAL DEVELOPMENT WEST OF CARRIAGE ESTATES ROAD IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an amended and restated Master Development Agreement with Sherman Hickory Hill, LLC, for the Construction of Public Facilities of the planned development known as Hickory Hill, being a residential development west of Carriage Estates Road in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of July 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AMENDED AND RESTATED HICKORY HILL MASTER DEVELOPMENT AGREEMENT

This Amended and Restated Hickory Hill Master Development Agreement (this "Agreement") is entered into by and between **Sherman Hickory Hill LLC**, a Texas limited liability company (the "Developer"), and the **City of Sherman, Texas**, a home-rule municipality of the State of Texas (the "City," and collectively with the Developer, the "Parties"), to be effective on the date on which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

WHEREAS, the parties entered into that certain Master Development Agreement dated August 18, 2022, which was filed for record on September 23, 2022, under Instrument No. 2022-31870 in the Grayson County Real Property Records ("Original Agreement"); and

WHEREAS, the parties desire to amend and restate the Original Agreement as set forth in this Agreement and to agree as set forth herein; and

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, after the Effective Date of the Original Agreement, Developer conveyed portions of the property described in Exhibit A to the Original Agreement, so that as of the Effective Date (hereinafter defined) of this Agreement, the Developer represents and warrants that it is the sole owner of the real property described by metes and bounds in **Exhibit A** (collectively, the "Property"); and

WHEREAS, the Property is located wholly within the limits of the City and not within the extraterritorial jurisdiction or corporate limits of any other municipality; and

WHEREAS, the City Council zoned the Property as a Planned Development pursuant to City Ordinance No. 6492, adopted by the City Council on June 6, 2022 (the "PD"); and

WHEREAS, the Parties intend that the Property will be developed in accordance with an agreed concept plan ("Concept Plan"), as shown on **Exhibit C** attached hereto and incorporated herein for all purposes, the City Regulations and other terms and conditions set forth in this Agreement; and

WHEREAS, the Developer is developing the Property as a single-family development in phases consistent with the Concept Plan, the City Regulations and the terms and conditions of this Agreement, at Developer's sole cost and expense, which such development will include, without limitation, the Developer's design, construction, installation and development of all collector streets, residential streets, utilities, drainage, parks and trails improvements and all other infrastructure required to serve the Property (other than the City Infrastructure (hereinafter defined)), collectively, the "Developer Infrastructure"); and

WHEREAS, although Developer acknowledges and agrees that the Developer is solely responsible and liable for completing and paying the costs of the Developer Infrastructure and that the City has no such responsibility or liability, Developer has asked the City to complete portions

of the Developer Infrastructure, at the sole cost and expense of the Developer, consisting of the following: (i) approximately 3,280 linear feet of an extension of the City's proposed fifteen-inch (15") sewer line along the portions of Lamberth Road and Friendship Road that are on or directly adjacent to the Property (the "On-Site Sewer Line Extensions"); (ii) approximately 3,500 linear feet of an extension of the City's proposed twelve-inch (12") water line along the portions of Lamberth Road and Friendship Road that are on or directly adjacent to the Property (the "On-Site Water Line Extensions"), as depicted in on **Exhibit D-1**, attached hereto and incorporated herein for all purposes; and

WHEREAS, City has agreed to design, construct, install and develop the On-Site Sewer Line Extensions and the On-Site Water Line Extensions provided that Developer pay the costs and expenses of the same in accordance with the terms of this Agreement and further provided that Developer complies with all of its other obligations under this Agreement; and

WHEREAS, in addition to completing or causing the completion of the Developer Infrastructure, the Developer desires to convey to the City, at no cost to the City, the Parkland Tract as described below; and

WHEREAS, provided that Developer complies with all of its obligations under this Agreement, the City will design, construct, install and develop, at its sole cost and expense except as otherwise stated in this Agreement, certain infrastructure and improvements on the Property in phases consistent with the Concept Plan, the City Regulations and the terms and conditions of this Agreement, which will include, without limitation, the following (collectively, the "City Infrastructure"): (i) certain off-site improvements that will be located outside of the Property, consisting of (a) approximately 3,650 linear feet of an extension of the City's existing twelve inch (12") sewer line (the "Sewer Line Extension"); (b) the extension and upsizing of the City's existing water line along Lamberth Road (the "Water Line Extension"); (c) the improvement of Lamberth Road from the western boundary of Carriage House Estates to the western limits of Hickory Hill boundary, consisting of approximately 3,100 linear feet of a twenty-five-foot-wide concrete roadway and all necessary appurtenances thereto, a minimum five-foot-wide sidewalk along one side of the roadway, and necessary drainage improvements (collectively, the "Lamberth Road Improvements"); and (d) the improvement of Friendship Road from the Lamberth Road intersection south along the length of the Hickory Hill Development, consisting of approximately 2,600 linear feet of a twenty-five-foot-wide concrete roadway and all necessary appurtenances thereto, a minimum five-foot-wide sidewalk along one side of the roadway, and necessary drainage improvements (collectively, the "Friendship Road Improvements"); and

WHEREAS, the improvements set forth on **Exhibit D**, attached hereto and incorporated herein for all purposes, consist of both the Developer Infrastructure and the City Infrastructure, and include on-site and off-site public improvements and infrastructure that are designated to serve the development of the Property and are considered public infrastructure (the "Public Infrastructure"); and

WHEREAS, upon Developer's completion and construction of any Public Infrastructure, Developer will dedicate such Public Infrastructure to the City for use and maintenance, subject to the City's final review and approval of the same as set forth in this Agreement; and

WHEREAS, Developer and City will design, construct and install the Developer Infrastructure and the City Infrastructure, respectively, in multiple phases of development as set forth in this Agreement; and

WHEREAS, this Agreement is intended to establish certain restrictions and requirements regarding the development of the Property, and to provide for the construction of the Developer Infrastructure and City Infrastructure, and the funding of the Public Infrastructure, which provide a special benefit to the Property; and

WHEREAS, the managed growth described in this Agreement will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases the City's tax base.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City Council means the City Council of the City.

City Infrastructure means certain on-site improvements and off-site improvements that will be located away from the Property, including, but not limited to, the Sewer Line Extension, the Water Line Extension along Lamberth Road, the Lamberth Road Improvements and the Friendship Road Improvements.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement as they presently exist and as they may be amended in the future, which shall include, without limitation, the PD.

Concept Plan means the concept plan attached hereto as **Exhibit C**.

Developer Infrastructure means all collector streets, residential streets, utilities, drainage, and other infrastructure required to serve the Property.

Eminent Domain Fees means all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses and appraiser and expert witness fees paid or incurred by the City in the exercise of its eminent domain powers.

End-Buyer means any developer, homebuilder, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot, including without limitation a builder who acquires a lot with the intent to construct a single-family residence on the lot.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the real property records of Grayson County.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Oversized Facilities means the water and sanitary sewer lines, oversized to a size greater than is necessary to serve the Property, as determined by the City.

Owners' Association means each of the owners' associations that the Developer will create throughout the Property as set forth in this Agreement.

PD means the Planned Development zoned by the City pursuant to City Ordinance No. 6492, adopted by the City Council on June 6, 2022.

Public Infrastructure means the Developer Infrastructure and the City Infrastructure including on-site and off-site public improvements and infrastructure that is designated to serve the development of the Property and is more particularly described in **Exhibit D**.

Sewer Line Extension means the extension of the City's existing twelve-inch (12"), approximately 3,650 linear feet from the existing twelve-inch (12") sewer line to the southern boundary of the development and is more particularly described in **Exhibit D**.

Water Line Extension means the extension and upsizing of the City's existing water line along Lamberth Road and is more particularly described in **Exhibit D**.

ARTICLE III
CONSTRUCTION OF PUBLIC INFRASTRUCTURE

3.1 Construction of Developer Infrastructure. The Developer and the City will design, construct, install and develop the Public Infrastructure in the manner set forth herein.

(a) Developer Infrastructure. The Developer agrees to construct, at the Developer's sole cost and expense, the on-site water, sanitary sewer, streets and on-site storm drainage system, sized solely to serve the Property. The City will be obligated to bear and pay any and all costs, fees, and expenses, including, but not limited to, engineering and design costs, permitting costs, construction costs, bonds, or other fees/expenses for any change, required by the City, to increase the size of the sanitary sewer to a size greater than is necessary to serve the Property (the "Oversized Facilities"). The Developer shall provide the City with thirty (30) days' written notice of the Developer's intent to proceed with the design of the sanitary sewer. The City shall then have thirty (30) days to notify the

Developer whether the City requires the Oversized Facilities. If the City requires the Oversized Facilities, the Parties agree to enter into a mutually agreeable oversize participation agreement that confirms the funding or reimbursement of the Oversized Facilities, under which the City will agree to pay its pro-rata share of the Oversized Facilities pursuant to said agreement.

(b) Off-Site Sewer Line Extension. The City agrees to start the design of, obtain necessary rights-of-way and/or easements for, at the sole cost and expense of the City, the Off-Site Sewer Line Extension promptly after the Effective Date of the Original Agreement and allow the Developer to commence construction of the Off-Site Sewer Line Extension promptly after approval of the final design plans and after all such necessary rights-of-way and/or easements are acquired by the City, provided that the Developer is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated by the parties. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All easements within the Property that are needed for Sewer Line Extension shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Sewer Line Extension. Construction of the Off-Site Sewer Line Extension shall commence when the Developer commences construction of Phase 1 of the development provided that the City has acquired all necessary rights-of-way and/or easements for the Off-Site Sewer Line Extension at that time.

(c) Water Line Extension. The City agrees to start the design of, obtain necessary easements , at the sole cost and expense of the City, the Water Line Extension along Lamberth Road promptly after the Effective Date of the Original Agreement and to allow the Developer to commence construction of the Water Line Extension promptly after approval of the final design plans , provided that the Developer is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated by the parties. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All easements within the Property that are needed for Water Line Extension shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Water Line Extension. Construction of the Water Line Extension shall commence when the Developer commences construction of Phase 1 of the development.

(d) Roads.

(i) Lamberth Road Improvements. The Developer shall be responsible for dedicating to the City one hundred percent (100%) of the fee simple right-of-way and other easements not already obtained by the City and deemed necessary by the City for the Lamberth Road Improvements which run along the northern boundary of the Property, as shown on the Concept Plan. The City agrees to fund all of the cost to design the Lamberth Road improvements. The City agrees to fund part of the actual costs of construction of the Lamberth Road Improvements up to an amount equal to $1,851,753.18, provided that Developer funds the balance of such costs and is in full compliance with all of its obligations under this Agreement,

pursuant to a separate reimbursement agreement to be negotiated and approved by the parties. Attached in **Exhibit G** is the Estimated Costs to construct both the Lamberth Road Improvements and Friendship Road Improvements. The City agrees to start design of the Lamberth Road Improvements promptly after the Effective Date of the Original Agreement and allow Developer to commence construction of the Lamberth Road Improvements promptly after approval of the final design plans provided that the Developer is in full compliance with all of its obligations under this Agreement. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All fee simple right-of-way and easements that are needed for the Lamberth Road Improvements within the Property shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Lamberth Road Improvements.

(ii) Friendship Road Improvements. The Developer shall be responsible for dedicating to the City one hundred percent (100%) of the fee simple right-of-way and other easements necessary for the Friendship Road Improvements which run along the center of the Property, as shown on the Concept Plan. The Developer will receive credit for the conveyance of such property interests in the amount of $183,487.50 (the "Conveyance Credit") against the Developer's share of the construction cost of the Friendship Road Improvements. The City agrees to fund all of the cost to design the Friendship Road improvements. The City agrees to fund part of the actual costs of construction of the Friendship Road Improvements up to an amount equal to $1,196,891.83, provided that Developer funds the balance of such costs less the amount of the Conveyance Credit and is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated and approved by the parties. Attached in **Exhibit G** is the Estimated Costs to construct both the Lamberth Road Improvements and Friendship Road Improvements. The City agrees to start design of the Friendship Road Improvements promptly after the Effective Date of the Original Agreement and allow Developer to commence construction of the Friendship Road Improvements promptly after approval of the final design plans, provided that the Developer is in full compliance with all of its obligations under this Agreement. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All fee simple right-of-way and easements that are needed for the Friendship Road Improvements within the Property shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Friendship Road Improvements.

(e) City Construction of Certain Developer Infrastructure.

(i) On-Site Sewer Line Extensions. In exchange for Developer's payment to City of the construction costs of the On-Site Sewer Line Extensions as described herein, the City agrees to design and construct the On-Site Sewer Line Extensions promptly after the Effective Date of this Agreement, provided that the Developer is in full compliance with all of its obligations under this Agreement. All easements within the Property that are needed for the On-Site Sewer Line

Extensions shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the On-Site Sewer Line Extensions.

(ii) On-Site Water Line Extensions. In exchange for Developer's payment to City of the construction costs of the On-Site Water Line Extensions as described herein, the City agrees to design and construct the On-Site Water Line Extensions promptly after the Effective Date of this Agreement, provided that the Developer is in full compliance with all of its obligations under this Agreement. All easements within the Property that are needed for the On-Site Water Line Extensions shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the On-Site Water Line Extensions.

(iii) Timeline for Completion. Developer agrees that City shall in no way be liable for and hereby disclaims damages, if any, which may be sustained by Developer and/or the Property resulting, in whole or in part, directly or indirectly, from City's failure to commence or complete the construction of the On-Site Sewer Line Extensions or the On-Site Water Line Extensions by any certain date and/or as set forth in this Agreement.

(iv) Cost Estimate. Developer represents that the estimate of the construction costs of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions equals One Million One Hundred Thirty-Eight Thousand One Hundred Seven and 53/100 dollars ($1,138,107.53) (the "Estimated Costs"). The phrase "construction costs" as used herein shall mean the actual construction costs, surveying costs, landscape design, geotechnical materials testing and inspection fees associated with the project. The phrase "cost overruns" as used herein shall mean construction costs that may be incurred by City in the construction of the project in excess of the Estimated Costs.

(v) Developer's Payment of the Estimated Costs. Within twenty (20) days of its execution of this Agreement, Developer will pay to City funds equal to the Estimated Costs (the "Escrow Funds") to be held in escrow by City. The Escrow Funds will be available to City to pay for the construction costs associated with the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, and City shall, in its sole discretion, be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions. City shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Developer hereby waives and relinquishes any and all rights or claim to interest earned, if any, on the Escrow Funds. In addition, if any amount of the Escrow Funds remains in the account after City has issued a final acceptance certificate for the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, and paid all of the construction costs associated with the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, as solely determined by City ("Remaining Escrow Funds"), Developer shall be entitled to, as its sole property, the Remaining Escrow Funds. Developer shall, within thirty (30) days of

receiving written notice from City, tender to City the amount of any cost overruns associated with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions. Notwithstanding any statement to the contrary herein, City and Developer agree that City shall, under no circumstance, be responsible for any part or portion of the construction costs associated, directly or indirectly, with the On-Site Sewer Line Extensions or the On-Site Water Line Extensions.

(vi) Disclaimer/Waiver of Damages/Liability. Developer acknowledges and agrees that City is not providing any guarantee, representation or warranty, and City hereby disclaims any guarantee, representation or warranty, relating to any work performed by City, its contractors, agents, employees, representatives, subcontractors and/or designees, in connection with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, in whole or in part.

DEVELOPER, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, HEIRS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, GRANTEES AND/OR TRUSTEES, HEREBY RELEASE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT/THEY MAY HAVE WITH REGARD TO THE CONSTRUCTION AND/OR COMPLETION OF THE ON-SITE SEWER LINE EXTENSIONS OR THE ON-SITE WATER LINE EXTENSIONS AND/OR OR ANY OTHER ACT AND/OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE ON-SITE SEWER LINE EXTENSIONS OR THE ON-SITE WATER LINE EXTENSIONS, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT.

3.2 Construction of the Infrastructure and Ownership of the Public Infrastructure.

(a) Construction Plans. During each phase of the development of the Property, the Developer shall prepare, or cause to be prepared, plans and specifications for the Developer Infrastructure included in such phase and have them submitted to the City for approval in accordance with this section. The City shall have thirty (30) business days from its acknowledged receipt of the first submittal of construction and/or engineering plans to approve or deny the plans or to provide comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have fifteen (15) business days from its acknowledged receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Final plat(s) for the Property, each of which are required to be approved by the City, shall reflect the locations, rights-of-way and easements for the Public Infrastructure to be located on such platted portion of the Property.

(b) Construction Standards and Inspection. The Public Infrastructure will be installed within the public rights-of-way or in easements granted to the City. The Public Infrastructure shall be constructed and inspected in accordance with applicable state law, City Regulations and all

other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Infrastructure.

(c) Final Acceptance and Ownership. All of the Public Infrastructure shall be owned by the City upon final acceptance of the same by the City using procedures established by City Regulations.

(d) Approval of Plats/Plans. All plats, permits, plans, designs or specifications shall be subject to approval by the City and shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Developer pursuant to this Agreement or the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, employees, officers or agents for the accuracy and competency of its design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations.

3.3 Operation and Maintenance of Public Infrastructure.

(a) Upon inspection, approval and acceptance of part or all of the Public Infrastructure, the City shall maintain and operate the accepted infrastructure pursuant to the City Regulations.

(b) The Developer will construct and each respective Owners' Association shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements, appurtenances or Amenities not maintained and operated by the City.

3.4 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents or easements within sixty (60) days of commencing such efforts to obtain the needed easements and rights-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, the Developer shall be responsible for funding all legal proceeding/litigation costs, attorney's fees and related expenses and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this subsection, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer

deposits additional Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

ARTICLE IV
CONVEYANCE OF PARKLAND TRACT

4.1 Conveyance. As an additional condition to Developer receiving the benefits described in this Agreement, the Developer shall convey fee simple title, free and clear of any liens and encumbrances, and by Special Warranty Deed, in the form attached hereto as **Exhibit E**, in and to that certain tract of land consisting of 22.336± acres, more particularly described and depicted in **Exhibit F**, attached hereto and incorporated herein for all purposes ("Parkland Tract"). Developer shall perform all acts necessary to convey the Parkland Tract to the City no later than, and as a condition of, the City's approval of a final plat for any portion of the Property. Prior to conveyance of the Parkland Tract and as a condition of such final plat approval, the Developer shall provide to the City a Phase I Environmental Assessment study on the Parkland Tract. The City shall have no obligation to accept the conveyance of the Parkland Tract unless and until the Phase I Environmental Assessment study is complete, indicates no recommendations for cleanup and the certification of the assessment is provided to the City.

4.2 Conditions to Acceptance of Parkland Tract. As additional conditions of the City's acceptance of the Parkland Tract and approval of a final plat for the Property: (a) the Parkland Tract must be conveyed in accordance with this Agreement and at no cost or expense to the City; (b) the Developer shall, at its sole cost and expense, obtain and file releases of any liens and encumbrances affecting any portion of the Parkland Tract, as directed by the City, so that the Parkland Tract may be conveyed free and clear of all liens and encumbrances; (c) the Developer shall, at its sole cost and expense, provide to the City any existing surveys of the Parkland Tract within seven (7) days of the Effective Date of the Original Agreement; (d) the Developer shall pay all costs associated with conveying the Parkland Tract, including the costs of: (i) title commitments from a title company selected by the City along with copies of all exception documents; (ii) an owner's title policy for the Parkland Tract in a form acceptable to the City; (iii) taxes prorated to date of closing; (iv) recording fees; (v) charges or fees collected by the title company; and (vi) fees for any other service in connection with the conveyance of the Parkland Tract to the City; (e) the Developer shall, at its sole cost and expense construct park improvements to include an 8-ft minimum trail connecting Friendship Rd to existing pond with sitting areas (natural and benches) and one shade structure, the trail is to be made of reinforced concrete, decomposed granite, or other suitable material approved through the Site Plan process per Development Plan. The parties agree that the issuance of an owner's title policy for the Parkland Tract shall be a condition precedent to the City's obligations under this Agreement. For purposes of issuance of the title policy described in this Agreement only, the parties agree that the total value of the Parkland Tract is Four Hundred Twenty Thousand and 00/100 dollars ($420,000).

ARTICLE V
FORMATION OF OWNERS' ASSOCIATION

The Developer will create an Owners' Association within the Property, which shall be required to levy and collect from each End-Buyer annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls and all other improvements for which the Owners' Association is responsible for maintaining within the Property. Common areas, including but not limited to all landscaped entrances to the Property and right-of-way landscaping, shall be maintained solely by the Owners' Association. Maintenance of public rights-of-way by the Owners' Association shall comply with City Regulations and shall be subject to oversight by the City. The Parties shall cooperate with each other to execute documents necessary to give the Owners' Association permission to maintain and operate facilities on City-owned property as necessary.

ARTICLE VI
INSPECTION AND PERMITTING

The City shall inspect or cause to be inspected, as required by City Regulations, the construction of all Developer Infrastructure, structures, and any infrastructure improvements necessary to support the proposed development within the Property, including, without limitation, water, sanitary sewer, drainage, streets, park facilities, electrical and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, the Developer Infrastructure in accordance with approved engineering plans, construction plans and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement or law if the City withholds building permits, certificates of occupancy or City utility services as to a phase or portion of the development unless and until the Developer has fully met its obligations to provide for the required Developer Infrastructure necessary to serve such phase according to the approved engineering plans and City Regulations, and until such Developer Infrastructure has been dedicated to and accepted by the City.

If the City finds that such Developer Infrastructure has been completed in accordance with the final plans and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the Developer Infrastructure, whereupon ownership of such Developer Infrastructure shall be transferred to the City and shall be operated and maintained by the City at its sole expense after the expiration of the required two (2) year maintenance bond. The requirement for acceptance does not apply to landscaping improvements and other Amenities that will be maintained by the Owners' Association.

ARTICLE VII
DEVELOPMENT

7.1 Full Compliance with City Standards. In the construction, renovation, maintenance and alteration of any existing or future building on the Property, the Developer shall not use or

install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the City Regulations, including without limitation, the PD, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement under Chapter 3000 of the Texas Government Code, and the City Regulations in the construction, renovation, maintenance and alteration of any existing or future building on the Property. The City Council hereby designates the Property for its architectural significance and importance.

7.2 Replat. The Parties acknowledge that the Property will be developed in phases. The Developer may submit a replat for all or any portion of the Property throughout the development of the Property. Any replat shall be in conformance with the Concept Plan. Approval of the replat shall be governed by the City Regulations and state law.

ARTICLE VIII
DEVELOPMENT PROCESS AND CHARGES

8.1 Development, Review and Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation, fees relating to platting, zoning requests and any other charges and fees not expressly exempted or altered by the terms of this Agreement. This Agreement does not waive any of the City's right to: (i) assess or collect roadway, water, and wastewater Impact Fees in compliance with Chapter 395 of the Texas Local Government Code; or (ii) assess or collect inspection fees and charges relating to the development of the Property. The Developer shall continue to be responsible for the foregoing, and nothing contained in this Agreement shall be construed to eliminate or reduce any such obligations that the Developer might incur in connection with developing the Property.

8.2 Infrastructure. All Public Infrastructure shall be designed, constructed and installed in compliance with the City Regulations in effect at the time the Developer seeks approval of the plans associated with any component of the Public Infrastructure. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City as specified in this Agreement. Each shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

8.3 **INDEMNIFICATION AND HOLD HARMLESS.**

(a) THE DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN

WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF THE DEVELOPER OR THE DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM THE DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE 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 THE DEVELOPER AND THE DEVELOPER'S EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.

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

RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

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

ARTICLE IX
EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement.

9.2 Remedies. If a Party remains in default after the applicable cure period as provided in Section 9.1 of this Agreement, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, terminate this Agreement and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief.

ARTICLE X
ASSIGNMENT AND ENCUMBRANCE

10.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties. The Developer has the right (from time to time upon written consent of the City Council) to assign this Agreement, in whole or in part, to any person or entity (an "Assignee") that (i) is or will become an owner of any portion of the Property, or (ii) is controlled by or under common control by the Developer, provided that the Developer is not in breach of this Agreement at the time of such assignment. An Assignee is considered the "Developer" and a "Party" under this Agreement for the purposes of the obligations, rights, title, and interest assigned to the Assignee. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

10.2 Encumbrance. Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any

lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

10.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of an End-Buyer of a Fully Developed and Improved Lot within the Property, any person or entity upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. Subject to the limitations expressed below, this Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End-Buyer of a Fully Developed and Improved Lot; provided, however, that no such conveyance of a Fully Developed and Improved Lot shall release Developer from its obligations hereunder, and each End-Buyer shall remain responsible for payment of Assessments associated with ownership of each End-Buyer's respective Fully Developed and Improved Lot. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on the existence or nonexistence of a recorded affidavit to establish whether such termination has occurred as to a lot.

10.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.5 Notice of Assignment of this Agreement. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XI
RECORDATION

11.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Grayson County. This Agreement binds and constitutes a covenant running with the Property. On the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

12.2 Notices. Any Notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:
Attn: City Manager
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

With a copy to:	Attn: Ryan D. Pittman Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069
To the Developer:	Attn: Taylor Blanchard Sherman Hickory Hill LLC 4100 Spring Valley Rd Dallas, TX 75244

Any Party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

12.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

12.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

12.5 Authority and Enforceability. The City represents and warrants that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding on such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

12.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

12.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

12.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Grayson County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Grayson County District Court.

12.9 Non-Waiver. Any failure by a Party to insist on strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist on strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

12.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds of the Property
Exhibit B	Reserved
Exhibit C	Concept Plan
Exhibit D	Public Infrastructure
Exhibit D-1	On-Site Sewer Line Extensions and On-Site Water Line Extensions
Exhibit E	Agreed Form of Deed
Exhibit F	Metes and Bounds of the Parkland Tract
Exhibit G	Road Improvement Opinion of Probable Cost

12.13 Governmental Powers; Waivers of Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.14 Entire Agreement. This Agreement, including its exhibits and documents executed in accordance with this Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement.

12.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the Parties expressly amending the terms of this Agreement.

12.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

ARTICLE XIII
ACKNOWLEDGEMENTS AND WAIVERS

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

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY THE DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED;
(D) NUISANCE; OR
(E) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) DEVELOPER HEREBY RELEASES THE CITY FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.

(iv) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED

BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON THE CITY'S INFRASTRUCTURE. DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(v) **DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.**

(b) **THE DEVELOPER RELEASES THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.**

(c) **THE DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**

(d) **THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

13.2 Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. The Developer acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to the City "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a

"permit" as defined in Chapter 245 of the Texas Local Government Code. **THE DEVELOPER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

13.3 Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that The City shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in Article III of this Agreement. Neither the City nor its Council Members, officers, agents, representatives or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the Developer Improvements, including the construction thereof. The City and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to Developer, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees.

13.4 Condemnation Procedures/Rights Waiver. **AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED.**

13.5 Original Agreement. This Agreement amends and restates the Original Agreement. On the execution of this Agreement by all parties, the provisions of the Original Agreement shall be void and of no further force or effect, and this Agreement shall supersede the same.

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

CITY OF SHERMAN

By: _____
Robby Hefton, City Manager
Date: 7/18/2023

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM

_____
Ryan D. Pittman, City Attorney

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 18 day of July, 2023, by Robby Hefton, City Manager of the City of Sherman, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

MICHELLE ROLLINS
NOTARY PUBLIC
STATE OF TEXAS
ID # 13370934-3
My Comm. Expires 05-10-2026

Michelle Rollins
Name printed or typed

Commission Expires: 5/10/2026

DEVELOPER

Sherman Hickory Hill, LLC

By: _____
Name: Taylor Blanchard
Its: Manager
Date: 7/17/23

STATE OF TEXAS §
§
COUNTY OF Grayson §

This instrument was acknowledged before me on the 17th day of July, 2023, by Taylor Blanchard, Manager of Sherman Hickory Hill LLC, a Limited Liability Company, on behalf of said Company.

TERI FINE
NOTARY PUBLIC
STATE OF TEXAS
ID # 13277115-1
My Comm. Expires 10-28-2024

_____
Notary Public, State of Texas

EXHIBIT A
Property Metes and Bounds

TRACT 1 Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Ralston W. Adams Survey, Abstract No. 18, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209, and being a part of the 145.33 acre tract of land conveyed to Hickery Hill, LLC by deed of record in Volume 5691, Page 715, Official Public Records, Grayson County, Texas, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2" steel rod northwest corner of said 145.33 acre tract and the northwest corner of that 4.770 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-805 of said Official Public Records;

Thence North 88°42'38" East, a distance of 2,159.61 feet to a found P/K nail;
Thence South 14°32'44" West, a distance of 47.97 feet to asset ½" steel rod;
Thence with a non-tangent curve to the left having a radius of 1,157.00 feet, (chord bears South 82°02'56" West, 109.16 feet) an arc length of 109.20 feet to a point;
Thence South 79°20'42" West, a distance of 83.10 feet to a point;

Thence over and across said 145.33 are tract the following calls and distances:
South 31°19'12" East, a distance of 81.86 feet to a set 1/2" steel rod,
South 24°15'41" East, a distance of 55.73 feet to a set 1/2" steel rod;
South 14°29'58" West, a distance of 108.49 feet to a set 1/2" steel rod;
South 21°57'24" West, a distance of 99.13 feet to a set 1/2" steel rod;
South 27°47'58" West, a distance of 92.86 feet to a set 1/2" steel rod;
South 15°47'53" West, a distance of 495.55 feet to a set 1/2" steel rod;
South 02°17'13" West, a distance of 439.12 feet to a set 1/2" steel rod;
South 15°05'02" West, a distance of 68.77 feet to a set 1/2" steel rod;
South 21°56'21" East, a distance of 38.15 feet to a set 1/2" steel rod;
South 06°14'14" East, a distance of 328.16 feet to a set 1/2" steel rod;
South 11°05'36" East, a distance of 186.52 feet to a set 1/2" steel rod;
South 21°52'05" West, a distance of 434.71 feet to a set 1/2" steel rod;
Thence North 89°15'26" West, a distance of 1,172.87 feet to a set 1/2" steel rod in a southerly line of said 145.33 acre tract;
Thence with said southerly and westerly line of said 145.33 acre tract the following calls and distance:
North 01°57'10" East, a distance of 170.86 feet to a set 1/2" steel rod
North 02°43'50" West, a distance of 359.40 feet to a set 1/2" steel rod
North 86°14'50" West, a distance of 5.10 feet to a set 1/2" steel rod,
South 04°43'53" West, a distance of 363.36 feet to a set 1/2" steel rod
South 00°39'50" East, a distance of 200.10 feet to a set 1/2" steel rod
South 02°44'10" West, a distance of 203.30 feet to a set 1/2" steel rod
South 02°33'10" West, a distance of 252.30 feet to a set 1/2" steel rod
South 12°34'50" East, a distance of 144.90 feet to a set 1/2" steel rod
South 10°06'10" West, a distance of 105.80 feet to a set 1/2" steel rod
South 16°57'10" West, a distance of 103.00 feet to a set 1/2" steel rod
South 13°20'10" West, a distance of 110.10 feet to a set 1/2" steel rod
South 01°20'10" West, a distance of 116.80 feet to a set 1/2" steel rod

South 02°33'10" West, a distance of 74.50 feet to a set 1/2" steel rod
South 58°42'10" West, a distance of 97.00 feet to a point;
North 25°29'10" East, a distance of 47.20 feet to a point;
North 44°14'50" West, a distance of 91.30 feet to a point;
North 20°21'50" West, a distance of 138.90 feet to a point;
North 75°01'50" West, a distance of 40.70 feet to a point;
South 40°13'10" West, a distance of 107.80 feet to a point;
South 01°56'50" East, a distance of 133.10 feet to a point;
South 66°58'10" West, a distance of 172.80 feet to a point;
South 72°40'10" West, a distance of 67.30 feet to a point;
North 69°54'27" West, a distance of 133.70 feet to a point;
North 15°23'50" West, a distance of 71.20 feet to a point;
North 13°20'10" East, a distance of 72.70 feet to a point;
North 41°35'10" East, a distance of 65.10 feet to a point;
North 09°46'50" West, a distance of 99.10 feet to a point;
North 74°22'50" West, a distance of 56.20 feet to a point;
North 80°37'50" West, a distance of 108.70 feet to a point;
North 38°56'50" West, a distance of 210.50 feet to a point;
North 19°18'10" East, a distance of 64.70 feet to a point;
North 32°18'10" East, a distance of 68.30 feet to a point;
North 00°42'50" West, a distance of 69.85 feet to a point;
Thence North 88°02'15" East, a distance of 565.40 feet a set 1/2" steel rod;
Thence North 02°30'36" West, a distance of 1,657.98 feet to a metal fence corner post;
Thence North 01°40'30" West, a distance of 1,185.25 feet to the Point of Beginning and containing 112.434 acres of land.

TRACT 2 Legal Description

Situated in the County of Grayson, State of Texas, being a part of Ralston W. Adams Survey, Abstract No. 18 also being a part of G.R. Reeves Survey, Abstract No. 1020, and being that 38.00 acre tract of land conveyed to Lamberth Hickery Hill, LLC as recorded in Document No. 2018-22906 Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a found P/K nail at intersection of Lamberth Road and Meadow Lake Drive being the northeast corner of said 38.00 are tract;
Thence South 00°36'07" East, a distance of 557.39 feet to a found ½" steel rod;
Thence South 01°40'30" East, a distance of 1,185.25 feet to a Metal Pipe Post being the northwest corner of a 390 acre tract of land conveyed to Grayson County 1078 LTD, recorded in Volume 5141, Page 173, of said Official Public Records;
Thence South 88°40'43" West with the south line of said 38.000 acre tract, a distance of 955.28 feet to a set ½" steel rod;
Thence North 01°18'53" West with the west line of said 38.00 acre tract, a distance of 1,736.08 feet to a set P/K nail, the northwest corner of said 38.000 acre tract
Thence North 88°11'37" East, a distance of 498.65 feet to a found P/K nail;
Thence North 88°23'33" East, a distance of 456.14 feet to the Point of Beginning and containing 38.000 acres of land.

SAVE AND EXCEPT THE FOLLOWING TWO TRACTS:

Multifamily Legal Description

BEING a tract of land situated in the City of Sherman, Grayson County, Texas, being a part of the Ralston W. Adams Survey, Abstract No. 18, being a part of a called 38.00 acre tract of land described in Warranty Deed to Lamberth Hickery Hill, LLC, recorded in Document No. 2018-22906, Official Public Records, Grayson County, Texas (O.P.R.G.C.T.) and being more particularly described as follows:

BEGINNING at a metal pipe post found at the southeast corner of said 38.00 acre tract of land and the northeast corner of a called 1,078.81 acre tract of land described in a Special Warranty Deed to Grayson County 1078, LTD., recorded in Volume 5141, Page 173, O.P.R.C.G.T.;

THENCE South 88 degrees 41 minutes 45 seconds, a distance of 955.28 feet along the south line of said 38.00 acre tract of land and the north line of said 1,078.81 acre tract of land to a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4709", said iron being the southwest corner of said 38.00 acre tract of land and the southeast corner of a called 51.418 acre tract of land described in a Partition Warranty Deed to JBH Partners, LTD., recorded in Document No. 2018-23057, O.P.R.G.C.T.,

THENCE North 01 degrees 18 minutes 15 seconds, a distance of 902.07 feet along the west line of said 38.00 acre tract of land and the east line of said 51.418 acre tract of land to a capped iron rod found for corner, said capped iron rod being at the intersection of the south line of said 4.340 acre tract of land, the west line of said 38.00 acre tract of land and the east line of said 51.418 acre tract of land, from which a MAG nail with a shiner found at the northwest corner of said 38.00 acre tract of land and northeast of said 51.418 acre tract of land bears North 01 degrees 18 minutes 15 seconds, passing at a distance of 88.15 feet a capped iron rod found for corner and continuing a total distance of 834.01 feet;

THENCE over and across said 38.00 acre tract of land and along the south line of said 4.340 acre tract of land, the following courses and distances;

In a northeasterly direction, a distance of 126.49 feet, having a central angle of 04 degrees 51 minutes 15 seconds, a radius of 1,493.00 feet, a tangent length of 63.28 feet and whose chord bears North 73 degrees 57 minutes 50 seconds East a distance of 126.45 feet to a capped iron rod for corner;

North 71 degrees 32 minutes 12 seconds East, a distance of 293.59 feet to a capped iron rod found for corner, said capped iron rod being at the beginning of a tangent curve to the right;

In a northeasterly direction, a distance of 177.09 feet, having a central angle of 07 degrees 12 minutes 41 seconds, a radius of 1,407.00 feet, a tangent length of 88.66 feet and whose chord bears North 75 degrees 08 minutes 33 seconds East a distance of 176.97 feet to a point for corner;

THENCE over and across said 38.00 acre tract of land, , the following courses and distances;

South 00 degrees 26 minutes 25 seconds East, a distance of 206.96 feet to a point for corner;

North 89 degrees 32 minutes 52 seconds East, a distance of 311.58 feet to a point for corner;

South 00 degrees 27 minutes 08 seconds East, a distance of 216.22 feet to a point for corner, said point being at the beginning of a tangent curve to the left;

In a southeasterly direction, a distance of 434.08 feet, having a central angle of 21 degrees 25 minutes 19 seconds, a radius of 1,161.00 feet, a tangent length of 219.60 feet and whose chord bears South 11 degrees 09 minutes 48 seconds East a distance of 431.55 feet to a point for corner;

South 01 degrees 39 minutes 52 seconds East, a distance of 209.38 feet to the **POINT OF BEGINNING** and containing 851,798 square feet or 19.555 acres of land.

LEGAL DESCRIPTION

BEING 24.680 ACRES OF LAND, situated in the William Thompson Survey, Abstract No. 1209 in Grayson County, Texas, being part of a called 145.33 acre tract of land described in deed to Hickery Hill, LLC. As recorded in Volume 5691, Page 715 Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described as follows:

Commencing at 5/8 inch iron rod found for the northwest corner of said 145.33 acre tract, also being the northwest corner of a 4.770 acre Right-of-Way (ROW) dedication for Lamberth Rd as described in deed to the City of Sherman as recoded in Document No. 2022-805 of the O.P.R.G.C.T., also being the called northwest corner of said William Thompson Survey and the called southwest corner of the James H. Vaden Survey Abstract No. 1288; Thence with the west line of said 145.33 acre tract, the west line of said 4.770 acre Lamberth ROW dedication, the called west line of said William Thompson Survey, also being the called east line of the Ralston W. Adams Survey Abstract No. 18, South 01° 40' 30" East, a distance of 102.00 feet to the southwest corner of said 4.770 acre Lamberth ROW dedication; Thence with the south line of said 4.770 acre Lamberth ROW dedication North 88° 42' 38" East, a distance of 44.35 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner" (North 7,290,495.30, East 2,527,508.57) for the Point of Beginning of herein described tract;

Thence continuing with south line of said 4.770 acre Lamberth ROW dedication North 88° 42' 38" East, a distance of 771.00 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner";

Thence over and across said 145.33 acre tract, South 00° 38' 23" East, a distance of 418.92 feet to 1/2 inch iron rod with Cap set stamped "TTL Inc Property Corner";

Thence continuing over and across said 145.33 acre tract, South 39° 53' 33" East a distance of 586.31 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner";

Thence continuing over and across said 145.33 acre tract, South 50° 06' 27" West a distance of 886.72 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner";

Thence continuing over and across said 145.33 acre tract, North 39° 27' 44" West a distance of 381.71 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner" for the Point of Curvature of a circular curve to the right having a radius of 1075.00 feet a central angle of 39° 00' 36" and a chord that bears North 19° 57' 26" West a distance of 717.86 feet;

Thence continuing over and across said 145.33 acre tract and the arc of the previous mentioned curve a distance of 731.91 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner";

Thence continuing over and across said 145.33 acre tract, North 00° 27' 08" West a distance of 430.21 feet to a 1/2 inch iron rod set with Cap stamped "TTL Inc Property Corner";

Thence continuing over and across said 145.33 acre tract, North 44° 07' 45" East a distance of 28.49 feet to the Point of Beginning, containing 24.68 acres of land.

EXHIBIT B
Reserved

EXHIBIT C
Concept Plan

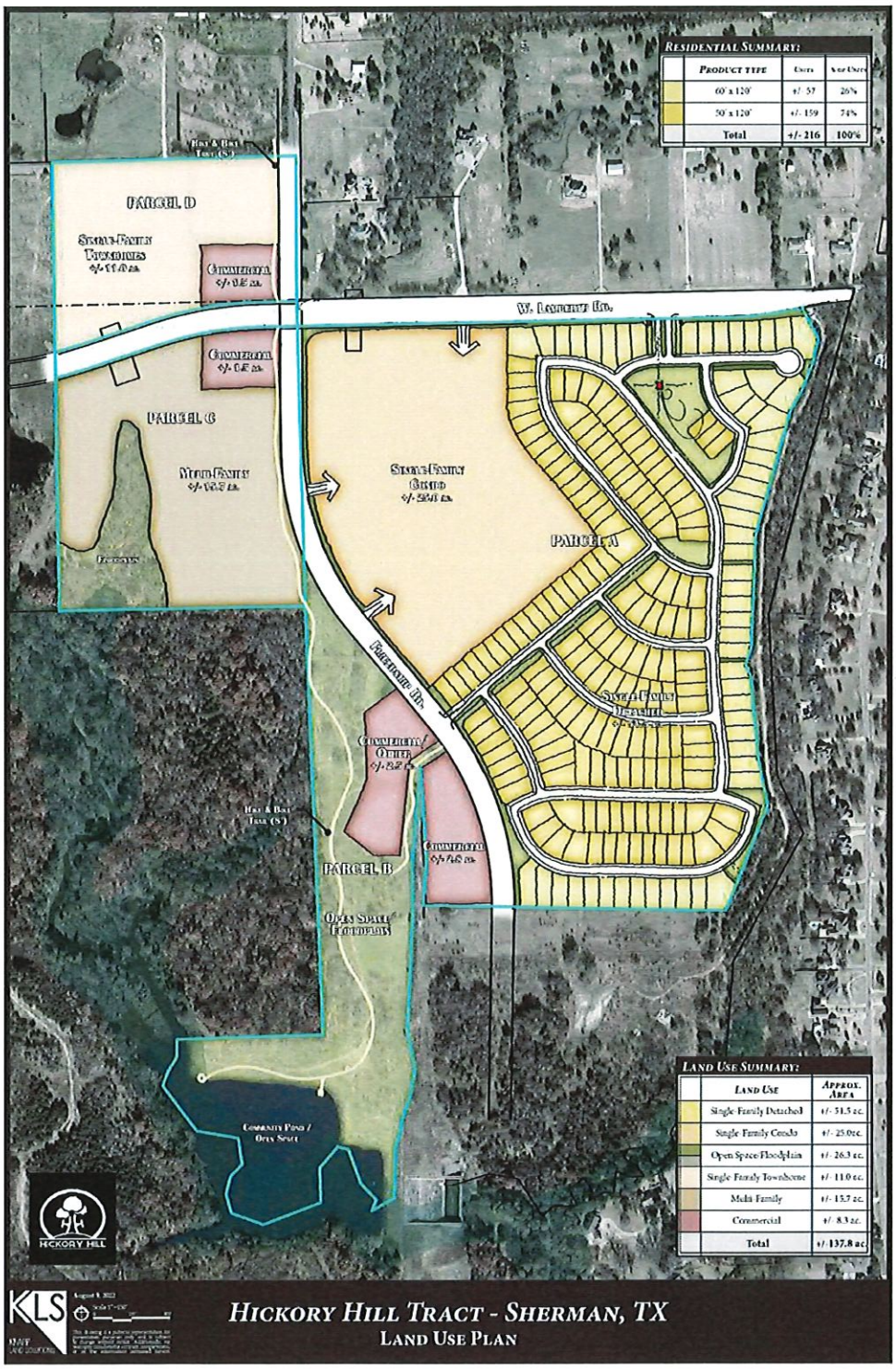


EXHIBIT D
Public Infrastructure

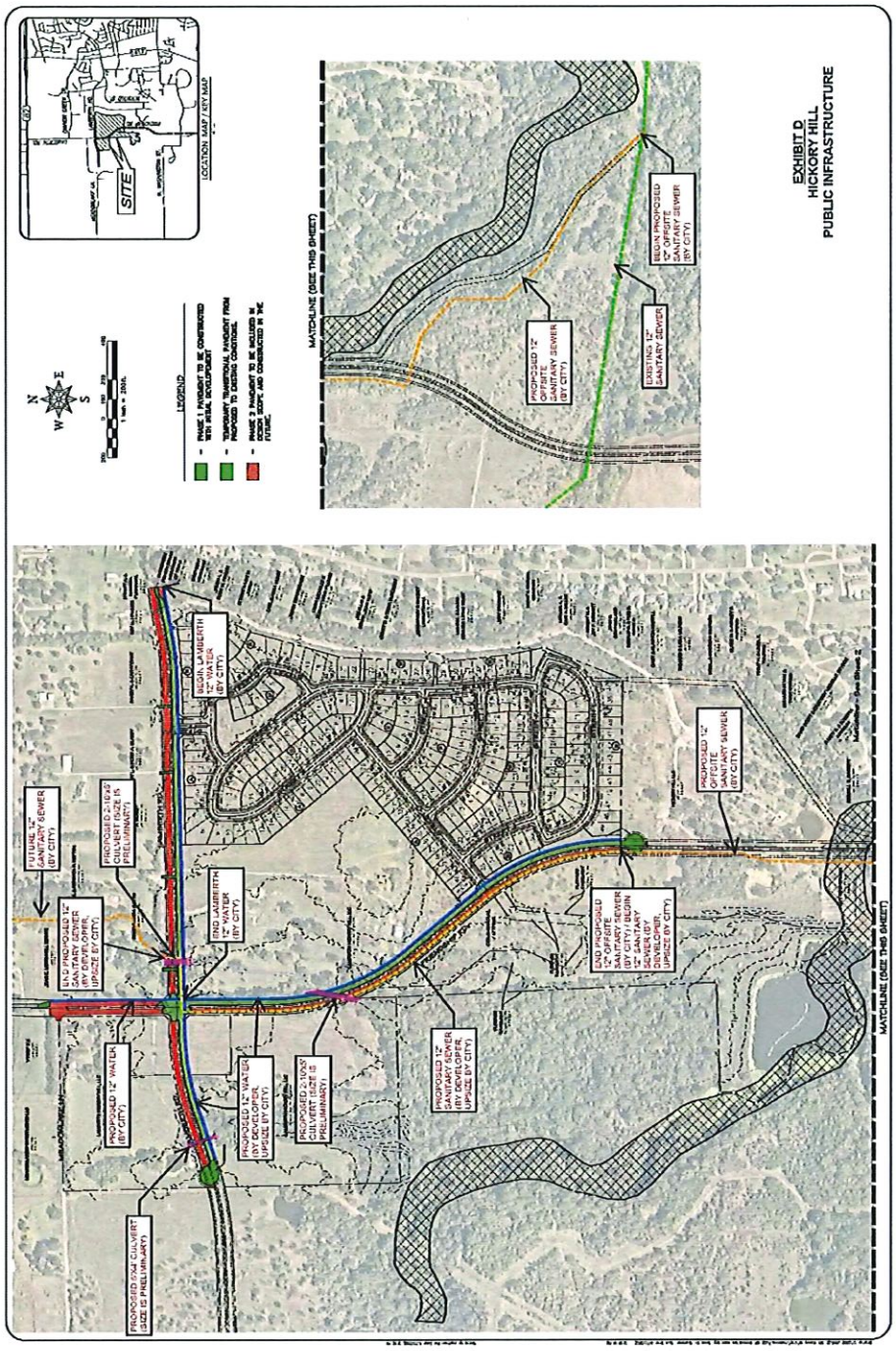


EXHIBIT D-1
On-Site Sewer Line Extensions and On-Site Water Line Extensions

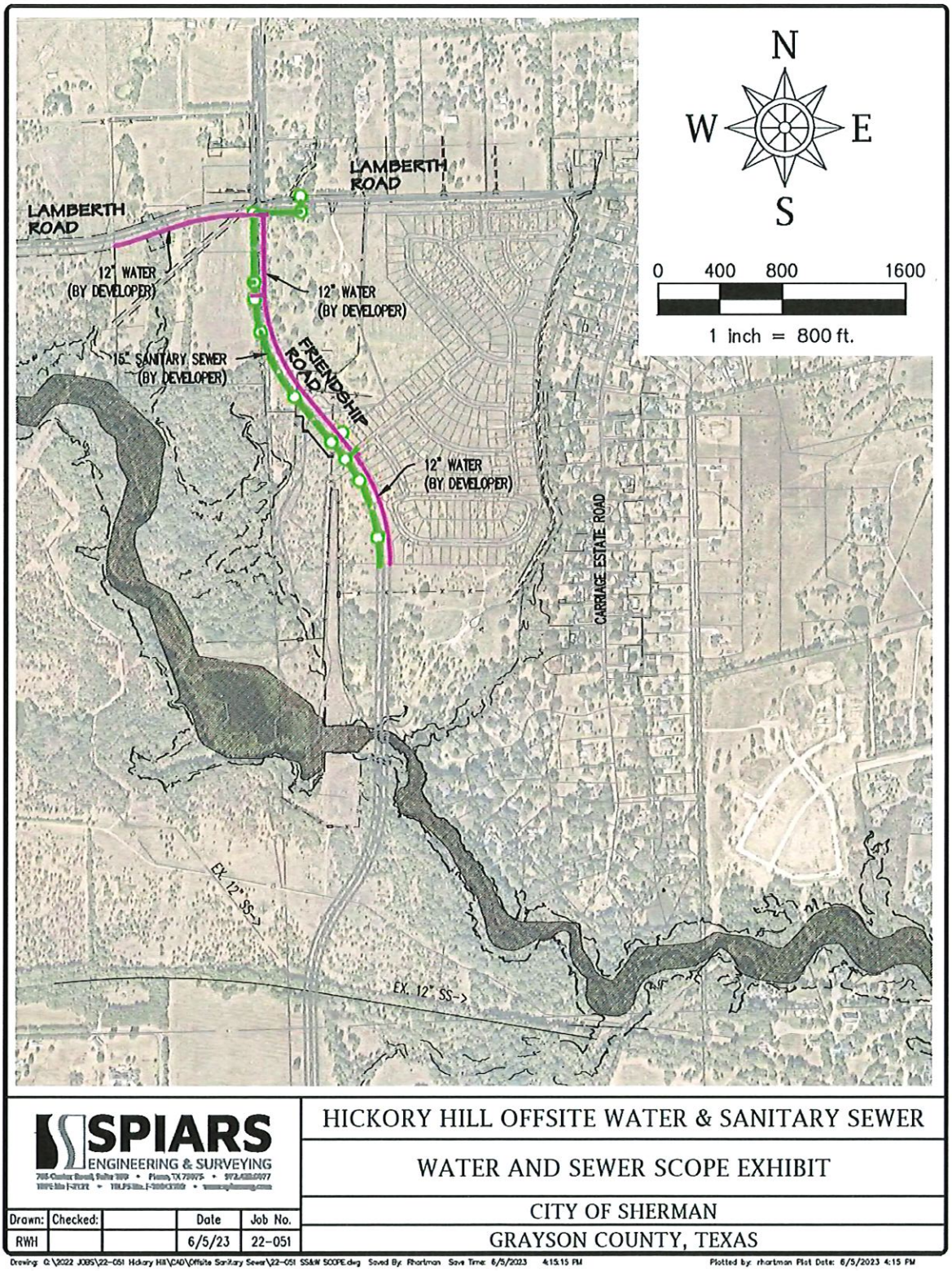


EXHIBIT E
Agreed Form of Deed

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

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

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

As used herein, the following terms shall have the following meanings:

Effective Date: _____, 20____

Grantor: _____

Grantor's Mailing Address: _____
_____

Grantee: CITY OF SHERMAN, TEXAS, a home-rule municipality

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

___ ± acres of land, situated in the _____ Survey, Abstract No. _____, City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein for all purposes ("Property").

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property, including any right, title and interest in and to adjacent streets, roads, alleys or rights-of-way; all oil, gas and other minerals; and any improvements, fixtures, and personal property situated on or attached to the Property.

Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances, if any, listed on Exhibit 2, attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of roadway or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

When the context requires, singular nouns and pronouns include the plural.

[*Signature pages follow.*]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 20__.

GRANTOR:

_____,
a _____

By: _____

Printed Name: _____

Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

AGREED AND ACCEPTED:

CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ROBBY HEFTON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
Linda Ashby, City Clerk

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

By: _____
Ryan D. Pittman, City Attorney

PARTIAL RELEASE OF LIEN

The undersigned, being the holder of the lien against all or a portion of the Property evidenced by:

hereby consents to the execution of the foregoing Deed and hereby releases the Property from the lien or lien(s) described above.

_____,
a _____

By: _____
_____, _____

STATE OF _____ §
§
COUNTY OF _____ §

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

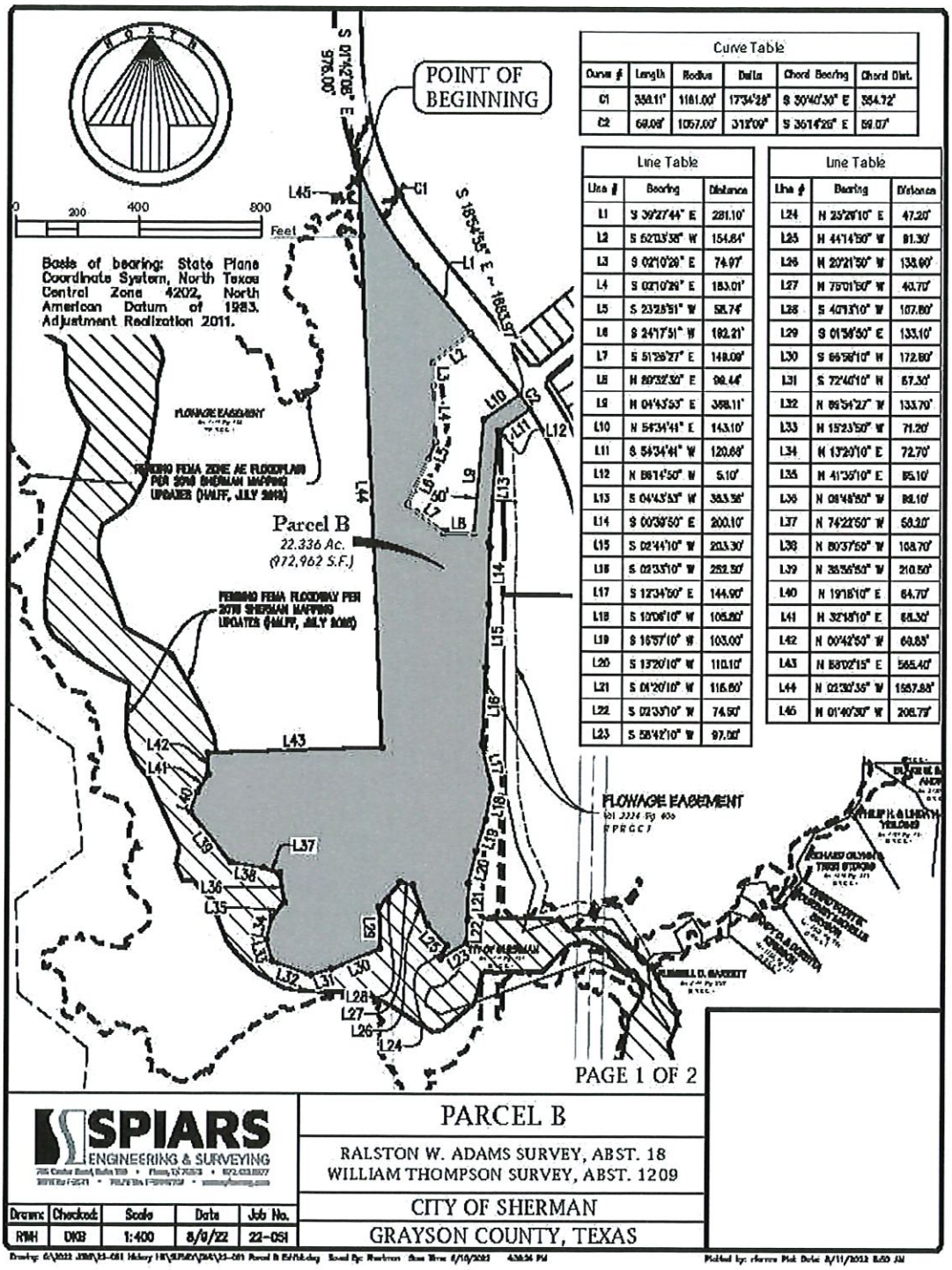
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of _____
My Commission Expires:_____

Exhibit 1
Legal Description of the Property

Exhibit 2
Permitted Exceptions

EXHIBIT F
Legal Description of Parkland Tract



Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
C1	358.11'	1181.00'	17°34'28"	S 30°40'30" E	356.72'
C2	60.08'	1057.00'	3°15'09"	S 36°14'25" E	59.07'

Line Table

Line #	Bearing	Distance
L1	S 39°27'44" E	281.10'
L2	S 52°03'38" W	154.64'
L3	S 02°10'26" E	74.97'
L4	S 02°10'26" E	183.01'
L5	S 23°25'51" W	58.74'
L6	S 24°17'51" W	182.21'
L7	S 51°29'27" E	148.09'
L8	N 89°32'32" E	98.44'
L9	N 04°43'53" E	368.11'
L10	N 54°34'41" E	143.10'
L11	S 54°34'41" W	120.68'
L12	N 88°14'50" W	5.10'
L13	S 04°43'53" W	383.36'
L14	S 00°39'50" E	200.10'
L15	S 02°44'10" W	203.30'
L16	S 02°33'10" W	252.50'
L17	S 12°34'50" E	144.90'
L18	S 10°06'10" W	105.80'
L19	S 16°57'10" W	103.00'
L20	S 13°20'10" W	110.10'
L21	S 01°20'10" W	116.60'
L22	S 02°33'10" W	74.50'
L23	S 58°42'10" W	97.00'

Line Table

Line #	Bearing	Distance
L24	N 25°26'10" E	47.20'
L25	N 44°14'50" W	91.30'
L26	N 20°21'50" W	138.90'
L27	N 75°01'50" W	40.70'
L28	S 40°13'10" W	107.80'
L29	S 01°34'50" E	133.10'
L30	S 66°58'10" W	172.80'
L31	S 72°40'10" W	67.30'
L32	N 86°54'27" W	133.70'
L33	N 15°23'50" W	71.20'
L34	N 13°20'10" E	72.70'
L35	N 41°39'10" E	85.10'
L36	N 08°48'50" W	88.10'
L37	N 74°22'50" W	58.20'
L38	N 80°37'50" W	108.70'
L39	N 35°56'50" W	210.50'
L40	N 19°18'10" E	64.70'
L41	N 32°48'10" E	68.30'
L42	N 00°42'50" W	60.85'
L43	N 88°02'15" E	565.40'
L44	N 02°32'35" W	1557.88'
L45	N 01°40'30" W	208.75'

EXHIBIT G
Opinion of Probable Cost for Roadway Improvements

BID TABULATION
HICKORY HILL DEVELOPMENT
LAMBERTH RD IMPROVEMENTS
SHERMAN, TX
7/5/2023

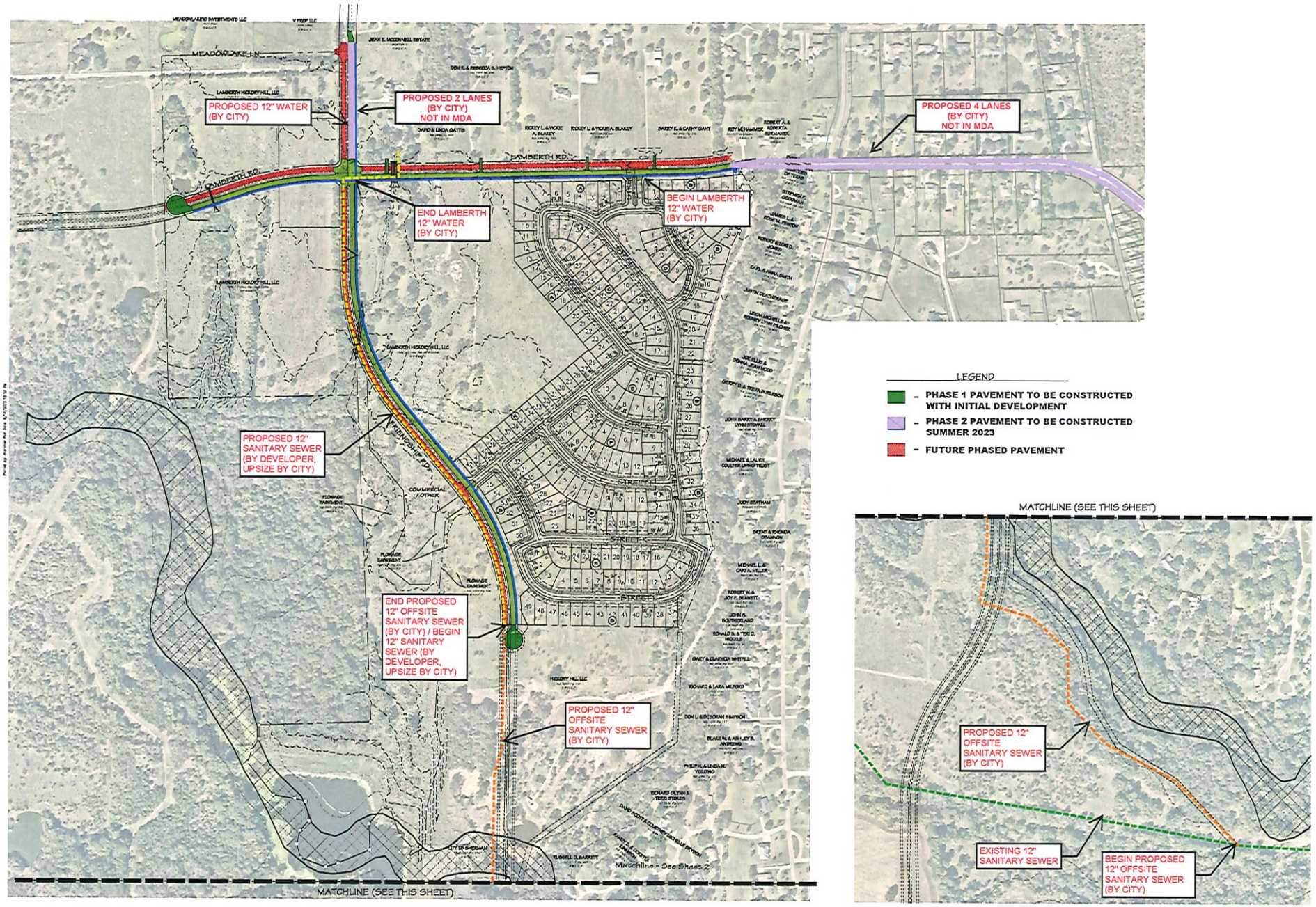
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
6.00	LAMBERTH RD IMPROVEMENTS (SHARED OFF-SITE)				
6.01	Construction Staking	1	LS	$56,708.00	$56,708.00
6.02	Remove Exist Base and HMAC Paving	3,840	SY	$12.00	$46,080.00
6.03	Remove Exist Flexbase Driveway	2	EA	$1,725.00	$3,450.00
6.04	Construct Flexbase Driveway Extension	276	SY	$18.00	$4,968.00
6.05	Silt Fence	6,500	LF	$1.90	$12,350.00
6.06	Curlex behind BOC	5,621	LF	$1.30	$7,307.30
6.07	Inlet Protection	12	EA	$275.00	$3,300.00
6.08	Remove Type III Barricade	1	EA	$500.00	$500.00
6.09	Rock Check Dam	175	LF	$45.00	$7,875.00
6.10	Stone Overflow Structure	10	EA	$400.00	$4,000.00
6.11	Construction Entrance	2	EA	$2,900.00	$5,800.00
6.12	Clearing and Grubbing	6.7	AC	$1,500.00	$10,050.00
6.13	Unclassified Excavation	21,579	CY	$2.90	$62,579.10
6.14	Encasement and Venting of Existing Gasline	1	EA	$87,500.00	$87,500.00
6.15	8" Reinf. Concrete Pavement, Curb & Gutter - 23' B-B Section (Thoroughfare)	10,383	SY	$70.50	$732,001.50
6.16	6" Lime Stabilized Subgrade (1' outside BOC)	11,059	SY	$3.15	$34,835.85
6.17	11.5% Hydrated Lime (30#/SY)	166	TONS	$318.00	$52,788.00
6.18	Temporary Transition/Turnaround	1,638	SY	$87.10	$142,669.80
6.19	6" Concrete Driveway	332	SY	$90.95	$30,204.40
6.20	Directional Barrier Free Ramps	2	EA	$2,850.00	$5,700.00
6.21	Bi-Directional Barrier Free Ramps	4	EA	$2,850.00	$11,400.00
6.22	Construct Street Header	266	LF	$15.00	$3,990.00
6.23	Instal Type III Barricade	302	LF	$89.00	$26,878.00
6.24	5' Sidewalk (4" thk)	13,450	SF	$7.70	$103,565.00
6.25	METAL BEAM GUARD FENCE	423	LF	$82.75	$35,003.25
6.26	SIGN - SPEED LIMIT	1	EA	$375.00	$375.00
6.27	SIGN - STREET	3	EA	$375.00	$1,125.00
6.28	SIGN - STREET WITH STOP	5	EA	$395.00	$1,975.00
6.29	Pavement Striping	1	LS	$24,900.00	$24,900.00
6.30	Traffic Control	1	LS	$44,100.00	$44,100.00
6.31	Paving Performance, Payment, & Maintenance Bond (2 yr)	1	LS	$15,975.00	$15,975.00
6.32	18" RCP (Class III)	1,137	LF	$78.51	$89,265.87
6.33	21" RCP (Class III)	249	LF	$85.89	$21,386.61
6.34	24" RCP (Class III)	42	LF	$102.68	$4,312.56
6.35	27" RCP (Class III)	428	LF	$131.35	$56,217.80
6.36	33" RCP (Class III)	556	LF	$172.25	$95,771.00
6.37	42" RCP (Class III)	92	LF	$220.77	$20,310.84
6.38	48" RCP (Class III)	217	LF	$261.63	$56,773.71
6.39	12'x3' RCB	269	LF	$1,646.88	$443,010.72
6.40	6' x 4' RCB	350	LF	$568.12	$198,842.00
6.41	18" Plug	9	EA	$500.00	$4,500.00
6.42	42" Plug	1	EA	$1,200.00	$1,200.00
6.43	4' Manhole	4	EA	$4,500.00	$18,000.00
6.44	6' Manhole	1	EA	$6,250.00	$6,250.00
6.45	3'x3' 'Y' Inlet	2	EA	$4,100.00	$8,200.00
6.46	10' Recessed Curb Inlet	10	EA	$5,647.12	$56,471.20
6.47	18" Sloped End Headwall	2	EA	$1,850.00	$3,700.00
6.48	24" Sloped End Headwall	2	EA	$2,250.00	$4,500.00
6.49	27" Type B Headwall	1	EA	$3,250.00	$3,250.00
6.50	6' x 4' Type B Headwall	2	EA	$48,569.20	$97,138.40
6.51	Dbl 12' x 5' Parallel Headwall	2	EA	$60,101.92	$120,203.84

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
6.52	Trench Safety	3,340	LF	$0.99	$3,306.60
6.53	Storm Sewer CCTV and Testing	3,340	LF	$2.61	$8,717.40
6.54	Storm Sewer Performance, Payment, & Maintenance Bond (2 yr)	1	LS	1.25%	$16,516.61
				TOTAL LAMBERTH RD IMPROVEMENTS (SHARED OFF-SITE)	$2,937,798.36
				SUBTOTAL CITY CONTRIBUTION	$1,683,411.98
				CITY CONTINGENCY (10%)	$168,341.20
				TOTAL CITY CONTRIBUTION	$1,851,753.18
				DEVELOPER CONTRIBUTION	$1,254,386.38

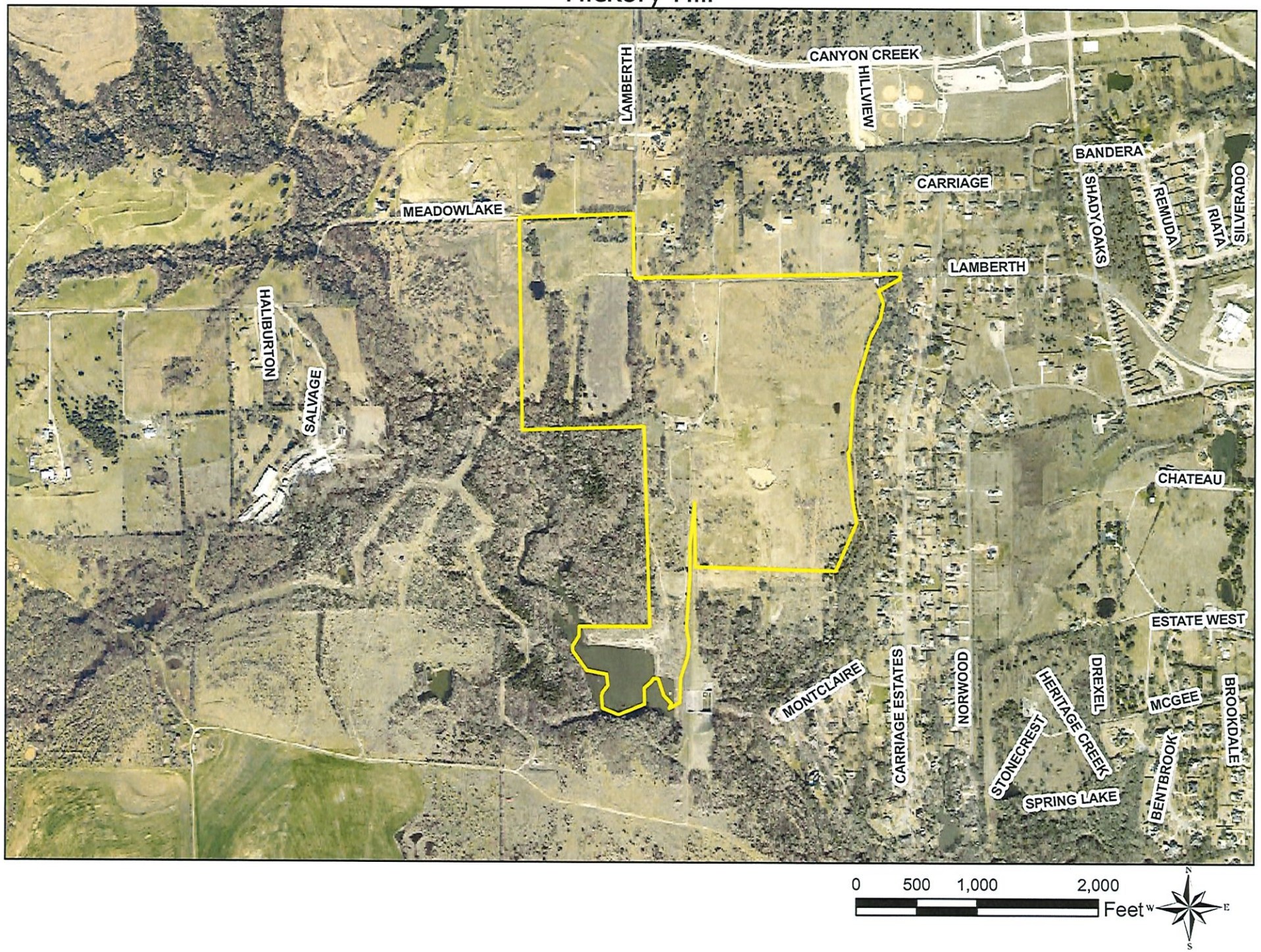
BID TABULATION
HICKORY HILL DEVELOPMENT
FRIENDSHIP RD IMPROVEMENTS
SHERMAN, TX
7/5/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
7.00	FRIENDSHIP RD IMPROVEMENTS (SHARED OFF-SITE)				
7.01	Construction Staking	1	LS	$44,166.00	$44,166.00
7.02	Silt Fence	5,059	LF	$1.95	$9,865.05
7.03	Stone Overflow Structure	13	EA	$400.00	$5,200.00
7.04	Rock Check Dam	378	LF	$45.00	$17,010.00
7.05	Curlex behind BOC	4,880	LF	$1.30	$6,344.00
7.06	Remove Type III Barricade	1	LF	$500.00	$500.00
7.07	Inlet Protection	10	EA	$275.00	$2,750.00
7.08	Construction Entrance	2	EA	$2900.00	$5,800.00
7.09	Clearing and Grubbing	5.7	AC	$1500.00	$8,550.00
7.10	Unclassified Excavation	18,432	CY	$2.90	$53,452.80
7.11	8" Reinf. Concrete Pavement, Curb & Gutter - 25' B-B Section (Thoroughfare)	7,495	SY	$70.50	$528,397.50
7.12	6" Lime Stabilized Subgrade (1' outside BOC)	8,039	SY	$3.15	$25,322.85
7.13	11.5% Hydrated Lime (30#/SY)	121	TONS	$318.00	$38,478.00
7.14	Directional Barrier Free Ramps	2	EA	$2850.00	$5,700.00
7.15	Construct Street Header	25	LF	$15.00	$375.00
7.16	5' Sidewalk (4" thk)	11,870	SF	$7.70	$91,399.00
7.17	METAL BEAM GUARD FENCE	234	LF	$76.00	$17,784.00
7.18	SIGN - SPEED LIMIT	5	EA	$375.00	$1,875.00
7.19	SIGN - STREET	2	EA	$375.00	$750.00
7.20	Pavement Striping	1	LS	$15170.00	$15,170.00
7.21	Traffic Control	1	LS	$15475.00	$15,475.00
7.22	Performance, Payment, & Maintenance Bond (2 yr)	1	LS	$11325.00	$11,325.00
7.23	18" RCP (Class III)	1,250	LF	$78.51	$98,137.50
7.24	24" RCP (Class III)	159	LF	$102.68	$16,326.12
7.25	42" RCP (Class III)	56	LF	$220.77	$12,363.12
7.26	48" RCP (Class III)	592	LF	$261.63	$154,884.96
7.27	60" RCP (Class III)	30	LF	$394.25	$11,827.50
7.28	10' x 5' RCB	328	LF	$1341.78	$440,103.84
7.29	5' x 5' RCB	150	LF	$490.86	$73,629.00
7.30	18" Plug	7	EA	$500.00	$3,500.00
7.31	42" Plug	1	EA	$1200.00	$1,200.00
7.32	60" Plug	1	EA	$1500.00	$1,500.00
7.33	4' Manhole	2	EA	$4500.00	$9,000.00
7.34	6' Manhole	1	EA	$6250.00	$6,250.00
7.35	7'x7' Junction Box	1	EA	$12,000.00	$12,000.00
7.36	10' Recessed Curb Inlet	10	EA	$5,647.12	$56,471.20
7.37	5' x 5' Type B Headwall	1	EA	$26,678.00	$26,678.00
7.38	Dbl 10' x 5' Parallel Headwall	2	EA	$64,282.56	$128,565.12
7.39	Trench Safety	2,705	LF	$0.99	$2,677.95
7.40	Storm Sewer CCTV and Testing	2,705	LF	$2.61	$7,060.05
7.41	Storm Sewer Performance, Payment, & Maintenance Bond (2 yr)	1	LS	1.25%	$13,277.18
	TOTAL FRIENDSHIP RD IMPROVEMENTS (SHARED OFF-SITE)				$1,981,140.74

SUBTOTAL CITY CONTRIBUTION	$1,088,083.48
CITY CONTINGENCY (10%)	$108,808.35
TOTAL CITY CONTRIBUTION	$1,196,891.83
DEVELOPER CONTRIBUTION	$893,057.26


PROPOSED 12" WATER (BY CITY)
PROPOSED 2 LANES (BY CITY) NOT IN MDA
PROPOSED 4 LANES (BY CITY) NOT IN MDA
END LAMBERTH 12" WATER (BY CITY)
BEGIN LAMBERTH 12" WATER (BY CITY)
PROPOSED 12" SANITARY SEWER (BY DEVELOPER, UPSIZE BY CITY)
END PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY) / BEGIN 12" SANITARY SEWER (BY DEVELOPER, UPSIZE BY CITY)
PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY)
LEGEND
PHASE 1 PAVEMENT TO BE CONSTRUCTED WITH INITIAL DEVELOPMENT
PHASE 2 PAVEMENT TO BE CONSTRUCTED SUMMER 2023
FUTURE PHASED PAVEMENT
MATCHLINE (SEE THIS SHEET)
Matchline - See Sheet 2
MATCHLINE (SEE THIS SHEET)
PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY)
EXISTING 12" SANITARY SEWER
BEGIN PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY)

Hickory Hill



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.5.

Meeting Date: 10/21/2024

Prepared By: Caleb Green, Development Services Inspector

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7405

Authorizing Execution of a Settlement Agreement and Release with the Property Owner of 900 E Wells to Address Unlawful Building Conditions and Unlawful Property Conditions

Issue:

To consider approval of a Settlement Agreement and Release with the Property Owner of 900 E Wells (The Baltic Apartments), respectively, to address unlawful building conditions and unlawful property conditions

Background:

For two years, the City of Sherman's Development Services department has been working with the property owner in seeking to bring 900 E Wells into compliance due to the unlawful building conditions and unlawful property conditions. The property is now beyond repair and sits empty. It has suffered from vandalism, theft and decay, making both properties uninhabitable.

At this time, the property owner of each property wishes to enter a settlement agreement with the City of Sherman. Under this agreement, the City will pay for all demolition costs equaling to $116,330.00 and the property owner will pay for all asbestos abatement costs equaling to $204,617.00. A third-party contractor will be used to perform the asbestos remediation and the demolition so that the City demolition crew can continue work on other structures. Demolition of property is expected to take approximately 12 weeks to complete.

For more details, please refer to the attached agreement.

Origination:

Development Services

Financial Consideration:

Cost to the City will be $116,330.00 (900 E Wells).

Staff Recommendation:

It is recommended that the City Council approve the provided agreements.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7405
2. 900 E Wells - The Baltic Agreement

RESOLUTION NO. 7405

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT AND RELEASE WITH THE PROPERY OWNER 900 E. WELLS TO ADDRESS UNLAWFUL BUILDING CONDITIONS AND UNLAWFUL PROPERTY CONDITIONS; 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 settlement agreement and realeas with the property owner of 900 E. Wells to address unlawful building conditions and unlawful property conditions, in the City of Sherman.

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 21st day of October 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

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

AFTER RECORDING RETURN TO:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE CITY OF SHERMAN, TEXAS AND POLU ESTATES, LLC

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and POLU ESTATES, LLC, a Texas limited liability company ("Owner"), on the terms and conditions hereinafter set forth. City and Owner may be referred to herein as a "party" and collectively as the "parties."

WHEREAS, Owner represents and warrants that it is the sole owner of fee simple title to the property located at 900 E. Wells Avenue, Sherman, Grayson County, Texas, more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"), and known as The Baltic; and

WHEREAS, Owner agrees and acknowledges that one or more structures existing on the Property are unsafe; constitute a fire hazard; are dangerous to human life; constitute a hazard to public safety or health by reason of inadequate maintenance, dilapidation and obsolescence; and/or have been determined to be an unsafe building and a public nuisance under the City's Code of Ordinances, Chapter 54 of the Local Government Code and/or Chapter 214 of the Local Government Code (collectively, "Unlawful Building Conditions"); and

WHEREAS, Owner also agrees and acknowledges that the conditions of the Property are dangerous and unlawful because of unsafe buildings; accumulations of trash, garbage and debris, including solid waste consisting of dirt, concrete, rocks, bricks and other similar construction or building waste materials; filth, carrion and other impure or unwholesome matter; grass, weeds and vegetation growing to a height of more than twelve inches; rubbish, brush and other objectionable, unsightly and unsanitary matter; and/or other unsanitary or unwholesome conditions and other conditions that may produce disease (collectively, "Unlawful Property Conditions" and together with the Unlawful Building Conditions, "Dangerous Conditions"); and

WHEREAS, City finds that requiring the removal and/or abatement of the Dangerous Conditions protects the health, safety and welfare of City and its citizens and constitutes a governmental function; and

WHEREAS, City and Owner acknowledge and agree that City has the authority under its Code of Ordinances, Chapter 54 of the Local Government Code and Chapter 214 of the Local

Government Code to, among other things, bring a civil action in a court of competent jurisdiction against the Owner to require Owner to remove and/or abate the Dangerous Conditions to bring the same into compliance with City ordinances; and

WHEREAS, Owner acknowledges and agrees that the Dangerous Conditions are currently in violation of one or more City ordinances and constitute nuisances on the Property; and

WHEREAS, Owner and City acknowledge and agree that removal and/or abatement of the Dangerous Conditions, including but not limited to, the demolition and removal of all buildings, structures, building materials, foundations, asphalt pavement, curbs, walkways, trash, debris and other personal property (including motor vehicles, if any) existing on the Property and the removal of all Unlawful Property Conditions (collectively, "Abatement") will, among other things, help protect the health, safety and welfare of City and its citizens, increase the value of the Property and the surrounding area and promote economic development and/or other development providing a tax benefit to City; and

WHEREAS, City and Owner agree that City will perform the Abatement of the Dangerous Conditions on the terms and conditions set forth below; and

WHEREAS, Owner acknowledges and agrees that the City is entitled to recover from Owner its costs in performing the Abatement in accordance with Texas law; and

WHEREAS, in consideration of the promises and obligations of Owner described in this Agreement, City will agree to participate in a portion of the Abatement costs; and

WHEREAS, City has investigated and determined that the costs and time required to pursue litigation, with an unknown outcome, outweigh the Abatement costs; and

WHEREAS, City finds that the Abatement of the Dangerous Conditions as set forth in this Agreement constitutes a public purpose in that the Abatement will promote local economic development within the City and that the City's costs associated with the Abatement are authorized under Chapter 380 of the Texas Local Government Code and that the expenditure of such costs meets the requirements of Chapter 380 of the Texas Local Government Code; and

WHEREAS, Owner agrees that the City's Abatement of the Dangerous Conditions will benefit Owner, the City and the public; and

WHEREAS, in consideration for City's Abatement of the Dangerous Conditions, Owner agrees to release, hold harmless and indemnify City as set forth below; and

WHEREAS, City and Owner agree that to avoid the costs of litigation, City and Owner desire to settle fully and finally all claims regarding the Dangerous Conditions which could have been asserted in a proceeding under the City's Code of Ordinances, Chapter 54 of the Local Government Code and/or Chapter 214 of the Local Government Code.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, City and Owner agree as follows:

1. Findings Incorporated. The findings set forth are made a part of this Agreement as is set forth herein verbatim.

2. Land and Improvements Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents and warrants that Owner is the sole owner of the Property and the improvements thereon. Owner further represents and warrants that Wells Fargo Bank is the only holder of a lien, attachment, leasehold interest or other encumbrance on the Property affecting the authority or right of Owner to enter into this Agreement. Wells Fargo Bank consents to Owner granting City the right to perform the Abatement as described herein, as evidenced by the signature of an authorized representative of Wells Fargo Bank below.

3. Condition to Abatement. Owner represents that one or more structures on the Property contains asbestos, which must be properly remediated in accordance with applicable law before any of the Abatement can begin (the "Asbestos Remediation"). Within three (3) days of the Effective Date (hereinafter defined), Owner shall deliver to City the agreed upon sum of $204,617.00 ("Escrow Funds") to be held in escrow by City. The Escrow Funds will be available to City to pay for the Asbestos Remediation, and City, in its sole discretion, shall be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the Asbestos Remediation. City is entitled, in its sole discretion, to cause a qualified and licensed environmental contractor to perform the Asbestos Remediation on the Property. City shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Owner hereby waives and relinquishes any and all rights or claim to interest earned, if any, on the Escrow Funds. In addition, if any amount of the Escrow Funds remains in the account after City has completed the Abatement and paid all of the costs associated with the Abatement, as solely determined by City ("Remaining Escrow Funds"), Owner shall be entitled to, as its sole property, the Remaining Escrow Funds. City, in its sole discretion, may use the interest earned on the Escrow Funds, if any, for any purpose. Owner shall, within three (3) days of receiving written notice from City, tender to City the amount of any cost overruns[1] associated with the Asbestos Remediation to be held in escrow by City. Notwithstanding anything to the contrary herein, City and Owner agree that City shall, under no circumstance, be responsible for any part or portion of the costs associated, directly or indirectly, with the Asbestos Remediation.

4. Abatement of Dangerous Conditions.

   (a) Provided that Owner has delivered the Escrow Funds and is otherwise in compliance with Section 3, City will commence, or cause to be commenced, the Abatement of the Dangerous Conditions within sixty (60) days of Effective Date of

[1] The term "cost overruns" as used herein shall mean costs that may be incurred by City in connection with the Asbestos Remediation in excess of the mutually agreed upon estimate of the costs of the Asbestos Remediation, which is equal to the initial sum delivered by Owner into the Escrow Funds.

this Agreement. In consideration of the promises and obligations of Owner hereinafter set forth, City agrees not seek financial assistance from Owner for the Abatement costs, except for costs related to the Asbestos Remediation as described here.

(b) As part of the Abatement, City is entitled to remove from the Property and dispose of or salvage, at its option, any and all buildings, structures, foundations, building materials, asphalt pavement, curbs, walkways, trash, debris, other personal property (including motor vehicles, if any) and other items found on the Property as part of the City's Abatement of the Dangerous Conditions.

(d) The parties agree and acknowledge that notwithstanding City's Abatement of the Dangerous Conditions under this Agreement, Owner remains obligated to maintain and secure the Property in accordance with all applicable provisions of the City's Code of Ordinances and other law. City undertakes no such obligation based on the Abatement or otherwise, and nothing herein waives, removes, minimizes or otherwise modifies Owner's obligations in this regard.

(f) During the time period from the Effective Date (hereinafter defined) to the date that City determines the Abatement is completed or the earlier termination of this Agreement, City shall not take enforcement action against the Owner or the Property for the Dangerous Conditions unless Owner fails to comply with this Agreement. Owner agrees that if Owner fails to comply with any provision of this Agreement or this Agreement is terminated, City may take such enforcement action, including but not limited to, filing suit and obtaining, in addition to the other remedies provided by law, an order commanding Owner to comply with all provisions of this Agreement and/or to abate all then-existing Dangerous Conditions on the Property.

4. Authority to Access Property. Owner hereby grants City, its authorized employees, agents, representatives, contractors and subcontractors unfettered access to and a right of entry on and in the Property for the purpose of performing the Abatement of the Dangerous Conditions and otherwise exercising rights granted under this Agreement from the Effective Date (hereinafter defined) of this Agreement until City determines the Abatement is completed or the earlier termination of this Agreement.

5. Disclaimer/Waiver of Damages/Liability/Covenant Not to Sue.

(a) Owner acknowledges and agrees that City is not providing any guarantee, representation or warranty, and City hereby disclaims any guarantee, representation or warranty, of any work performed by City, its agents, employees, representatives, contractors or subcontractors, in connection with the Abatement of the Dangerous Conditions, in whole or in part.

(b) **OWNER HEREBY RELEASES CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE OWNER MAY HAVE WITH REGARD TO THE ABATEMENT AND ANY OTHER ACT OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE ABATEMENT, IN WHOLE OR IN PART, AS DESCRIBED IN THIS AGREEMENT.**

(c) Owner agrees and covenants not to sue or prosecute the City and its Council Members, officers, agents, representatives, employees, contractors and subcontractors, in each of their individual, corporate and governmental capacities, on any claims, or for any damages, related to the subject matter of this Agreement, including but not limited to any appeals or claims arising out of Chapters 54 or 214 of the Texas Local Government Code or other law.

6. Indemnification.

(a) **OWNER HEREBY AGREES TO FULLY DEFEND, INDEMNIFY, AND HOLD HARMLESS, CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) ARISING OUT OF THE ABATEMENT OF THE DANGEROUS CONDITIONS UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE CITY UNDER TEXAS LAW (COLLECTIVELY, "CLAIMS").**

(b) **IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL SELECTED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY'S APPROVAL MUST BE IN WRITING AND CANNOT BE UNREASONABLY WITHHELD. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY REASONABLE REFUSAL TO APPROVE OR RETENTION OF DEFENSE COUNSEL BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY CITY, INCLUDING BUT NOT LIMITED TO, PAYING ATTORNEYS' FEES AND COSTS, PURSUANT TO THIS AGREEMENT. OWNER SHALL SUBMIT TO CITY FOR APPROVAL ITS SELECTED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. OWNER SHALL RETAIN DEFENSE**

COUNSEL WITHIN TWO (2) BUSINESS DAYS OF RECEIPT OF CITY'S WRITTEN APPROVAL. IF WRITTEN APPROVAL IS REASONABLY WITHHELD BY CITY, FOR REASONS SUCH AS, AMONG OTHERS, LACK OF COMPETENCE, LACK OF EXPERIENCE, POOR REPUTATION, CONFLICT OF INTEREST OR PERSONALITIES OR ANY OTHER REASONABLE BASIS, OWNER SHALL RETAIN DEFENSE COUNSEL SELECTED BY CITY ON TERMS APPROVED IN WRITING BY CITY. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY, INCLUDING ANY AND ALL ATTORNEYS' FEES AND COSTS.

(c) **THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

7. Default. If Owner fails to comply with any provision of this Agreement, City shall have all of the following remedies, in addition to other rights and remedies available to City:

(a) to file a lien and/or encumbrance on the Property for the recovery of the Abatement costs in accordance with City's Code of Ordinances and Texas law; and/or

(b) to seek specific performance of this Agreement; and/or

(c) to terminate this Agreement.

In the event City fails to comply with the terms and conditions of this Agreement, Owner may seek specific performance of this Agreement as Owner's sole and exclusive remedy.

8. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property and shall be binding upon Owner and its successors and assigns, including but not limited to each subsequent owner of any portion of the Property. City shall cause this Agreement to be filed in the Real Property Records of Grayson County, Texas.

9. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering same in person to such party via hand-delivery service, Federal Express 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 notice, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:
City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street

Sherman, Texas 75090
Telephone: (903) 892-7327
Email: robbyh@cityofsherman.com

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

If to Owner, addressed to Owner at:
Polu Estates, LLC
39143 Cindy Street
Fremont, California 94538

10. Attorney's Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Owner and City, 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.

11. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are hereby incorporated into the body of this Agreement as if set forth verbatim and are adopted as findings of City and Owner.

12. Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to City under this Agreement shall be considered to have been relied upon by City and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by City or on City's behalf.

13. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

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

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

16. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

17. Authority to Execute. This individuals executing this Agreement on behalf of the respective party below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

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

19. Representations. Each 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 counsel of such party's choosing.

20. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

21. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create 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.

22. Assignment/Binding Effect. This Agreement may not be assigned without the prior written consent of City.

23. Indemnification. The parties agree that the indemnity provision set forth herein is conspicuous, and the parties have read and understood the same.

24. 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.

25. Reference to Owner. When referring to "Owner" herein, this Agreement shall refer to and be binding upon Owner, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Owner is legally responsible.

26. Reference to City. When referring to "City" herein, this Agreement shall refer to and be binding upon City and its Council Members, officers, agents, representatives, employees and any other authorized third parties for whom City is legally responsible.

27. Certifications Required by Texas Law. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Owner certifies that it 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), Owner certifies that it 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), Owner certifies that 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 any contract with City, including during the term of this Agreement. In accordance with Chapter 2252 of the Texas Government Code (to the extent applicable), Owner certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

28. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[*Signature page follows.*]

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

CITY:
CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager
Date: _____

OWNER:
POLU ESTATES, LLC

_____
_____, Managing Member
Date: 10/08/24

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 duly authorized representative for the **CITY OF SHERMAN, TEXAS**, and he executed said instrument for the purposes and considerations 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: _____

STATE OF ~~TEXAS~~ California §
§
COUNTY OF ~~GRAYSON~~ Alameda §

BEFORE ME, the undersigned authority, on this day personally appeared ShivaBhusnaReddy Polu, managing member of **POLU ESTATES, LLC**, known to me to be the whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 08th day of October, 2024.

STEPHEN PARKINSON
COMM. #2382061
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Dec. 02, 2025

_____
Notary Public in and for the State of ~~Texas~~ California
My Commission Expires: 12-02-2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ALAMEDA)

On October 08, 2024 before me, Stephen Parkinson, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Shiva Bhusna Reddy Pollu,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

STEPHEN PARKINSON
COMM. #2382061
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Dec. 02, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Settlement Agreement & Release
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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LIENHOLDER CONSENT

The undersigned, being the holder of a lien against all or a portion of the Property evidenced by: Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated August 28, 2019and recorded August 30 ,2019 Instrument number 2019-21093

hereby consents to the Owner's execution of and compliance with this Agreement, including Owner's grant of rights to City hereunder.

Wells Fargo Bank, National Association

Bradley Levin, Vice President

By: _____

October 3, 2024

STATE OF Arizona §
§
COUNTY OF Maricopa §

BEFORE ME, the undersigned authority, on this day personally appeared Brad Levin, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the Vice President and duly authorized representative of Wells Fargo Bank a National Association and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said National Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 03 day of October, 2024.

_____

Notary Public, State of Arizona

My Commission Expires: 04.30.2028

LAUREN JIRON-MORRIS
Notary Public - Arizona
Maricopa County
Commission # 666978
My Comm. Expires Apr 30, 2028

EXHIBIT "A"

Legal Description

Property located in Grayson County, Texas

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the G.B. Pilant Survey, Abstract No. 963, being all of Block 12 and the 20 ft. wide alley lying East of and adjacent to said Block 12 of W. Elliott's Addition to the City of Sherman, Texas as per plat of record in Volume 101, Pages 4 and 5, Deed Records, Grayson County, Texas, all of Block 9 of C.L. Stowe's Addition to the City of Sherman, Texas as per plat of record in Volume 122, Page 201, said Deed Records, all of Block 21 of W. Elliott's Addition to the City of Sherman, Texas as per plat of record in Volume 138, Page 265, said Deed Records and the 50 ft. wide right-of-way known as Hazlewood Street (not open) lying East of and adjacent to both said Block 9 of C.L. Stowe's Addition and said Block 21 of W. Elliott's Addition and also being all of the tract of land conveyed by Warranty Deed with Vendor's Lien from Sherman Willow Garden, Inc. to ML Hampton Investments, LLC on February 1, 2014 and recorded in Volume 5419, Page 437, Official Public Records, Grayson County, Texas and a part of the remainder of the 185.33 ft. by 300 ft. tract of land (Tract One) conveyed by Warranty Deed with Vendor's Lien from Sherman Willow Garden, Inc. to Hampton Investments, LLC on February 5, 2014 and recorded in Volume 5419, Page 432, said Official Public Records (herein after referred to as ML Hampton Tract One), and being more particularly described as one tract by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found at the intersection of the East line of Willow Street, a public street, with the South line of Wells Street, a public street, at the Northwest corner of said Block 12, ML Hampton tract in Vol. 5419, Pg. 437 and the herein described tract;

THENCE North 74 deg. 15 min. 55 sec. East, with the South line of said Wells Street and the North line of all of the following: Block 12, the 20 ft. wide alley in said W. Elliott's Addition, said Block 9, C.L. Stowe's Addition, Hazlewood Street right-of-way and both ML Hampton tract in Vol. 5419, Pg. 437 and ML Hampton Tract One, a distance of 350.00 ft. to a point at the Northwest corner of Block 10, said C.L. Stowe's Addition and the Northeast corner of both said Hazlewood Street and the herein described tract, SAID point bears South 74 deg. 15 min. 55 sec. East, 297.69 ft. from a 1/2 inch rebar found at the Northeast corner of both ML Hampton Investments, LLC remainder of 196 ft. by 300 ft. tract of land (Tract Two) in said Vol. 5419, Pg. 432 and said Block 10, C.L. Stowe's Addition;

THENCE South 15 deg. 44 min. 05 sec. East, over and across said ML Hampton Tract One, with the East line of said Hazlewood Street and the West lines of said Block 10, C.L. Stowe's Addition and Block 22, W. Elliott's Addition in said Vol. 138, Pg. 265, a distance of 300.00 ft. to a point in the North line of Odneal Street, a public street, at the Southwest corner of said Block 22 and the Southeast corner of both said Hazlewood Street and the herein described tract;

THENCE South 74 deg. 15 min. 55 sec. West, with the North line of said Odneal Street and the South line of said Hazlewood Street, Block 21 of W. Elliott's Addition, Block 12 of W. Elliott's Addition, and the 20 ft. wide alley in said W. Elliott's Addition, a distance of 350.00 ft. to an "x" cut in concrete at the intersection of the North line of said Odneal Street with the East line of said Willow Street, at the Southwest corner of said ML Hampton tract in Vol. 5419, Pg. 437, Block 12 and the herein described tract;

THENCE North 15 deg. 44 min. 05 sec. West, with the East line of said Willow Street and the West line of both said Block 12 and ML Hampton tract in Vol. 5419, Pg. 437, a distance of 300.00 ft. to the PLACE OF BEGINNING and containing 2.410 ACRES of land,

Tax Parcel No. S042 2231048

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.6.

Meeting Date: 10/21/2024

Prepared By: Caleb Green, Development Services Inspector

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7406

Authorizing Execution of a Settlement Agreement and Release with the Property Owner of 1023 E Odneal to Address Unlawful Building Conditions and Unlawful Property Conditions

Issue:

To consider approval of a Settlement Agreement and Release with the Property Owner of 1023 E Odneal (St Charles Apartments) to address unlawful building conditions and unlawful property conditions

Background:

For two years, the City of Sherman's Development Services department has been working with the property owner in seeking to bring 1023 E Odneal into compliance due to the unlawful building conditions and unlawful property conditions. The property is now beyond repair and sits empty. It has suffered from vandalism, theft and decay, making both properties uninhabitable.

At this time, the property owner of each property wishes to enter a settlement agreement with the City of Sherman. Under this agreement, the City will pay for all demolition costs equaling to $61,933.00 and the property owner will pay for all asbestos abatement costs equaling to $65,136.00. A third-party contractor will be used to perform the asbestos remediation and the demolition so that the City demolition crew can continue work on other structures. Demolition of property is expected to take approximately 12 weeks to complete.

For more details, please refer to the attached agreement.

Origination:

Development Services

Financial Consideration:

Cost to the City will be $61,933.00 (1023 E Odneal).

Staff Recommendation:

It is recommended that the City Council approve the provided agreement.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7406
2. St Charles Agreement

RESOLUTION NO. 7406

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT AND RELEASE WITH THE PROPERY OWNER 1023 E. ODNEAL TO ADDRESS UNLAWFUL BUILDING CONDITIONS AND UNLAWFUL PROPERTY CONDITIONS; 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 settlement agreement and release with the property owner of 1023 E. Odneal to address unlawful building conditions and unlawful property conditions, in the City of Sherman.

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 21st day of October 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

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

AFTER RECORDING RETURN TO:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE CITY OF SHERMAN, TEXAS AND POLU ESTATES, LLC

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and POLU ESTATES, LLC, a Texas limited liability company ("Owner"), on the terms and conditions hereinafter set forth. City and Owner may be referred to herein as a "party" and collectively as the "parties."

WHEREAS, Owner represents and warrants that it is the sole owner of fee simple title to the property located at 1023 E. Odneal Street, Sherman, Grayson County, Texas, more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"), and known as The St. Charles; and

WHEREAS, Owner agrees and acknowledges that one or more structures existing on the Property are unsafe; constitute a fire hazard; are dangerous to human life; constitute a hazard to public safety or health by reason of inadequate maintenance, dilapidation and obsolescence; and/or have been determined to be an unsafe building and a public nuisance under the City's Code of Ordinances, Chapter 54 of the Local Government Code and/or Chapter 214 of the Local Government Code (collectively, "Unlawful Building Conditions"); and

WHEREAS, Owner also agrees and acknowledges that the conditions of the Property are dangerous and unlawful because of unsafe buildings; accumulations of trash, garbage and debris, including solid waste consisting of dirt, concrete, rocks, bricks and other similar construction or building waste materials; filth, carrion and other impure or unwholesome matter; grass, weeds and vegetation growing to a height of more than twelve inches; rubbish, brush and other objectionable, unsightly and unsanitary matter; and/or other unsanitary or unwholesome conditions and other conditions that may produce disease (collectively, "Unlawful Property Conditions" and together with the Unlawful Building Conditions, "Dangerous Conditions"); and

WHEREAS, City finds that requiring the removal and/or abatement of the Dangerous Conditions protects the health, safety and welfare of City and its citizens and constitutes a governmental function; and

WHEREAS, City and Owner acknowledge and agree that City has the authority under its Code of Ordinances, Chapter 54 of the Local Government Code and Chapter 214 of the Local

Government Code to, among other things, bring a civil action in a court of competent jurisdiction against the Owner to require Owner to remove and/or abate the Dangerous Conditions to bring the same into compliance with City ordinances; and

WHEREAS, Owner acknowledges and agrees that the Dangerous Conditions are currently in violation of one or more City ordinances and constitute nuisances on the Property; and

WHEREAS, Owner and City acknowledge and agree that removal and/or abatement of the Dangerous Conditions, including but not limited to, the demolition and removal of all buildings, structures, building materials, foundations, asphalt pavement, curbs, walkways, trash, debris and other personal property (including motor vehicles, if any) existing on the Property and the removal of all Unlawful Property Conditions (collectively, "Abatement") will, among other things, help protect the health, safety and welfare of City and its citizens, increase the value of the Property and the surrounding area and promote economic development and/or other development providing a tax benefit to City; and

WHEREAS, City and Owner agree that City will perform the Abatement of the Dangerous Conditions on the terms and conditions set forth below; and

WHEREAS, Owner acknowledges and agrees that the City is entitled to recover from Owner its costs in performing the Abatement in accordance with Texas law; and

WHEREAS, in consideration of the promises and obligations of Owner described in this Agreement, City will agree to participate in a portion of the Abatement costs; and

WHEREAS, City has investigated and determined that the costs and time required to pursue litigation, with an unknown outcome, outweigh the Abatement costs; and

WHEREAS, City finds that the Abatement of the Dangerous Conditions as set forth in this Agreement constitutes a public purpose in that the Abatement will promote local economic development within the City and that the City's costs associated with the Abatement are authorized under Chapter 380 of the Texas Local Government Code and that the expenditure of such costs meets the requirements of Chapter 380 of the Texas Local Government Code; and

WHEREAS, Owner agrees that the City's Abatement of the Dangerous Conditions will benefit Owner, the City and the public; and

WHEREAS, in consideration for City's Abatement of the Dangerous Conditions, Owner agrees to release, hold harmless and indemnify City as set forth below; and

WHEREAS, City and Owner agree that to avoid the costs of litigation, City and Owner desire to settle fully and finally all claims regarding the Dangerous Conditions which could have been asserted in a proceeding under the City's Code of Ordinances, Chapter 54 of the Local Government Code and/or Chapter 214 of the Local Government Code.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, City and Owner agree as follows:

1. Findings Incorporated. The findings set forth are made a part of this Agreement as is set forth herein verbatim.

2. Land and Improvements Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents and warrants that Owner is the sole owner of the Property and the improvements thereon. Owner further represents and warrants that First Financial Bank is the only holder of a lien, attachment, leasehold interest or other encumbrance on the Property affecting the authority or right of Owner to enter into this Agreement. First Financial Bank consents to Owner granting City the right to perform the Abatement as described herein, as evidenced by the signature of an authorized representative of First Financial Bank below.

3. Condition to Abatement. Owner represents that one or more structures on the Property contains asbestos, which must be properly remediated in accordance with applicable law before any of the Abatement can begin (the "Asbestos Remediation"). Within three (3) days of the Effective Date (hereinafter defined), Owner shall deliver to City the agreed upon sum of $65,136.00 ("Escrow Funds") to be held in escrow by City. The Escrow Funds will be available to City to pay for the Asbestos Remediation, and City, in its sole discretion, shall be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the Asbestos Remediation. City is entitled, in its sole discretion, to cause a qualified and licensed environmental contractor to perform the Asbestos Remediation on the Property. City shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Owner hereby waives and relinquishes any and all rights or claim to interest earned, if any, on the Escrow Funds. In addition, if any amount of the Escrow Funds remains in the account after City has completed the Abatement and paid all of the costs associated with the Abatement, as solely determined by City ("Remaining Escrow Funds"), Owner shall be entitled to, as its sole property, the Remaining Escrow Funds. City, in its sole discretion, may use the interest earned on the Escrow Funds, if any, for any purpose. Owner shall, within three (3) days of receiving written notice from City, tender to City the amount of any cost overruns[1] associated with the Asbestos Remediation to be held in escrow by City. Notwithstanding anything to the contrary herein, City and Owner agree that City shall, under no circumstance, be responsible for any part or portion of the costs associated, directly or indirectly, with the Asbestos Remediation.

4. Abatement of Dangerous Conditions.

   (a) Provided that Owner has delivered the Escrow Funds and is otherwise in compliance with Section 3, City will commence, or cause to be commenced, the Abatement of the Dangerous Conditions within sixty (60) days of Effective Date of

[1] The term "cost overruns" as used herein shall mean costs that may be incurred by City in connection with the Asbestos Remediation in excess of the mutually agreed upon estimate of the costs of the Asbestos Remediation, which is equal to the initial sum delivered by Owner into the Escrow Funds.

this Agreement. In consideration of the promises and obligations of Owner hereinafter set forth, City agrees not seek financial assistance from Owner for the Abatement costs, except for costs related to the Asbestos Remediation as described here.

(b) As part of the Abatement, City is entitled to remove from the Property and dispose of or salvage, at its option, any and all buildings, structures, foundations, building materials, asphalt pavement, curbs, walkways, trash, debris, other personal property (including motor vehicles, if any) and other items found on the Property as part of the City's Abatement of the Dangerous Conditions.

(d) The parties agree and acknowledge that notwithstanding City's Abatement of the Dangerous Conditions under this Agreement, Owner remains obligated to maintain and secure the Property in accordance with all applicable provisions of the City's Code of Ordinances and other law. City undertakes no such obligation based on the Abatement or otherwise, and nothing herein waives, removes, minimizes or otherwise modifies Owner's obligations in this regard.

(f) During the time period from the Effective Date (hereinafter defined) to the date that City determines the Abatement is completed or the earlier termination of this Agreement, City shall not take enforcement action against the Owner or the Property for the Dangerous Conditions unless Owner fails to comply with this Agreement. Owner agrees that if Owner fails to comply with any provision of this Agreement or this Agreement is terminated, City may take such enforcement action, including but not limited to, filing suit and obtaining, in addition to the other remedies provided by law, an order commanding Owner to comply with all provisions of this Agreement and/or to abate all then-existing Dangerous Conditions on the Property.

4. Authority to Access Property. Owner hereby grants City, its authorized employees, agents, representatives, contractors and subcontractors unfettered access to and a right of entry on and in the Property for the purpose of performing the Abatement of the Dangerous Conditions and otherwise exercising rights granted under this Agreement from the Effective Date (hereinafter defined) of this Agreement until City determines the Abatement is completed or the earlier termination of this Agreement.

5. Disclaimer/Waiver of Damages/Liability/Covenant Not to Sue.

(a) Owner acknowledges and agrees that City is not providing any guarantee, representation or warranty, and City hereby disclaims any guarantee, representation or warranty, of any work performed by City, its agents, employees, representatives, contractors or subcontractors, in connection with the Abatement of the Dangerous Conditions, in whole or in part.

(b) **OWNER HEREBY RELEASES CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE OWNER MAY HAVE WITH REGARD TO THE ABATEMENT AND ANY OTHER ACT OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE ABATEMENT, IN WHOLE OR IN PART, AS DESCRIBED IN THIS AGREEMENT.**

(c) Owner agrees and covenants not to sue or prosecute the City and its Council Members, officers, agents, representatives, employees, contractors and subcontractors, in each of their individual, corporate and governmental capacities, on any claims, or for any damages, related to the subject matter of this Agreement, including but not limited to any appeals or claims arising out of Chapters 54 or 214 of the Texas Local Government Code or other law.

6. Indemnification.

(a) **OWNER HEREBY AGREES TO FULLY DEFEND, INDEMNIFY, AND HOLD HARMLESS, CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) ARISING OUT OF THE ABATEMENT OF THE DANGEROUS CONDITIONS UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE CITY UNDER TEXAS LAW (COLLECTIVELY, "CLAIMS").**

(b) **IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL SELECTED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY'S APPROVAL MUST BE IN WRITING AND CANNOT BE UNREASONABLY WITHHELD. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY REASONABLE REFUSAL TO APPROVE OR RETENTION OF DEFENSE COUNSEL BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY CITY, INCLUDING BUT NOT LIMITED TO, PAYING ATTORNEYS' FEES AND COSTS, PURSUANT TO THIS AGREEMENT. OWNER SHALL SUBMIT TO CITY FOR APPROVAL ITS SELECTED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. OWNER SHALL RETAIN DEFENSE**

Sherman, Texas 75090
Telephone: (903) 892-7327
Email: robbyh@cityofsherman.com

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

If to Owner, addressed to Owner at:
Polu Estates, LLC
39143 Cindy Street
Fremont, California 94538

10. Attorney's Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Owner and City, 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.

11. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are hereby incorporated into the body of this Agreement as if set forth verbatim and are adopted as findings of City and Owner.

12. Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to City under this Agreement shall be considered to have been relied upon by City and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by City or on City's behalf.

13. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

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

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

16. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

17. Authority to Execute. This individuals executing this Agreement on behalf of the respective party below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

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

19. Representations. Each 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 counsel of such party's choosing.

20. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

21. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create 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.

22. Assignment/Binding Effect. This Agreement may not be assigned without the prior written consent of City.

23. Indemnification. The parties agree that the indemnity provision set forth herein is conspicuous, and the parties have read and understood the same.

24. 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.

25. Reference to Owner. When referring to "Owner" herein, this Agreement shall refer to and be binding upon Owner, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Owner is legally responsible.

26. Reference to City. When referring to "City" herein, this Agreement shall refer to and be binding upon City and its Council Members, officers, agents, representatives, employees and any other authorized third parties for whom City is legally responsible.

27. Certifications Required by Texas Law. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Owner certifies that it 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), Owner certifies that it 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), Owner certifies that 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 any contract with City, including during the term of this Agreement. In accordance with Chapter 2252 of the Texas Government Code (to the extent applicable), Owner certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

28. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[*Signature page follows.*]

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

CITY:
CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager
Date: _____

OWNER:
POLU ESTATES, LLC

_____
_____, Managing Member
Date: 10/08/24

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 duly authorized representative for the **CITY OF SHERMAN, TEXAS**, and he executed said instrument for the purposes and considerations 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: _____

STATE OF ~~TEXAS~~ California §
§
COUNTY OF ~~GRAYSON~~ Alameda §

BEFORE ME, the undersigned authority, on this day personally appeared shivaBhusnaReddy Polu, managing member of **POLU ESTATES, LLC**, known to me to be the whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 08th day of October, 2024.

STEPHEN PARKINSON
COMM. #2382061
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Dec. 02, 2025

_____
Notary Public in and for the State of ~~Texas~~ California
My Commission Expires: 12-02-2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ALAMEDA)

On October 08, 2024 before me, Stephen Parkinson, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared ShivaBhusnaReddy Polu
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

STEPHEN PARKINSON
COMM. #2382061
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Dec. 02, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Settlement Agreement & Release.
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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LIENHOLDER CONSENT

The undersigned, being the holder of a lien against all or a portion of the Property evidenced by:

Deed of Trust, Instrument Number: 2022-10414, Recorded on: March 28, 2022.

hereby consents to the Owner's execution of and compliance with this Agreement, including Owner's grant of rights to City hereunder.

First Finanical Bank,
a Texas Banking Association

By: _____
Marus Morris, President/CEO - Fort Worth

STATE OF Texas §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Marcus Morris, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the President/CEO - Fort Worth and duly authorized representative of First Finanical Bank, a Financial Institution, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said Polu Estates LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 16th day of October, 2024.

MELISSA MORALES
My Notary ID # 130837996
Expires September 27, 2028

Melissa Morales
Notary Public, State of Texas
My Commission Expires: September 27, 2028

EXHIBIT A

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the G.B. Pilant Survey, Abstract No. 963, being all of Block 22 and the 20 ft. wide alley lying within said Block 22 of W. Elliott's Addition to the City of Sherman, Texas as per plat of record in Volume 138, Page 265, Deed Records, Grayson County, Texas and all of Block 10 and the 20 ft. wide alley lying within said Block 10 of C.L. Stowe's Addition to the City of Sherman, Texas as per plat of record in Volume 122, Page 201, said Deed Records, and also being a part of the remainder of the 196 ft. by 300 ft. tract of land (Tract Two) and a part of the remainder of the 185.33 ft. by 300 ft. tract of land (Tract One), both conveyed by Warranty Deed with Vendor's Lien from St. Vincent's Village, Inc. to ML Hampton Investments, LLC on February 1, 2014 in Volume 5419, Page 432, Official Public Records, Grayson County, Texas and being more particularly described as one tract by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found at the intersection of the West line of Vaden Street, a public street, with the South line of Wells Street, a public street, at the Northwest corner of said Block 10, ML Hampton Tract Two in Vol. 5419, Pg. 432 (herein after referenced as ML Hampton Tract Two) and the herein described tract;

THENCE South 15 deg. 44 min. 05 sec. East, with the West line of said Vaden Street and the East line of the following: said Block 10, C.L. Stowe's Addition, Block 22, W. Elliott's Addition and ML Hampton Tract Two, a distance of 300.00 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the intersection of the West line of said Vaden Street with the North line of Odneal Street, a public street, at the Southeast corner of both said Block 22 and ML Hampton Tract Two and the most Easterly Southeast corner of the herein described tract;

THENCE South 74 deg. 15 min. 55 sec. West, with the North line of said Odneal Street and the South line of said Block 22, a distance of 152.97 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" in the South line of the 20 ft. wide alley within said Block 22, W. Elliott's Addition, at the Southeast corner of the 0.25 acre tract of land, as a remainder of the St. Vincent's Village, Inc. property in Volume 3344, Page 38, said Official Public Records *(said 0.25 ac. remainder tract being the same tract of land described as the "Less and Except" tract in said Vol. 5419, Pg. 432)*, at a Southwest corner of the herein described tract;

THENCE Northerly, Westerly, and Southerly, over and across said Block 22, the 20 ft. wide alley in said Block 22, and both ML Hampton Tracts One and Two in Vol. 5419, Pg. 432, and with the East, North and West lines of said 0.25 ac. remainder tract, the following calls and distances:

1. North 15 deg. 45 min. 30 sec. West, a distance of 54.49 ft. to a 1/2 inch capped rebar found (RPLS 3694) at the most Easterly Northeast corner of said 0.25 ac. remainder tract and an Ell corner of the herein described tract;
2. South 73 deg. 55 min. 58 sec. West, a distance of 52.28 ft. to a 1/2 inch capped rebar found (RPLS 3694) at an Ell corner of said 0.25 ac. remainder tract and a Southwest corner of the herein described tract;
3. North 16 deg. 17 min. 21 sec. West, a distance of 74.61 ft. to a 1/2 inch capped rebar found (RPLS 3694) at the most Northerly Northeast corner of said 0.25 ac. remainder tract and an Ell corner of the herein described tract;
4. South 73 deg. 43 min. 43 sec. West, a distance of 61.90 ft. to a 1/2 inch capped rebar found (RPLS 3694) at the Northwest corner of said 0.25 ac. remainder tract and an Ell corner of the herein described tract;
5. South 15 deg. 07 min. 08 sec. East, a distance of 128.22 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" in the North line of said Odneal Street and the South line of both said Block 22, W. Elliott's Addition and ML Hampton Tract One, at the Southwest corner of said 0.25 ac. remainder tract and a Southeast corner of the herein described tract;

THENCE South 74 deg. 15 min. 55 sec. West, with the North line of said Odneal Street and the South line of said ML Hampton Tract One and Blocks 22, W. Elliott's Addition, a distance of 28.43 ft. to a point in the East line of Hazlewood Street *(not open)*, a 50 ft. wide right-of-way as per both said C.L. Stowe's Addition and W. Elliott's Addition, at the Southwest corner of said Block 22 and the most Westerly Southwest corner of the herein described tract;

THENCE North 15 deg. 44 min. 05 sec. West, over and across said ML Hampton Tract One, with the East line of said Hazlewood Street and the West lines of said Block 22, W. Elliott's Addition and Block 10, C.L. Stowe's Addition, a distance of 300.00 ft. to a point in the South line of said Wells Street, at the Northwest corner of both said Block 10, C.L. Stowe's Addition and the herein described tract, ***SAID*** point bears North 74 deg. 15 min. 55 sec. East, 350.00 ft. from a 1/2 inch rebar found at the Northwest corner of both ML Hampton tract recorded in Vol. 5419, Pg. 437, said Official Public Records and Block 12, W. Elliott's Addition to the City of Sherman as per plat of record in Volume 101, Pages 4 and 5, said Deed Records;

THENCE North 74 deg. 15 min. 55 sec. East, with the South line of said Wells Street and the North line of said ML Hampton Tract One and Two and Block 10, said C.L. Stowe's Addition, a distance of 297.69 ft. to the **PLACE OF BEGINNING** and containing **1.799 ACRES** of land.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.7.

Meeting Date: 10/21/2024

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7407***

Authorizing Purchase of a Training Tower from WHP Trainingtowers through Sourcewell for the Fire Department

Issue:

Fire Department requesting approval of item to purchase and construct a training tower on the station 4 property.

Background:

The Fire Department has been without a training tower since 2015. This purchase will allow the fire department to train in many different building types.

Origination:

Fire Department facility master plan.

Financial Consideration:

Budgeted in the 2025 budget. Purchase through a Sourcewell contract

Staff Recommendation:

Staff recommends approval.

Alternatives:

None

Attachments:

1. Resolution No. 7407
2. Training Tower Quote

RESOLUTION NO. 7407

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A TRAINING TOWER FROM WHP TRAININGTOWERS THROUGH SOURCEWELL FOR THE SHERMAN FIRE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Sames Motor Company through Buyboard for the purchase of a new Training Tower at a total price of Eight Hundred Sixty-Four Thousand One Hundred Forty-Six dollars and Ninety-Five cents ($864,146.95). Any agreements related to this purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of October 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

RETHINK HOW YOU TRAIN

September 11th, 2024

Ref Number: Q-2418825

Billy Hartsfield – Fire Chief
Sherman Fire Rescue
3708 Frisco Rd.
Sherman, TX. 75090

903-357-0064
billyh@cityofsherman.com

Dear Chief Hartsfield,

We are pleased to provide you with the following proposal utilizing our Sourcewell contract number 011822-JHK and the City of Sherman's Sourcewell contract number 2440 for a custom **4th ALARM FOUR-STORY** WHP training simulator. The simulator would consist of a structure that would approximate the following:

1. Section A will be a **Four-Story Tower** approximately 21'-11" W x 11'-8" L x 44'-0" H (to top of parapet).
    a. Three (3) interior floors (2nd, 3rd, 4th)
    b. One (1) flat roof with parapet roof guard system
    c. Two (2) 3'-0" chain gates, one (1) on each 11'-8" face of the tower
    d. Four (4) rappelling anchors on the roof
    e. One (1) 2'-6" x 3'-0" Bilco roof hatch
    f. One (1) vertical ladder from the 4th floor up to the roof hatch
    g. One (1) four-story interior stair with welded stair railing
    h. Four (4) 3' x 7' plate steel doors and hardware
    i. Three (3) 3' x 4' window openings with latching shutters
    j. One (1) exterior five-story IBC stair tower B-side
    k. One (1) four-story galvanized standpipe with 2-head run
    l. One (1) 11' 8" x 21' 11" single slope shade canopy
2. Section B will be a **Two-Story Residential/Industrial** section approximately 21'-11" W x 35'-0" L x 24'-0" H.
    a. One (1) split parapet/gabled roof - 5/12 and 9/12 un-equal pitch with perimeter welded guardrail
    b. Two (2) 8'-0" chain gates, one (1) on each 35'-0" face of the residential/industrial gabled roof
    c. Two (2) chop outs on gabled roof, one (1) 48" x 48" chop out and one (1) 48" x 96" chop out
    d. One (1) attic space provided between the gabled roof and the second floor
    e. One (1) two-story interior stair with welded stair railing
    f. Two (2) 3' x 3' attic closures at exterior gabled end
    g. Three (3) 3' x 7' plate steel doors and hardware
    h. One (1) 3' x 7' burn room plate steel door and hardware

i. One (1) 6' x 7' plate steel door and hardware
j. One (1) 6' x 4' double window with latching shutters
k. Five (5) 3' x 4' windows with latching shutters
l. Two (2) 3' x 4' burn room windows with latching shutters
m. Two (2) 3'-0" chain gates – one (1) on each face of parapet
n. One (1) 8' x 7' interior coiling door C-side
o. One (1) 4' x 38'-7" cantilevered balcony with stair C-side
p. Two (2) rappelling anchors on parapet roof
q. One (1) 49" x 49" pallet style burn crib
r. One (1) 12' x 12' burn room protected with Padgenite Interlock™ liner system

3. Section C will be a **One-Story Annex** approximately 21'-11" W x 14'-6" L x 10'-0" H.
   a. Working surface with parapet roof
   b. Two (2) 3' x 7' burn room plate steel doors and hardware
   c. Two (2) 3' x 4' burn room windows with latching shutters
   d. One (1) 49" x 49" pallet style burn crib
   e. Entire room shall be protected with Padgenite Interlock™ liner system
   f. One (1) temperature monitoring system

The below pricing includes prevailing wages for Grayson County TX20240249_07/05/2024

ITEM	MSRP	Sourcewell
Materials are	$621,426.00	$559,283.40
Freight is	$52,077.00	$49,473.15
Labor is	$268,832.00	$255,390.40
Total	**$942,335.00**	**$864,146.95**

Pricing includes foundation design

Optional items you might consider below:

Foundation Estimate (By Others) U.S. Average Estimate	$134,260.45
Concrete 4" Fill on Deck (By Others) U.S. Average Estimate	$48,030.98

All pricing is in US Dollars and is valid for 30 days. It is the policy of WHP Trainingtowers™ to provide a reasonable cost estimate for your budgeting purposes. It is not uncommon in the construction industry to offer cost estimates that are for low end or stripped-down structures. WHP believes the cost estimate should reflect a training simulator that meets OSHA safety requirements, is of the highest quality, and will meet the expectations of the customer.

Schedule: We would require 2 weeks to prepare conceptual drawings after award of the contract or purchase order and 18-20 weeks for delivery after receipt of approved drawings. If the foundation is in place the erection would be complete approximately 10-12 weeks after delivery of building. Some optional items such as brick exteriors will require more time to complete erection.

Design Criteria: Pricing is based on the following structural design criteria per IBC 2012:

1. *Live Loads*- **(a)** Roof: 100 psf **(b)** Floor: 100 psf **(c)** Attic: 100 psf
2. *Wind Loads*- **(a)** Speed: 90 mph **(b)** Exposure: C
3. *Seismic Loads*- **(a)** Coefficient Ss [max]: 55 **(b)** Coefficient S1 [max]: 13
4. *Soil Capacity*- Minimum 1500 lbs/sq.ft.

*Requirements exceeding these loads may result in additional costs.

Exclusions: We exclude from our proposal: bonds, taxes, permits, special insurance requirements if any, field painting of exterior handrails and stairs, mechanical, electrical, fire protection systems, gas fired simulators, winter conditions, Geotech survey, initial burn-in procedure, concrete foundations, slab on grade, concrete fill on decks, anchor bolts, site work, excavation, engineering layout and general condition items and any other miscellaneous fees. Prevailing wage rates, if any will be applied to the labor cost to erect the simulator.

Terms: For materials a deposit of 25% on the building package is due on receipt of order (signing of contract). Balance of payment on materials due on delivery to site. No retention on materials. Labor will be billed monthly. Invoices not in dispute over 30 days will be assessed 1 ½ % per month on balances in excess of 30 days. Financing is available through lease purchase programs.

We hope you find the proposal acceptable. If we can provide you with further information please feel free to call.

Sincerely,

Jason Krautter
WHP Trainingtowers™

Approval

Print Name Billy Hortsfield

Signature

Date 9/23/2024

Tax Exempt Number 75-6000669

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.8.

Meeting Date: 10/21/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7408***

Authorizing the Purchase of a New Ford F-750 Dump Truck from Rush Truck Center for the Street Maintenance Department through BuyBoard

Issue:

To consider approval of a resolution to purchase a new Ford F-750 Dump Truck from Rush Truck Center through BuyBoard for use within the Street Maintenance Department.

Background:

The requested purchase will replace vehicle #451, a 2006 Ford Dump Truck. The new dump truck will be used in the daily operations of the Street Maintenance Department.

Origination:

Department of Public Works

Financial Consideration:

The new Ford F-750 Dump Truck will be purchased from Rush Truck Center for $106,402.26 through BuyBoard. Funding for this purchase was appropriated in the fiscal 2024-2025 Street Maintenance Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new 2025 Ford F-750 Dump Truck from Rush Truck Center through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7408
2. Rush Truck F-750 Dump Truck Quote
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7408

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW FORD F-750 DUMP TRUCK FROM RUSH TRUCK CENTER FOR THE STREET MAINTENANCE DEPARTMENT THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Rush Truck Center through Buyboard a new Ford F-750 Dump Truck at a total price of One Hundred Six Thousand Four Hundred Two Dollars and Seventy Cents ($106,402.26). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

Customer Proposal Letter

CITY OF SHERMAN
100 So. Rusk
Sherman, TX 75020

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Ford Model F-750 Stock # TBD Serial # TBD

Additional Vehicle Details: City of Sherman 2025 Ford F-750, (Gas) 25,999 GVW, NCDL with 5/7 Rugby Dump body. Municipal discount for Fin Code QB157 included. Tax exempt for municipalities. Buy Board fee included in the quote.

		Total
Quantity		
Truck Price per Unit	$ 105,948.42	$ 105,948.42
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 105,948.42	$ 105,948.42
Optional Extended Warranty(ies)		
State Sales Tax		
Vehicle Inventory Tax	$ 203.84	$ 203.84
Documentary Fee	$ 250.00	$ 250.00
Total Sales Price	$ 106,402.26	$ 106,402.26
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 106,402.26	$ 106,402.26

Sales Representative _____ Signature Steven Stobaugh Printed Name _____ Date

Purchaser _____ Signature _____ Printed Name / Title _____ Date

Accepted by Sales Manager or General Manager _____ Signature _____ Printed Name _____ Date

Quote good until 11/9/2024 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

Prepared by: STEVEN STOBAUGH
10/10/2024 Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F7A	Base Vehicle Price (F7A)	$71,580.00
Engines		
99N	7.3L 2V DEVCT NA PFI V8 Gas - 335 HP @ 3750 rpm Torque: 468 ft.lbs. @ 3750 rpm.	STD
425	50-State Emissions	N/C
Transmissions		
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, LESS PTO Provision and Tow/Haul *Includes tow/haul.*	STD
41B	Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul	$295.00
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole *(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.*	STD
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole *(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.*	STD
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Brakes		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description	MSRP
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control *Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.*	STD
18A	Electronic Stability Control DELETE *Deletes the standard ESC feature.*	-$115.00
154	Trailer Connection Socket - 7-Way, Wired for Turn Signals, Separate of Stop *Mounted at rear of frame, for separate trailer stop, tail, turn, marker light circuits. Includes electric trailer brake accommodation package with cab connections for mounting customer installed electric brake unit.*	$100.00
Front Axle and Suspension		
43N	10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	STD
61C	Taper-Leaf Springs, Parabolic - 10,000 lb. Cap *2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.*	STD
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	$50.00
Rear Axle and Suspension		
475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S *NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.*	STD
68P	Multi-Leaf Springs - 21,000 lb. Cap *11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.*	STD
X6B	6.17 Axle Ratio	N/C
Wheelbase		
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD
Frame		
535	Single Channel - Straight 'C' 15.14 SM, 80,000 PSI	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description	MSRP
	1,211,200 RBM. High strength low alloy steel. 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm).	
765	Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)	Included
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR Only available to GAWR combinations that EXCEED 26,000 lbs.	$120.00
86C	Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)	Included
Exhaust		
91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter *Downward facing, outlet tip.*	STD
Fuel Tanks		
65A	Fuel Tank - LH 50 Gallon - Steel	STD
Electrical / Alternator / Battery		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi *Extra heavy duty 12 Volt.*	Included
STDBAT	Battery - One 900 CCA, Includes Steel Battery Box *12Volt, Motorcraft.*	STD
59E	Body Builder Wiring - At End of Frame, Separate - (ILO Standard - Back of Cab Combined) *Includes sealed connectors for 2 ground circuits, with separate left/stop, separate right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.*	$135.00
17M	Back-Up Alarm - Electric, 102 dBA	$110.00
Seats		
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolette - Vinyl	STD

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description	MSRP

Cab Interior

600A	Preferred Equipment Package 600A *Includes:* *- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals* *- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals* *- Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi* *Extra heavy duty 12 Volt.* *- Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights* *- Tow Hooks, Front (2) - Frame-Mounted, Painted Black* *- Floor Covering - Black Vinyl* *- Intelligent Oil Life Monitor* *- Steering Column - Tilt / Telescoping* *- Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls*	N/C
61M	Rear View Camera w/Mirror Display *Rear view mirror video with full length display included in kit. To be installed by Upfitter.*	$510.00
90A	Appearance Group *Includes front-mounted overhead console with dual sunglass bins and integral front map reading lights.* *Includes:* *- Chrome Trimmed Air Registers w/Positive Shut-Off* *- Power Equipment Group - (Included in (90A) Appearance Group)* *Includes power front side windows, power door locks, door trim panel and passive anti-theft system.* *- SecuriLock Passive Anti-Theft System* *The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.* *- Remote Keyless Entry w/2 Key Fobs*	$815.00
90P	Power Equipment Group - (Included in (90A) Appearance Group) *Includes power front side windows, power door locks, door trim panel and passive anti-theft system.* *Includes:* *- SecuriLock Passive Anti-Theft System* *The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.* *- Remote Keyless Entry w/2 Key Fobs*	Included
59F	Four Body Builder Switches - Mounted in Center Instrument Panel *With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.*	$125.00
55P	110 A/C Outlet - in Lower Center Finish Panel	$100.00

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description	MSRP
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
85A	SecuriLock Passive Anti-Theft System *The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.*	Included
Cab Exterior		
90E	Exterior Appearance Group *Includes:* *- Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)* *- Chromed Fender Badge* *- Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)*	$730.00
54M	Mirrors, Dual - Heated Rectangular, XL2020 - 96" Width *Integral mirror, sail type, manual fold, solid black finish.*	STD
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
E_01	Gray	N/C
SUBTOTAL		$74,555.00
Fuel Charge (12)		$0.00
Destination Charge		$2,495.00
TOTAL		$77,050.00

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COMMERCIAL EQUIPMENT SERVICES

4525 IRVING BLVD. DALLAS, TX. 75247 214-630-9400 OFC. 214-651-1573 FAX

QUOTE

DATE: 10/01/2024 CUSTOMER: RUSH TRUCK CENTER

ATTN. BUBBA S PH:

RE: 5/7 YD DMP

(A) RUGBY 5/7 YD DUMP PKG, CAB SHIELD, LED LIGHTING, ASPHALT APRON, LED LIGHTING, PAINTED ONE COLOR PAINT
(B) RUGBY SF2355 HYD HOIST, PTO PUMP, CAB CONTROL
(C) ELECTRIC TARP ASSEMBLY, MESH TARP
(D) 20 TON PINTLE HITCH, DRINGS, 7 WAY SOCKET

QUOTE: $24,900.00

DELIVERY EST: 12-16 WEEKS

ALL EQUIPMENT INSTALLED COMPLETE.

CUST.
APPROVAL_____QUAINTY_____PO#_____DATE_____

Note: Quote valid for 30 days, In stock equipment subject to prior sale until signed order received. Price does not include applicable sales tax.

RECEIVED JUL 15 2002

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INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.9.

Meeting Date: 10/21/2024

Prepared By: Stacy Hricko, Administrative Specialist

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7409***

Authorizing the Purchase of Three New Dodge Ram 4x4 Crew Cab 2500 for the Parks Maintenance Department from Grapevine Dodge through Buyboard

Issue:

To consider approval of a resolution to purchase three new Dodge Ram 2500 4x4 quad cab trucks from Grapevine Dodge through BuyBoard for use in the Parks Grounds Maintenance Department.

Background:

One will be a new addition to the fleet. Two will replace existing trucks: #903, a 2009 Dodge Ram 1500 quad cab, and #909, a 2012 F150 Crew Cab for use in the Parks Grounds Maintenance Department.

Origination:

Department of Grounds Maintenance

Financial Consideration:

The three trucks will be purchased from Grapevine Dodge for the total price of one hundred sixty thousand three hundred fifteen dollars ($160,315.00). Funding for this purchase was appropriated in the fiscal 2024-2025 Parks Grounds Maintenance Department budget.

Staff Recommendation:

It is recommened that staff be authroized to purchase the three new Dodge Ram 2500 4x4 quad cab trucks from Grapevine Dodge through BuyBoard.

Alternatives:

As may be recommended by City Council

Attachments:

1. Resolution No. 7409
2. quote
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7409

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF THREE NEW DODGE RAM 4X4 CREW CAB 2500 FOR THE PARKS MAINTENANCE DEPARTMENT FROM GRAPEVINE DODGE THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Grapevine Dodge through Buyboard three new Dodge Ram 4x4 Crew Cab 2500 for the total price of one hundred sixty thousand three hundred fifteen dollars ($160,15.00) Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of October 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF SHERMAN

Rep: Dennis Thomas

Contact: CLINTON DANIEL

Phone: 817-410-7541

Phone/Email: CLINTOND@CITYOFSHERMAN.COM

Email: dthomas@grapevinedcj.com

Product Description: 2500 R4

Date: 09/28/2024

A. Bid Series 2500

A. Base Price: 39,361

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DJ7L91	24 2500 CREW SHORT 4X4	6354	2ga	TRADESMAN 6.4L HEMI V8	STD
PW7	WHITE	NC	V9X9	CLOTH/CARPET	PACKAGE
ADB	SKIDPLATE	92	CLF	RUBBER FLOORMATS	145
A6B	TRADESMAN LEVEL 2 PCK	1,920	DSA	ANTI SPIN AXLE	480
MRU	RUNNING BOARDS	432	XHC	BRAKE CONTROLLER	383
CK9	DELETE CARPET	NC			
AMP	CHROME APPEARANCE GROUP	1,601			
UBD	8.4" RADIO	791			
				Total of B. Published Options:	12198

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
4 CORNER AMBER / BLUE			
	1446		
		Total of C. Unpublished Options:	1,446

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment: _____	
J.	Additional Delivery Charge: _____ miles	$300
K.	Subtotal:	$53,305
L.	Quantity Ordered 3 x K =	$159,915
M.	Trade in: _____	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$160,315

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for the
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   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.10.

Meeting Date: 10/21/2024

Prepared By: Stacy Hricko, Administrative Specialist

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7410***

Authorizing the Purchase of one Dodge Ram 4500 4x4 Regular Cab for the Parks Maintenance Department from Grapevine Dodge through BuyBoard.

Issue:

To consider approval of a resolution to purchase one new Dodge Ram 4500 4x4 regular cab from Grapevine Dodge through BuybBard for use in the Park Grounds Maintenance Department.

Background:

This will be a new addition to the fleet for use in the Parks Grounds Mainenance Department.

Origination:

Department of Grounds Maintenance

Financial Consideration:

This truck will be purchased from Grapevine Dodge for the total price of seventy two thousand three hundred forty-eight dollars ($72,348.00). Funding for this purchase was appropriated in the fiscal 2024-2025 Parks Grounds Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Dodge Ram 4500 regular cab truck from Grapevine Dodge through BuyBoard.

Alternatives:

As may be recommended by City Council

Attachments:

1. Resolution No. 7410
2. quote 4500 Reg cab
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7410

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF ONE DODGE RAM 4500 4X4 REGULAR CAB FOR THE PARKS MAINTENANCE DEPARTMENT FROM GRAPEVINE DODGE THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Grapevine Dodge through Buyboard one new Dodge Ram 4x4 Regular Cab 4500 for the total price of seventy two thousand three hundred forty eight dollars ($72,348.00) Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of October 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

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF SHERMAN

Rep: Dennis Thomas

Contact: CLINTON DANIEL

Phone: 817-410-7541

Phone/Email: CLINTD@CITYOFSHERMAN.COM

Email: dthomas@grapevinedcj.com

Product Description: 4500 CHASSIS RC r1

Date: 09/28/2024

A. Bid Series 4500 CHASSIS RC

A. Base Price: 48,479

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DP9L64	24 4500 REG CAB 4X4 84"CA	3,628	2YA	TRADESMAN DIESEL	9,986
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
XEF	SKID PLATE	141	XAC	BACKUP CAMERA	480
XCH	BRAKE CONTROLLER	451	MRU	RUNNING BOARDS	480
CLY	RUBBER FLOORMATS	97	AHQ	MAX TOW	1256
				Total of B. Published Options:	16,519

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
11 FT GOOSENEDK BED	6600		
		Total of C. Unpublished Options:	6600

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment: still ordering 2024s _____	$
J.	Additional Delivery Charge: _____ miles	$350
K.	Subtotal:	$71,948
L.	Quantity Ordered _____ x K =	$
M.	Trade in: _____	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$72,348

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.11.

Meeting Date: 10/21/2024

Prepared By: Stacy Hricko, Administrative Specialist

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7411***

Authorizing the Purchase a New Dodge Ram 2500 4x4 Crew Cab Truck for the Cemetery Department from Grapevine Dodge through BuyBoard

Issue:

To consider approval of a resolution to purchase one new Dodge Ram 2500 4x4 crew cab truck from Grapevine Dodge through BuyBoard for use in the Cemetery Department.

Background:

This will be a new addition to the Cemetery Department.

Origination:

Cemetery Department

Financial Consideration:

This truck will be purchased from Grapevine Dodge for the total price of fifty one thousand, five hundred twenty two dollars ($51,922.00) . Funding for this purchase was appropriated in the fiscal 2024/2025 cemetery Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase this truck Dodge Ram 2500 from Grapevine Dodge through BuyBoard.

Alternatives:

As may be recommended by City Council.

Attachments:

1. Resolution No. 7411
2. BuyBoard Interlocal Participation Agreement
3. Dodge 2500 Cemetery

RESOLUTION NO. 7411

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW DODGE RAM 2500 4X4 CREW CAB FOR THE CEMETERY DEPARTMENT FROM GRAPEVINE DODGE THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Grapevine Dodge through Buyboard one new Dodge Ram 4x4 Regular Cab 4500 for the total price of fifty-one thousand, five hundred twenty two dollars ($51,922.00) Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of October 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

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF SHERMAN

Rep: Dennis Thomas

Contact: CLINTON DANIEL

Phone: 817-410-7541

Phone/Email: CLINTOND@CITYOFSHERMAN.COM

Email: dthomas@grapevinedcj.com

Product Description: 2500 R6

Date: 10/11/2024

A. Bid Series 2500

A. Base Price: 39,361

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DJ7L91	24 2500 CREW SHORT 4X4	6354	2ga	TRADESMAN 6.4L HEMI V8	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
ADB	SKIDPLATE	92	CLF	RUBBER FLOORMATS	145
A61	TRADESMAN LEVEL 1	189	DSA	ANTI SPIN AXLE	480
MRU	RUNNING BOARDS	432	XHC	BRAKE CONTROLLER	383
Gfa	Rear defroster	189			
AMP	CHROME APPEARANCE GROUP	1,601			
UBD	8.4" RADIO	NOT AVAILABLE			
				Total of B. Published Options:	9865

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
4 CORNER AMBER / BLUE			
2 SWING OUT TOOL BOXES			
	1996		
		Total of C. Unpublished Options:	1,996

D.	Pre-delivery Inspection:		
E.	Texas State Inspection:		$
F.	Manufacturer Destination/Delivery:		$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):		$
H.	Lot Insurance (for in stock and/or equipped vehicles):		$
I.	Contract Price Adjustment:		
J.	Additional Delivery Charge:	_____ miles	$300
K.	Subtotal:		$51,522
L.	Quantity Ordered	1 x K =	$
M.	Trade in:		
N.	BUYBOARD Administrative Fee ($400 per purchase order)		$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE		$51,922

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.12.

Meeting Date: 10/21/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7412***

Authorizing the Purchase of a New 2500 Crew 4x4 Short Bed from Grapevine Dodge for the Street Maintenance Department through BuyBoard

Issue:

To consider approval of a resolution to purchase a new 2500 Crew 4x4 Short Bed from Grapevine Dodge through BuyBoard for use within the Street Maintenance Department.

Background:

The requested purchase will replace vehicle #3087, a 2015 Chevy Tahoe. The truck will be used in the daily operations of the Street Maintenance Department.

Origination:

Department of Public Works

Financial Consideration:

The new 2500 Crew 4x4 Short Bed will be purchased from Grapevine Dodge for $48,132.00 through BuyBoard. Funding for this purchase was appropriated in the fiscal 2024-2025 Street Maintenance Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new 2500 Crew 4x4 Short Bed from Grapevine Dodge through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7412
2. Grapevine Dodge Quote 2500 CREW 4X4 STREET 092824
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7412

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2500 CREW 4X4 SHORT BED TRUCK FROM GRAPEVINE DODGE FOR THE STREET MAINTENANCE DEPARTMENT THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Grapevine Dodge through Buyboard a new 2500 Crew 4x4 Short Bed Truck at a total price of Forty Eight Thousand One Hundred Thirty Two Dollars ($48,132.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of October 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

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF SHERMAN

Rep: Dennis Thomas

Contact: CHAD HARMON

Phone: 817-410-7541

Phone/Email: CHADH@CITYOFSHERMAN.COM

Email: dthomas@grapevinedcj.com

Product Description: 2500 CREW 4X4 SHORT BED

Date: 09/28/2024

A. Bid Series 2500

A. Base Price: 39,361

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DJ7L91	24 2500 CREW SHORT 4X4	6354	2GA	TRADESMAN 6.4L GAS	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
ADB	SKIDPLATE	92	CLF	RUBBER FLOORMATS	145
A61	TRADESMAN LEVEL 1	189	DSA	ANTI SPIN AXLE	480
MRU	RUNNING BOARDS	432	XHC	BRAKE CONTROLLER	383
				Total of B. Published Options:	8,075

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
		Total of C. Unpublished Options:	

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: still ordering 2024s $

J. Additional Delivery Charge: _____ miles $300

K. Subtotal: $47,736

L. Quantity Ordered _____ x K = $

M. Trade in: _____

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $48,132

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.13.

Meeting Date: 10/21/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7413***

Authorizing the Purchase of a New 2025 Ford F-750 with a 2,000 Gallon Water Body from Rush Truck Center for the Street Maintenance Department through BuyBoard

Issue:

To consider approval of a resolution to purchase a new Ford F-750 with a 2,000 gal water body from Rush Truck Center through BuyBoard for use within the Street Maintenance Department.

Background:

The requested purchase will be a new addition to the Street Maintenance Department. The Street Maintenance Department currently uses a remote tank that they load and unload into a dump truck.

Origination:

Department of Public Works

Financial Consideration:

The new Ford F-750 will be purchased from Rush Truck Center for $114,635.75 through BuyBoard. Funding for this purchase was appropriated in the fiscal 2024-2025 Street Maintenance Department.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new 2025 Ford F-750 with a 2,000 water gallon body from Rush Truck Center through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7413
2. Rush Truck Quote 2025 Ford F-750
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7413

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2025 FORD F-750 REGULAR CAB WITH 2,000 GALLON WATER BODY FROM RUSH TRUCK CENTER FOR THE STREET MAINTENANCE DEPARTMENT THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Rush Truck Center through Buyboard a new 2025 Ford F-750 with a 2,000 gallon water body at a total price of One Hundred Fourteen Thousand Six Hundred Thirty Five Dollars and Seventy Five Cents ($114,635.75). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of October 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

Customer Proposal Letter

CITY OF SHERMAN
100 So. Rusk
Sherman, TX 75020

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Ford Model F-650 Stock # 1776020 Serial # 1FDNF6AN1SDF01682

Additional Vehicle Details: City of Sherman 2025 Ford F750, 25,999 GVW, NCDL with 2,000 gal Scelzi water body. Municipal discount for Fin Code QB157 included. Stock number 1772286. Tax exempt for municipalities. Buy Board fee included in the quote.

		Total
Quantity		
Truck Price per Unit	$ 112,962.25	$ 112,962.25
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 112,962.25	$ 112,962.25
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 330.00	$ 330.00
Administration Fee	$ 250.00	$ 250.00
Electronic Filing	$ 33.00	$ 33.00
Tire Recycling Program	$ 10.50	$ 10.50
Total Sales Price	$ 114,635.75	$ 114,635.75
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 114,635.75	$ 114,635.75

Sales Representative	Signature	Steven Stobaugh Printed Name	Date
Purchaser	Signature	Printed Name / Title	Date
Accepted by Sales Manager or General Manager	Signature	Printed Name	Date

Quote good until 10/27/2024 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

DEALER 71V902 VIN 1FDNF7AN7SDF03314

Stock # 1772286

		Suggested Retail Price
	F75E REGULAR CAB DOCK HGT	71580 00
	158" WHEELBASE	NC
	2025 MODEL YEAR	
YZ	OXFORD WHITE	
1E	STEEL GRAY VINYL 30/70	
	PREFERRED EQUIPMENT PKG.600A	
	.FRAME RAILS 15.14 S/M 80K PSI	
	.PAINTED STEEL FRONT BUMPER	
	.FRONT AXLE - 10K CAPACITY	
	.FRONT SUSPENSION - 10K CAP	
	.SINGLE, 21K CAP OPEN	
	.WI-FI 4G LTE HOTSPOT DELETE	
91H	.HORIZ EXH-BOC SHORT TAIL PIPE	NC
	.FUEL TANK - 50 GALS STEEL	
	.REAR SEAT DELETE	
	.AM/FM RADIO W/CLOCK	
	.FT WH 22.5X8.25 10H PWD CT DS	
	.RR WH 22.5X8.25 10H PT STL DS	
99N	.7.3L 2V DEVCT NA PFI V8 GAS	
44P	6 SPEED AUTO TRANS GAS	NC
T2B	GDYR 11R22.5G FUEL MAX RSA	NC
X6D	6.50 AXLE RATIO	NC
18A	ELEC STABILITY CONTROL DELETE	115 00-
18D	DE-RATE GVWR TO 25,999	120 00
21A	PRE DELIVERY INSPECTION	NC
314	SHIP-THRU MANNING	NC
41B	TRANS POWER TAKE OFF GAS	295 00
425	50 STATE EMISSIONS	NC
54F	TRAILER TOW SAIL MIR W/POWER	365 00
55M	JUMP START STUD	90 00
59C	BODY BUILDER WIRING	135 00
59F	AUXILIARY SWITCH (4)	125 00
85A	ANTI THEFT SYSTEM	NC
	REMOTE KEYLESS ENTRY	
1	30/70 FIXED DR/PASS VINYL	350 00
90A	INTERIOR APPEARANCE GROUP	815 00
90P	POWER EQUIPMENT GROUP	NC
	TOTAL OPTIONS/OTHER	2180 00
	TOTAL VEHICLE & OPTIONS/OTHER	73760 00
	DESTINATION & DELIVERY	2495 00
	TOTAL FOR VEHICLE	76255 00
	FUEL CHARGE	
	SHIPPING WEIGHT 9748 LBS.	
	TOTAL	76255 00

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to
Rush Truck Center, Whittier 71V902
2450 Kella Ave.
Whittier CA 90601

Order Type	Ramp Code	Batch ID	Price Level
59	CH07 RW27	R935	515

Ship to (if other than above)
Scelzi Enterprises 86533
2316 E. Annadale Ave.
Fresno CA 93706

Date Inv. Prepared	Item Number	Transit Days
05 13 24	71-7003	15

Ship Through
MANNING
5200 OSTER ROAD
SHEFFIELD VILLA OH

Invoice & Unit Identification NO.	Final Assembly Point	Finance Company and/or Bank
1FDNF7AN7SDF03314	OHIO	BMO Harris Bank 024275

HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA

This invoice to be used for the billing of vehicles only

Dealer's copy

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.14.

Meeting Date: 10/21/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7414***

Authorizing the Purchase of a New SVL97 Skid Steer from Zimmerer Kubota for the Street Maintenance Department through Sourcewell

Issue:

To consider approval of a resolution to purcahse a new SVL97 Skid Steer from Zimmerer Kubota through Sourcewell for use within the Street Maintenance Department.

Background:

The requested purchase will be a new addition to the current Street Maintenance Fleet to be used in the daily operations of street repair and maintenance. This new Skid Steer will also be a backup for the attachments the department already has.

Origination:

Department of Public Works

Financial Consideration:

The new SVL97 Skid Steer will be purchased from Zimmerer Kubota for $82,620.32 through Sourcewell. Funding for this purchase was appropriated in the 2024-2025 Street Maintenance Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new SVL97 Skid Steer from Zimmerer Kubota through Sourcewell.

Alternatives:

As may be recommended by the City Council.

Attachments:

1. Resolution No. 7414
2. Zimmerer Kubota Quote SVL97
3. Sourcewell Membership

RESOLUTION NO. 7414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW SVL97 SKID STEER FROM ZIMMERER KUBOTA FOR THE STREET MAINTENANCE DEPARTMENT THROUGH SOURCEWELL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Zimmerer Kubota through Sourcewell a new SVL97 Skid Steer at a total price of Eighty Two Thousand Six Hundred Twenty Dollars and Thirty Two Cents ($82,620.32). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of October 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

Sourcewell
Utility Tractors & Mowers – 031121
CE and AG – 040319
Utility Vehicles 122220
NJPA Arkansas 4600041718
NJPA Delaware GSS-17673
Nebraska 14777 (OC)
Mississippi 8200067336

SVL97-2HFCC WEB QUOTE #2815510
Date: 9/25/2024 12:50:27 PM
-- Customer Information --
Harmon, Chad
2440
City of Sherman
chadh@cityofsherman.com
9038927254

Quote Provided By
ZIMMERER KUBOTA & EQUIPMENT, INC.
Clay Yonts
14851 U.S. Hwy 75
Van Alstyne, TX 75495
email: claytony@zkmail.com
phone: 9037124035

-- Standard Features --

Kubota

S Series SVL97-2HFCC

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES
Final Tier 4 Certified Kubota Diesel Engine
Electronic Travel Torque Management System
Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option
Loader Arm Self-Leveling
Loader Boom Lock
Open ROPS/FOPS
Optional enclosed and pressurized cab with A/C
High Back, Adjustable, Vinyl, Suspension Seat
2" Retractable Seat Belt And 2-Piece Seat Bar
23.1 gpm Auxiliary Hydraulics Standard, 40.0 gpm Option
Case Drain Line
Rigid Mounted Undercarriage, 5 Lower Track Rollers
High Grip Rubber Tracks, 17.7" Standard
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
2 Variable Displacement Pumps
Rearview Camera
KubotaNOW Telematics
Lockable DEF Cap Guard
Hydraulic Joystick Controls
ISO Operating Pattern
Dial Knob and Foot Throttle Controls
Stall Guard Engine Controls
Automatic Glow Plugs
Key Switch Stop System
Self Bleed Fuel System
2 Front and 2 Rear Working Lights
Hour Meter, Engine Temperatur, DEF, and Fuel Gauges and Warning Lights
Lockable DEF Tank Cap
Lockable Fuel Cap
Radio Ready on Enclosed Cabs

BASIC UNITS
SVL97-2S, 17.7" Rubber Tracks, A/C ROPS/FOPS Cab
Cold-weather CCV Package
Hydraulic Quick Coupler
High Flow Auxiliary Hydraulics, MF Grips, 14-Pin Coupler
Includes Telematics and Rearview Camera

OPERATIONAL DIMENSIONS
Operating Weight*, SVL97-2s, 17.7" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler 11,299 lbs.
Rated Operating Capacity (ROC) @ 35%
of Tipping Load complies with ISO 14397-1
and SAE J 818) 3,200 lbs.
Rated Operating Capacity (ROC) @ 50%
of Tipping Load 4,572 lbs.
Tipping Load 9,143 lbs.
Auxiliary Hydraulics Flow 24 / 40.0 gpm
Travel Speed (Low / High) 5.0 / 7.3 mph
Reach @ Maximum Height 40.7"
Height to Hinge Pin 128.6"
Ground Pressure 4.5 psi.
Traction Force 12,178 lbf.

* Includes operator's weight, 175 lbs.

ENGINE
V3800-Tier 4 Kubota Final Tier 4 Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
96.0 Gross HP @ 2400 rpm

DIMENSIONS
Cab Height 83.4"
Width (without attachment) 77.2"
Length (without attachment) 123.5"
Length of Track on Ground 65.6"

-- Custom Options --

SVL97-2HFCC Base Price:	$92,961.00
(1) SVL REAR VIEW CAMERA KIT S6780-SVL REAR VIEW CAMERA KIT	inc.
(1) SVL TELEMATICS HARNESS S6702-SVL TELEMATICS HARNESS	inc.
(1) AT&T TELEMATICS MODEM DCU6700-AT&T TELEMATICS MODEM	$449.00
(1) 80" Heavy Duty, Low Profile, Standard Floor, Cutting Edge, Side Cutter, 16.9 cu-ft heaped capacity AP-HD80LC-80" Heavy Duty, Low Profile, Standard Floor, Cutting Edge, Side Cutter, 16.9 cu-ft heaped capacity	$2,505.00
(1) 25 Series Combination Bucket, 80" Width18.01-21.83 cu.ft. Heaped AP-CB2580-01-30-25 Series Combination Bucket, 80" Width18.01-21.83 cu.ft. Heaped	$7,012.00
Configured Price:	$102,927.00
Sourcewell Discount:	($24,772.60)
SUBTOTAL:	$78,154.40
2Yr SVL97-2HFCC Extended Warranty	$3,000.00
Dealer Assembly:	$234.67
Freight Cost:	$831.25
PDI:	$400.00
Total Unit Price:	$82,620.32
Quantity Ordered:	1
Final Sales Price:	$82,620.32

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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107.154.191.2

NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

D Erholtz

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.15.

Meeting Date: 10/21/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7415***

Authorizing the Purchase of a New 2025 Ford F-550 Pothole Repair Truck from Texas Pack + Load for the Street Maintenance Department through Sourcewell

Issue:

To consider approval of a resolution to puchase a new 2025 Ford F-550 Pothole Repair Truck from Texas Pack + Load through Sourcwell for use with in the Street Maintenance Department.

Background:

The requested purchase is a new addition to the Street Maintenance Department. The department currently doesn't have a pothole truck. This new truck will be used for repair of potholes on the city streets.

Origination:

Department of Public Works

Financial Consideration:

The new Ford F-550 Pothole Truck will be purchased from Texas Pack + Load fro $254,931.00 through Sourcewell. Funding for this purchase was appropriated in the fiscal 2024-2025 Street Maintenance Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new 2025 Ford F-550 Pothole Repair Truck from Texas Pack + Load through Sourcewell.

Alternatives:

As may be recommended by the City Council.

Attachments:

1. Resolution No 7415
2. TX Pack and Load Quote 1.8 mini Pothole Patcher
3. Sourcewell Membership

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2025 FORD F-550 CREW CAB POTHOLE REPAIR TRUCK FROM TEXAS PACK + LOAD FOR THE STREET MAINTENANCE DEPARTMENT THROUGH SOURCEWELL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Texas Pack + Load through Sourcewell a new 2025 Ford F-550 Pothole Repair Truck at a total price of Two Hundred Fifty Four Thousand Nine Hundred Thirty One Dollars ($254,931.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of October 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

Texas Pack + Load
1030 Brussels Street
San Antonio, TX 78219 US
parts@texaspackandload.com

QUOTE

ADDRESS
Sherman, City of
PO Box 1106
Sherman, TX 75091

SHIP TO
Sherman, City of
100 S RUSK ST
SHERMAN, TX 75090-5860
US

QUOTE # 6735
DATE 09/26/2024
EXPIRATION DATE 12/31/2024

MEMO
Sherman, BC MINI 1.8

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
PB BC-4 Asphalt Patcher	1.8 Cubic Yard Capacity equipped with Radiant Heater, Thermostatically Controlled LPG Burner, Hydraulic Top Lids and Doors, Kevlar Chain Conveyor, Hand Torch, Shovel Apron, 25 gal LPG Tank, Installation and Paint Black	1	151,104.00	151,104.00T
PB-Additional Options	EMULSION SYSTEM PB MODEL BH-100-15 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 10 GAL. SOLVENT TANK, 35 GAL. EMULSION, WAND WITH 25’ HOSE, AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK COMPACTION TOOLS COMPACTOR LIFT PLATFORM - HYDRAULIC COMPACTOR - WACKER PACKER 8 GAL POLY WATER TANK W/ 10’ HOSE & SPIGOT HOSE REELS HOSE REEL - 3/8" X 25’ FOR AIR HOSE REEL - 3/8" X 25’ FOR SOLVENT HOSE REEL - 3/8" X 25’ FOR TORCH HOSE REEL - 1/2" X 25’ FOR EMULSION HOSE REEL - DUAL 1/2" X 25’ FOR HYD HAMMER PAINTING AND DETAIL BODY UNDERSEAL HEATING ELECTRIC OVERNIGHT HEATING SYSTEM - 240 VAC 6K 40AMP	1	0.00	0.00T

Approved by:_____ Date:_____

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	25’ POWER CABLE 240 VOLT THERMOMETER 0-300 WANDS AIR BLOW GUN W/ 25’ HOSE (REQ COMPRESSOR OPTION OR TRUCK AIR) SOLVENT PUMP & WAND BH SYSTEM SPOIL BINS CROSS FRAME SPOILS BIN 18" WORK PLATFORM PLATFORM/CATWALK WITH HAND RAILS AND LADDERS CONTROLS CAB CONTROLS (TOP LIDS) AIR TOGGLE STORAGE TOOL BOX 18" LOCKABLE SIDE TOOL BASKET HAMMER SYSTEMS HYDRAULIC TOOL CIRCUIT HYDRAULIC HAMMER BR-67 W/ ASPHALT CUTTER AND TAMPER PAD LOCKABLE HAMMER HANGER DISCHARGE SYSTEMS PIVOTAL ASPHALT CHUTE			
Sales Tax	Sales Tax calculated by AvaTax on Wed 05 Oct 21:40:17 UTC 2022	1	0.00	0.00
Estimated Freight	Estimated Freight	1	5,500.00	5,500.00T
PB-Additional Options	2025 FORD F-550 CREW CAB 6.7L 330HP DIESEL, TORQUESHIFT 10 SPEED $93,327.50 AUTOMATIC TRANSMISSION W/ PTO PROVISON, 19,500 GVWR, POWER GROUP, PAYLOAD PACKAGE, REAR CAMERA PREP KIT, RUNNING BOARDS, CRUISE CONTROL, AUX SWITCHES 2 KEYS W/ FOB, STEEL WHEELS, PAINTED WHI	1	98,327.00	98,327.00T
MISC EQUIPMENT	Chassis Price is Estimated only and does not include TT&L, or any other additional chassis cost. Unit will be purchased direct from PB Loader on Sourcewell contract	1	0.00	0.00T

Texas Pack + Load thanks you for the opportunity to quote your business!

All Invoices are COD unless pre-approved credit terms have been arranged.

SUBTOTAL	254,931.00
TAX	0.00
TOTAL	**$254,931.00**

Approved by:_____ Date:_____

Accepted By

Accepted Date

NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

**** Change Order No. 2***

Change Order No 2. to Provide Water/Wastewater Rate Update Services

Issue:

To consider a change order with Willdan Financial Services for assistance with the City's water and wastewater long-term financial plan and rate recommendations.

Background:

Willdan Financial Services ("Willdan") has been providing water and wastewater long-term financial planning and rate recommendation services to the City Since 2022. This change order brings the total contract value above the $50,000 threshold, therefore requiring City Council approval.

Origination:

Mary Lawrence, CFO

Financial Consideration:

The change order adds $40,000 to the contract for a total contract amount of $80,000. This change order will enable the City to continue using Willdan's services for approximately one year.

Staff Recommendation:

Staff recommends approval of the change order.

Alternatives:

As suggested by City Council.

Attachments:

1. 2024 10 03 Willdan Sherman 2024 Rate Update CO 2 (ID 421568)
2. 2024 05 22 Willdan Sherman 2024 Rate Update CO 1 (ID 421569)
3. 2023-09-22 Willdan Financial Engagement Letter (ID 351004) (ID 421567)

October 3 2024

Mr. Robby Hefton
City Manager
City of Sherman
220 W. Mulberry St.
Sherman, Texas 75091-1106

Re: Letter Agreement to Provide FY 2024 Water/Wastewater Rate Update – Change Order 2

Dear Mr. Hefton:

Willdan Financial Services ("Willdan") is pleased to present the following change order to our engagement to assist the City of Sherman in providing an update of our water and wastewater long-term financial plan and rate recommendations for Fiscal Year 2024 and 2025. We are an economic and financial consulting firm, with offices in Plano, Texas and throughout the United States. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management.

As Vice President of Willdan, I will manage and have primary responsibility for preparing this study for the City. I will be assisted by Mr. Dan Lanning and Mr. Jason Gray.

Scope of Services

We will prepare the same scope of services that we outlined in our engagement letter dated September 22 2023. This includes:

Task 1	Acquiring and Analyzing Data on an As-Needed Basis
Task 2	Periodic Rate Model Updates to Reflect New Scenarios
Task 3	Meetings and Presentations

Our original engagement letter and change order #1 presented a combined budget of professional fees and expenses of not to exceed $40,000. For Change Order 2, we are requesting an additional budget of not to exceed $40,000.

Our hourly rates are as follows:

Willdan Financial Services	
Hourly Rate Schedule	
Group Manager – Dan V. Jackson	$240
Vice President/Managing Principal	$220
Principal Consultant	$210
Senior Project Manager	$185
Project Manager	$165
Senior Project Analyst	$135
Senior Analyst	$125
Analyst	$110
Analyst Assistant	$100

Authorization

If the terms of this engagement are acceptable, please sign where indicated and email this letter back to me and to our contracts supervisor:

Ms. Karen Checkon
Willdan Financial Services
5500 Democracy Drive Ste. 130
Plano TX 75024
Ph. (972) 378-6588
E-mail: kcheckon@willdan.com

We appreciate this opportunity to serve the City of Sherman. If you have any questions regarding the proposed services, please contact me directly at (972) 378-6588 or via email at djackson@willdan.com.

Sincerely,

Willdan Financial Services

Dan V. Jackson, Vice President

October 3 2024
Date

City of Sherman

Signature

Date

Print Name

ATTACHMENT 1 TO LETTER AGREEMENT

TERMS AND CONDITIONS

The Letter Agreement between the City of Altus ("Client") and Willdan Financial Services ("WFS") is subject to these Terms and Conditions (collectively, this "Agreement").

1. Additional Services. Additional services shall be performed by WFS only upon Client's request evidenced by a written addendum executed by both parties.

2. Compensation. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.

3. Termination. Either party may terminate this Agreement at any time upon 30 days' written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.

4. Data Provided by Client. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.

5. Indemnification. Each Party shall indemnify the other from claims resulting from their respective negligence or other wrongful conduct or the negligence or other wrongful conduct of their respective officers, agents or employees.

6. Insurance. WFS shall maintain the following insurance:

a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.

b. Commercial General Liability Insurance, with limits not be less than $1,000,000 per occurrence and general aggregate.

c. Commercial Automobile Liability with limits not less than $1,000,000 per occurrence.

d. Professional Liability with limits not be less than $1,000,000 per claim and annual aggregate.

e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.

f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing it services.

7. **Miscellaneous.**

a. Titles used in this Agreement are for general reference and are not a part of the Agreement.

b. This Agreement shall be interpreted as though prepared by both parties.

c. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

d. This Agreement shall be interpreted under the laws of the State of Texas.

e. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.

f. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

g. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing or environmental impact reports.

h. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.

i. WFS shall not responsible for the performance of services by third parties not retained by WFS.

8. Project Disclaimer

Client represents, acknowledges, and agrees that:

(i) Client uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) Client is not looking to Willdan to provide, and client shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide client with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of client, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by client, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, client recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, client will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that client is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services. Rate and Financial Planning Model.

WILLDAN

May 15 2024

Mr. Robby Hefton
City Manager
City of Sherman
220 W. Mulberry St.
Sherman, Texas 75091-1106

Re: Letter Agreement to Provide FY 2024 Water/Wastewater Rate Update – Change Order 1

Dear Mr. Hefton:

Willdan Financial Services ("Willdan") is pleased to present the following change order to our engagement to assist the City of Sherman in providing an update of our water and wastewater long-term financial plan and rate recommendations for Fiscal Year 2024 and 2025. We are an economic and financial consulting firm, with offices in Plano, Texas and throughout the United States. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management.

As Vice President of Willdan, I will manage and have primary responsibility for preparing this study for the City. I will be assisted by Mr. Dan Lanning and Mr. Jason Gray.

Scope of Services

We will prepare the same scope of services that we outlined in our engagement letter dated September 22 2023. This includes:

Task 1	Acquiring and Analyzing Data on an As-Needed Basis
Task 2	Periodic Rate Model Updates to Reflect New Scenarios
Task 3	Meetings and Presentations

Our original engagement letter presented a budget of professional fees and expenses of not to exceed $20,000. For this change order, we are requesting an additional budget of not to exceed $20,000.

Our hourly rates are as follows:

Willdan Financial Services	
Hourly Rate Schedule	
Group Manager – Dan V. Jackson	$240
Vice President/Managing Principal	$220
Principal Consultant	$210
Senior Project Manager	$185
Project Manager	$165
Senior Project Analyst	$135
Senior Analyst	$125
Analyst	$110
Analyst Assistant	$100

Authorization

If the terms of this engagement are acceptable, please sign where indicated and email this letter back to me and to our contracts supervisor:

Ms. Joanie Reynolds
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, California 92590
Ph. (800) 755-6864; fax (951) 587-3510
E-mail: jreynolds@willdan.com

We appreciate this opportunity to serve the City of Sherman. If you have any questions regarding the proposed services, please contact me directly at (972) 378-6588 or via email at djackson@willdan.com.

Sincerely,

Willdan Financial Services

Dan V. Jackson, Vice President

May 15 2024
Date

City of Sherman

Mary Lawrence
Signature

5/15/2024
Date

Mary Lawrence
Print Name

ATTACHMENT 1 TO LETTER AGREEMENT

TERMS AND CONDITIONS

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1. Additional Services. Additional services shall be performed by WFS only upon Client's request evidenced by a written addendum executed by both parties.

2. Compensation. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.

3. Termination. Either party may terminate this Agreement at any time upon 30 days' written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.

4. Data Provided by Client. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.

5. Indemnification. Each Party shall indemnify the other from claims resulting from their respective negligence or other wrongful conduct or the negligence or other wrongful conduct of their respective officers, agents or employees.

6. Insurance. WFS shall maintain the following insurance:

a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.

b. Commercial General Liability Insurance, with limits not be less than $1,000,000 per occurrence and general aggregate.

c. Commercial Automobile Liability with limits not less than $1,000,000 per occurrence.

d. Professional Liability with limits not be less than $1,000,000 per claim and annual aggregate.

e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.

f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing it services.

7. **Miscellaneous.**

a. Titles used in this Agreement are for general reference and are not a part of the Agreement.

b. This Agreement shall be interpreted as though prepared by both parties.

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h. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.

i. WFS shall not responsible for the performance of services by third parties not retained by WFS.

WILLDAN

September 22 2023

Mr. Robby Hefton
City Manager
City of Sherman
220 W. Mulberry St.
Sherman, Texas 75091-1106

Re: Letter Agreement to Provide FY 2024 Water/Wastewater Rate Update

Dear Mr. Hefton:

Willdan Financial Services ("Willdan") is pleased to present the following scope of services and budget to assist the City of Sherman in providing an update of our water and wastewater long-term financial plan and rate recommendations for Fiscal Year 2024. We are an economic and financial consulting firm, with offices in Plano, Texas and throughout the United States. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management.

As Vice President of Willdan, I will manage and have primary responsibility for preparing this study for the City. I will be assisted by Mr. Dan Lanning and Mr. Jason Gray.

Scope of Services

We want to ensure that our scope of services is responsive to the City's needs. We will work with the City to tailor our proposed scope based on input prior to approval of this letter agreement, and as needed during the course of the project.

Task 1: Acquire and Analyze Data on As-Needed Basis

Description: On a periodic basis, as requested by City staff, the project team will analyze data, run model scenarios, and prepare analysis specifically requested by staff. We will request and receive more recent customer, volume, and budget data from the City. We will also discuss with the City the timing of any new proposed bond issues. The data involves both the use of water/wastewater resources and the revisions to the City's CIP required to service the development. We will thoroughly analyze all acquired data to ensure that it meets the requirements for our analysis and will follow up with City staff as necessary.

Task 2: Update Rate Model

Description: The project team will use acquired updated budget, volume and CIP data to update its previously-prepared ten-year water and wastewater cost of service forecast model. The model will identify current and forecast operating expenses, capital outlays and debt service for the period FY 2024 – FY 2033. The model adheres to AWWA ratemaking standards to ensure that the cost of service for each customer class is just, reasonable and accurate.

The model will contain modules that will allow for the calculation of overall cost of service for the water and wastewater utilities and the cost of service by designated customer class

Task 3: Meetings

Description: The project team will attend all meetings requested by and authorized by City staff. This potentially could include meetings with staff, City Council and TI officials. Any meetings would be set up and approved by City staff as necessary.

Budget

Willdan will perform the tasks described in the Scope of Services section on a time and expense basis. While we cannot define the precise scope of services at this time, we will ensure that all billings are reasonable, necessary and are approved by City staff. We propose to set a cap of $20,000 for our professional fees and expenses.

Our hourly rates are as follows:

Willdan Financial Services	
Hourly Rate Schedule	
Group Manager – Dan V. Jackson	$240
Vice President/Managing Principal	$220
Principal Consultant	$210
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Ms. Joanie Reynolds
Willdan Financial Services
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Temecula, California 92590
Ph. (800) 755-6864; fax (951) 587-3510
E-mail: jreynolds@willdan.com

We appreciate this opportunity to serve the City of Sherman. If you have any questions regarding the proposed services, please contact me directly at (972) 378-6588 or via email at djackson@willdan.com.

Sincerely,

Willdan Financial Services

Dan V. Jackson, Vice President — September 22 2023 (Date)

City of Sherman

Mary Lawrence (Signature) — 9/22/23 (Date)

Mary Lawrence (Print Name)

ATTACHMENT 1 TO LETTER AGREEMENT

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i. WFS shall not responsible for the performance of services by third parties not retained by WFS.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By: Tamara Grisolia, Administrative Secretary

Approved By: Robby Hefton, City Manager

Caption:

**** Payment Authorization***

Year Two Payment of the TASER 7 Certification Bundles for the Sherman Police Department.

Issue:

To consider approval of a resolution for payment of the Year 2 purchase of TASER 7 Certification Bundle for the Sherman Police Department from Axon Enterprise Inc.

Background:

Fiscal Year 2024 authorization/approval included a 5-year plan of payment to update the Police Department's Conductive Energy Devices (CED) and training cartridges for the life of the program. This Year 2 and remaining years will have an annual cost of $68,438.52.

Origination:

Sherman Police Department

Financial Consideration:

Year 2 payment, FY24-25, is $68,438.52.

Staff Recommendation:

Staff recommends approval.

Alternatives:

As may be recommended by the City Council.

Attachments:

1. Axon Enterprise Quote

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-455735-45180.834MA

Issued: 09/11/2023

Quote Expiration: 10/13/2023

Estimated Contract Start Date: 12/15/2023

Account Number: 116796

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Sherman Police Dept. - TX 317 S TRAVIS ST SHERMAN, TX 75090-7146 USA	Sherman Police Dept. - TX 317 S TRAVIS ST SHERMAN TX 75090-7146 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Nic Emmons Phone: 903-892-7279 Email: nice@cityofsherman.com Fax: 1(903) 8927395

Quote Summary

Program Length	60 Months
TOTAL COST	$342,192.60
ESTIMATED TOTAL W/ TAX	$342,192.60

Discount Summary

Average Savings Per Year	$10,738.00
TOTAL SAVINGS	$53,690.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	$68,438.52	$0.00	$68,438.52
Nov 2024	$68,438.52	$0.00	$68,438.52
Nov 2025	$68,438.52	$0.00	$68,438.52
Nov 2026	$68,438.52	$0.00	$68,438.52
Nov 2027	$68,438.52	$0.00	$68,438.52
Total	**$342,192.60**	**$0.00**	**$342,192.60**

Quote Unbundled Price:	**$395,882.60**
Quote List Price:	**$352,142.60**
Quote Subtotal:	**$342,192.60**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	TASER 7 Certification Bundle	81	60	$79.41	$70.41	$70.41	$342,192.60	$0.00	$342,192.60
A la Carte Services									
85147	CEW STARTER	1			$9,950.00	$0.00	$0.00	$0.00	$0.00
Total							**$342,192.60**	**$0.00**	**$342,192.60**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	81	11/15/2023
TASER 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	11/15/2023
TASER 7 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	97	11/15/2023
TASER 7 Certification Bundle	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2	11/15/2023
TASER 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	73	11/15/2023
TASER 7 Certification Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	8	11/15/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	243	11/15/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	162	11/15/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	243	11/15/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	162	11/15/2023
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	162	11/15/2023
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	162	11/15/2023
TASER 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	11/15/2023
TASER 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	11/15/2023
TASER 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	11/15/2023
TASER 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	11/15/2023
TASER 7 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	11/15/2023
TASER 7 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	11/15/2023
TASER 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	11/15/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	162	11/15/2024
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	162	11/15/2024
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	162	11/15/2025
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	162	11/15/2025
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	162	11/15/2025
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	162	11/15/2025
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	162	11/15/2026
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	162	11/15/2026
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	162	11/15/2027
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	162	11/15/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	81	12/15/2023	12/14/2028
TASER 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	12/15/2023	12/14/2028

Services

Bundle	Item	Description	QTY
TASER 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1

Services

Bundle	Item	Description	QTY
TASER 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	81
A la Carte	85147	CEW STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	97	12/01/2024	12/14/2028
TASER 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	81	12/01/2024	12/14/2028
TASER 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	2	12/01/2024	12/14/2028
TASER 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/01/2024	12/14/2028

Payment Details

Nov 2023						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 1	T7Cert	TASER 7 Certification Bundle	81	$68,438.52	$0.00	$68,438.52
Total				**$68,438.52**	**$0.00**	**$68,438.52**

Nov 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 2	T7Cert	TASER 7 Certification Bundle	81	$68,438.52	$0.00	$68,438.52
Total				**$68,438.52**	**$0.00**	**$68,438.52**

Nov 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 3	T7Cert	TASER 7 Certification Bundle	81	$68,438.52	$0.00	$68,438.52
Total				**$68,438.52**	**$0.00**	**$68,438.52**

Nov 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 4	T7Cert	TASER 7 Certification Bundle	81	$68,438.52	$0.00	$68,438.52
Total				**$68,438.52**	**$0.00**	**$68,438.52**

Nov 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 5	T7Cert	TASER 7 Certification Bundle	81	$68,438.52	$0.00	$68,438.52
Total				**$68,438.52**	**$0.00**	**$68,438.52**

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:
OTHER BUSINESS **(TABLED AT THE SEPTEMBER 16, 2024 CITY COUNCIL MEETING)**
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)

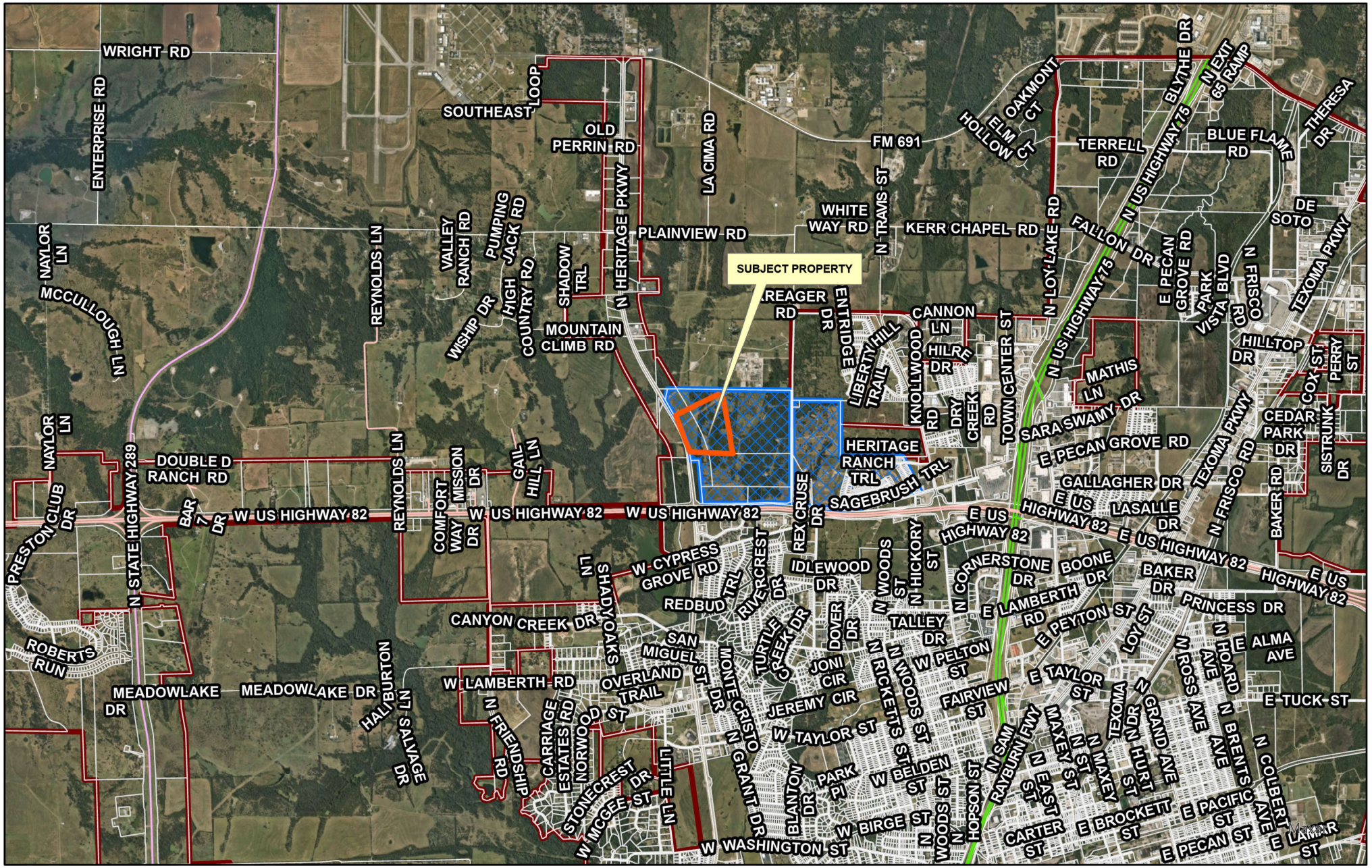
Financial Consideration:
None

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.

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



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
300-1000 BLKS W HWY 82
MULTI-FAMILY SITE PLAN

N
W E
S

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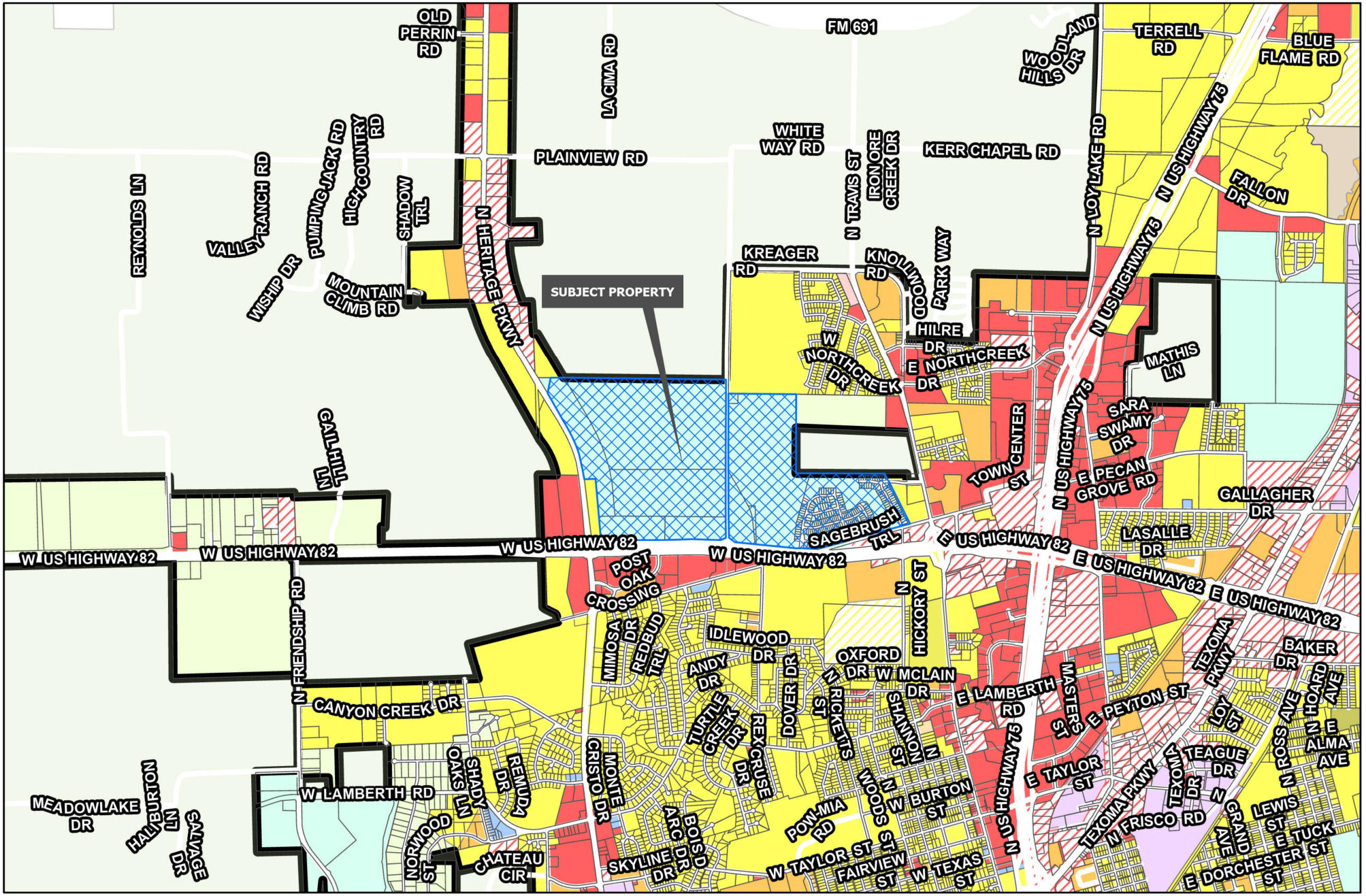

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
ZONING MAP
HERITAGE RANCH PD
300-1000 BLKS W HWY 82

N W E S

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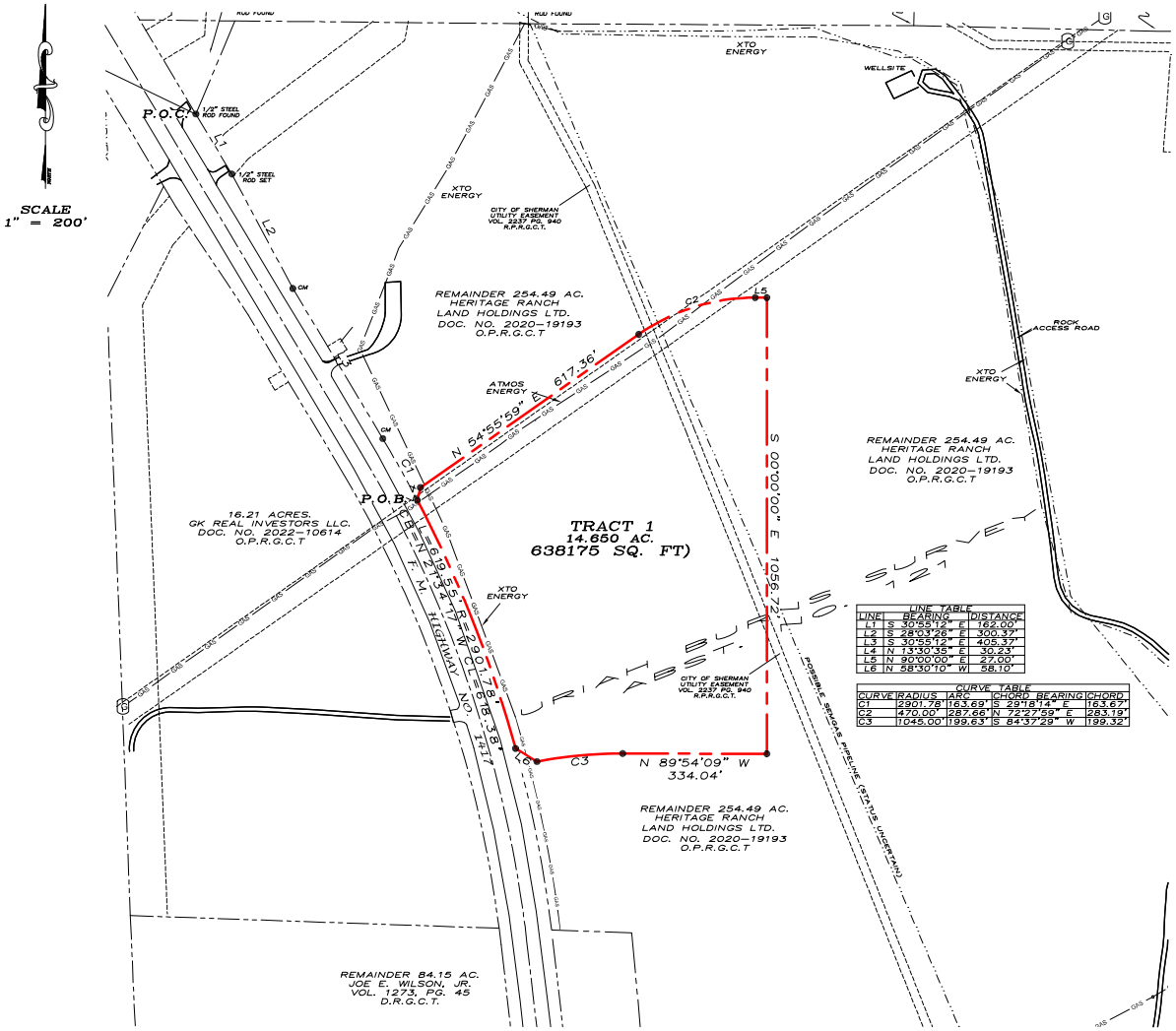

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 30°55'12" E	162.00'
L2	S 28°03'26" E	300.37'
L3	S 30°55'12" E	405.37'
L4	N 13°30'35" E	30.23'
L5	N 90°00'00" E	27.00'
L6	N 58°30'10" W	58.10'

CURVE TABLE				
CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	2901.78'	163.69'	S 29°18'14" E	163.67'
C2	470.00'	287.66'	N 72°27'59" E	283.19'
C3	1045.00'	199.63'	S 84°37'29" W	199.32'

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Urlah Burns Survey, Abstract No. 121 and being a part of a 254.49 acre tract of land conveyed to HERITAGE RANCH LAND HOLDINGS LTD as recorded in Document Number 2020-19193, Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Commencing at a found ½" steel rod in the East Right-of-Way of F.M. Highway Number 1417 and being the southern most corner of a 0.55 Acre tract of land conveyed to Ted Holdings LTD. Recorded in Volume 3369, Page 43 of said Official Public Records;

Thence with said East Right-of-Way the following calls and distances;
South 30°55'12" East a distance of 162.00 feet ;
South 28°03'26" East a distance of 300.37 feet ;
South 30°55'12" East a distance of 405.37 feet ;
Thence with a tangent curve to the right having a radius of 2901.78 feet, (chord bears South 29°18'14" East, a distance of 163.67 feet) an arc length of 163.69 feet to a set ½" steel rod at the True Point-of-Beginning;

Thence over and across said 254.49 acre tract of land the following calls and distances;
North 13°30'35" East a distance of 30.23 feet to a set ½" steel rod;
North 54°55'59" East a distance of 617.36 feet to a set ½" steel rod;
Thence with a tangent curve to the right having a radius of 470.00 feet, (chord bears North 72°27'59" East, a distance of 283.19 feet) an arc length of 287.66 to a set ½" steel rod;
Thence North 90°00'00" East a distance of 27.00 feet to a set ½" steel rod;
Thence South 00°00'00" East a distance of 1056.72 feet to a set ½" steel rod;
Thence North 89°54'09" West a distance of 334.04 feet set ½" steel rod;
Thence with a tangent curve to the left having a radius of 1045.00 feet, (chord bears South 84°37'29" West, a distance of 199.32 feet) an arc length of 199.63 feet to a set ½" steel rod;
Thence North 58°30'10" West a distance of 58.10 feet to a set ½" steel rod in said East Right-of-Way;

Thence with said East Right-of-Way with a non-tangent curve to the left having a radius of 2901.78 feet, (chord bears North 21°34'17" West, a distance of 618.38 feet) an arc length of 619.55 feet to the Point of Beginning and containing 14.650 acres of land.

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

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

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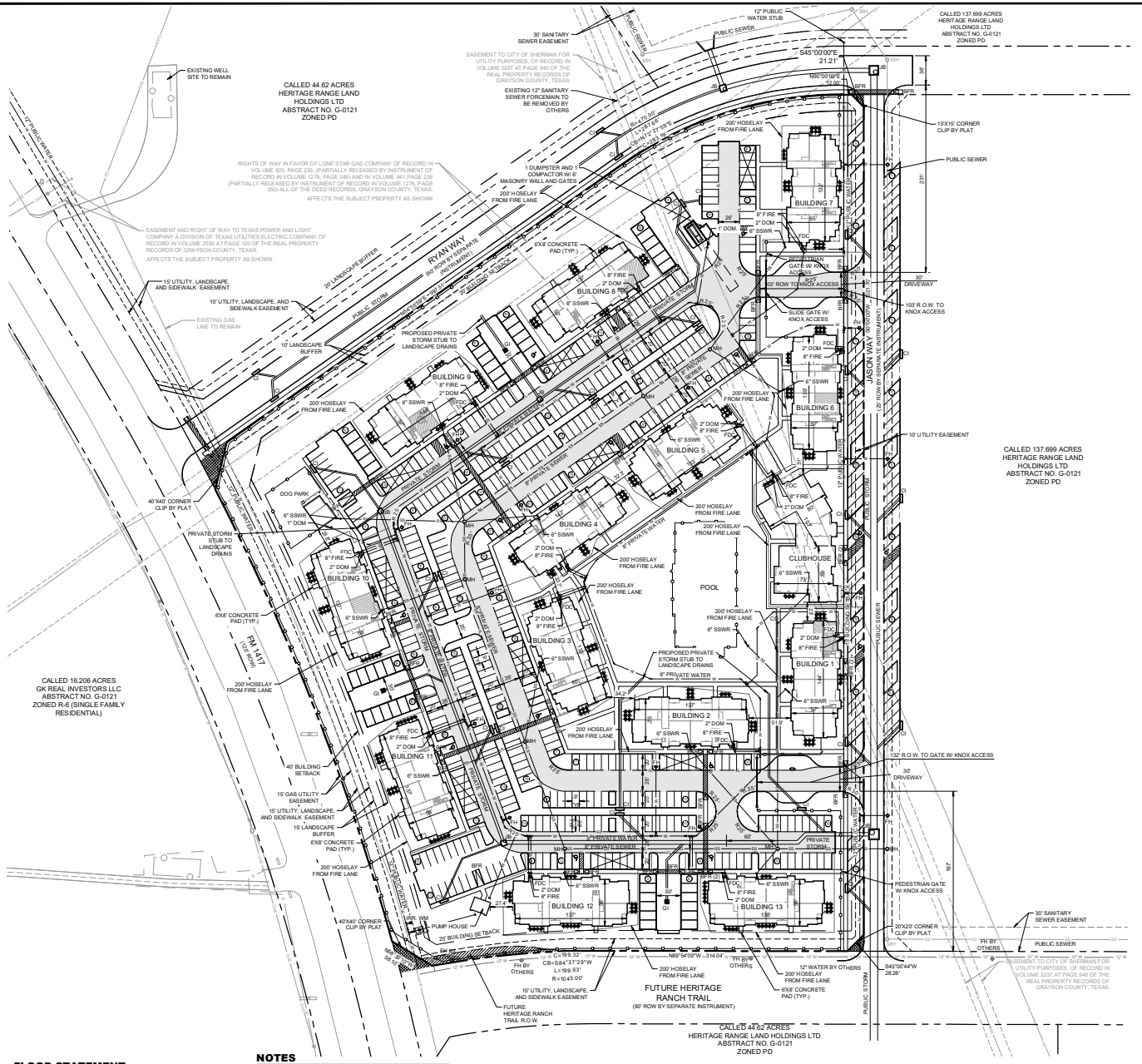
I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

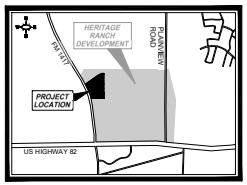
STATE OF TEXAS REGISTERED DOUGLAS W. UNDERWOOD 4709 PROFESSIONAL LAND SURVEYOR

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 02/28/24

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

JOB NO. 24020146
DFT: BAU





VICINITY MAP
N.T.S.

GRAPHIC SCALE IN FEET
0 30 60 120
1" = 60'

NORTH

LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- PROPOSED FIRE LANE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED STORM LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM LINE
- PROPOSED SCREENING FENCE
- BARRIER FREE RAMP
- ACCESSIBLE PARKING SYMBOL
- PARKING STALL COUNT
- WATER METER
- FIRE HYDRANT
- DOUBLE DETECTOR CHECK
- SANITARY SEWER MANHOLE
- CURB INLET
- STORM JUNCTION BOX
- GRATE INLET
- SANITARY SEWER CLEAN OUT
- GATE VALVE
- EXISTING POWER POLE
- EXISTING GUY WIRE
- PROPOSED FIRE LANE
- HOSE LAY

KEY

TYP.	TYPICAL	CO	CLEAN OUT
BFR	BARRIER FREE RAMP	JB	JUNCTION BOX
FH	FIRE HYDRANT	EX.	EXISTING
MH	MANHOLE	ESMT.	EASEMENT
WM	WATER METER	CI	CURB INLET
DOM.	DOMESTIC	SSWR	SEWER
GI	GRATE INLET		

SITE SUMMARY TABLE	
LOT INFORMATION	
CURRENT ZONING	PD
PROPOSED ZONING	PD
PROPOSED LAND USE	MULTI-FAMILY
LOT AREA	14.65 AC / 638,154 SF
MINIMUM LOT AREA	10,000 SF
MINIMUM LOT DIMENSIONS	WIDTH: 50'
SETBACKS	FRONT, REAR, & SIDE SETBACK: 25' FM 1417 OVERLAY: 40'
LANDSCAPED AREA	326,614 SF
IMPERVIOUS COVER	311,540 SF
BUILDING INFORMATION	
MINIMUM FLOOR AREA PER DWELLING UNIT 550 SF PER 1-BEDROOM UNITS 825 SF PER 2-BEDROOM UNITS	MINIMUM 550 SF PER ONE BEDROOM UNIT MINIMUM 948 SF PER TWO BEDROOM UNIT
TOTAL BUILDING AREA	126,511 SF
LOT COVERAGE	19.80%
FLOOR-TO-AREA RATIO (FAR)	0.54
PROPOSED BUILDING HEIGHT	45'-1 3/4"
NUMBER OF STORIES (MINIMUM 2-STORIES & MAXIMUM 5-STORIES)	3-STORIES
1-BEDROOM UNITS	182 UNITS
2-BEDROOM UNITS	130 UNITS
TOTAL UNITS	312 UNITS
PARKING	
TOTAL REQUIRED PARKING (1.5 STALLS PER 1-BEDROOM AND 2 STALLS PER 2-BEDROOM)	533 SPACES
TOTAL PROVIDED PARKING	546 SPACES
PROVIDED UNCOVERED PARKING	444 SPACES
PROVIDED GARAGE PARKING	48 SPACES
PROVIDED CARPORT PARKING	54 SPACES
REQUIRED ACCESSIBLE PARKING	11 SPACES
PROVIDED ACCESSIBLE PARKING	15 SPACES
PROVIDED OFFSITE PARKING (EAST SIDE OF JASON WAY)	40 SPACES

FLOOD STATEMENT

ACCORDING TO THE FLOOD INSURANCE MAP (FIRM) MAP NO. 48181C0270G, DATED SEPTEMBER 1, 2022, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR GRAYSON COUNTY, TEXAS, THIS PROPERTY IS WITHIN UNSHADED ZONE X.

NOTES

1. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 5' OUTSIDE RADIUS.
2. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
3. ALL 45° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL SIDEWALKS SHOWN ARE 5'.
5. ALL DIMENSIONS SHOWN ARE TAKEN FROM THE FACE OF THE CURB UNLESS OTHERWISE NOTED.
6. DETENTION WILL BE PROVIDED OFFSITE BY REGIONAL DETENTION POND AND WILL BE SHOWN AT THE TIME OF CIVIL CONSTRUCTION DOCUMENTS.

NO	REVISIONS	DATE	BY

Kimley»Horn
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
2000 N. CENTRAL EXPY, SUITE 400
PLANO, TX 75075
PHONE: 214-417-0335
WWW.KIMLEY-HORN.COM TX F-928

FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: SAAD ZA ACH
Reg. No. 127827 Date 08/30/2024

KHA PROJECT	
064832511	
DATE	08/30/2024
SCALE	AS SHOWN
DESIGNED BY	SEG
DRAWN BY	MTD
CHECKED BY	SEG

HERITAGE RANCH
MULTI-FAMILY PHASE 1
SHERMAN, TEXAS

SITE PLAN

SHEET NUMBER
SP-1

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
REF. FILES
LAST SAVED
PLOT DATE
PLOT BY
DWG NAME
STATE PLANE COORDINATE SYSTEM

GENERAL LANDSCAPE NOTES

1. All finished grades to be approved by the landscape architect prior to the installation of any plant material.
2. Plant material to be approved by the landscape architect prior to installation.
3. All tree locations to be staked by the landscape contractor and approved by the landscape architect prior to any holes being dug.
4. 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.
5. For all tree planting that encounters hardpan/caliche, provide separate unit price to install trees with an auger.
6. 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.
7. 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.
8. 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.
9. 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.
10. Under no circumstance shall any tree be planted within 6'-0" of any building without the the express written approval of the landscape architect.
11. Trees and shrubs shall be placed a minimum of 6'-0" from public accessways, utility cabinets, and fire hydrants.
12. 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.
13. All site improvements, including landscape and site clean-up, must be completed prior to final approval or certificate of occupancy.
14. Trees adjacent to pedestrian walkways should have a minimum canopy clearance of 6'-8".
15. The landscape contractor shall coordinate all construction with the appropriate utility companies and shall be responsible for all damage to utilities.
16. The landscape contractor shall be responsible for the fine grading of all planting areas. Ensure positive drainage off of landscape berms.
17. The landscape contractor shall verify all material quantities. In the event of a discrepancy, the quantities on the plan will take precedence.
18. Groundcover, when used, should extend under adjacent shrubs and trees.
19. All planting areas shall be fertilized with 12 lbs./1,000 s.f. of 10-10-10 fertilizer.
20. All planting beds (or mulch beds) shall be sprayed with Round-Up (or equal) prior to installation of the mulch.
21. The landscape contractor shall provide the owner with written instructions on the proper care of all specified plant materials prior to final payment.
22. Field adjustments may be required to avoid conflicts with proposed utilities or other site appurtenances. Notify the landscape architect prior to any field adjustments.
23. 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).
24. All new landscaping shall be in conformance with the standards of city ordinances.
25. All planting shall be properly irrigated.
26. All landscape islands to be excavated to a minimum depth of 24 inches.

GENERAL IRRIGATION NOTES

1. 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.
2. Submit shop drawings of proposed system, layout and any pre-agreed upon equipment and/or layout modification for LA approval prior to installation.
3. Submit as-built record drawings illustrating complete irrigations system to LA/Owner Rep. at time of completion of construction and prior to final payment.
4. Locate parts and equipment (elec. valves, gate valves, flush valves, quick coupler valves and controllers) for LA approval prior to installation.
5. 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.
6. 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.
7. 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.
8. In areas where spray heads are zones with rotor heads use appropriate rotary nozzles to match precipitation rates.
9. 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.
10. 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.
11. 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 placed in a lawn or hardscape area. Box/lid color to match adjacent granite/surface material as closely as possible.
12. 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.
13. All unsurfaced areas are to receive four inches of topsoil, seed, mulch, or sod and watered until a healthy strand of grass is obtained.
14. The general contractor is responsible to provide power to the irrigation controller.
15. Controllers are to be programmed to allow sufficient flow rates are maintained throughout the system.
16. 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.
17. 24 volt wiring to be #14 UFUL direct burial-solid copper.
18. Wire sleeve to be 2" class 200 PVC (min.).
19. Extend (2) additional control wires to furthest valve box, wire to controller, coil wire and label station numbers.
20. 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.
21. 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.
22. 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.
23. Civil plans shall govern in the installation of water, sewer, storm drainage and fire protection lines. See civil plans for location and sizes.

INSPECTIONS:

5. No excavation shall occur in city R.O.W. without a R.O.W. permit--contact Public Works Department.
6. The Contractor shall mark all water lines, sewer lines, and tree locations prior to calling for ROW permit.
7. 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.
8. 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:

1. Plantings and landscape elements shall comply with Engineering Standards, Public R.O.W. Visibility requirements.
2. 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.
3. A Three foot radius around a fire hydrant shall remain clear of plant materials pursuant to the Fire Code.
4. 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)

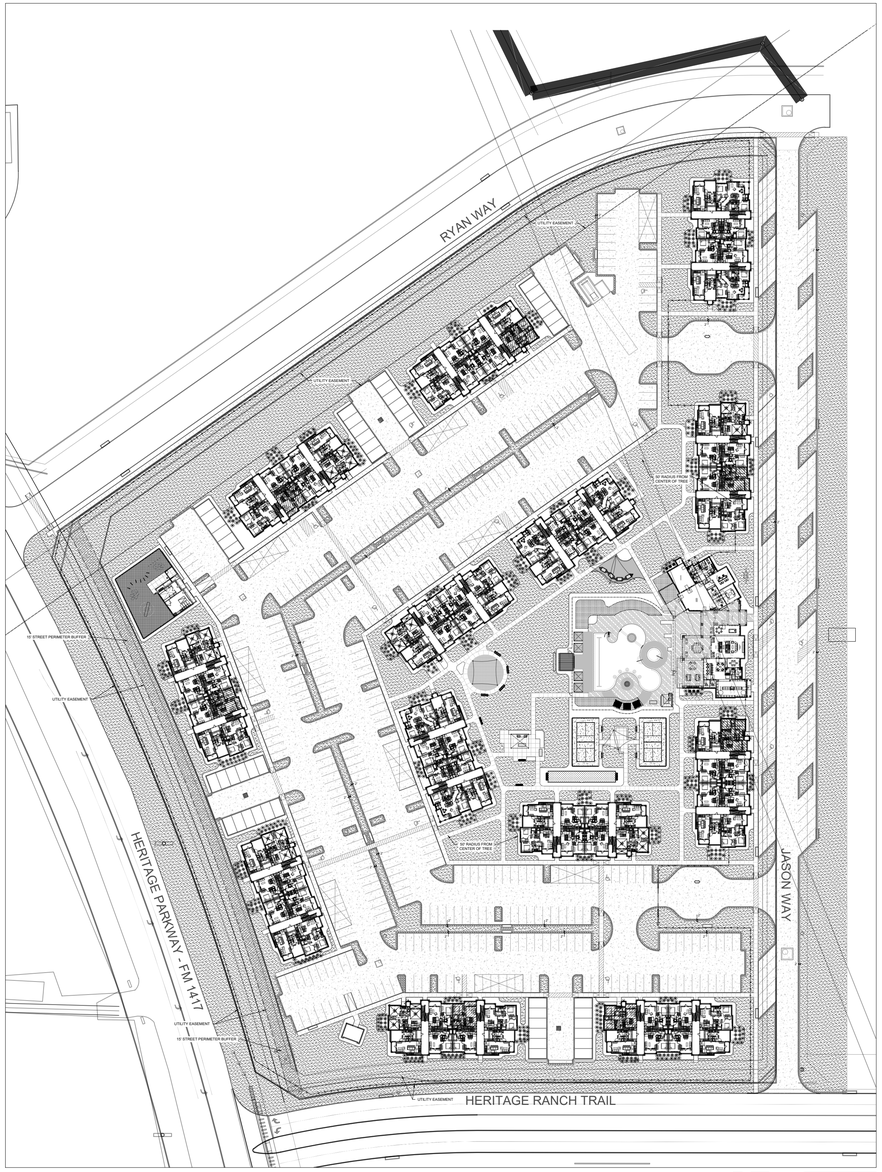
5. Tree planting shall comply with details herein and the International Society of Arboriculture (ISA) standards.
6. Tree pits shall be tested for water percolation. If water does not drain out of tree pit within 24-hours, the tree shall be moved or drainage shall be provided.
7. Native site topsoil is to be protected from erosion or stockpiled.
8. Native site topsoil shall be laboratory tested by and accredited laboratory and amended per said laboratory's recommendations.
9. 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:

1. Any changes to these approved irrigation drawings shall be authorized by the Development Services Landscape Architect.
2. Contact Development Services for irrigation permit prior to installing the irrigation system.
3. Irrigation overspray on streets and walks is prohibited.
4. Mainlines, valves, or control wires shall not be located in the R.O.W.
5. ET irrigation controllers shall be programmed and adjusted to not exceed the Landscape Water Allowance (LWA) prior to approval of landscape installation.
6. 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.
7. The bore depth under streets, drive aisles, and fire lanes shall provide (2') of clearance (minimum).
8. 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.
9. No valves, backflow prevention assemblies, quick couplers etc. shall be located closer than 10' from the curb at street or driveway intersections.

MAINTENANCE STANDARDS:

1. 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.
2. Landscape and open areas shall be free of trash, litter and weeds.
3. All trees and shrubs shall be maintained in accordance with the Engineering Design Standards - Public R.O.W. Visibility Requirements.
4. 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).
5. 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

0" 40' 80' 160'
SCALE: 1" = 80'-0"

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.

CITY SUBMITTAL - 2024-AUGUST-06 - NOT FOR CONSTRUCTION

hpla studio

HPLAstudio, LLC
LANDSCAPE ARCHITECTURE
12222 MERIT DRIVE, #130
DALLAS, TX 75251
(469) 935-4030
www.hplastudio.com

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P: (903) 893 8500
E: JASON@COVDEVELOPMENT.COM

SHEET TITLE
COVER SHEET

SHEET NUMBER
L1.00

SCALE: AS INDICATED

LANDSCAPE PLAN

SITE

0'' 30' 60' 120'

SCALE: 1'' = 60'-0"

PLANT PALETTE - SITE

CANOPY TREES

NAME	QTY.	SIZE	CALIPER	COMMENTS
Ulmus parvifolia CHINESE ELM	16	10'-12' HT	3" CAL. MIN.	
Quercus muehlenbergii CHINQUAPIN OAK	20	10'-12' HT	3" CAL. MIN.	
Carya texana PECAN	10	10'-12' HT	3" CAL. MIN.	
Magnolia grandiflora SOUTHERN MAGNOLIA	31	10'-12' HT	3" CAL. MIN.	
Ulmus americana AMERICAN ELM	14	10'-12' HT	3" CAL. MIN.	
Acer grandidentatum BIGTOOTH MAPLE	22	10'-12' HT	3" CAL. MIN.	

UNDERSTORY TREES

NAME	QTY.	SIZE	CALIPER	COMMENTS
Cercis canadensis var. texensis TEXAS REDBUD	9	10'-12' HT	3" CAL. MIN.	
Lagerstroemia indica CREPE MYRTLE	21	10'-12' HT	3" CAL. MIN.	

SHRUBS

NAME	QTY.	SIZE	CALIPER	COMMENTS
Abelia x grandiflora GLOSSY ABELIA	00	3 GAL	30" HT.	HEAVY SPECIMENS
Buxus microphylla BOXWOOD	00	3 GAL	30" HT.	HEAVY SPECIMENS
Cornus sericea RED DOGWOOD	00	3 GAL	30" HT.	HEAVY SPECIMENS
Ilex cornuta 'Carissa' CARISSA HOLLY	479	3 GAL	30" HT.	HEAVY SPECIMENS
Ternstroemia gymnanthera JAPANESE CLEYERA	00	3 GAL	30" HT.	HEAVY SPECIMENS

GRASS

NAME	QTY.	SIZE	CALIPER	COMMENTS
Cyrtomium falcatum HOLLY FERN	00	3 GAL	12" O.C.	8' HT. MULTI-TRUNK
Muhlenbergia capillaris PINK MUHLY	00	3 GAL	12" O.C.	8' HT. MULTI-TRUNK

GROUNDCOVER

NAME	QTY.	SIZE	CALIPER	COMMENTS
Jasminum asiaticum ASIAN JASMINE	00	1 GAL	12" O.C.	
Liriope muscari 'Big Blue' BIG BLUE LILYTURF	00	1 GAL	12" O.C.	
Vinca minor COMMON PERIWINKLE	00	1 GAL	12" O.C.	

LANDSCAPE MATERIALS

	SIZE
BERMUDA GRASS *Cynodon dactylon*	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:
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.

CITY SUBMITTAL - 2024-AUGUST-06 - NOT FOR CONSTRUCTION

hpla studio

HPLAstudio, LLC
LANDSCAPE ARCHITECTURE
12222 MERIT DRIVE, #130
DALLAS, TX 75251
(469) 935-4030
www.hplastudio.com

COVENANT DEVELOPMENT
5523 W. HOUSTON ST.
SHERMAN, TX 75092
P: (903) 893 8500
E: JASON@COVDEVELOPMENT.COM

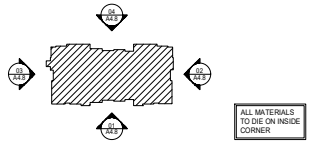
SHEET TITLE

LANDSCAPE PLAN - SITE

SHEET NUMBER

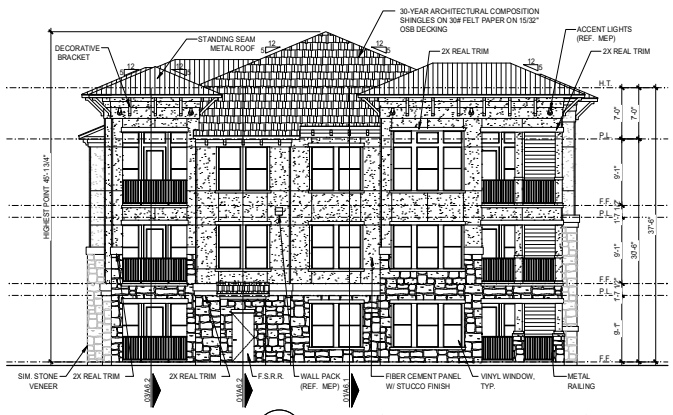
L2.00

SCALE: AS INDICATED

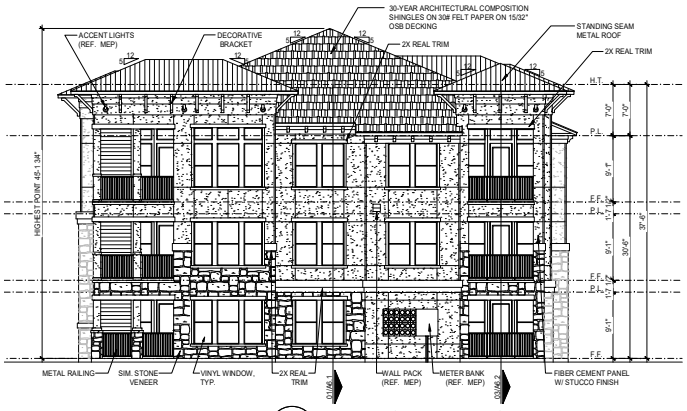


00 BUILDING KEY PLAN
NOT TO SCALE

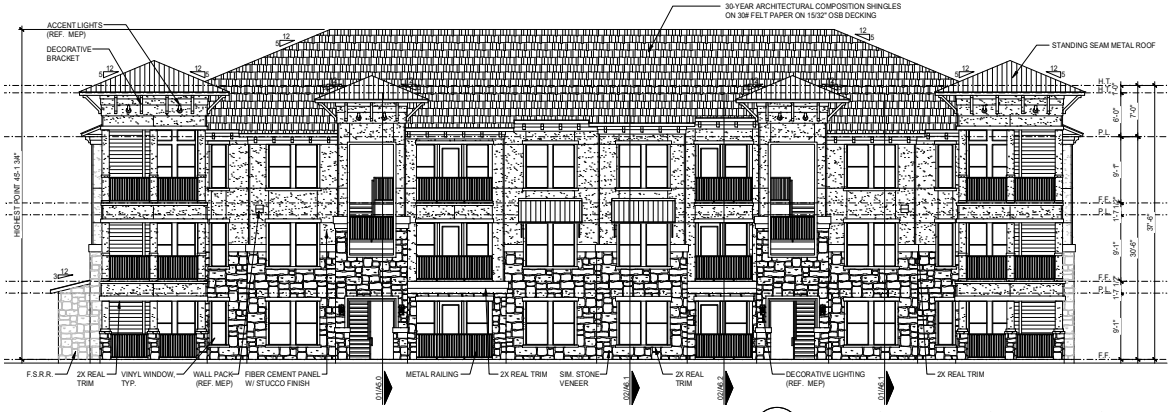
04 BUILDING TYPE 'A' REAR ELEVATION
SCALE: 1/8" = 1'-0" 3 REQ'D



03 BUILDING TYPE 'A' LEFT ELEVATION
SCALE: 1/8" = 1'-0" 3 REQ'D



02 BUILDING TYPE 'A' RIGHT ELEVATION
SCALE: 1/8" = 1'-0" 3 REQ'D



01 BUILDING TYPE 'A' FRONT ELEVATION
SCALE: 1/8" = 1'-0" 3 REQ'D

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

Cross architects

ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
P: 972.396.6644
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
A4.8

BUILDING 'A' EXTERIOR ELEVATIONS

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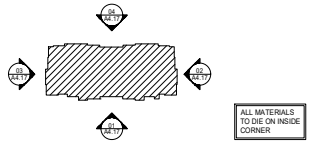
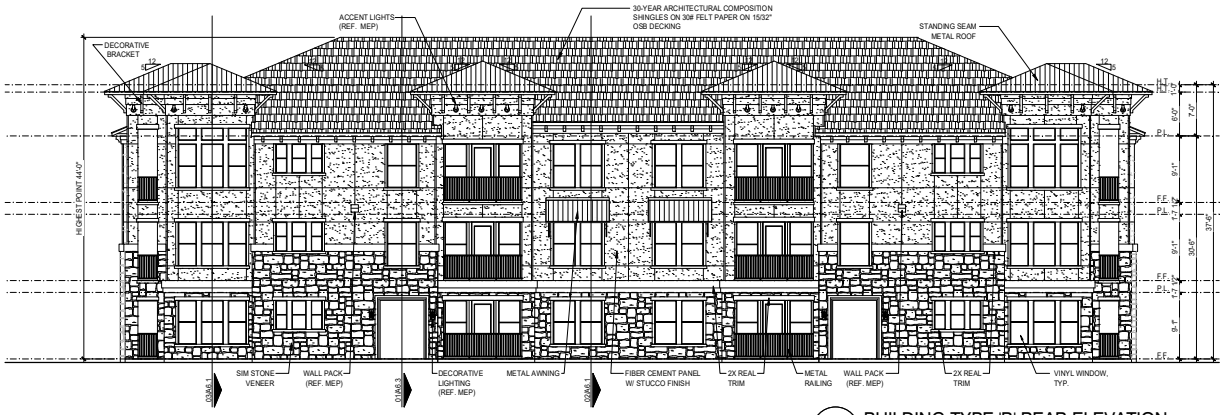


00 BUILDING KEY PLAN
NOT TO SCALE



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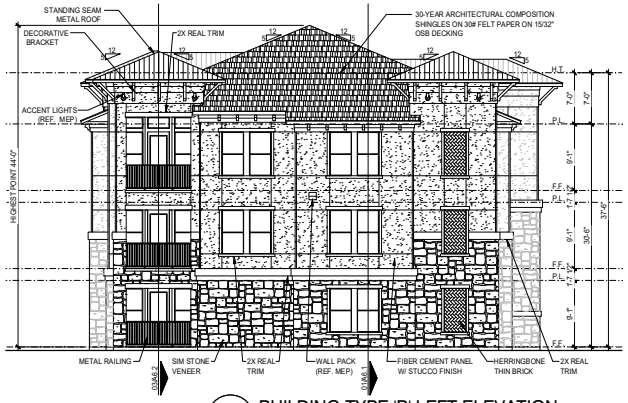
SCALE: 1/8" = 1'-0" 10 REQ'D



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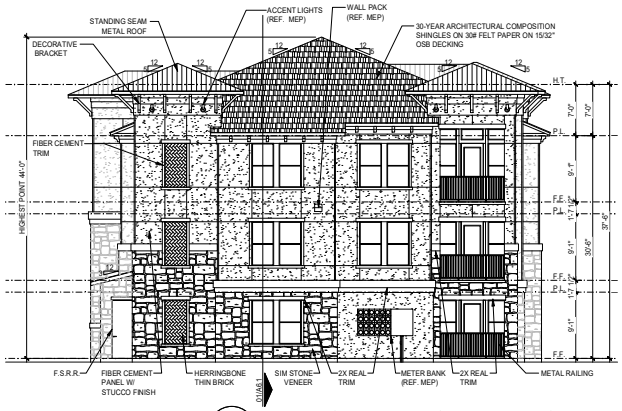

02 BUILDING TYPE 'B' RIGHT ELEVATION
SCALE: 1/8" = 1'-0" 10 REQ'D

01 BUILDING TYPE 'B' FRONT ELEVATION
SCALE: 1/8" = 1'-0" 10 REQ'D

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WWW.CROSSARCHITECTS.COM

PRELIMINARY DRAWINGS
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HERITAGE RANCH PKWY MULTIFAMILY SHERMAN, TEXAS

DATE:
XX/XX/2023

PROJECT NUMBER:
23044

REVISIONS

NO	DATE

DRAWINGS ISSUED FOR:
REVIEW

SHEET NUMBER
A4.17

BUILDING 'B' EXTERIOR ELEVATIONS

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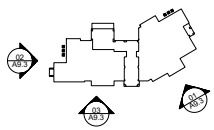

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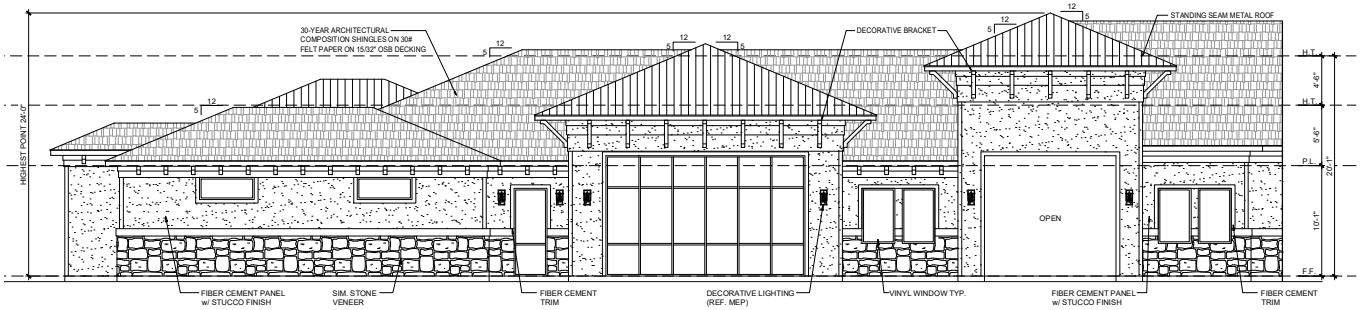
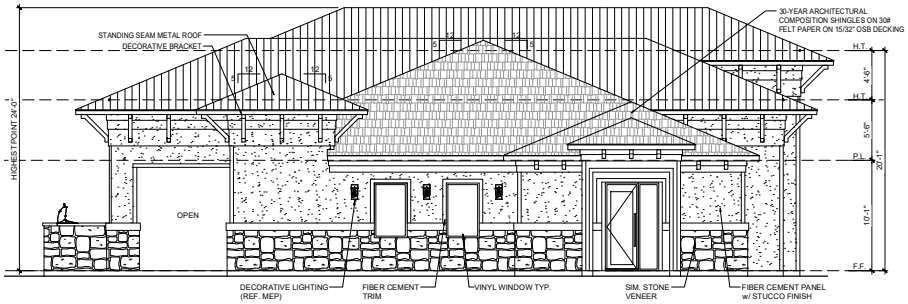
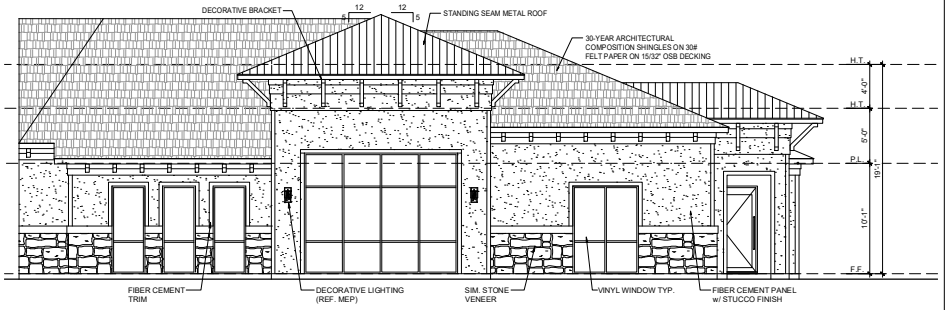


03 CLUBHOUSE - FRONT ELEVATION
SCALE: 3/16" = 1'-0" 1 REQUIRED



02 CLUBHOUSE - LEFT ELEVATION
SCALE: 3/16" = 1'-0" 1 REQUIRED



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

PRELIMINARY DRAWINGS
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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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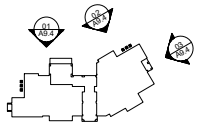
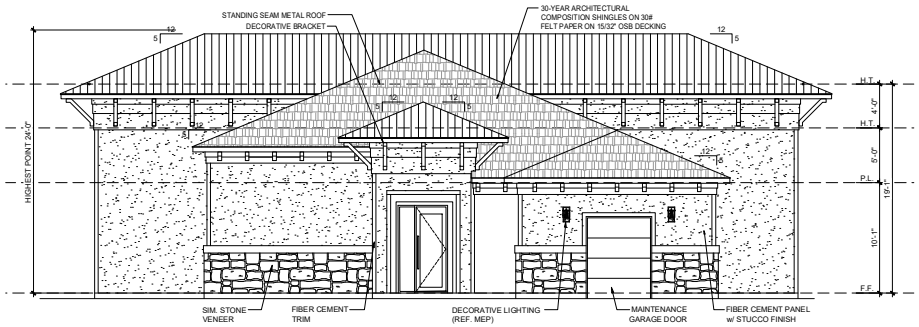
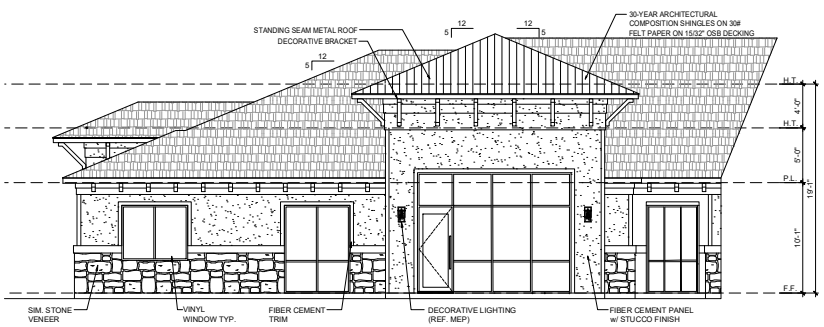


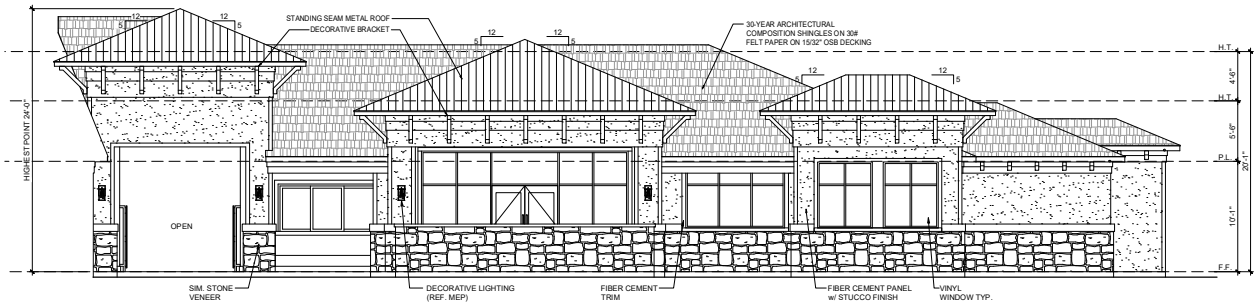
00 ELEVATION KEY PLAN
NOT TO SCALE



03 CLUBHOUSE - RIGHT ELEVATION
SCALE: 3/16" = 1'-0" 1 REQUIRED



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



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

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

Cross architects

ARCHITECT:
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ALLEN, TEXAS 75013
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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
A9.6
CLUBHOUSE ELEVATIONS

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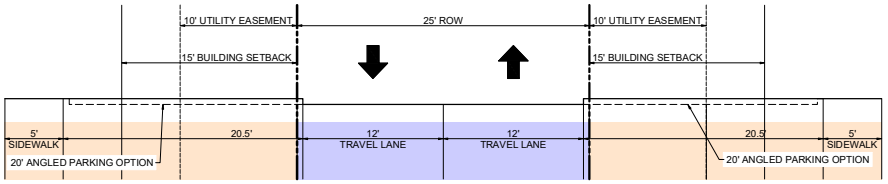
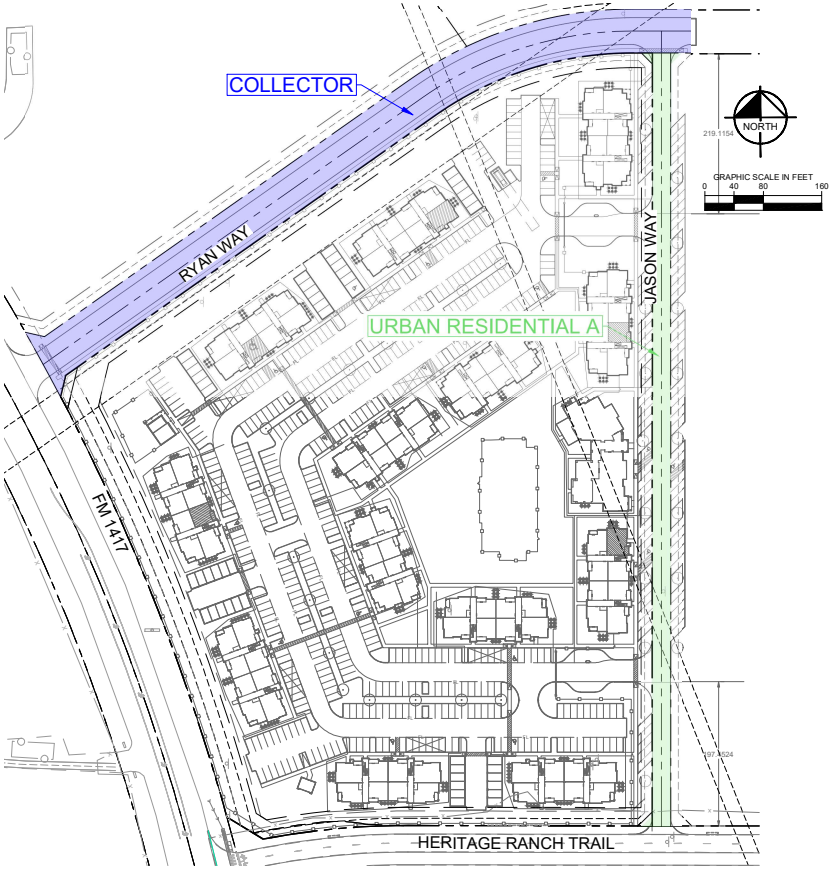
PROPOSED R.O.W. SECTION - JASON WAY

URBAN RESIDENTIAL A / 2 LANES

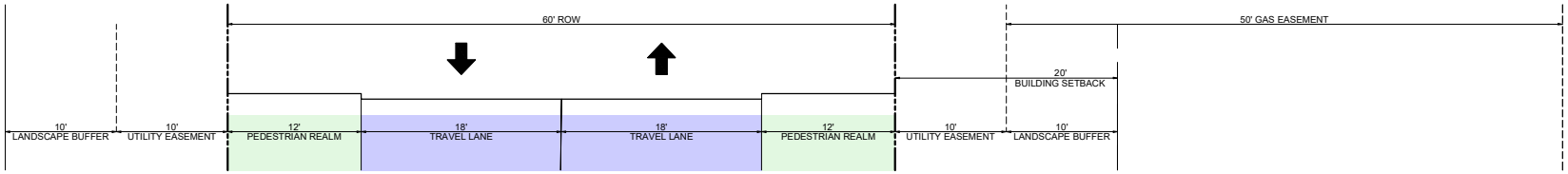


NOTE: FOR THE URBAN RESIDENTIAL SECTIONS IN THIS EXHIBIT, STREET TREES WILL BE PROVIDED AT A MINIMUM OF ONE TREE FOR EVERY 100 LINEAR FEET.



SECTION B-B - RYAN WAY

COLLECTOR / 2 LANES



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

Kimley»Horn

2600 N Central Expressway, Suite 400
Richardson, Texas 75080
(214) 617-0535
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PREPARED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME: K:\RCH_CIVIL\094624\800 - COVENANT SHERMAN HERITAGE RANCH\094624241801 - MULTI-FAMILY PHASE 1\CAD\REFERENCES\XR\ROW SECTIONS.DWG
LAST SAVED: 8/2/2024 11:05 AM

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

Other Business

Receive Presentation from Police Sergeant Brandon Hughes on the Police Department's Annual Halloween Event, "Fright Fest"

Issue:

The Police Department's 23rd annual Halloween "Fright Fest" on Thursday, October 31, 2024 from 6:00p.m. to 8:30p.m.

Background:

Fright Fest is a safe and controlled trick-or-treating event hosted by the Sherman Police Department. The event has been held annually since 2001 and draws up to 3000 people each year. The event consists of many vendors (local businesses, churches, and organizations) setting up booths to hand out candy to trick-or-treaters. Vendors are welcome to advertise their organization in any way they choose, but vendors are prohibited from selling any items. Vendors ar encouraged to be as creative and elaborate as they wish regarding their booth.

Origination:

Sherman Police Department

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need to take no action on this agenda item - informational only.

Alternatives:

Attachments:

None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.3.

Meeting Date: 10/21/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:
Other Business
Presentation from Freese and Nichols, Inc. on the Lead and Copper Rule Revisions (LCRR)

Issue:
Receive a presentation from Freese and Nichols, Inc.

Background:
The U.S. Environmental Protection Agency (EPA) released the Lead and Copper Rule Revisions (LCRR) on January 15, 2021, setting new standards to remove harmful levels of lead and copper from drinking water. The LCRR's compliance date is set for October 16, 2024. On November 30, 2023, the EPA announced the proposed Lead and Copper Rule Improvements (LCRI). The proposed LCRI maintains the requirement to submit and begin public communications of the initial service line material inventory in October 2024, and defers remaining compliance items to the proposed LCRI compliance date of approximately October 2027. There are significant new requirements proposed by the LCRI, most notably to replace all lead and Galvanized Requiring Replacement (GRR) service lines to the customer building inlet by 2037, to eliminate all unknowns from the inventory, and to perform randomized potholing to validate inventory entries.

In 2023 and 2024, Freese and Nichols, Inc. (FNI) completed Phase 2, which provided an initial service line inventory, a pilot study for service line identification, and a plan for the next phase. FNI recommends continuing the phased approach to the LCRR program and proposes supporting the City of Sherman (City) in its compliance with the LCRR as described below.
1. Phase 1 – LCRR Effort Assessment (Completed)
2. Phase 2 – Initial Service Line Inventory Development (Completed)
3. Phase 3 – Service Line Inventory Update through Field Inspections
4. Future Phases Not Included with this Scope and Fee

Phase 4 & 5 – Sampling Plan Update, Preliminary Sampling, Other Compliance Preparations, Lead/GRR Service Line Replacement, Verification, and Updated Communications Activities per Proposed LCRI

Origination:
Engineering Department

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

1. Presentation

Lead and Copper Rule Revisions and Improvements: Compliance Initiatives

City of Sherman, Council Meeting

Date: October 21, 2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

FREESE AND NICHOLS

Key Points

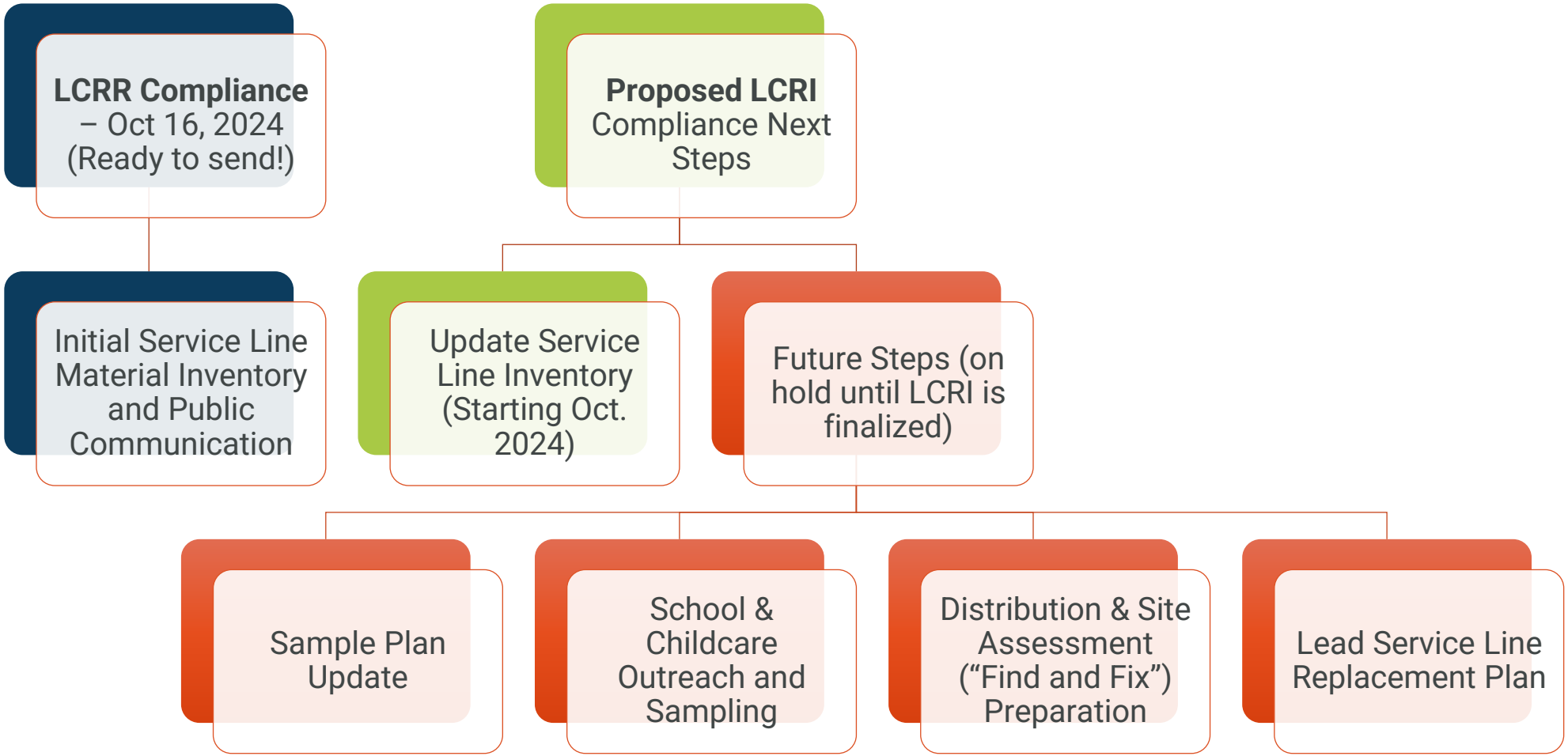
All cities across the country are affected by the rule

Municipalities must:

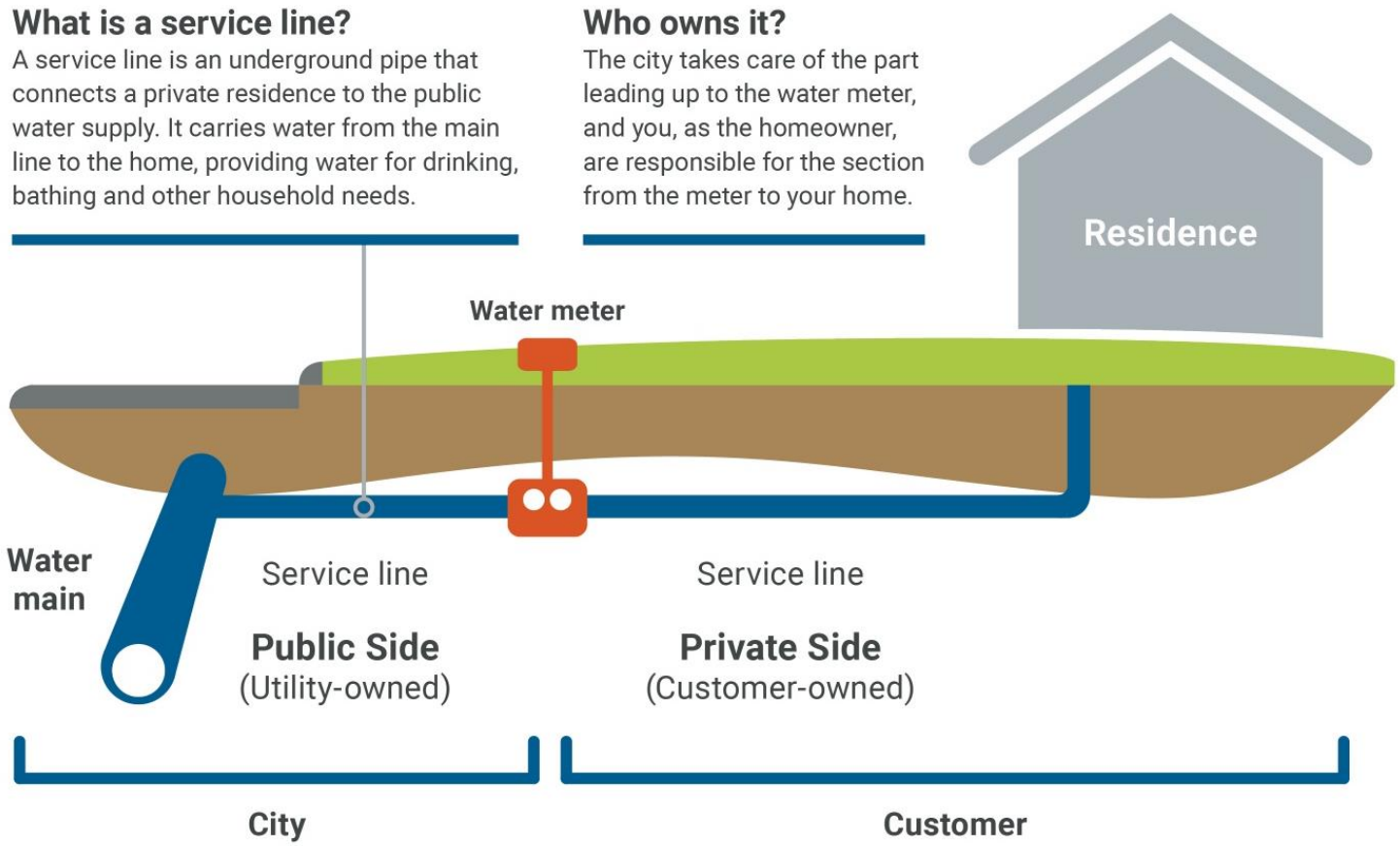
- Identify Service Line Materials
- Share and Update a Publicly Available Service Line Inventory
- Enhance Public Communication
- Develop a Lead Service Line (LSL) Replacement Plan
- Increase LSL replacement rate

It is ***good*** that Sherman is prepared to meet current 2024 requirements and is taking steps to prepare ahead of the proposed future 2027 deadline

Lead and Copper Rule Revisions (LCRR) & Lead and Copper Rule Improvements (LCRI) Requirements



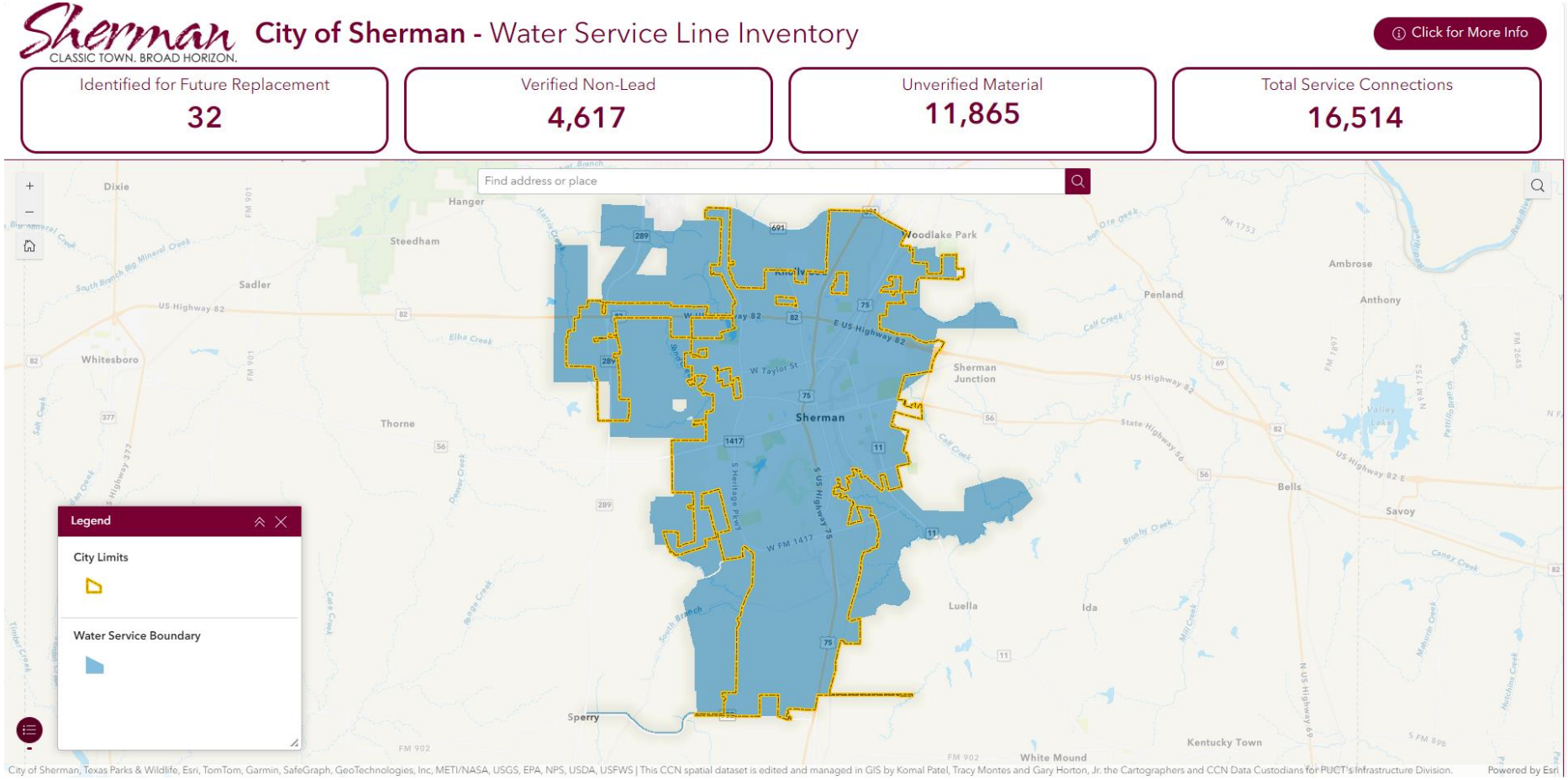
What is a Service Line?



The City will begin inspecting service lines at the meter box starting October 2024

- ✓ Customers' water service won't be impacted during the inspections
- ✓ Inspectors won't need to enter customer houses
- ✓ Customers don't need to be present during inspections

Public-Facing Inventory

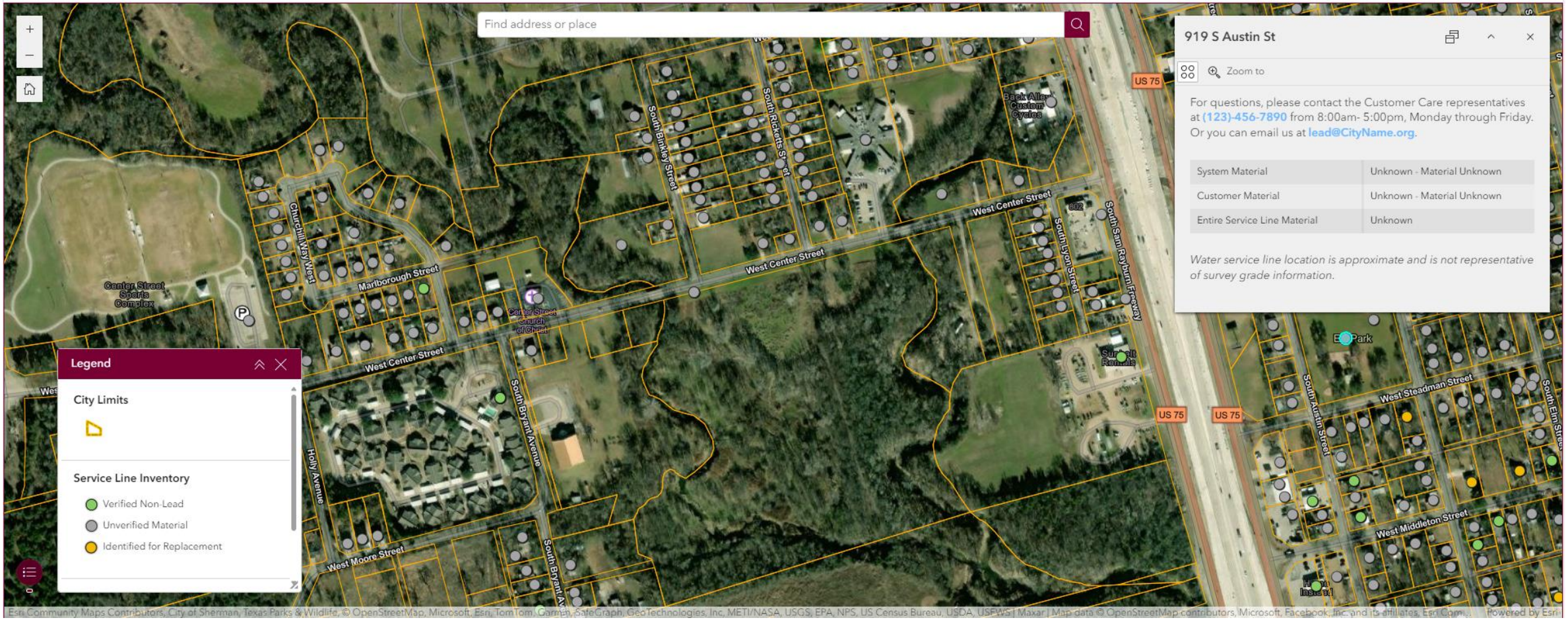


- A public map will be available for customers to verify their service line materials
- Public-facing web map on the City's GIS system
- All rights reserved with the City

City of Sherman - Water Service Line Inventory

Click for More Info

Identified for Future Replacement	Verified Non-Lead	Unverified Material	Total Service Connections
32	4,617	11,865	16,514

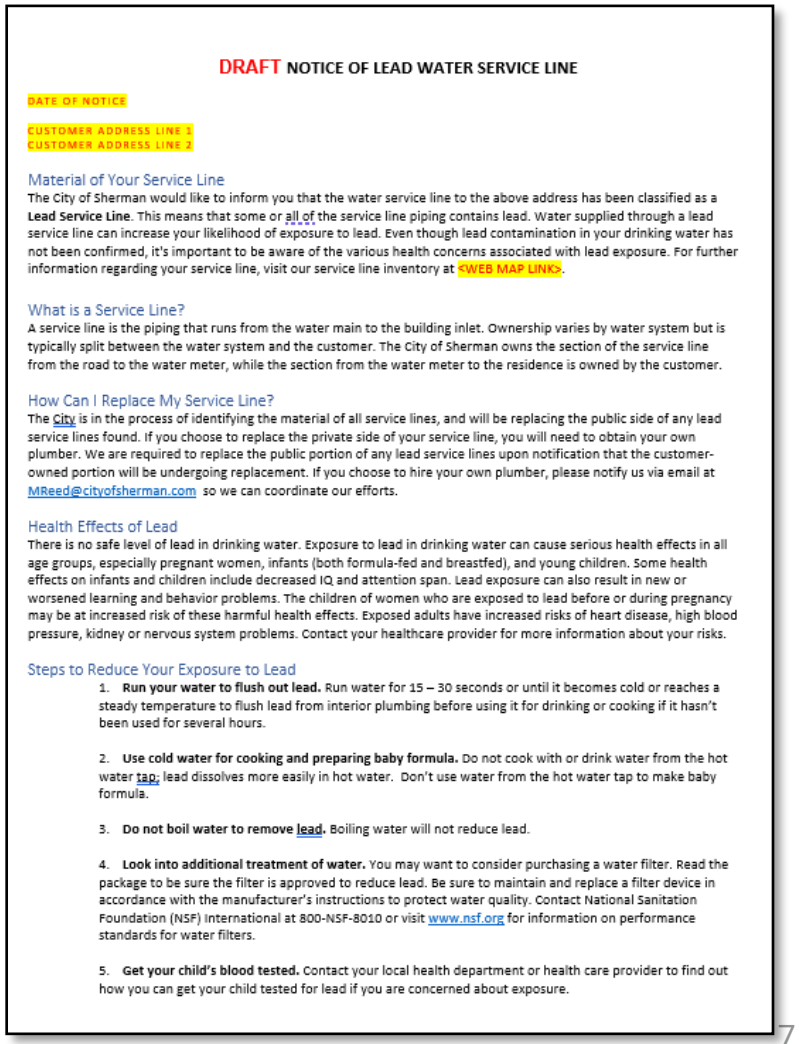


Annual Customer Notification Letters

Letters will be sent to customers served by lines classified as:

- Lead
- Galvanized Requiring Replacement
- Unknown Lead Status

The notifications will be sent out once per year, starting in November 2024



DRAFT NOTICE OF LEAD WATER SERVICE LINE

DATE OF NOTICE

CUSTOMER ADDRESS LINE 1
CUSTOMER ADDRESS LINE 2

Material of Your Service Line

The City of Sherman would like to inform you that the water service line to the above address has been classified as a **Lead Service Line**. This means that some or all of the service line piping contains lead. Water supplied through a lead service line can increase your likelihood of exposure to lead. Even though lead contamination in your drinking water has not been confirmed, it's important to be aware of the various health concerns associated with lead exposure. For further information regarding your service line, visit our service line inventory at <WEB MAP LINK>.

What is a Service Line?

A service line is the piping that runs from the water main to the building inlet. Ownership varies by water system but is typically split between the water system and the customer. The City of Sherman owns the section of the service line from the road to the water meter, while the section from the water meter to the residence is owned by the customer.

How Can I Replace My Service Line?

The City is in the process of identifying the material of all service lines, and will be replacing the public side of any lead service lines found. If you choose to replace the private side of your service line, you will need to obtain your own plumber. We are required to replace the public portion of any lead service lines upon notification that the customer-owned portion will be undergoing replacement. If you choose to hire your own plumber, please notify us via email at MReed@cityofsherman.com so we can coordinate our efforts.

Health Effects of Lead

There is no safe level of lead in drinking water. Exposure to lead in drinking water can cause serious health effects in all age groups, especially pregnant women, infants (both formula-fed and breastfed), and young children. Some health effects on infants and children include decreased IQ and attention span. Lead exposure can also result in new or worsened learning and behavior problems. The children of women who are exposed to lead before or during pregnancy may be at increased risk of these harmful health effects. Exposed adults have increased risks of heart disease, high blood pressure, kidney or nervous system problems. Contact your healthcare provider for more information about your risks.

Steps to Reduce Your Exposure to Lead

1. **Run your water to flush out lead.** Run water for 15 – 30 seconds or until it becomes cold or reaches a steady temperature to flush lead from interior plumbing before using it for drinking or cooking if it hasn't been used for several hours.

2. **Use cold water for cooking and preparing baby formula.** Do not cook with or drink water from the hot water tap; lead dissolves more easily in hot water. Don't use water from the hot water tap to make baby formula.

3. **Do not boil water to remove lead.** Boiling water will not reduce lead.

4. **Look into additional treatment of water.** You may want to consider purchasing a water filter. Read the package to be sure the filter is approved to reduce lead. Be sure to maintain and replace a filter device in accordance with the manufacturer's instructions to protect water quality. Contact National Sanitation Foundation (NSF) International at 800-NSF-8010 or visit www.nsf.org for information on performance standards for water filters.

5. **Get your child's blood tested.** Contact your local health department or health care provider to find out how you can get your child tested for lead if you are concerned about exposure.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.4.

Meeting Date: 10/21/2024

Prepared By:

Approved By:

Caption:
Other Business
Receive Drone Update from Community and Support Services Manager Nate Strauch

Issue:
Receive Drone Update from Community and Support Services Manager Nate Strauch

Background:
Receive update on ongoing City Projects

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.5.

Meeting Date: 10/21/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:
**** Other Business***
Approve Investment Report for Quarter Ended September 30, 2024

Issue:
To approve the Investment Report for the quarter ended September 30, 2024

Background:
The total operating portfolio book value of about $35.7 million decreased by about $11.6 million from the previous quarter due to withdrawals in the Local Government Investment Pools and maturities of U.S. Agency Securities and State of Texas political subdivision obligations. The underlying investments were adequately diversified among five different types of securities. The portfolio's weighted-average maturity of 399 days increased from 346 days last quarter. The portfolio yield of 4.33% was 35 basis points above our benchmark 1-year Constant Maturity Treasury Index. Book value approximated market value.

The debt proceeds portfolio balance of $61.9 million decreased by $7.4 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool, a U.S. Treasury Note, and U.S. Agencies. The portfolio's weighted-average maturity of 17 days decreased from 79 days last quarter. The portfolio yield of 4.52% was 41 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 4.93%. Book value approximated market value.

Origination:
Finance Department

Financial Consideration:
None

Staff Recommendation:
Staff recommends the Council accept the Investment Report as presented.

Alternatives:
The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments:
1. 2024-09-30 Investment Report w_Memo

Sherman
CLASSIC TOWN. BROAD HORIZON.

memorandum

DATE: October 11, 2024

TO: The City of Sherman Investment Committee
Councilman Juston Dobbs
Deputy Mayor Pam Howeth
Robby Hefton, City Manager

FROM: Mary Lawrence, Chief Financial Officer ml

SUBJECT: Investment Reports for the Quarter Ended September 30, 2024.

Enclosed is a copy of the quarterly investment reports for September 30, 2024. As of that date, the City followed all applicable state laws and internal policies for the portfolio.

The total operating portfolio book value of about $35.7 million decreased by about $11.6 million from the previous quarter due to withdrawals in the Local Government Investment Pools and maturities of U.S. Agency Securities and State of Texas political subdivision obligations. The underlying investments were adequately diversified among five different types of securities. The portfolio's weighted-average maturity of 399 days increased from 346 days last quarter. The portfolio yield of 4.33% was 35 basis points above our benchmark 1-year Constant Maturity Treasury Index. Book value approximated market value.

The debt proceeds portfolio balance of $61.9 million decreased by $7.4 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool, a U.S. Treasury Note, and U.S. Agencies. The portfolio's weighted-average maturity of 17 days decreased from 79 days last quarter. The portfolio yield of 4.52% was 41 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 4.93%. Book value approximated market value.

The investment reports will be on the October 21, 2024, City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2024

Total Portfolio Summary

	Current Quarter 9/30/2024	Prior Quarter 6/30/2024	Change From Prior Quarter
Book Value	$ 35,729,632	$ 47,318,066	$ (11,588,434)
Market Value	$ 35,705,668	$ 46,995,834	$ (11,290,166)
Weighted Average Maturity - Days	399	346	53
Weighted Average Yield	4.33%	4.43%	-0.10%
Earned Income	$ 453,564	$ 481,851	$ (28,287)
Earned Income - Year-to-Date	$ 1,608,436	$ 1,154,872	$ 453,564

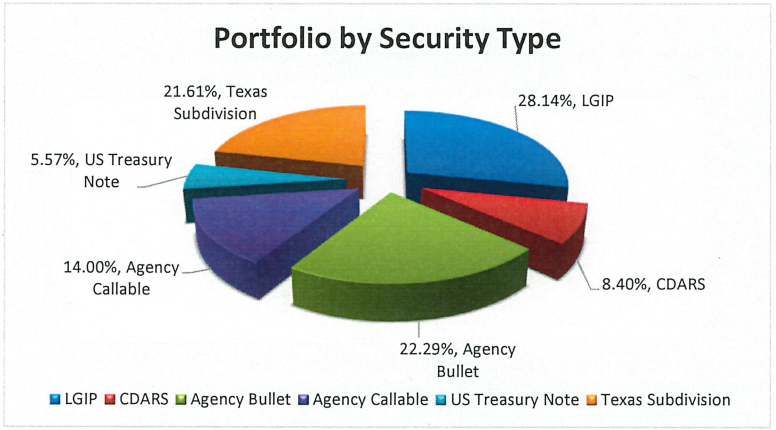
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

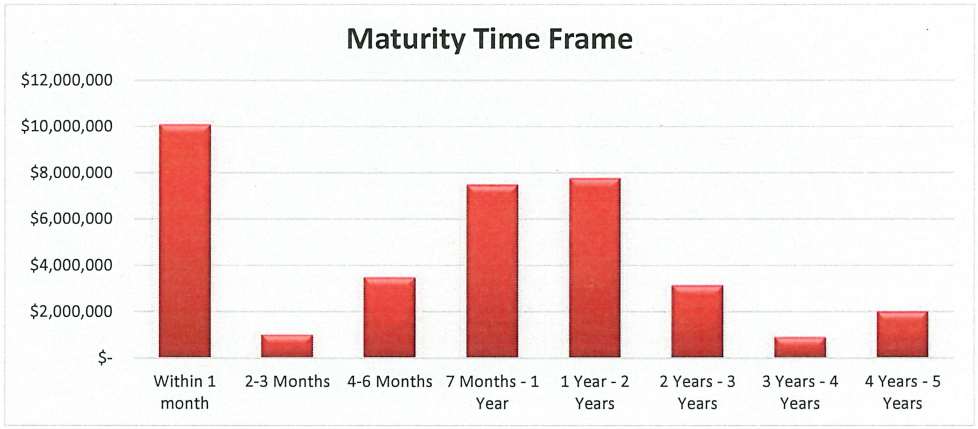
As of September 30, 2024, the City's portfolio had a book value of $35.7 million and a market value of $35.7 million. Of this amount, approximately $10.1 million was held in Local Government Investment Pools (LGIP), $3 million was held in Certificates of Deposit (CD), $12.9 million was held in U.S. Agency Securities, $2.0 million was held in U.S. Treasury Notes and $7.7 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by $11.5 million from the previous quarter due to withdrawals of $8.5 million in Local Government Investment Pools, calls and maturities of $3 million of U.S Agency Securities, maturities of $1.2 million of State of Texas political subdivision obligations. Additionally, a purchase of $0.8 million of State of Texas political subdivision obligations occured during the quarter.

The weighted average yield of the portfolio was 4.33%, which is 35 basis points more than the 1-year Constant Maturity Treasury Index of 3.98%, and 10 basis points less than the previous quarter.

The weighted average maturity of the portfolio increased from 346 days at June 30, 2024, to 399 days at September 30, 2024.





Mary Lawrence

Mary Lawrence, Chief Financial Officer and City of Sherman Investment Officer

Jana Walker

Jana Walker, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
As of 9/30/2024

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool		LGIP	TexPool		10/1/2024	AAAm	$ 4,267,436	100.00	$ 4,267,436	$ 4,267,436	100.00	4,267,436	1	5.26%
TexStar		LGIP	TexSTAR		10/1/2024	AAAm	3,833,280	100.00	3,833,280	3,833,280	100.00	3,833,280	1	5.25%
TexPool ARPA		LGIP	TexPool ARPA		10/1/2024	AAAm	1,954,108	100.00	1,954,108	1,954,108	100.00	1,954,108	1	5.26%
CDARS 1028340563	01/04/24	CDARS	Bank of Texas	4.40%	1/2/2026		1,000,000	100.00	1,000,000	1,000,000	100.00	1,000,000	459	4.50%
CDARS 1029294042	07/05/24	CDARS	Bank of Texas	5.21%	7/3/2025		2,000,000	100.00	2,000,000	2,000,000	100.00	2,000,000	276	5.34%
3130APNE1	11/18/21	Agency Callable	FHLB	0.90%	11/18/2024	AA+	1,000,000	100.000	1,000,000	1,000,000	99.50	994,991	49	0.90%
386166JC7	02/24/22	Texas Subdivision	Grand Praire TX TXbl Ref	3.00%	1/1/2025	AA	310,000	103.887	322,050	311,056	99.69	309,039	93	1.60%
882806ES7	03/24/23	Texas Subdivision	Texas St. Tech Univ Rev	2.96%	2/15/2025	AA+	885,000	98.381	870,672	882,160	99.57	881,185	138	3.86%
983064YX8	03/11/21	Texas Subdivision	City of Wylie, TX GO	3.00%	2/15/2025	AA	250,000	110.740	276,852	252,564	99.78	249,459	138	0.25%
3133ENPY0-A	02/25/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.966	999,660	999,954	98.86	988,571	148	1.76%
3133ENPY0-B	03/11/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.513	995,913	1,000,115	98.86	988,571	148	1.92%
3130AJHU6	04/30/24	Agency Bullet	FHLB	0.50%	4/14/2025	AA+	1,500,000	95.642	1,434,943	1,463,134	97.98	1,469,710	196	5.22%
88213AKC8	01/24/23	Texas Subdivision	Texas St. A&M Univ R	2.69%	5/15/2025	AA	510,000	96.496	492,130	505,183	99.13	505,566	227	4.30%
88213ABW4	03/24/23	Texas Subdivision	Texas St A&M Univ R	2.88%	5/15/2025	AA	115,000	97.770	113,668	114,254	99.25	114,138	227	3.98%
91282CEY3	01/23/23	US Treasury Note	US Treasury	3.00%	7/15/2025	AA	1,000,000	97.740	977,431	993,169	99.19	991,859	288	3.97%
2487757W2	02/07/23	Texas Subdivision	Denton Cnty TX	0.77%	7/15/2025	AA	1,335,000	92.332	1,233,264	1,301,771	97.46	1,301,051	288	4.11%
87638QQW2	03/24/23	Texas Subdivision	Tarrant Cnty TX Cult Hosp Rev	1.39%	9/1/2025	AA	100,000	93.750	93,854	97,620	97.33	97,325	336	4.12%
3130ARCN9	03/29/22	Agency Bullet	FHLB	2.00%	9/29/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	97.99	979,879	364	2.00%
3134GX3U6	10/24/22	Agency Bullet	Freddie Mac	5.15%	10/24/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	99.95	999,504	389	5.15%
79625GFC2	04/13/22	Texas Subdivision	San Antonio Tx Elec & Gas TXBl	3.15%	2/1/2026	AA+	350,000	100.000	350,000	350,000	99.11	346,889	489	3.15%
232769JW0	09/02/22	Texas Subdivision	Cypress-Fairbanks TX Ind Sch	5.00%	2/15/2026	AA+	500,000	104.770	523,031	509,498	101.33	506,670	503	3.52%
3134GYH96	02/27/23	Agency Bullet	FHLMC	5.20%	2/24/2026	AA	1,000,000	100.000	1,000,000	1,000,000	100.03	1,000,309	512	5.20%
3130B13E5	04/23/24	Agency Bullet	FHLB	5.38%	4/23/2026	AA	1,500,000	100.000	1,500,000	1,500,000	100.14	1,502,143	570	5.75%
3130AMMJ8	06/06/21	Agency Callable	FHLB	1.50%	6/9/2026	AA+	1,000,000	100.000	1,000,000	1,000,000	96.42	964,190	617	0.40%
5370962Z1	01/19/24	Texas Subdivision	Little Elm TX ISD	0.00%	8/15/2026	AA+	480,000	89.228	428,294	442,310	92.57	444,340	684	4.50%
876448DY4	01/24/23	Texas Subdivision	Tarrant Tx Regl Water Dist	0.75%	9/1/2026	AA	400,000	89.195	356,780	377,040	94.39	377,575	701	4.00%
4637778E5	02/07/23	Texas Subdivision	Irving Tx Table	1.47%	9/15/2026	AA	600,000	91.000	549,467	570,545	95.64	573,845	715	4.18%
91282CJT9	02/02/24	US Treasury Note	US Treasury	4.00%	1/15/2027	AA+	1,000,000	99.585	995,703	996,657	100.80	1,007,969	837	4.16%
3134H1LK7	01/26/24	Agency Callable	FHLMC	5.20%	6/11/2027	AA+	1,000,000	100.180	1,001,800	1,001,441	100.05	1,000,494	984	4.98%
1164753A0	01/24/24	Texas Subdivision	Brownsville TXD USR	1.48%	9/1/2027	AA+	1,210,000	90.040	1,089,484	1,112,342	93.39	1,130,051	1,066	4.50%
248415XT3	07/10/24	Texas Subdivision	Denison TX ISD	2.02%	8/1/2028	AA+	975,000	91.204	889,239	893,994	93.39	913,584	1,401	4.41%
31242WFF4	01/24/24	Agency Callable	FHLB	5.17%	1/29/2029	AA+	1,000,000	100.000	1,000,000	1,000,000	100.12	1,001,166	1,582	5.17%
31310B04R7	02/22/24	Agency Callable	FHLB	4.65%	2/16/2029	AA+	1,000,000	100.000	1,000,000	1,000,000	101.08	1,010,771	1,600	4.65%
Total							**$ 36,074,824**		**$ 35,549,058**	**$ 35,729,632**		**$ 35,705,668**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
As of 9/30/2024

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 6/30/2024	Change in Market Value	Market Value 9/30/2024
TexPool		TexPool		$ 11,177,871	$ (6,910,435)	$ 4,267,436
TexStar		TexStar		5,272,406	(1,439,126)	3,833,280
TexPool ARPA		TexPool ARPA		1,928,425	25,683	1,954,108
CDARS 1028340563		Bank of Texas	1/2/2026	1,000,000	-	1,000,000
CDARS 1028340504		Bank of Texas	7/5/2024	2,000,000	(2,000,000)	-
CDARS 1029294042		Bank of Texas	7/3/2025	-	2,000,000	2,000,000
442349EL6	3/24/2023	Houston Tx aprt Sys Rev	7/1/2024	1,000,000	(1,000,000)	-
811275HB5	11/23/2021	Scurry Rosser TX ISD	8/15/2024	204,660	(204,660)	-
3136G43H4	3/29/2021	FHLB	9/16/2024	989,358	(989,358)	-
3130APNE1	11/18/2021	FHLB	11/18/2024	981,852	13,139	994,991
386166JC7	2/24/2022	Grand Praire TX TXbl Ref	1/1/2025	306,480	2,559	309,039
983064YX8	3/11/2021	City of Wylie, TX GO	2/15/2025	248,429	1,030	249,459
882806ES7	3/24/2023	Texas St. Tech Univ Rev	2/15/2025	872,135	9,050	881,185
3133ENPY0-A	2/25/2022	FFCB	2/25/2025	977,008	11,563	988,571
3133ENPY0-B	3/11/2022	FFCB	2/25/2025	977,001	11,570	988,571
3130AJHU6	4/14/2024	FHLB	4/14/2025	1,445,935	23,775	1,469,710
88213AKC8	1/24/2023	Texas St. A&M Univ R	5/15/2025	498,758	6,809	505,566
88213ABW4	3/24/2023	Texas St A&M Univ R	5/15/2025	112,655	1,483	114,138
91282CEY3	1/23/2023	US Treasury	7/15/2025	979,043	12,816	991,859
2487757W2	2/7/2023	Denton Cnty TX	7/15/2025	1,276,154	24,897	1,301,051
87638QQW2	3/24/2023	Tarrant Cnty TX Cult Hosp Rev	9/1/2025	95,458	1,867	97,325
3130ARCN9	3/29/2022	FHLB	9/29/2025	965,836	14,043	979,879
3134GX3U6	10/24/2022	Freddie Mac	10/24/2025	998,473	1,031	999,504
3130AUBX1	12/29/2022	FFCB	12/29/2025	996,796	(996,796)	-
79625GFC2	4/13/2022	San Antonio Tx Elec & Gas TXBI	2/1/2026	340,738	6,151	346,889
232769JW0	9/2/2022	Cypress-Fairbanks TX Ind Sch	2/15/2026	499,449	7,221	506,670
3130B13E5	4/23/2024	FHLB	4/23/2026	1,497,915	4,228	1,502,143
3130AMMJ8	6/6/2021	FHLB	6/9/2026	938,599	25,591	964,190
876448DY4	1/24/2023	Tarrant Tx Regl Water Dist	9/1/2026	366,181	11,394	377,575
3134GYH96	2/27/2023	FHLMC	2/24/2026	999,703	606	1,000,309
4637778E5	2/7/2023	Irving Tx Table	9/15/2026	557,958	15,887	573,845
5370962Z1	1/19/2024	Little Elm TX ISD	8/15/2026	430,394	13,946	444,340
91282CJT9	2/2/2024	US Treasury	1/15/2027	985,625	22,344	1,007,969
3134H1LK7	1/26/2024	FHLMC	6/11/2027	998,339	2,155	1,000,494
1164753A0	1/24/2024	Brownsville TXD USR	9/1/2027	1,092,351	37,700	1,130,051
3130AXAQ1	1/26/2024	FHLB	9/20/2027	999,176	(999,176)	-
248415XT3	7/10/2024	Denison TX ISD	8/1/2028	-	913,584	913,584
31242WFF4	1/24/2024	FHLB	1/29/2029	995,027	6,139	1,001,166
31310B04R7	2/22/2024	FHLB	2/16/2029	989,646	21,125	1,010,771
Total				**$ 46,995,834**	**$ (11,290,165)**	**$ 35,705,668**

Sherman
CLASSIC TOWN. BROAD HORIZON.

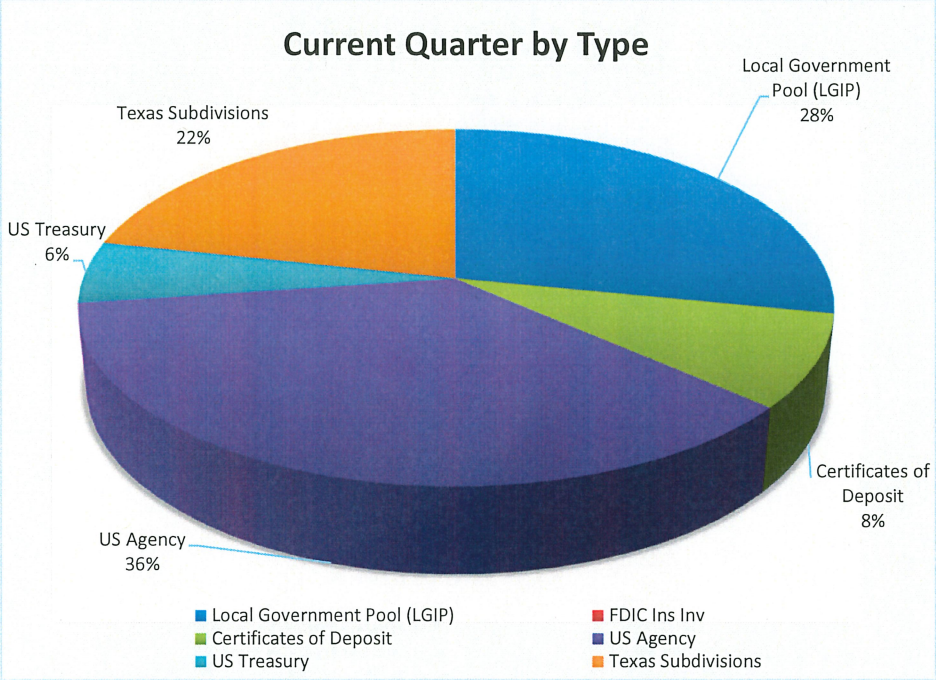
CITY OF SHERMAN, TX
Investment Transaction Report
As of 9/30/2024

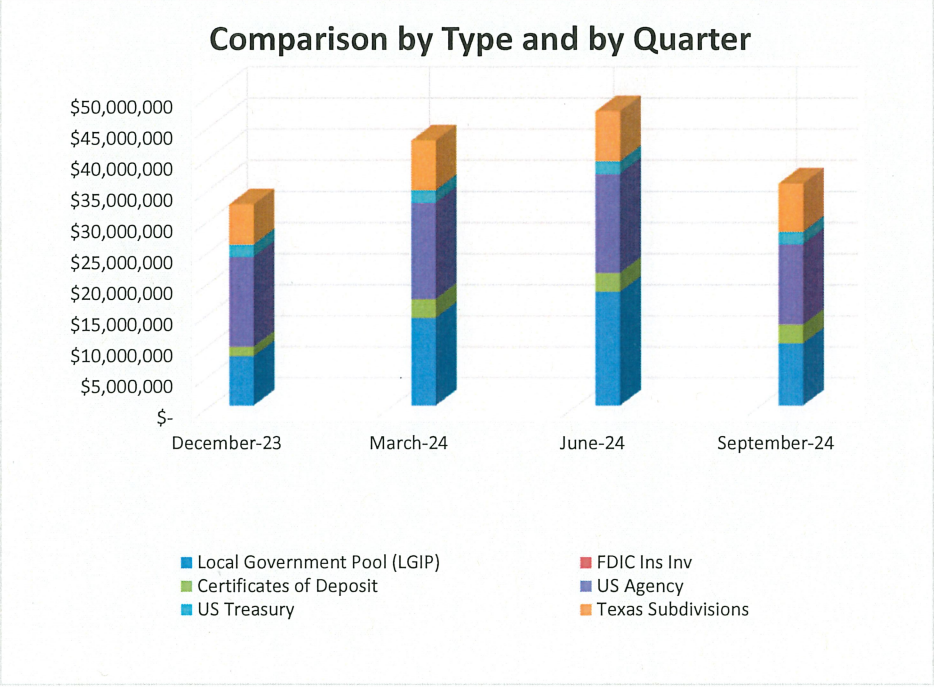
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/ Received	Total Amount	YTM
Maturities, Calls and Withdrawals											
	7/1/2024	442349EL6	Houston Tx aprt Sys Rev	4.10%	7/1/2024		1,000,000	1,000,000	6,360	1,006,360	4.10%
	7/5/2024	CDARS 1028340504	Bank of Texas	5.28%	7/5/2024		2,000,000	2,000,000	-	2,000,000	5.28%
	8/6/2024	TexPool	TexPool				3,000,000	3,000,000	-	3,000,000	5.26%
	8/9/2024	TexPool	TexPool				5,000,000	5,000,000	-	5,000,000	5.26%
	8/15/2024	811275HB5	Scurry Rosser TX ISD	0.45%	8/15/2024		205,000	205,000	3,075	208,075	0.45%
	8/19/2024	TexSTAR	TexSTAR				1,500,000	1,500,000	-	1,500,000	5.25%
	9/16/2024	3136G43H4	FHLB	0.44%	9/16/2024		1,000,000	1,000,000	2,000	1,002,000	0.44%
	9/20/2024	3130AXAQ1	FHLB	4.96%	9/20/2027	9/20/2024	1,000,000	1,000,000	28,500	1,028,500	4.96%
	9/30/2024	3130AUBX1	FFCB	5.00%	12/29/2025	9/30/2024	1,000,000	1,000,000	12,500	1,012,500	5.00%
Purchases											
	9/30/2024	TexPool	TexPool				1,000,000	1,000,000	-	1,000,000	
	7/5/2024	CDARS 1029294042	Bank of Texas	5.34%	7/3/2025		2,000,000	2,000,000	-	2,000,000	5.34%
	7/10/2024	248415XT3	Denison TX ISD	4.41%	8/1/2028		975,000	889,239	8,745	897,984	4.41%
Income Payments											
	9/30/2024	TexPool	TexPool		10/1/2024				89,565	89,565	5.26%
	9/30/2024	TexStar	TexSTAR		10/1/2024				60,874	60,874	5.25%
	9/30/2024	TexPool ARPA	TexPool ARPA		10/1/2024				25,683	25,683	5.26%
	9/30/2024	CDARS 1028340563	Bank of Texas	4.40%	1/2/2026				11,156	11,156	4.50%
	9/30/2024	CDARS 1029294042	Bank of Texas	5.21%	7/3/2025				25,138	25,138	5.34%
	7/1/2024	386166JC7	Grand Praire TX TXbl Ref	3.00%	1/1/2025				4,650	4,650	1.60%
	7/15/2024	91282CEY3	US Treasury	3.00%	7/15/2025				15,000	15,000	3.97%
	7/15/2024	2487757W2	Denton Cnty TX	0.77%	7/15/2025				5,166	5,166	4.11%
	7/15/2024	91282CJT9	US Treasury	4.00%	1/15/2027				20,000	20,000	4.16%
	7/29/2024	31242WFF4	FHLB	5.17%	1/29/2029				25,850	25,850	5.17%
	8/1/2024	79625GFC2	San Antonio Tx Elec & Gas TXBl	3.15%	2/1/2026				5,506	5,506	3.15%
	8/1/2024	248415XT3	Denison TX ISD	2.02%	8/1/2028				9,838	9,838	4.41%
	8/15/2024	232769JW0	Cypress-Fairbanks Tx Ind Sch	5.00%	2/15/2026				12,500	12,500	3.52%
	8/15/2024	983064YX8	City of Wylie, TX GO	3.00%	2/15/2025				3,750	3,750	0.25%
	8/15/2024	882806ES7	Texas St. Tech Univ Rev	2.96%	2/15/2025				13,102	13,102	3.86%
	8/16/2024	31310B04R7	FHLB	4.65%	2/16/2029				22,604	22,604	4.65%
	8/26/2024	3134GYH96	FHLMC	5.20%	2/24/2026				26,000	26,000	5.20%
	8/26/2024	3133ENPY0-A	FFCB	1.75%	2/25/2025				8,750	8,750	1.76%
	8/26/2024	3133ENPY0-B	FFCB	1.75%	2/25/2025				8,750	8,750	1.92%
	9/3/2024	876448DY4	Tarrant Tx Regl Water Dist	0.75%	9/1/2026				1,500	1,500	4.00%
	9/3/2024	87638QQW2	Tarrant Cnty TX Cult Hosp Rev	1.39%	9/1/2025				693	693	4.12%
	9/3/2024	1164753A0	Brownsville TXD USR	1.48%	9/1/2027				8,936	8,936	4.50%
	9/16/2024	4637778E5	Irving Tx Table	1.47%	9/15/2026				4,395	4,395	4.18%
	9/30/2024	3130ARCN9	FHLB	2.00%	9/29/2025				10,000	10,000	2.00%
	9/30/2024	3130AUBX1	FHLB	4.96%	12/29/2025				25,000	25,000	4.96%
Total									**$ 505,587**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
As of 9/30/2024

Cash/Investment Type	Balance 12/31/2023	Balance 3/31/2024	Balance 6/30/2024	Balance 9/30/2024	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$ 7,998,530	$ 14,170,066	$ 18,378,702	$ 10,054,824	28%	50.00%
FDIC Ins Inv	-	-	-	-	0%	50.00%
Certificates of Deposit	1,500,000	3,000,000	3,000,000	3,000,000	8%	50.00%
US Agency	14,498,862	15,505,023	15,951,159	12,964,646	36%	50.00%
US Treasury	1,986,253	1,984,543	1,987,185	1,989,826	6%	50.00%
Texas Subdivisions	6,413,798	7,964,836	8,001,020	7,720,336	22%	50.00%
Total	**$ 32,397,443**	**$ 42,624,468**	**$ 47,318,066**	**$ 35,729,632**	**100.00%**	



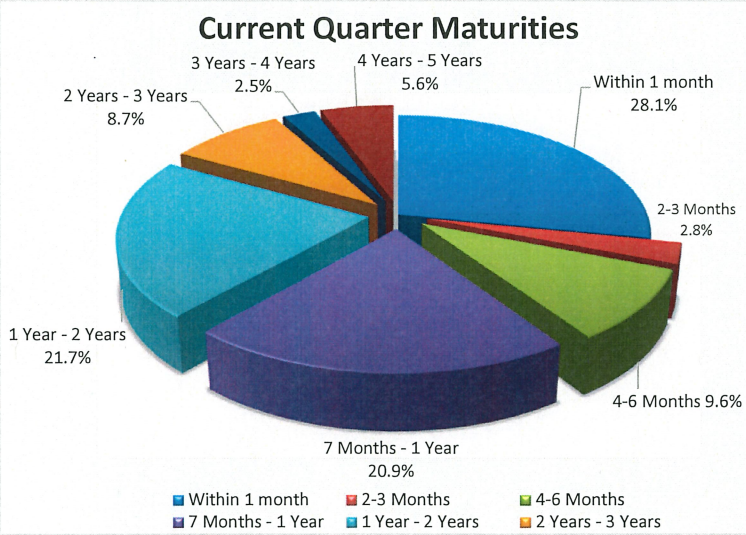


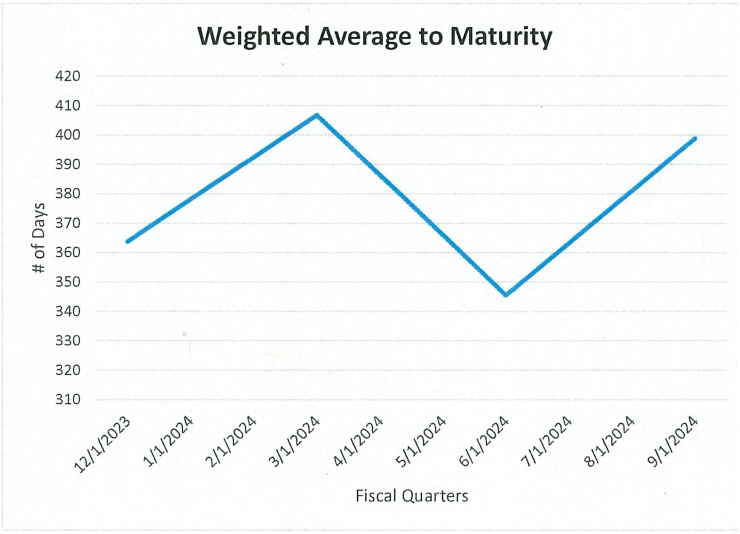
Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Portfolio by Maturity
As of 9/30/2024

Maturity Time Frame	Balance 12/31/2023	Balance 3/31/2024	Balance 6/30/2024	Balance 9/30/2024	Percent of Portfolio
Within 1 month	$ 9,498,530	$ 16,170,066	$ 21,378,627	$ 10,054,824	28.1%
2-3 Months	999,916	500,000	1,205,557	1,000,000	2.8%
4-6 Months	2,500,000	4,199,904	1,000,000	3,445,849	9.6%
7 Months - 1 Year	5,194,745	4,446,712	5,509,516	7,475,131	20.9%
1 Year - 2 Years	9,412,218	8,843,664	10,740,379	7,749,393	21.7%
2 Years - 3 Years	3,792,034	3,362,287	3,375,994	3,110,441	8.7%
3 Years - 4 Years	3,101,835	3,101,835	2,107,993	893,994	2.5%
4 Years - 5 Years	1,000,000	2,000,000	2,000,000	2,000,000	5.6%
	$ 35,499,278	**$ 42,624,468**	**$ 47,318,066**	**$ 35,729,632**	**100.00%**

Liquidity Indicator					Maximum Allowable
Weighted Average Maturity	**363.74**	**406.80**	**345.53**	**398.88**	**500.00**

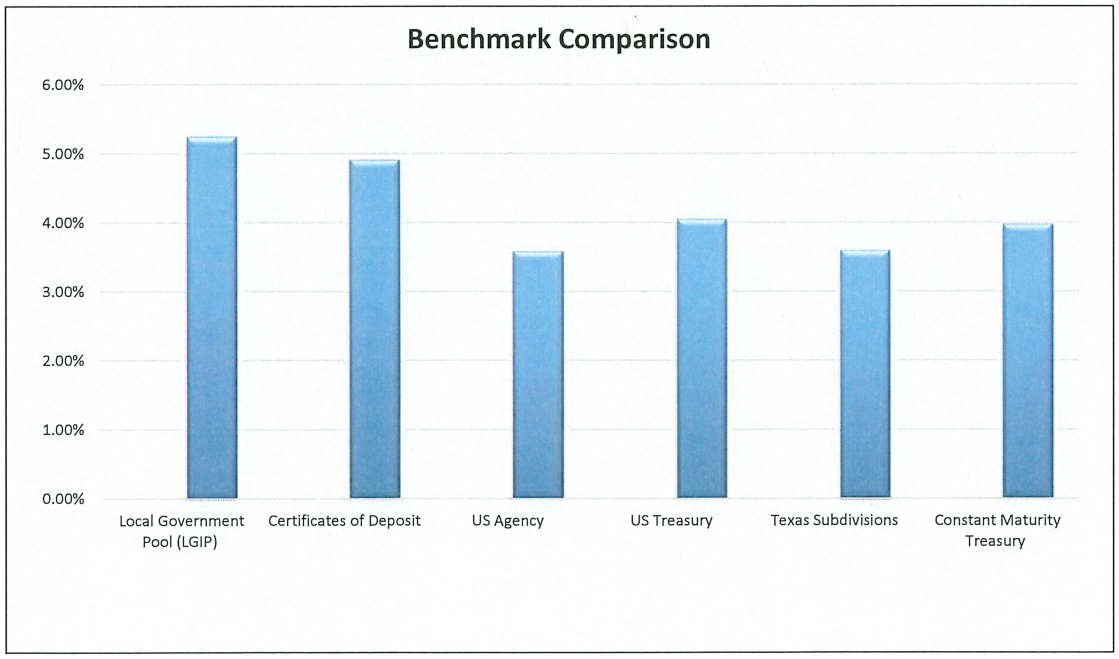




Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
As of 9/30/2024

Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
9/30/2024	TexPool	TexPool		5.26%	$ 89,565	$ -	$ 89,565
9/30/2024	TexStar	TexSTAR		5.25%	60,874	-	60,874
9/30/2024	TexPool ARPA	TexPool ARPA		5.26%	25,683	-	25,683
7/5/2024	CDARS 1028340504	Bank of Texas	5.28%	5.28%	-	1,128	1,128
9/30/2024	CDARS 1028340563	Bank of Texas	4.40%	4.50%	11,156	-	11,156
9/30/2024	CDARS 1029294042	Bank of Texas	5.21%	5.34%	25,138	-	25,138
7/1/2024	386166JC7	Grand Praire TX TXbl Ref	3.00%	1.60%	4,650	(3,381)	1,269
7/1/2024	442349EL6	Houston Tx aprt Sys Rev	0.45%	0.45%	6,360	(6,249)	111
7/15/2024	91282CEY3	US Treasury	3.00%	3.97%	15,000	(5,223)	9,777
7/15/2024	2487757W2	Denton Cnty TX	0.77%	4.11%	5,166	7,910	13,077
7/15/2024	91282CJT9	US Treasury	4.00%	4.16%	20,000	(9,061)	10,939
7/29/2024	31242WFF4	FHLB	5.17%	5.17%	25,850	(12,925)	12,925
8/1/2024	79625GFC2	San Antonio Tx Elec & Gas TXBI	3.15%	3.15%	5,506	(2,752)	2,754
8/1/2024	248415XT3	Denison TX ISD	2.02%	4.41%	18,583	(9,456)	9,127
8/15/2024	232769JW0	Cypress-Fairbanks Tx Ind Sch	5.00%	3.52%	12,500	(7,977)	4,523
8/15/2024	811275HB5	Scurry Rosser TX ISD	0.00%	5.25%	3,075	(2,955)	120
8/15/2024	983064YX8	City of Wylie, TX GO	3.00%	0.25%	3,750	(3,584)	166
8/15/2024	882806ES7	Texas St. Tech Univ Rev	2.96%	3.86%	13,102	(4,658)	8,445
8/16/2024	31310B04R7	FHLB	4.65%	4.65%	22,604	(10,979)	11,625
8/26/2024	3134GYH96	FHLMC	5.20%	5.20%	26,000	(13,000)	13,000
8/26/2024	3133ENPY0-A	FFCB	1.75%	1.76%	8,750	(4,347)	4,403
8/26/2024	3133ENPY0-B	FFCB	1.75%	1.92%	8,750	(3,964)	4,786
9/3/2024	876448DY4	Tarrant Tx Regl Water Dist	0.75%	4.00%	1,500	2,249	3,749
9/3/2024	87638QQW2	Tarrant Cnty TX Cult Hosp Rev	1.39%	4.12%	693	295	988
9/3/2024	1164753A0	Brownsville TXD USR	1.48%	4.50%	8,936	3,895	12,831
9/16/2024	4637778E5	Irving Tx Table	1.47%	4.18%	4,395	1,547	5,942
9/16/2024	3136G43H4	FHLB	0.44%	0.44%	2,000	(1,064)	936
9/20/2024	3130AXAQ1	FFCB	5.00%	5.00%	28,500	(16,110)	12,390
9/30/2024	3130ARCN9	FHLB	2.00%	2.00%	10,000	(5,000)	5,000
9/30/2024	3130AUBX1	FHLB	4.96%	4.96%	37,500	(25,000)	12,500
9/30/2024	3134AGX3U6	Freddie Mac	5.15%	5.15%	-	12,875	12,875
9/30/2024	88213ABW4	Texas St A&M Univ R	2.88%	3.98%	-	1,127	1,127
9/30/2024	88213AKC8	Texas St. A&M Univ R	2.69%	4.30%	-	5,360	5,360
9/30/2024	3130APNE1	FHLB	0.90%	0.90%	-	2,250	2,250
9/30/2024	3134H1LK7	FHLMC	5.20%	4.98%	-	12,867	12,867
9/30/2024	3130AJHU6	FHLB	0.50%	5.22%	-	18,978	18,978
9/30/2024	5370962Z1	Little Elm TX ISD	0.00%	4.50%	-	5,025	5,025
9/30/2024	3130B13E5	FHLB	5.38%	5.75%	-	20,156	20,156
					$ 505,587	**$ (52,023)**	**$ 453,564**



Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2024

Total Portfolio Summary

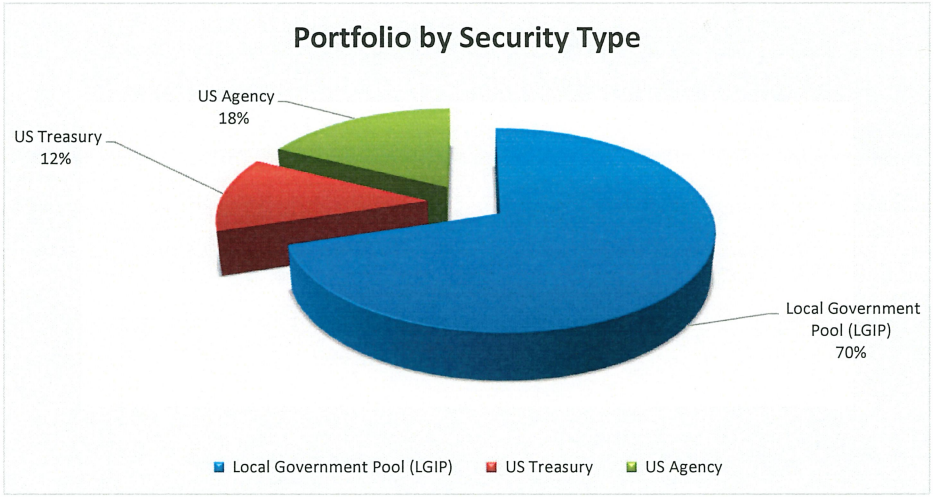
	Current Quarter 9/30/2024	Prior Quarter 6/30/2024	Change From Prior Quarter
Book Value	$ 61,920,328	$ 69,292,788	$ (7,372,460)
Market Value	$ 61,956,042	$ 69,259,843	$ (7,303,801)
Weighted Average Maturity - Days	17	79	(62)
Weighted Average Yield	4.52%	5.15%	-0.63%
Earned Income	$ 848,111	$ 978,385	$ (130,274)
Earned Income - Year-to-Date	$ 4,285,439	$ 3,437,328	$ 848,111

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of September 30, 2024, the City of Sherman's debt proceeds portfolio had a book value of about $61.9 million, which approximates the market value. Of this amount, $43.4 million was held in Local Government Investment Pools (LGIP), $7.6 million was held in U.S. Treasury Notes and $10.9 million was held in U.S. Agency Securities.

The portfolio value decreased by $7.3 million from the previous quarter due to draws for project payments.

The weighted average yield on the portfolio was 4.52%, 41 basis points below the 4-week Constant Maturity Treasury Index of 4.93%, and 63 basis points below the previous quarter.



Mary Lawrence

Mary Lawrence, Chief Financial Officer and City of Sherman Investment Officer

Jana Walker

Jana Walker, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
As of 9/30/2024

Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2023 Certificates of Obligation		LGIP	TexPool	10/1/2024	41,207,104	100.00	41,207,104	41,207,104	100.00	41,207,104	1	5.26%
TexPool	2024 Tax Notes		LGIP	TexPool	10/1/2024	2,259,247	100.00	2,259,247	2,259,247	100.00	2,259,247	1	5.26%
3130AMHGO	2021 Certificates of Obligation	05/27/21	US Agency-Callable	FHLB	11/26/2024	1,000,000	100.00	1,000,000	1,000,000	99.35	993,533	57	0.48%
313385ACO	2023 Certificates of Obligation	02/23/24	US Agency	FHLB	1/3/2025	10,000,000	95.73	9,573,438	9,870,655	98.85	9,884,813	95	5.12%
91282CED9	2023 Certificates of Obligation	07/10/24	US Treasury Note	US Treasury	3/15/2025	7,700,000	97.75	7,526,750	7,583,321	98.85	7,611,345	166	5.16%
Total						**$ 62,166,351**		**$ 61,566,539**	**$ 61,920,328**		**$ 61,956,042**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
As of 9/30/2024

CUSIP	Security Type / Description	Maturity Date	Market Value 6/30/2024	Change in Market Value	Market Value 9/30/2024
TexPool 2023 CO	LGIP		37,470,549	3,736,556	41,207,104
TexPool 2024 Tax Notes	LGIP		2,702,287	(443,040)	2,259,247
31300AMZQ8-FHLB 2021 CO	US Agency-Callable	8/30/2024	992,114	(992,114)	-
3130AMHGO-FHLB 2021 CO	US Agency-Callable	11/26/2024	979,171	14,362	993,533
3130AXYF9-FHLB 2023 CO	US Agency-Callable	6/6/2025	7,500,344	(7,500,344)	-
313385ACO-FHLB 2023 CO	US Agency	1/3/2025	9,736,712	148,101	9,884,813
313384G60-FHDN 2023 CO	US Agency	9/20/2024	9,878,667	(9,878,667)	-
91282CED9-US Treasury 2023 CO	US Treasury Note	3/15/2025	-	7,611,345	7,611,345
Total			**$ 69,259,844**	**$ (7,303,802)**	**$ 61,956,042**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investment Transaction Report
As of 9/30/2024

Settle Date	Name	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	YTM
Project Payments/Draws											
7/24/2024	TexPool 2023 CO	LGIP				2,721,328		2,721,328	-	2,721,328	
8/27/2024	TexPool 2023 CO	LGIP				2,000,715		2,000,715	-	2,000,715	
9/23/2024	TexPool 2023 CO	LGIP				2,183,185		2,183,185	-	2,183,185	
7/24/2024	TexPool 2024 Tax Notes	LGIP				474,315		474,315	-	474,315	
8/30/2024	31300AMZQ8 - 2021 CO	FHLB	0.51%	8/30/2024		1,000,000	100.00	1,000,000	3,400	1,000,000	0.51%
Maturities and Calls											
7/6/2024	3130AXYF9	FHLB	5.45%	6/6/2025	7/6/2024	7,500,000	100.00	7,500,000	34,063	7,534,063	5.45%
9/20/2024	313384G60	FHDN	5.05%	9/20/2024		10,000,000	96.96	10,000,000	-	10,000,000	5.22%
Deposits/Purchases											
7/23/2024	TexPool 2023 CO	LGIP				170,855		170,855	-	170,855	
9/24/2024	TexPool 2023 CO	LGIP				10,000,000		10,000,000		10,000,000	
07/10/24	91282CED9	US Treasury Note	1.75%	3/15/2025		7,700,000	97.75	7,526,750	67,375	7,594,125.00	5.16%
Income Payments											
7/31/2024	Texpool 2023 CO	LGIP							166,265	12,968	5.32%
7/31/2024	TexPool 2024 Tax Notes	LGIP							11,650	208,812	5.32%
8/31/2024	Texpool 2023 CO	LGIP							156,416	156,416	5.30%
8/31/2024	TexPool 2024 Tax Notes	LGIP							10,077	10,077	5.30%
9/30/2024	TexPool 2024 Tax Notes	LGIP							9,548	9,548	5.16%
9/30/2024	Texpool 2023 CO	LGIP							148,248	148,248	5.16%
Total									**$ 607,042**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
As of 9/30/2024

Cash / Investment Type	Balance 12/31/2023	Balance 3/31/2024	Balance 6/30/2024	Balance 9/30/2024	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$ 74,088,646	$ 52,026,393	$ 40,172,836	$ 43,466,351	70.20%	100.00%
FDIC Insured Investment (Ins Inv)	1,255	-	-	-	0.00%	100.00%
US Agency	9,500,000	28,869,248	29,119,952	10,870,655	17.56%	100.00%
US Treasury	0	-	-	7,583,321	12.25%	100.00%
Total	**$ 83,589,901**	**$ 80,895,641**	**$ 69,292,788**	**$ 61,920,328**	**100.00%**	

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Portfolio by Maturity
As of 9/30/2024

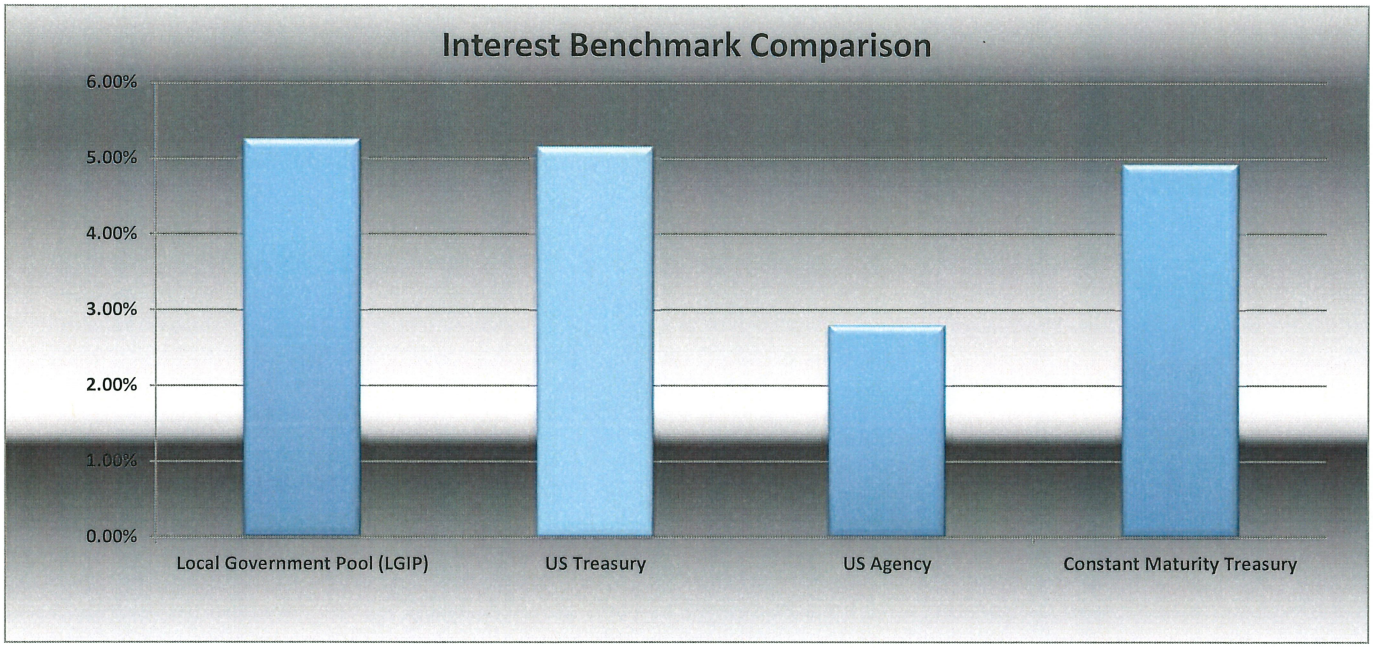
Maturity Time Frame	Balance 12/31/2023	Balance 3/31/2024	Balance 6/30/2024	Balance 9/30/2024	Percent of Portfolio	Maximum Allowable
Within 1 month	$ 74,089,901	$ 52,026,393	$ 40,172,836	$ 43,466,351	70.2%	100%
2 months - 1 year	2,000,000	21,369,248	29,119,952	$ 18,453,977	29.8%	
1 year - 2 years	7,500,000	7,500,000	-	$ -	0.0%	
2 years - 3 years	-	-	-	-	0.0%	
3 years - 4 years	-	-	-	-	0.0%	
	$ 83,589,901	**$ 80,895,641**	**$ 69,292,788**	**$ 61,920,328**		

Liquidity Indicator				
Weighted Average Maturity	**54.68**	**99.45**	**39.84**	**16.77**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
As of 9/30/2024

Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
7/31/2024	Texpool 2023 CO	LGIP		5.32%	$ 166,265	-	166,265
7/31/2024	TexPool 2024 Tax Notes	LGIP		5.32%	$ 11,650	-	11,650
8/31/2024	Texpool 2023 CO	LGIP		5.30%	$ 156,416	-	156,416
8/31/2024	TexPool 2024 Tax Notes	LGIP		5.30%	$ 10,077	-	10,077
9/30/2024	TexPool 2024 Tax Notes	LGIP		5.16%	$ 9,548	-	9,548
9/30/2024	Texpool 2023 CO	LGIP		5.16%	$ 148,248	-	148,248
8/30/2024	31300AMZQ8-FHLB 2021 CO	US Agency-Callable		0.51%	$ 3,400	(2,550)	850
9/30/2024	3130AMHGO-FHLB 2021 CO	US Agency-Callable		0.48%	$ -	1,188	1,188
7/6/2024	3130AXYF9-FHLB 2023 CO	US Agency-Callable		5.45%	$ 34,063	(27,250)	6,813
9/30/2024	313385ACO-FHLB 2023 CO	US Agency		5.12%	$ -	123,841	123,841
9/20/2024	313384G60-FHDN 2023 CO	US Agency		5.22%	$ -	126,863	126,863
7/10/2024	91282CED9-US Treasury 2023 CO	US Treasury Note		5.16%	$ 67,375	18,978	86,353
					$ 607,042	**$ 241,069**	**$ 848,111**



SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Main Street Advisory Board (7)

Issue:
The following terms on the Main Street Advisory Board have expired. Preston Davis (September 7, 2024), Aaron Jason Bucy (February 8, 2024), Lucas Ridley (July 7, 2024), Lindsey Manley (September 5, 2024), Angela Wilson (July 7, 2024), and Courtney Mitchell Christman (September 5, 2024). Ms. Manley and Ms. Christman have served their term limit and are not eligible for reappointment. Mr. Davis, Mr. Bucy, and Ms. Wilson are eligible and do wish to be reapponted. There is also one vacancy on the Board. We have applications from Sarah Pierce, Joey Gunn, Janie Bates, Paul Manley, Regina Roberts, and Sandy Rehkopf for the Main Street Advisory Board.

Background:
The City Council created the Main Street Advisory Committee by Resolution No. 6063, approved on March 7, 2016. The purpose of the Committee is to design and recommend programs to improve the quality of life in downtown Sherman, organize and participate in Main Street activities, judge the quality of applications to the Main Street Grant Program, and to advise and support the Main Street Manager to further the goals and priorities of the Sherman Main Street Program.

Origination:

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is the staff recommendation that the City Council reappoint Preston Davis, Aaron Jason Bucy, and Angela Wilson, and appoint Sarah Pierce, Joey Gunn, Paul Manley, and Sandy Rehkopf to the Main Street Advisory Board.

Alternatives:
The alternatibve is to delay appointments to the Board.

Attachments:
1. Roster - Main Street Advisory Board
2. Fact Sheet - Main Street Advisory Board

3. Applicant List for Main Street Advisory Board
4. Preston Davis - Reappointment Letter
5. Aaron Jason Bucy - Reappointment Letter
6. Angela Wilson - Reappointment Letter
7. Sarah Pierce - Application
8. Joey Gunn - Application
9. Janie Bates - Application
10. Paul Manley - Application
11. Regina Roberts - Application
12. Sandy Rehkopf - Application

MEMBERSHIP ROSTER

MAIN STREET ADVISORY BOARD

LENGTH OF TERMS: 2 Years
Consecutive Term Limit 3 Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Downtain	1	A 6/8/2021 R 6/8/2023	6/8/2023 6/8/2025	1 2	
Preston Davis	3	A 9/7/2022	9/7/2024	1	
Aaron Jason Bucy	4	A 2/8/2022	2/8/2024	1	
Vacant					
Stuart Holcomb	3	A 8/8/2023	8/8/2025	1	
Lucas Ridley	4	A 7/7/2022	7/7/2024	1	
Lindsey Manley	1	A 9/5/2018 R 9/5/2020 R 9/5/2022	9/5/2020 9/5/2022 9/5/2024	1 2 3	
Angela Wilson	n/a	A 7/7/2022	7/7/2024	1	
Courtney Mitchell Christman	1	A 9/5/2018 R 9/5/2020 R 9/5/2022	9/5/2020 9/5/2022 9/5/2024	1 2 3	
Joey Morneau	4	A 3/7/2023	3/7/2025	1	
Ex-Officio Members					
Daron Holland					Council Member
Karen Tooley					DSP&R President

Ex-Officio Members: City Council Member
Downtown Sherman Preservation & Revitalization President

Chair:
Vice Chair:

Resolution 6063, approved Sept. 4, 2018
Increased membership from 6 to 10

CITY STAFF:
Revised 8/23/2024

FACT SHEET

MAIN STREET ADVISORY BOARD

Established by RESOLUTION 6063 – MARCH 7, 2016

1. **Number of Members: SIX**
2. **Term of Appointment: 2 YEARS**
3. **Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)**
4. **Qualifications for Membership: PRESERVE AND GROW DOWNTOWN AS A BUSINESS CENTER FOR SHERMAN**
5.
6. **Appointed by: MAYOR AND CITY COUNCIL**
7. **Board Organization**

CHAIRPERSON E VICE CHAIRPERSON ____ SECRETARY E

ELECTED E APPOINTED ___

8. **Departmental Responsibility: DIRECTOR OF COMMUNITY AND SUPPORT SERVICES**
9. **Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS**
10. **Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS**

==========

Ex-Officio Members:
City Council Member
Downtown Sherman Preservation & Revitalization President

PURPOSE:

- Encourage participation in the Sherman Main Street Downtown Revitalization Program
- Establish and evaluate goals and priorities for the Main Street Program
- Review design appropriateness for the purpose of participation in the Main Street Low Interest Loan Program and Incentive Grant Projects
- Design and coordinate activities coinciding with the Main Street Program
- Assist with the Main Street Program Annual Report
- Advise and support the Main Street Manager to further the goals and priorities of the Main Street Program.

RESPONSIBILITIES:
Said Board shall work with the Main Street Manager and other City officials to publicize the Main Street Program and shall recommend projects and activities to include marketing, advertising, promotion, design, organization, economic restructuring as related to the Main Street Program. The Board will also review any commercial construction or reconstruction plans proposed within the Main Street Program Target Area.

APPLICANT LIST

Main Street Advisory Board **Positions Vacant __7____**

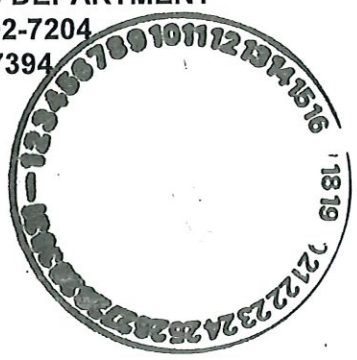
Applicant	Address	District	Qualifications
Preston Davis	703 E. Centennial	3	Current Member; Wishes to be Reappointed
Aaron Jason Bucy	1917 Timberline Lane	4	Current Member; Wishes to be Reappointed
Angela Wilson	176 Snap Road	n/a	Current Member; Wishes to be Reappointed
Sarah Pierce	1102 S. Elm	4	The Milleu Wine Bar
Joey Gunn	1501 Black Willow Trail, Anna	n/a	Knight Furniture
Janie Bates	210 Chisholm Trail	4	Workforce Solutions Texoma
Paul Manley	1506 N. Alexander	1	Presco Polymers
Regina Roberts	1101 Yorkshire Dr	1	Pop Pop Popcorn
Sandy Rehkopf	718 E. Hwy 82 #161	n/a	Sherman Chamber of Commerce

COMMENTS:

Sherman
CLASSIC TOWN. BROAD HORIZON

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394



August 29, 2024

Preston Davis
703 E. Centennial Street
Sherman, Texas 75090

RE: Main Street Advisory Board

Dear Mr. Davis:

Your term on the Main Street Advisory Board expires on September 7, 2024. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
Linda Ashby
City Clerk

cc: Sarah McRae, Tourism/Main Street Manager

X I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

Signature

9/12/24
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

Sherman
CLASSIC TOWN. BROAD HORIZON

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

August 22, 2024

Aaron Jason Bucy
1917 Timberline Lane
Sherman, Texas 75092

RE: Main Street Advisory Board

Dear Mr. Bucy:

Your term on the Main Street Advisory Board expired on February 8, 2024. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Sarah McRae, Tourism/Main Street Manager

X I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

Signature

8/26/24
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

Sherman
CLASSIC TOWN. BROAD HORIZON

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

RECEIVED
SEP 2 4 2024
City Clerk's Office

August 22, 2024

Angela Wilson
176 Snap Road
Sherman, Texas 75090

RE: Main Street Advisory Board

Dear Ms. Wilson:

Your term on the Main Street Advisory Board expired on July 7, 2024. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Sarah McRae, Tourism/Main Street Manager

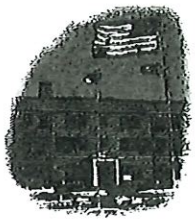
✓ I do wish to be considered for reappointment to this board

_____ I do not wish to be considered for reappointment to this board

Angela Wilson
Signature

9/24/24
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Sarah Pierce
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Main Street

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 1102 S. Elm St.	Business Name: The Miller Wine Bar
Mailing Address: Sherman TX 75090	Occupation: Owner
Telephone: 903-357-0776 Fax:	Address: 218 W. Houston St Suite 100
E-Mail: Sarah@themillerwinebar.com	Telephone: 903-546-5002 Fax:
Sherman Resident for 23 years County: USA	E-Mail: Sarah@themillerwinebar.com
Drivers License No.: 03755946	
Voter Registration No.: 10254256 38 ✓	

Which Council District do you live in? *(see attached map)* 4 ✓

Prior work experience: *(please include dates)*
VP of Community Engagement of Goodwill of Northeast Texas 7 1/2 yrs 2016-2024
Now I own the Miller Wine Bar.

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 93'
Business College, Correspondence School, Adult Education, Other? Associates Degree
Name of College/University: ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Volunteer w/ Craft the Night away, Wine Stroll, Women Rock Inc, Salvation Army, Boys and Girls Club, and more throughout the years I have lived here, and continue to volunteer.

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.
N/A

Application held for 12 months from date received

Taxes-None

Are you presently serving on a City board or commission? ☐ Yes ☑ No

If so, which one? N/A

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
Having Volunteered w/ Numerous events happening in Downtown and Main Street, I am continually inspired by those that Love & Serve the Community as well.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Cohesion w/ Downtown business Merchants as well as City & Chamber.

The Board is making intentional Movement w/ business owners and I would like to be part of that.

2) Communicating w/ Downtown building owners to encourage them to bring diverse tenants into their buildings.

Perhaps Meet w/ building owners to see how we can help (beyond IMagine the possibilities Tour) fill their space w/ more than Lawyers.

3) Grants are available however, word of Mouth is the only way I am aware that they are available...

It would be wonderful (Quarterly Perhaps) to have ~~the~~ an Information day with both landlords & business owners to learn their options to grow their business.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
I bring years of Marketing & Community Engagement Experience (30 plus) I enjoy Creating Something out of Nothing, thinking outside of the box. I Love Sherman Texas.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No
Comments: I already serve on the Economic Revitalization Committee w/ Board Members

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: [signature] *Date:* 4/23/24

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

RECEIVED
AUG 21 2024
420pm
City Clerk's Office

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Joey Gunn
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Main Street Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 1501 Black Willow Trl	Business Name: Knight Furniture
Mailing Address: Anna Tx 75409	Occupation: President / CEO / owner
Telephone: 214.280.9495 Fax:	Address: 108 W Lamar, Sherman Tx
E-Mail: joey@Knightfurniture.com	Telephone: 903 893 9484 Fax:
Sherman Resident for 0 years County: Collin	E-Mail:
Drivers License No.: 01430835	
Voter Registration No.:	

Which Council District do you live in? *(see attached map)* Collin County ✓

Prior work experience: *(please include dates)*
President Knight Furniture - MAY 2021 - Present
VP Knight Febuary 2014 - MAY 2021; Manager Knight MAY 1998 - Feb 2014

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2001 - Allen High School
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Hardin-Simmons University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
McKinney Lacrosse board (501c3) elected June 2024; Denison Chamber 2016-22
Home Furnishing Association Young Pro President (501c3) 2013-15

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

N/A

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
The success of this board and main Street specifically directly effects my livlihood. By becoming active, I hope I can use our years and generations of experience down here to unite the businesses and generate a better main Street environment.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) The businesses on main Street need a unified direction while maintaining their individual identities.
we've got to unify our voice.

2) The outside perception of main Street - the branding and marketing of this matters. We need to market an experience. We also may need to create the experience first.

3) we need traffic! Tough times, construction all play a role in this. We need to make main Street appeal to and attract people through these challenges.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Batchelors in Marketing

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: Lindsey Manley has really encouraged my involvement
Courtney Mitchell has too.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 8/21/24

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
AUG 2 2 2024
City Clerk's Office

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Janie Bates
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Sherman Main Street Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 210 Chisholm Trail
Mailing Address: Same
Telephone: 903-821-0820 Fax: _____
E-Mail: janie.bates@wfstexoma.org
_ Sherman Resident for 45 years County: Grayson
Drivers License No.: 07627571
Voter Registration No.: VIUD-1024895569

Occupational Information

Business Name: Workforce Solutions Texoma
Occupation: Executive Director
Address: 5904 Texoma Pkwy
Telephone: 903-957-7408 Fax: 903-957-7413
E-Mail: janie.bates@wfstexoma.org

Which Council District do you live in? *(see attached map)* #4

Prior work experience: *(please include dates)*
Private business owner before joining Workforce—45 years with Workforce.
Owner of downtown business since January 2022 (Designs by Janie on Wall Street)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1973 SOSU
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: SOSU ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*

SEDCO 8 years, Sherman Boys and Girls Club 26 yrs, United Way 12 yrs, Texoma Family Shelter 4 yrs,
Texas Workforce Executive Directors Council Chair 4 yrs, SISD Band Boosters President and volunteer 6 years, North TX Enterprise Project, Fannin Literacy Council Founding Member, Sherman Chamber, Workforce Leadership of Texas, Bib Brothers and Big Sisters.

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.
Taxes- No

Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one? SEDCO—term expires in October 2024

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I am interested in building a vibrant downtown for Sherman.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or
commission should address each issue
1) Attracting more diversity in types of downtown businesses.
Create a friendly environment for downtown business. Increase marketing for downtown to make it a destination.

2)Public restrooms or lack thereof

Need to raise funds to provide restrooms which would benefit activities and festivals.

3) Downtown Infrastructure
Continue efforts to provide façade grants, support city initiatives related to water and sewer needs. We are excited about the infrastructure that is
Currently under construction!

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission.
Grant writing, partnerships with local agencies, networking
Assisted with organizing downtown events, certified professional grant writer, relationships with multiple area agencies.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect
your ability to serve if you should be appointed to this board or commission:
None

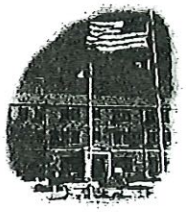
Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: Conversations with the director and board members on several occasions.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions,
as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission
members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed,
I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will
remain on file for one year from the date of receipt.

Signature: _____ *Date:* 8/22, 2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
AUG 27 2024
City Clerk's Office

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Paul Manley
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Main Street

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1506 N Alexander St.
Mailing Address: Sherman, TX 75092
Telephone: 314-276-8077 Fax:
E-Mail: pManley81@gmail.com
Sherman Resident for 9 years County: Grayson
Drivers License No.: 25354779
Voter Registration No.: 1139116377 ✓

Occupational Information

Business Name: Presco Polymers
Occupation: VP of IT & Engineering
Address: ~~7200~~ 301 N Montgomery St.
Telephone: 903-957-2235 Fax:
E-Mail: pmanley@presco.com

Which Council District do you live in? *(see attached map)* 1 ✓

Prior work experience: *(please include dates)*
Presco, July 2015 - Present

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School?
Business College, Correspondence School, Adult Education, Other?
Name of College/University: UM-Rolla ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Planning & Zoning Commission 2019-present
Childrens Advocacy Center Board 2017-2023
Grayson County Rotary Club 2017-present

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes-None

Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one? P + Z

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I work downtown & live near downtown. I believe improving our downtown is critical to Sherman's future.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Competing for city resources with other development activity - TI, Globitech, multiple residential developments requiring funds and infrastructure. These projects divert attention from downtown.

2) Attracting commercial activity to downtown Sherman and retaining it. Challenges are parking, water/sewer and many properties owned & controlled by legal activity - County operations and lawyers

3) Providing sufficient incentives for downtown business growth that allows our budget to remain healthy

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
My wife Lindsey is a contract employee of the City.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: I have spoken to Sarah McCrae, Nate Strauch & Lindsey Mabry

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 8/27/2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
AUG 30 2024
4:15p TT
In The
CITY CLERK'S OFFICE

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Regina Roberts
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Main Street

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 1101 Yorkshire Drive	Business Name: Pop Pop Popcorn
Mailing Address:	Occupation: Owner operator
Telephone: 903-436-9988 Fax:	Address: 113 N. Travis Downtown Sherman
E-Mail: glroberts@hotmail.com	Telephone: 903-436-9988 Fax:
Sherman Resident for ____ years County:	E-Mail:
Drivers License No.: 28665642	
Voter Registration No.: I don't have it I do vote! 1165699863 ✓	

Which Council District do you live in? *(see attached map)* 1 ✓

Prior work experience: *(please include dates)*
Pop Pop Popcorn 2015 - Present

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1977
Business College, Correspondence School, Adult Education, Other? Yes
Name of College/University: Grayson College ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
CASA Board Member 2015 - 2020
Child Advocacy 2020 - Present Board Member

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - None

Are you presently serving on a City board or commission? ☐ Yes ☑ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
having a Business in Downtown I believe I can Be a great asset

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Having events and or activies to draw people to come downtown and new merchants to JOIN US.

2) I think it is important to have downtown businesses on Board and If Board members are not coming they drop. off.

3) Encouraging new Businesses and current Bussiness to participate in activies.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Regina Roberts *Date:* August 30, 2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
SEP 25 2024
City Clerk's Office

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: SANDY REHKOPF
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: MAIN STREET

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 718 E. Hwy 82 #161 75090
Mailing Address: same
Telephone: 214-949-2844 Fax:
E-Mail:
Sherman Resident for <1 years County:
Drivers License No.: 24766193
Voter Registration No.: 1166314767 ✓

Occupational Information

Business Name: Sherman Chamber of Commerce
Occupation: President / CEO
Address: 307 W. Washington
Telephone: Fax:
E-Mail: SREHKOPF@ShermanChamber.us

Which Council District do you live in? *(see attached map)*

Prior work experience: *(please include dates)*
2015 - 2021 Wakahachie Chamber President
2021 - 2023 Wakahachie, ISD Community Outreach Coord.
2024 - Present Sherman Chamber President

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1991
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Texas A&M Univ. ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
too many to list... I can attach resume if necessary

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

n/a

Taxes - Now

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☑ Yes ☐ No

If so, which one? ex-officio for Main St., WOMO Committee, & Women in STEM

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I am eager to apply my experience and skills to help bolster the amazing leadership already working for downtown Sherman.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Advocating for growth and improvement while still respecting the history and traditions of downtown.

2) Supporting downtown business owners and building owners, while also holding them accountable for their contributions to downtown.

3) Keeping our fingers on the pulse of the citizens so that we can continue to offer great programming that, in turn, helps grow the businesses and attract more!

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Chamber I.O.M. certification, Economic Development coursework, and a driving passion for growing businesses & unifying communities.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
none :)

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 9/4/24

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/21/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Library Board (2)

Issue:
Cort Myrick's term on the Library Board expired on August 4, 2023 and Randy Hudson's term expired on April 7, 2024. Mr. Myrick is eligible and does wish to be reappointed, however Mr. Hudson is not eligible for reappointment. We have applications on file from Rebecca Hogenson and John West.

Background:
The Library Board serves in an advisory capacity to the City Librarian, the City Manager, and the City Council.

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
The staff recommendation is to reappoint Mr. Myrick and to appoint Ms. Hogenson to the Library Board.

Alternatives:
The alternative is to delay appointments to the Library Board.

Attachments:
1. Library Board - Roster
2. Library Board - Fact Sheet
3. Library Board - Applicant List
4. Cort Myrick - Reappointment Letter
5. Rebecca Hogenson - Application
6. John West - Application

MEMBERSHIP ROSTER

LIBRARY BOARD

LENGTH OF TERMS: THREE YEARS
Term Limit: Three Consecutive Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Lisa Hébert	4	A 3/20/2016 R 3/20/2019 R 3/20/2022	3/20/2019 3/20/2022 3/20/2025	1 2 3	Members are required to be residents of Sherman; have knowledge of Library Affairs and operations; and appreciate books.
Randy Hudson	4	A 4/7/2015 R 4/7/2018 R 4/7/2021	4/7/2018 4/7/2021 4/7/2024	1 2 3	
Laurie Mealy	1	A 1/19/2016 R 1/19/2019 R 1/19/2022	1/19/2019 1/19/2022 1/19/2025	1 2 3	
Mitchell McCraw	n/a	A 3/22/2022	3/22/2025	1	
Marty Burkart	1	A 3/22/2022	3/22/2025	1	
Cort Myrick	n/a	U 5/4/2021	8/4/2023	1	
Donna Nesbit	4	A 2/5/2019 R 2/5/2022	2/5/2022 2/5/2025	1 2	

NOTE:

CITY STAFF: Melissa Eason, Library Services Manager
Revised 3/22/2025

FACT SHEET

LIBRARY BOARD

Established by ORDINANCE 1736 – APRIL 14, 1948; REVISED ORDINANCE 4223 – OCTOBER 21, 1991; REVISED ORDINANCE 4367 – OCTOBER 3, 1994

1. **Number of Members: SEVEN**
2. **Term of Appointment: THREE YEARS**
3. **Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)**
4. **Qualifications for Membership: RESIDENTS OF SHERMAN; KNOWLEDGE OF LIBRARY AFFAIRS AND OPERATION; APPRECIATION OF BOOKS**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization**

CHAIRPERSON E VICE CHAIRPERSON ____ SECRETARY E

ELECTED E APPOINTED ___

7. **Departmental Responsibility: DIRECTOR OF LIBRARY SERVICES**
8. **Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS**
9. **Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS**

==========

PURPOSE:
Shall serve in an advisory capacity with the City Librarian, the City Manager and the City Council.

RESPONSIBILITIES:
Said Board shall have no authority to bind the City of Sherman to any contract or interfere in any manner with City operations of Library Services.

APPLICANT LIST

Library Board **Positions Vacant 2**

Applicant	Address	District	Qualifications
Cort Myrick	1820 Clegg St., Howe	n/a	Current Member; Wishes to be Reappointed
Rebecca Hogenson	816 Ricketts, Howe	n/a	Retired Librarian
John West	315 W. McGee	1	Retired Librarian

COMMENTS:

Sherman
CLASSIC TOWN. BROAD HORIZON

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

August 23, 2024

Cort Myrick
1820 Clegg Street
Howe, Texas 75459

RE: Library Board

Dear Mr. Myrick:

Your term on the Library Board expired on August 4, 2023. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
City Clerk

cc: Melissa Eason, Library Services Administrator

✓ I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

Signature

9/14/24
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED SEP 03 2024 Mailed In The CITY CLERK'S OFFICE

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Rebecca Hogenson
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Sherman Public Library Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 816 Ricketts, Howe 75459
Mailing Address: same
Telephone: 903-815-3067 Fax: —
E-Mail: rhogenson@yahoo.com
Sherman Resident for — years County: Grayson
Drivers License No.: 09693609
Voter Registration No.: registered in Howe ✓

Occupational Information

Business Name:
Occupation: retired
Address:
Telephone: Fax:
E-Mail:

Which Council District do you live in? *(see attached map)* live in Howe ✓

Prior work experience: *(please include dates)*
Howe ISD 2006 - 2016 School/city Librarian
Denison ISD 1986 - 2006 Teacher, Librarian

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School?
Business College, Correspondence School, Adult Education, Other? NCTC - Horticulture Classes
Name of College/University: TWU & UNT ☐ Bachelor's ☑ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Grayson County Master Gardeners 2017 - present
Keep Howe Beautiful 2014 - 2021

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

N/A

Application held for 12 months from date received

Linda Ashby
City Clerk

Are you presently serving on a City board or commission? ☐ Yes ☑ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
The Sherman Public Library is an exceptional library and I would like to actively support their programs. I also volunteer w/ Harmony Park and would like to continually add child friendly improvements - create a "Kid destination".

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Providing services for all community members
I believe it is important for libraries to remain free and open to all community members. Services provided enrich the lives of residents of all ages.

2) Providing access to a wide range of materials
In this age of censorship, I believe libraries are more important than ever in providing a wide range of materials.

3) Support library staff
The Library staff is amazing and I would like to support their work.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
I have a Masters of Library Science degree from TWU. I worked as a school librarian in Denison ISD for 11 years and a school/city librarian in Howe for 10 yrs.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
None

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☑ No
Comments: _____

Statement of Intent

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Signature: Rebecca Hansen *Date:* 8/30/24

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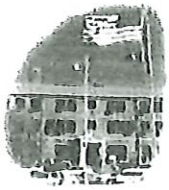
Sherman
CLASSIC TOWN. BROAD HORIZON.

RECEIVED
OCT 14 2024
City Clerk's Office



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: John Richard West
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Library Board

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 315 W. McGee, Sherman	Business Name:
Mailing Address: same	Occupation: retired librarian
Telephone: (903) 814-364-4626 Fax:	Address:
E-Mail: jwest.nevans@gmail.com	Telephone: Fax:
Sherman Resident for 40 years County: Grayson	E-Mail:
Drivers License No.: 13476262	
Voter Registration No.: 216583461 ✓	

Which Council District do you live in? *(see attached map)* 1 ✓

Prior work experience: *(please include dates)*
1984 – 2016 librarian / library director at Austin College

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1969
Business College, Correspondence School, Adult Education, Other?
Name of College/University: LaGrange College / Univ of Pittsburgh ☐ Bachelor's ☑ Master's ☐ PhD

Volunteer Work: *(please include dates)*
previously served on library board
Meals on Wheels - 2019 – and continuing

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☑ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
have served several terms previously & have experience with issues relating to a library & I believe a public library is fundamental to a democracy.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) funding - as more types of information are available online "free" there can be a view as to why spend money on sources that cost money. The expression, you get what you pay for, is applicable. Would anyone want someone with no training to use the info on a YouTube video to perform surgery?

2) Staffing - studie have shown multi-tasking is the best way to have more than one responsibility done badly. People services should have trained individuals, who may have cross-training, but that's for short term situations only.

3) library policies, including collection, retention and challenges to the collection - members of the board, as reasonable people can review and recommend changes, if necessary.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
I have worked in or volunteered at libraries since I was 17/am now 73; have served on library association groups

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☑ No
Comments: no recent conversations

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Joe R. West *Date:* 10/11/24

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN, BROAD HORIZONS

2024
Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
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February						
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April						
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	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/19/2024	Budget Planning Meeting
5/23/2024	CIP Work Session
~~6/26/2024~~	Budget Workshop
9/23/2024	Called Meeting - Canvas Election

2025
Council Calendar

January						
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August						
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September						
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	Holiday
	Holiday for Firefighters/Police Only
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CALLED MEETINGS	